

# Application Form





To,  
M/s Vipul Limited,

Date: .....

**Subject: Application for Provisional Registration of Residential Apartment in Group Housing Complex "Pratham Apartments" situated at Bawal, District Rewari, Haryana**

Dear Sir(s),

I/We, the undersigned, request that I/We may be registered for provisional allotment of a Residential Apartment of tentative super area \_\_\_\_\_ sq. ft. in proposed Group Housing Complex "Pratham Apartments, situated at Bawal", Distt. Rewari, Haryana being developed and marketed by you.

In the event of your agreeing to allot the Residential Apartment, I / We agree to make down payment / pay in installments the sale consideration and other charges/dues as broadly set out herein and undertake to abide by the terms and conditions as annexed to this Application and forming part of this Application. I/ We agree to sign and execute, as and when desired by "M/s Vipul. Ltd." ("Company"), the Buyer's Agreement and all other documents in pursuance of such allotment, if made.

I/ We am / are enclosing herewith Cheque/ Draft/ Pay order No. ....dated .....for Rs. .... (Rupees ..... only) drawn on ..... (Bank & Branch) in favour of "Vipul Pratham Sales Account.", which may please be treated as an advance payment for Registration and earnest / part earnest money deposit.

I / We agree and undertake to pay further payments/installments of sale price and other charges as stipulated / called upon by the company.

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

- Applicant (Sole / First).....  
 Son/ Wife / Daughter of.....  
 Mailing Address.....  
 .....  
 ..... Pin Code..... Telephone No.....  
 E-mail ID ..... Fax No.....  
 Residential Status: Resident/ Non-Resident Indian/Foreign National of Indian Origin  
 Nationality .....  
 PAN No. .... Ward/ Circle/ Place of assessment .....
- Second Applicant name.....  
 Son/ Wife / Daughter of.....  
 Mailing Address.....  
 .....  
 ..... Pin Code..... Telephone No.....  
 E-mail ID ..... Fax No.....  
 Residential Status: Resident/ Non-Resident Indian/Foreign National of Indian Origin  
 Nationality .....  
 PAN No. .... Ward/ Circle/ Place of assessment .....
- Payment Plan:       Down Payment       Construction Linked
- Details of Flat proposed to be purchased:  

Flat Type	Tower No.	Floor	Flat No.	Super area (Approx.)	BSP (psf)	Basic Sales Price of Flat/Unit (in Rs.)
_____	_____	_____	_____	_____	_____	_____
- Preferential Location desired: \_\_\_\_\_

**DECLARATION**

I/ We, the undersigned Intending applicant (Sole/First and Second Applicant), do hereby declare that the above-mentioned particulars/ information given by me/ us are true and correct to my/ our knowledge and no material fact has been concealed there from.

Name of the Applicant(s):

1. .... 2. ....

Signature(s): 1. .... 2. ....

Place: ..... Date: .....

**Notes:**

- All Drafts/ Cheques are to be made in favour of "Vipul Pratham Sales Account", payable at Rewari/Gurgaon/Delhi/New Delhi.
- The Drafts/ Cheques are accepted subject to realisation.

## TERMS AND CONDITIONS

1. The Intending Applicant has applied for the registration of Residential Apartment in the proposed Group Housing Complex namely "Pratham Apartments, situated at Bawal", Rewari, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company(s) and understood by him/ her/ them. If this application of the Intending applicant is accepted, an Allotment Letter shall be issued subject to the Terms & Conditions.
2. The Intending Applicant has carried out due diligence and inspection in respect of the Collaboration Agreement dated 18th April, 2013 executed between M/s Choice Real Estate Developers Pvt. Ltd having its office at C9/9856, Vasant Kunj, New Delhi-110070 and the Company, including without limitation the rights, obligations and limitations thereunder, the right, title and interest of the M/s Choice Real Estate Developers Pvt. Ltd as well as that of the Company in the land and the various sanctions/approvals/permissions/documents including but not limited to Environment (Protection) Act, as may be applicable to the Residential Apartment/Towers/Buildings in Group Housing Complex known as Pratham\_Apartments" as on the date and as applicable from time to time in this regard and has fully satisfied himself /herself/themselves regarding the right, title and interest of the Company over the said Residential Apartment and size, location and measurement of the Residential Apartment and/or compliance with such sanctions/approvals/permissions. and has fully satisfied and understood all limitations and obligations in respect thereof.
3. The Intending Applicant assures the Company that the investigations by the Intending Applicant are complete and the Intending Applicant is fully satisfied that the Company is competent to receive the applications and is entitled to allot the residential apartments and to enter into Agreement in respect thereto.
4. The Intending Applicant acknowledges that the Company has provided all information & clarifications as required by the Intending Applicant and that the Intending Applicant has not unduly relied upon and is not influenced by any architectural plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project Site, the Proposed Group Housing Complex and the said Residential Apartment (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated facilities/amenities to be made available to the Intending Applicant or any other data except as specifically represented in this Application and that the Intending Applicant has relied solely on the Intending Applicant's own judgment and investigation(s) in deciding to apply for registration of Residential Apartment. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Application.
5. The Intending Applicant agrees to sign and execute, as and when desired by the Company(s) Buyer's Agreement, Maintenance Agreement, Conveyance deed and/or any other papers/ documents on the Company(s) standard format and also agrees to abide by the terms and Conditions as laid down therein.
6. That the allotment letter confirming allotment of Residential Apartment in Group Housing Complex known as "Pratham Apartments situated at Bawal", Rewari, Haryana shall, as far as possible, be made to the Applicant(s) within 6 months of the Application made herein.
7. That In case the Company is not in a position to make the offer of allotment of Residential Apartment in Group Housing Complex known as "Pratham Apartments" situated at Bawal", Rewari, Haryana within a period of 6 months from the date of application for any reason whatsoever, the Applicant(s) shall only be entitled to refund of the Advance amount paid hereunder along with simple interest @ 9% per annum from the date of payment of such advance, subject to the Applicant(s) giving the company 30 days notice of the same. The Applicant shall have no right, claim or interest of whatsoever nature or kind in the Project "Pratham Apartments" or the Residential Apartment.
8. That this application is a mere offer by the Applicant for allotment of Residential Apartment in Group Housing Complex known as "Pratham Apartments" situated at Bawal", Rewari, Haryana and the Company reserves the right to accept/reject the Application.
9. If the cheque submitted by the Intending Applicant along with this Application form is dishonoured then the allotment, if any made, will be deemed to be automatically cancelled and the Company will not be under any obligation to inform the Applicant about the dishonour of the cheque or cancellation of the Application.
10. The Company shall have the right to effect suitable and necessary alterations in the layout plan, as and when required, which may involve all or any changes, such as change in the position/location of Residential Apartment, increase /decrease in size, change in floor-plan and/or layout, change in floor and/or tower and/or residential apartment or the number. If there is any increase /decrease in the areas, revised price will be applicable at the original rate at which the Residential Apartment was booked by the Intending Applicant herein. If for any reason the Company is not in a position to allot the Residential Apartment applied for, the Company may consider for allotment of an alternate residential apartment and in case of failure to do so, refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.
11. That in case the Applicant delays or defaults payment of installment beyond a period of 90 days from the date it is due for payment the Company shall be entitled to cancel the allotment, if any, made under this Application along with forfeiture of the earnest money deposit, which earnest money deposit shall be advance amount paid by the Applicant or the 10% of the total consideration, whichever is higher. Any refund after aforesaid forfeiture shall not carry with it any interest or compensation on the amount refunded.
12. Notwithstanding anything contained herein the Company shall also be entitled to deduct / recover interest on delayed payment @18% for the period of delay in payment of installments and other sums due, which the company shall also in case of cancellation of allotment be entitled to deduct / recover in addition to the forfeiture of the earnest money deposit.
13. That all sums and installments paid by the Applicant shall first be adjusted towards interest dues, late payment charges and other sums due and balance, if any, shall be adjusted towards part satisfaction of the installment due.
14. The External Development Charges (EDC) for the external services to be provided by the Haryana Government and Infrastructure Development Charges (IDC) has been charged as per the present rate fixed by the Haryana government and in case of any increase in these charges in future, the same shall be paid by the Intending Applicant as and when demanded by the Company. Further Service Tax or other statutory liability or any other Central, State or Local tax, Additional/Extra charges for Statutory Levies, Any other taxes, fees, cess, charges by whatever name called if any levied by Govt. (central and state), instrumentality of the Govt. / Statutory/ Local bodies and etc imposed /to be imposed from time to time for the project land and/or the proposed Group Housing Complex, shall be communicated by the Company subsequent to intimation of allotment



- and shall be payable by the Intending Applicant, as per the demand of the Company.
15. For a preferentially located Residential Apartment, extra charges as decided by the Company shall be payable by the Intending Applicant.
  16. The Intending Applicant, on payment of transfer charges/administrative charges as decided by the Company and subject to the discharging all amounts due and payable to the Company, may apply to get the name of his or her nominees substituted in his/her place with the prior approval of the Company, who may in its sole discretion permit the same on such terms and conditions as it may deem fit and proper.
  17. The Intending Applicant agrees and undertakes to enter into a Maintenance Agreement with the Company or any other nominated 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 said Group Housing Complex and the Intending Applicant undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated maintenance agency. The Intending Applicant agrees to deposit and to always keep deposited with the Company an Interest Free Maintenance Security Deposit calculated on the basis of the super area of the Residential Apartment so allotted.
  18. The Intending Allottee agree(s) to make timely payments of the Total sale Consideration as per payment plan to communicated/intimated at the time of allotment of the Residential Apartment. The Intending Applicant further agrees to pay the other payments as demanded by the Company in respect of other facilities like Club development charges, Club membership fee, Maintenance deposit and Charges, Electricity Deposit and Charges etc
  19. That the Intending Applicant shall comply with all legal requirements for the purchase of immovable property, whenever applicable before or after execution of the Flat Buyers Agreement and sign all applications, forms for the said purpose.
  20. That the Intending Applicant, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), 1999, RBI ACT and Rules / Guidelines made /issued thereunder and all other applicable laws including that of remittance of payments, acquisition/ sale/ transfer of immoveable properties in India.
  21. If the Intending Allottee does not accept the allotment of Residential Applicant as intimated by the Company or does not sign the Buyers Agreement, Maintenance Agreement or any other document as required by the company, for any reason whatsoever, the Company reserves the right to forfeit the Earnest Money so paid along with this Application Form or thereafter and refund the balance, if any, to the Intending Applicant and the Intending Applicant shall have no right, claim or interest of whatsoever nature or kind in the proposed project or otherwise. The Intending Applicant understands that the Earnest Money shall be 10% of the proposed Total Sale Consideration.
  22. Notwithstanding anything contained in this Application or Allotment or Buyers Agreement or in any other documents executed between the Parties herein, the Applicant agrees and confirm that the Company shall be entitled to raise loans from financial institutions and banks, in relation to the Group Housing Complex, and/or the Residential Apartment(s) and further, that for the purposes of such loans, the Company shall be entitled to encumber the Group Housing Complex together with all residential apartments therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created, the Residential Apartment shall be delivered (Subject to other terms of the Allotment/Agreement) to the Intending Applicant free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed.
  23. That all matters arising out of or touching and/ or concerning this Application in respect of the Residential Apartment shall be construed according to and subject to the laws of India.

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Name of the Applicant(s):

1. .... 2. ....

Signature(s):

1. .... 2. ....

Place: .....

Date: .....

**For Office Use Only**

1. Application Accepted /Rejected : .....
2. Size of Residential Apartment : .....
3. Entry Number in Project Register : .....
4. Entry Number in Cheque Register : .....
5. Booking : Direct / Broker

Dated: .....

Authorised Signatory