

APPLICATION FORM

Date of Booking :
Mode of Booking : Direct / Broker Name (Code).

Dear Sir

I/We wish to apply for provisional registration / allotment of a (hereinafter referred to as the “Plot / Flat / Duplex” in your residential colony known as “ANANDIKA CITY.” being developed by NAGPAL ASSOCIATES. (“Developer”) on a NH 58 Delhi- Haridwar National Highway India (hereinafter referred to as the “Project / Anandika City)

I/We agree to sign and execute as and when required by the Developer the ALLOTMENT LETTER Containing the detailed terms and conditions of allotment of the Plot and related documents as required by the Developer

I/We have read and understood the accompanying Terms & Conditions Allotment of a Plot / Flat / Duplex in ANANDIKA CITY and acknowledge that the said Terms & Conditions from a part of this Application and agree and undertake by the same.

I/We am / are enclosing here with Cheque / Draft / Pay Order No..... dated For Rs. (Rupees.....) in Favor of “NAGPAL ASSOCIATES ” payable at Haridwar which may please be treated as advance amount for registration / provisional allotment of the Plot / Flat / Duplex.

I/We clearly understand that the Allotment of a Plot / Flat / Duplex by the Developer pursuant to this Application shall be purely provision till a purchase Agreement the format prescribed by Developer is executed by the developer in our favor. Further the Allotment of a Plot / Flat / Duplex in the Anandika City is subjects to the terms and conditions / restrictions and limitations as contained in the by laws / regulations of the competent authority.

I/We have perused the Price List- Cum – Payment Plan and agree pay as per the “Payment Plan” opted by me/ us.

1. SOLE / FIRST APPLICANT

Mr./Ms./M/s.....
S/W/D of
Date of Birth incorporation
Nationality.....Occupation.....
Resident Status Resident () Non Resident ()
Foreign National of India Origin () Other (Please Specify).....
Malling Address:
.....
E-mail
Tele No Fax No Mobile No
PAN No (Income Tax Permament Account No)

Photo
with Signature

2. SECOND/ JOINT APPLICANT:

Mr./Ms./M/s.....
S/W/D of
Date of Birth incorporation
Nationality.....Occupation.....
Resident Status Resident () Non Resident ()
Foreign National of India Origin () Other (Please Specify).....
Malling Address:
.....
E-mail
Tele No Fax No Mobile No
PAN No (Income Tax Permament Account No)

Photo
with Signature

3. Details of the Plot / Flat / Duplex applied for :

(A) Total Area..... sq.yd. (B) No..... (C) Block No.....

4. Payment Plan Opted :

Plan 1 :- Down Payment Plan ()

Plan 2 :- Time Linked Plan ()

AN: Plan 3 :- [] 45 days plan / [] 120 days plan / [] 180 days plan / [] other



DETAILS OF CHARGES

Price List	Rs./Sq.Yd.	Amount**
Basic Sales Price (BSP)		
Internal Development Charges / External Development Charges (IDC/EDC)		
Electric Substation Charges		
IFMD		
Club Membership		
PLC* Chart		
Corner		
Park Facing		
North/East		
TOTAL		

NOTE:-

- Cheque / Demand Draft towards consideration of the Plot / Flat / Duplex to be made in favor of "NAGPALASSOCIATES"
- In case the Cheque comprising booking amount is dishonoured due to any reason whatsoever the Application shall be null and void and the allotment, if any, shall stand automatically cancelled/ revoked/ withdrawn without any notice to the applicant.
- Applications shall be considered as incomplete if not accompanied by photographs, PAN / Form 60 of the Applicant (S) & copy of the Address proof.
- Additional amounts towards Stamp Duty Registration Charges and legal/miscellaneous expenses etc. are payable by the Allottee at the time of the Registration of the said plot.
- The other terms and conditions shall be as per the terms & Conditions for Provisional Allotment and the Allotment Letter of the Developer.
- The prices subject to revision / withdrawal at any time without notice at the sole discretion of the Developer.
- Government Taxes Applicable from time to time shall be payable by the Allottee.
- Administrative charges for the first transfer would be free of charges and would be allotted only after receipt of 40 % payment of Basic Sale price (BSP) (Subject to charges as per the developer company policy). However addition / deletion of blood relation member would not be treated as transfer.
- Allotment letter will be issued on 40% payment of Basic Sales Price.
- Booking amount can be refunded on the request of the customer, in a period of 7 days from the date of the booking and Rs 25000/- would be deducted from the booking amount and in case of the NRI buyer the applicable time period would be 12 days, whatsoever.
- If cancellation of plot allotment is done by the developer due to non-payment by allottee, the total payment received by the developer shall stand forfeited.

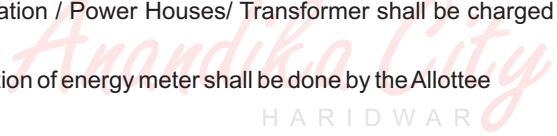
12. Check List

- | | |
|---|---|
| 1. Booking Amount :- | Local Cheque and draft |
| 2. PAN :- | Copy of pan card /form 60 enclosed |
| 3. Address proof :- | Copy of passport// Voter ID //Driving Liscence /
Electricity Bill// Telephone Bill |
| 4. Memorandum of Association & Article of Association (For Bookings in the name of Companies) | |
| 5. Copy of Passport and Account details : (For NRI's and PIO's to make payment through NRE/NRO/Foreign Currency Accounts only) | |
| 6. Photographs and signatures of intending allottee (S) | |

BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF IN “ANANDIKA CITY “ AT NH 58 DELHI – HARIDWAR NATIONAL HIGHWAY, INDIA

1. The “ANANDIKA CITY “ is a residential colony ; project being developed on NH 58 DELHI – HARIDWAR NATIONAL HIGHWAY HARIDWAR, INDIA (hereinafter referred to as the “**PROJECTS**”)
2. The Allotment of a Plot/ Flat / Duplex if and when made by the company pursuant to the accompanying Application shall be purely provision and be subjects to the terms and conditions, restrictions and limitations contained by the competent authority, in favour of the company and the intending allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and condition and limitation etc.
3. That the intending Allottee (s) has applied for provisional allotment of a Plot/ Flat / Duplex in the Projects being developed on the Projects land known as Anandika City. The intending Allottee (S) has full knowledge of laws notifications and rules as applicable to the projects and the terms and conditions mentioned in the bylaws of the competent authority.
4. Allotment Letter will be issued on payment of 40% of the Basic Sale Prices.
5. The prices are subject to revision withdrawal at any time at the sole discretion of the Developer.
6. That the timely payment of installments as per the Payments Plan shall be the essence of the Allotment it Shall be incumbent on the intending Allottee (S) to comply with the terms of payment and other terms and conditions of allotment. In case at any stage the intending Allottee (S) seeks cancellation of allotment and / or refund of the amount deposited by him the company may at its discretion forfeit the booking registration amount or the Earnest Money as the case maybe. However in case the intending Allottee (S) fails to pay any installment (S) with interest within 90 days from due date for such payment the company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount and the intending Allottee (S) shall be left with no right or lien on the said plot or any part of the project land.
7. That the layout plan of the entire projects drawn by the Company is tentative and is subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities The company may effect if so required by any regulatory authorities to make suitable alteration in the layout Plan. Such alteration/s may included change in the area and location of the Plot/ Flat / Duplex allottee to be Allottee (S) IF there is any change in the area location of the Plot/ Flat / Duplex or a Plot/ Flat / Duplex becomes preferentially located revised price and /or PLC shall payable original rate at which the Plot/ Flat / Duplex has been booked for allotment.
8. That the Allottee (S) has understood that the right of ownership of land (S) facilities and amenities other than those within the plot and the common areas shall vest solely with the company which shall have the sole right and authority to deal in any manner with such land (s) facility and / or amenities.
9. That the intending allottee shall pay the maintenance charge for upkeep and maintenance of various common services and facilities as determined by the nominated.
10. That the company apart from basic price of the Plot/ Flat / Duplex shall fix preferential Location Charges (PLC) for certain Plot/ Flat / Duplex and if the intending Allottee (S) opts for the booking of any such Plot/ Flat / Duplex, he/she shall also pay such charges.
11. That earnest money shall be deemed to be as the desired payment plan opted by the customer.
12. That subject to the restriction and limitation in the competent authority, if any, the intending Allottee(S) may at its finances or a loan for purchase of the Plot/ Flat / Duplex however responsibility of getting the loan sanctioned and disbursed as per company as per schedule shall rest exclusively on the Allottee (S) in the event the Allottee (S) loan not being sanctioned or delayed the payment to the Company as per schedule shall not be delayed by the Allottee (S) and in the event of default in Payment plan the intending Allottee shall be liable for consequences including cancellation of the allotment.
13. That all taxes and statutory levies presently payable in relation to Project Land and comprised in “ANANDIKA CITY” have been included in the price of the Plot/ Flat / Duplex. However in the event of any further increase and or any further increase and/or any fresh tax, services tax, charges, duty or levy by the Government or any other statutory authority the same shall be payable by the Allottee (S) on pro-rata basis Additional amounts towards Stamp duty . Registration Charges and legal/miscellaneous expenses etc. are payable by the Allottee at the time of offer of the registration of the plot.
14. That any tax/duty (including services tax and stamp duty) presently applicable or levied in future on the Plot from the Company to the Buyer shall be borne exclusively by the buyer.
15. That the allotment of Plot/ Flat / Duplex is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason for such rejection in the event the company decides to rejects any offer/application for allotment of Plot/ Flat / Duplex and /or the car parking spaces (s) the company shall not be obliged to give any reason for such rejection and such decision of the Company rejecting any offer/application for allotment of Plot/ Flat / Duplex shall be final and binding.
16. That the applicants (s) intending Allottee (s) shall use the Plot/ Flat / Duplex for the residential purpose only. The allottee shall however will NOT use the Plot/ Flat / Duplex for any other purpose whatsoever (Commercial / Park / road etc.)
17. That this application and the allotment letter (to be executed later) shall be construed interpreted governed and applicable in india and in case of any legal dispute, the jurisdiction would be exclusive jurisdiction of the Haridwar.
18. Cost of Electric and Water services connection is not included in the aforesaid price and shall be payable by the Allottee(s) in addition to the price of the Plot/ Flat / Duplex. Further the Allottee(s) shall pay on demand to the company all amounts to be determined at the proving necessary connection to make arrangements for proving water connections from the mains laid along with the road servicing the Plot/ Flat / Duplex.

-
- (i) The Electricity Load for the entire projects shall be obtained from concerned Electricity authority by the Company and the cost of the installation of Sub- Station / Power Houses/ Transformer shall be charged extra on pro- data basic and payable by the Alloottee
- (ii) The cost for the load required individually and installation of energy meter shall be done by the Allottee
- (iii) The cost of water connection from main supply line existing for the said Plot/ Flat / Duplex shall be borne by the Alloottee(s). The company in coming times, if provide appropriate provision for drainage facility for the said Plot/ Flat / Duplex, the cost of the same shall be borne by the allottee.



19. Fire fighting equipment and / or preventive measures may be installed by the company in the common area / township if required by law/byelaws, order or directions or guidelines of the Govt./ Authority or any other statutory Body or if deemed necessary by the Allottee(s) and the cost there of shall be chargeable extra from the Allotee(s) on prorate basic
20. The cost of development of the said Plot/ Flat / Duplex is escalation – free save and except increases which the Allottee (s) here by agrees to pay due to increase in area increase in External Development charges. Government rates , taxes, cesses etc, and / or any other charges which may be levied or imposed by the Competent Authorities made application to said Plot/ Flat / Duplex/ said Projects there by requiring the company to provide pollution control devices, effluent treatment Plant etc. in the said Projects then the cost of such additional devices. Equipments etc, shall be borne and paid by the Allottee (s) and the costs there of shall be chargeable extra from the Alloottee (s) prorate basis.
21. The Allottee (s) if resident outside india shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999,. Reserve Bank of India Act and Rules made there under or any amendment (s) modification (S) made there of and all other application laws including that of remittance of payment acquisition /sale/transfer of immovable properties in india etc and company with such permission, approvals etc. which would enable the Company to fulfill its obligations under this Letter of Allotment. The Allottee (s) understands and agree that in the event of any failure on his part to comply with the application guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made regard.
22. Unless a Conveyance Deed is executed and registered the Company shall continue shall continue to have all authority over the said Plot/ Flat / Duplex and all amounts paid by the Allottee (S) under this Allotment shall merely be a token payments for purchase of the Allotted Plot/ Flat / Duplex and shall not give him any lien or interest on the said Plot/ Flat / Duplex until he has compiled with all the terms and conditions of this allotment and a Conveyance of the said Plot has been executed and registered in his favor . However the Allottee(s) may obtain finance from any institution / bank other source for purchase of the said Plot/ Flat / Duplex but the Allottee(s) obligation to purchase the said Plot/ Flat / Duplex pursuant to this Allotment shall not be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under Allotment.
23. That all / any other dispute arising out or touching upon or in relation to the application and / or allotment including the interpretation and validity of the terms there of and the respective right and obligations of I he parties shall be sallied amicably by mutual by discussion failing which the same shall be sallied through arbitration which shall be governed by the Arbitration and Conciliation Act 1995 or any statutory amendments / modifications there of for time being in force. The arbitration proceedings shall be held at an appropriate location in HARIDWAR by a sole arbitrator who shall be appointed by company and whoce decision shall be binding upon the parties and the cost of Arbitration proceedings shall be bome by the application / allottee(S)
24. That the application and or intending allottee (S) agree that if as a result of any legislation order or rule of regulation made or issued by the Govt. or any other authority (s) approvals for the said Township or any matters issues relating to such approvals permissions notice notifications by the competent authority(s) become subjects matter of any suit/writ/legal/proceedings before a competent court or due to force majeure conditions the Company After provisional end / or final allotment, is unable to deliver that plot to the application / intending allottee (s) for the desired purpose the application / intending allote(s) agree that the company if it decides at its sole discretion to refunds / adjusts then it shall be liable only to refund / adjustments of the amounts received from him/her without any interest or compensastion whatsoever
25. That the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment. I /We ,the application do hereby declare that the above terms and conditions have been read /understood by me/us and the same are acceptable to me/us. I/We the Application here in unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned here in above

26. 1 Acre = 4047 square meter / 1square meter=1.196 sq.yrds

(i).....	(ii).....
Sole/First application	Second application
Place.....	Date.....

FOR OFFICE USE ONLY :-

1. Application : Accepeted / Rejected
2. Mode of Booking : Direct / Broker

Authorized Singnatory for the company

Date.....