

# PIYUSH VERTICAL

## APPLICATION FORM

### PIYUSH COLONISERS LTD.

A-16/B-1, Mohan Co-operative Industrial Estate,  
Main Mathura Road, New Delhi - 110044

Dear Sir/Madam,

I/We, hereby, request that I/We may be provisionally allotted a Shop/Unit in the Retail cum Commercial Complex titled "Piyush Vertical" proposed to be set up by you at your project titled "Piyush Horizon", situated at Sector-1, NH-8, Dharuhera, Distt. Rewari, Haryana.

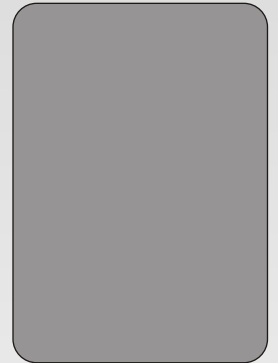
I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/We agree to abide by them.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
vide Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ being booking amount for allotment of the Shop/Unit.

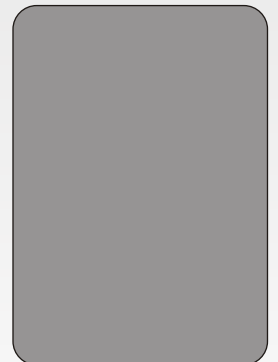
I/We further agree to pay the installments, all charges and applicable taxes as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/demanded by the Company, failing which the allotment will be cancelled and the earnest money alongwith interest, if any due, shall be forfeited by the Company.

### My/ Our particulars are given below:-

1. First Applicant Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_ Designation \_\_\_\_\_  
Company/ Firm Name \_\_\_\_\_  
Nationality \_\_\_\_\_  
Residential Status: Resident  Non-Resident  Foreign National of Indian Origin   
Residential Address \_\_\_\_\_  
Office \_\_\_\_\_  
Tel. Res. \_\_\_\_\_ Off \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_  
Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_  
PAN No. /Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_



2. Second Applicant Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_ Designation \_\_\_\_\_  
Company/ Firm Name \_\_\_\_\_  
Nationality \_\_\_\_\_  
Residential Status: Resident  Non-Resident  Foreign National of Indian Origin   
Residential Address \_\_\_\_\_  
Office \_\_\_\_\_  
Tel. Res. \_\_\_\_\_ Off \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_  
Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_  
PAN No. /Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_



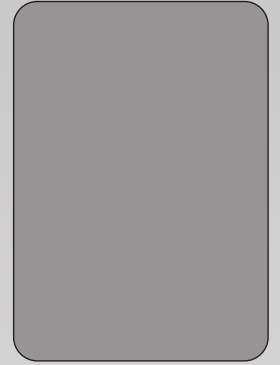
Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

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3. Third Applicant Mr./Mrs./Ms. \_\_\_\_\_  
 Son/Daughter/Wife of Mr. \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_ Designation \_\_\_\_\_  
 Company/ Firm Name \_\_\_\_\_  
 Nationality \_\_\_\_\_  
 Residential Status: Resident  Non- Resident  Foreign National of Indian Origin   
 Residential Address \_\_\_\_\_  
 Office \_\_\_\_\_  
 Tel. Res. \_\_\_\_\_ Off \_\_\_\_\_ Mobile \_\_\_\_\_  
 Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_  
 Marital Status \_\_\_\_\_ No. of Children \_\_\_\_\_  
 PAN No. /Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_



### For Office Use Only

#### 4. Details of Unit:

(i) Floor \_\_\_\_\_ (ii) Shop No. \_\_\_\_\_ (iii) Block \_\_\_\_\_  
 (iv) Super Area \_\_\_\_\_ sq. mtr. ( \_\_\_\_\_ sq. ft.)

#### 5. Total Cost of the Unit:

PARTICULARS	DETAILS		
Basic Sale Price (BSP)	@ Rs.	per sq. mtr. (Rs.	sq. ft.)
Preferential Location Charges (if any)	@ Rs.	per sq. mtr. (Rs.	sq. ft.)
EDC & IDC Charges	Rs.		
Additional Charges	Rs.		
Interest Free Maintenance Security (IFMS)	Rs.		
Power Back Up (KVA)	Rs.		
Other Charges (if any)	Rs.		
<b>Total Cost of the Unit</b>	<b>Rs.</b>		

6. Payment Plan Option: (A) Down Payment Plan [  ] (B) Installment Linked Plan [  ]

7. If through Dealer/ Agent then his Particulars:

(i) Name \_\_\_\_\_  
 (ii) Address \_\_\_\_\_ Pin Code \_\_\_\_\_  
 (iii) Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 (iv) PAN No. \_\_\_\_\_ Email ID \_\_\_\_\_  
 (v) Website \_\_\_\_\_ Signature \_\_\_\_\_

#### 8. Checklist for Receiving Official

- (a) Booking Amount
- (b) Customer signature on all pages of Application Form
- (c) Copy of PAN Card
- (d) Copy of Address proof & Copy of ID proof
- (e) For Companies: Memorandum & Article of Association / Board Resolution
- (f) For NRI : Copy of Passport & Payment through NRE/ NRO Account
- (g) For Partnership Firm: Authority Letter duly signed by all the partners alongwith certified true copy of the Partnership Deed.
- (h) Attornies to be filed in Original
- (i) All photocopies must be self attested/Company attested.

#### 9. Details of Payment Received

Remarks: \_\_\_\_\_  
 Received by \_\_\_\_\_ Checked by \_\_\_\_\_ Authorised by \_\_\_\_\_

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

# PIYUSH VERTICAL

## UNDERTAKING BY APPLICANT:

I/We the aforesaid applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall be, as it is, applicable to my/our legal heirs and successors. I/We understand the speculative nature of the real estate market and I/We am/are moving this application with the knowledge of element of risk attached. I/We will never hold the company liable for any such loss suffered by me/us. I will take care for the following:

- (i) All Cheques/Drafts are to be made in favour of "Piyush Colonisers Ltd." payable at new Delhi/Faridabad only.
- (ii) In case the cheque comprising booking amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- (iii) All amounts received from intending allottee(s) other than Resident India shall be from NRE/NRO/Foreign Currency accounts only.
- (iv) Application shall be considered to be incomplete if not accompanied by photographs of Applicant(s) and other documents as required.
- (v) Persons signing the Application Form on behalf of other person/firm/Company shall file proper original Authorization/Power of Attorney.

Place \_\_\_\_\_

Date \_\_\_\_\_

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

## BASIC TERMS AND CONDITIONS

The basic terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) with the terms and conditions as comprehensively.

1. That the applicant(s) has/have applied for registration/allotment of the Shop in Retail cum Commercial Complex titled "Piyush Vertical" (hereinafter referred to as "the Complex") proposed to be developed at the project titled "Piyush Horizon" of M/s Piyush Colonisers Ltd. (hereinafter referred to as the "Company") situated at Sector-I, NH-8, Dharuhera, Distt. Rewari, Haryana, with full knowledge of Laws, Notification, Rules as applicable to this area. The details of the Shop have been given above and will be hereinafter referred to as the "Unit".
2. That the applicant(s) has/have fully satisfied himself/herself/themselves about the nature of rights, title, interest of the Company in the said Complex, which is to be developed/constructed by the Company as per the prevailing by-law/guidelines of the concerned Director, Town & Country Planning (DTCP), of the State and/or any other authority and has/have further understood all the limitations and obligations in respect thereof. The applicant(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP of the State and/or other authorities in this regard to the Company.
3. That the allotment of the Unit is, in entirety, at the sole discretion of the Company. The allotment of the said Unit shall be provisional and shall be confirmed on signing of the Buyer's Agreement on the Company's standard format. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant(s) shall execute as and when required by the Company. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that the reference shall be made to the detailed terms of the Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant(s).
4. That the applicant(s) has/have examined and satisfied himself/herself/themselves about the status of the said Complex and has/have understood the tentative plans, designs, specifications of the Unit which are pending/under process for submission/approval from the statutory authorities and which may result in such variations/alterations/modifications therein as may be necessary or directed by the competent authority. The delay due to all such process shall not be attributed to the Company. The necessary changes/alterations may involve change in position/location of the Unit, change in its dimensions or area, etc.
5. That timely payment of installments of basic sale price, allied charges/taxes, preferential location charges, EDC, IDC, various Connection and installation charges, additional charges and other charges viz. electric connection charges, fire fighting equipment cost and installation charges, installation charges of water supply system etc. in terms of the Buyer's Agreement, is the essence of the terms of the booking/allotment. However, in the event of breach of any of the terms and conditions of the allotment by the applicant(s), the allotment is liable to be cancelled and the earnest money (20% of the BSP) shall stand forfeited, further the Company shall also deduct the interest on delayed payments. The balance amount, if any, shall be refundable to the applicant(s) without any interest, within six months after the said Unit is allotted to some other intending applicant(s) and after compliance of certain formalities including dealer's NOC by the applicant(s). The Company, however, in its absolute discretion may condone the delay in any due payments by charging penal interest @ 18% p.a. for upto 30 days delay from the due date of payment and @ 24% p.a. thereafter to be compounded annually on all outstanding dues from their respective due dates.
6. That the Company apart from Basic Sale Price (BSP) shall fix Preferential Location Charges (PLC) for certain Units in the said Complex and if the applicant(s) opts for booking of any such Unit, then applicant(s) shall also be liable to pay these charges. Further, the applicant(s) has/have specifically agreed that if due to any change in the layout, the said Unit ceases to be preferentially located, then Company shall refund/adjust the amount of preferential location charges paid by the applicant(s) in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Unit becomes preferentially located, then the applicant(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates. The area of the said Unit will be subject to variation of  $\pm 10\%$ .
7. That any amount, which is refundable to the applicant(s), by the Company, on account of cancellation of the form/allotment, for any reason whatsoever, shall be refundable after the said Unit is allotted to some other intending party, on completion of necessary formalities and on receipt of respective payments from purchaser.
8. That the applicant(s), hereby, agrees that the measurement of the Units mentioned in the non-standard format is only for convenience of the customers and applicant(s) has/have no objection to it.
9. That the applicant(s), hereby, agrees that the amount paid with the application for booking and in installments or as the case may be, to the extent of 20% of the basic sale price of the Unit will collectively constitute the earnest money. The earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of the Allotment Letter/Buyer's Agreement.
10. That the assignment to the allotment of the Unit by the applicant (s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided, however, that the Assignor(s) and the Assignee(s) agree to comply with all the formalities in this regard and the Assignee(s) agrees to abide by all the terms of the allotment.

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

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11. That all the statutory charges, taxes and cess including EDC, IDC, connection charges, installation charges, taxes, service tax, VAT, and other statutory levies etc. demanded or imposed by the concerned authorities shall be payable proportionality by the applicant(s) as per demand raised by the Company. Any Statutory due/charges levied by the competent authority, with retrospective effect, even after the execution of Conveyance Deed shall be recoverable from the applicant(s) as a part of the unpaid sale consideration. The applicant(s) is/are further liable to pay such amount if such charges/ taxes/ levies are revised. Charges/ taxes/ levies/ expenses not mentioned in this form or anywhere else shall not mean their waiver by the Company. Revised or enhanced charges shall also be payable by the applicant(s).
12. That the applicant(s) of the said Unit shall pay Interest Free Maintenance Security (IFMS) for maintaining and up-keeping the said Complex and the various services therein, as may be determined by the Company. Any delay in making payment will render the applicant(s) liable to pay interest @ 18% per annum. Non- payment of any of the charges within the time specified shall disentitle the applicant(s) from the enjoyment of the services. The Company, however, in its absolute discretion may condone the delay by charging penal @ 18% p.a. for upto 30 days delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.
13. That if applicant(s) having NRI status or is/are the foreign national shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of the payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith subject to deductions in respect of any penalty or other charges. The applicant(s) agrees that the Company will not be liable in any manner on such account.
14. That for refund of the amount, the applicant(s) needs to fill up the surrender form, alongwith NOC from the dealer, however, submission of the surrender application doesn't entitle the applicant(s) for any right whatsoever, until such application is accepted expressly by the Company.
15. That the applicant(s) declares that he/she/they is/are competent to enter into the agreement with the Company and he/she/they has/have complied with and completed all formalities/ rules/ regulations applicable and if found otherwise, then he/she/they will indemnify the Company. In any case the Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) to the Company.
16. That the applicant(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their addresses & Email address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by applicant(s). In case of joint applicants or where two or more addresses have been given by the applicants, notice/letter sent on any address will be deemed service on all applicants and they shall be responsible for any default in making payment or for other consequences which may occur, therefrom.
17. That the loans from bank/financial institutions to finance the said Unit may be availed by the applicant(s). However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments/dues. Such excuse shall not be accepted by the Company.
18. That before taking possession of the Unit, the applicant(s) must clear all the dues towards the said Unit and get the Conveyance Deed executed in his/her/their favour by the Company after paying stamp duty, registration fee and other charges/expenses. All charges/expenses in respect of the sale deed shall be borne by the applicant(s).
19. That in case any misrepresentation/concealment/suppression of the material facts are found to be made by the applicant(s), the allotment will be cancelled and the earnest money as mentioned herein above shall be forfeited and the applicant(s) shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
20. That the applicant(s) agrees that the sale of the Unit is subject to force majeure clause which include on account of the non availability of steel, cement or other building, or water supply or electric power or slow down, strike or due to dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of the God, or delay in certain decisions/clearances from the statutory body, due to any order, rules or notification of the Government and/or any other public or competent authority or any other reason beyond the control of the Company. In any of the aforesaid event Company shall be entitled to a reasonable extension of the time for delivery of possession of the said premises on account of force majeure circumstances. The Company as a result of such contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company 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(s)/allottee(s) for the period of delay/suspension of scheme. In consequences of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the applicant(s)/allottee(s) without any interest or compensation whatsoever.
21. That the detailed terms and condition shall form part of Buyer's Agreement which the applicant(s) shall execute as and when required by the Company. In case the buyer refuses or delays in signing the Buyer's agreement then the Company may cancel his allotment and forfeit the earnest money along with charges/ dues.
22. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that the reference shall be made to the detailed terms of the Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant(s). It has been understood by the applicant(s) that all registration charges or other allied expenses will be borne by the applicant(s).
23. That except at the earmarked places, the applicant(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of products etc. He should not put any sign/ mark/ advertisement/ information on the external facade of the said Complex or anywhere on the exterior of the said Complex or common areas. The applicant(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and window etc. or carry out any change in the exterior elevation or design.
24. That the applicant(s) shall have no objection in case the Company creates a charge on the project land/Complex during the course of the development of the said Complex for raising loan from any bank/financial institution. However, such charge, if created shall be got vacated before handing over the possession of the said Unit to the applicant(s).
25. That the applicant(s) undertakes to abide by all the laws, bye-laws, rules and regulations including all old or new laws which may be made applicable to the said Unit/Complex. The applicant(s) understands that in case of any delay in getting clearances of the documents, the Company may be compelled to take some unforeseen steps and the applicant(s) agrees not to raise objections to such acts of the Company.
26. That the applicant(s) shall use/cause to be used the said Unit for Retail cum Commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the said Unit and forfeiture of the earnest money and other dues as stated in clauses hereinabove and the applicant(s) will has/have to compensate the Company for all the other losses resulting therefrom.
27. That wherever it may so appear or applicable, singular shall mean and include plural and masculine gender shall mean and include feminine gender. The expressions shall also be deemed modified and read suitably wherever Buyer is a joint stock Company, a firm or any other body, corporate organization or an association.
28. That if any disputes arising at any time whatsoever, whether in relation to or in connection with this agreement or any other matter whatsoever, the same shall be adjudicated by way of arbitration, which shall be conducted by the arbitrator nominated by the Company. The venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with the Company. The applicant(s) shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with the Arbitrator and Conciliation Act, 1996. That the Courts at New Delhi alone shall have the jurisdiction in all matters whatsoever arising at any time regardless of the place of execution of the present application form/Buyer's Agreement.

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant