



APPLICATION FORM

PIYUSH COLONNADE

PIYUSH BUILDWELL INDIA LTD.
A-16/B1, Mohan Co-operative Industrial Estate,
Main Mathura Road, New Delhi - 110044

Dear Sir,

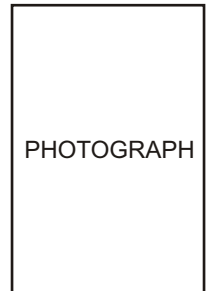
I/We request that I/We may be provisionally allotted a Shop/Unit in the Retail cum Commercial Complex named **"Piyush Colonnade"** proposed to be set up by you at Piyush Heights, Sector - 89, Faridabad (Haryana),

I/We agree to abide by the basic terms and conditions attached to this Applicant Form and also agree to sign and execute, as and when desired by the company the Allotment Letter and 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 money for allotment of Shop/Unit.

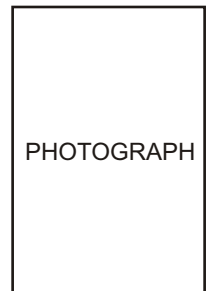
I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/demanded by the Company, failing which the reservation will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/our particulars are given below for your records:-

1. First Applicant Mr./Mrs./Ms.....
 Son / Wife / Daughter of
 Date of Birth.....ProfessionDesignation.....
 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.....
 Income Tax Permanent Account No./Ward No.....



PHOTOGRAPH

2. Second Applicant Mr./Mrs./Ms.....
 Son / Wife / Daughter of
 Date of Birth.....ProfessionDesignation.....
 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.....
 Income Tax Permanent Account No./Ward No.....



PHOTOGRAPH

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Signature of First Applicant

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Signature of Second Applicant

For Office Use Only

Details of Unit :

(i) Floor..... (ii) Unit No.
(iii) Super AreaSq. Ft.*

Details of Unit :

(i) Basic Sale Price Rs.
(ii) Additional Charges Rs.
(iii) EDC & PLC Charges Rs.
(iv) Other Charges (Please Specify)..... Rs.
Total Cost of Unit (Subject to Buyer's Agreement) Rs.

Payment Plan Option: (A) Construction Linked Plan/Installment (B) Down Payment Plan

Particulars of Dealer / Agent :

(i) Name
(ii) Address Pin Code
Telephone No. Fax No..... Mobile
PAN Card No..... Email ID.....
Website

* 1 Metre = 3.28 Feet
1 Sq. Metre = 10.76 Sq. Feet

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Signature of Dealer / Agent

Checklist for receiving official:

- (a) Booking Amount
- (b) Customer Signature on all pages of the Application Form
- (c) Copy of PAN Card
- (d) Copy of Address Proof & Copy of ID Proof
- (e) For Companies: Memorandum & Articles of Association & Board Resolution
- (f) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed
- (g) For NRI : Copy of Passport & Payment through NRE/NRO Account

Remarks:

Received by Checked by Authorised by

UNDERTAKING

1. I/We the above applicant(s) do, hereby, declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any reservation 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 ipso-facto to be applicable to my/our legal heirs and successors.

2. I/We undertake to inform the Company of any change in my/our address or in any other Particular/information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company, shall be deemed to have been received by me/us.

- (i) All Cheques/ Drafts are to be made in favour of **"PIYUSH BUILDWELL INDIA LTD."** Payable at New Delhi/Faridabad only.
- (ii) In case the Cheque compromising booking amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without 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 Indian 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. (enclosed)

Place.....

Date.....

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Signature of First Applicant

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Signature of Second Applicant

BASIC TERMS AND CONDITIONS

- (1) The intending allottee(s) has applied for registration of allotment of Shop/Unit in **“Piyush Colonnade”** proposed to be developed by the Company, with full knowledge of Laws, Notifications, rules as applicable to this area. The details of Shop/ Unit have been given earlier and will be hereinafter referred to as “the Unit”.
- (2) The intending Allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the land where the Retail cum Commercial Complex “Piyush Colonnade” in Piyush Heights, Sector - 89, Faridabad (Haryana), is proposed to be developed.
- (3) The applicant has fully satisfied himself about the nature of rights, title and interest of the Company in the said project, which is to be developed/constructed by the Company as per the prevailing bye-laws/guidelines of the concerned Director, Town & Country Planning (DTCP), Haryana, and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. Issued by such DTCP, Haryana, and/or other authorities in this regard to the Company.
- (4) All additional statutory charges eg. External Development Charges, Infrastructure Development Charges, taxes, cess, service tax, VAT, statutory levies etc. imposed or to be by the Concerned Statutory Authorities, shall be payable proportionately by the Applicant from the date of Letter of Intent (LOI). 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 as a part of unpaid sale consideration.
- (5) The Company apart from basic price shall fix Preferential Location Charges (PLC) for certain Units in the Retail cum Commercial Complex and if intending Allottee(s) opts for booking of any such Unit, he/she/they shall also be liable to pay these charges.
- (6) The Allotment made by the Company shall be deemed to be provisional and the Company shall have the right to effect suitable alterations in the layout plan, as and when found necessary. Such alterations may include change in the Area, Layout Plan, Floors, and number of Shop/Unit, and increase/decrease in the area of Shop/Unit. That the option of Company's Architect on such changes will be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Super Area of the Shop/Unit or in case the Shop/Unit becomes preferentially located, Basic Sale price and/or P.L.C. shall be payable/adjustable at the original rate at which the Shop/Unit(s) has been booked for allotment. Area of the unit will be subject to variation of $\pm 10\%$.
- (7) The applicant shall before taking possession of the Shop/Unit(s), must clear all the dues towards the Retail cum Commercial Complex and have the Conveyance Deed for the said Retail cum Commercial Complex executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses.
- (8) The applicant shall use/cause to be used the said Retail cum Commercial Complex for commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Retail cum Commercial Complex and forfeiture of the earnest money. Earnest money shall mean 15% of the Basic Sale Price.
- (9) Timely payment of all charges/taxes, installments of basic sale price, preferential location charges, EDC, 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 Buyer's Agreement, is the essence of booking/allotment. However, in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment shall be cancelled at the discretion of the Company and the earnest money shall stand forfeited, further the company shall also deduct interest on delayed payments. The balance amount if any shall be refundable to the applicant without any interest, within six months after the said Unit is allotted to some other intending Applicant and after compliance of certain formalities including dealer's NOC (No Objection Certificate) by the Applicant. The Company, however, in its absolute discretion may condone the delay in any due payments by charging penal interest @ 18% p.a. for up to 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.
- (10) In case of joint Applicants, all communication may be addressed to any of the applicant, which shall for all purposes be considered as duly served upon all the Applicants and no separate communication shall be necessary to the other named Applicants. Correspondence by the First Applicant alone shall be entertained by the company. The Applicant shall inform the Company in writing of any change in the mailing address & E-mail address (if any) mentioned herein above failing which all demands, notices or any correspondence etc. shall be mailed to the addresses given in this application and shall be deemed to have been duly received by the Applicant.
- (11) The intending Allottee(s) undertakes to abide by all bye-laws, laws, rules and regulations including all old or new laws which may be made applicable to the said Shop/Unit Complex at the time of consideration.
- (12) The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Retail cum Commercial Complex.

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Signature of First Applicant

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Signature of Second Applicant

- (13) Any amount, which is refundable to the applicant, by the company, on account of cancellation of the Form/Allotment, for any reason, whatsoever, shall be refundable after the unit is allotted to some other intending applicant, on completion of necessary formalities and on receipt of respective payments from intending party.
- (14) To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the MOU/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant.
- (15) Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company. It has been understood by the applicant that all registration charges or other allied expenses will be borne by the applicant.
- (16) The Company shall endeavor to give possession of the Shop/Unit to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for possession.
- (17) That if I/We in future surrender/cancel the advance registration. I/We shall give NOC (No Objection Certificate) from the dealer through whom booking/was made.
- (18) If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned herein above, shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect. The applicant will be further liable for all legal consequences arising out of such misrepresentation/concealment/suppression of facts.
- (19) The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which include delay on account of the non availability of steel, cement or other building materials, 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 God, delay in certain decisions/clearances from the statutory body, or if non delivery of possession is as a result of any notice, 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 and in any of the aforesaid event that Company shall be entitled to a reasonable corresponding extension of the time of 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 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 intending allottee(s) without any interest or compensation whatsoever.
- (20) That if any dispute arises 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 exclusively 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 Allottee shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with the Arbitration and conciliation Act, 1996. That the Courts at Delhi alone shall have the jurisdiction in all matters whatsoever arising at any time regardless of the place of execution of this Agreement.

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Signature of First Applicant

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Signature of Second Applicant