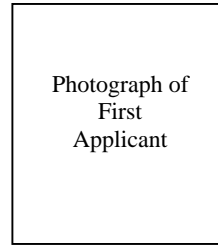


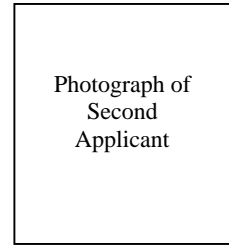
PLATINUM PLUS APPLICATION FORM

To,

KLJ Town Planners Pvt. Ltd.
KLJ House, 63, Rama Marg,
Najafgarh Road,
New Delhi - 110015



**First
Applicant**



**Second
Applicant**

SUB.: APPLICATION FOR ALLOTMENT OF FLAT IN THE RESIDENTIAL COLONY AT FARIDABAD – “PLATINUM PLUS”

Dear Sir,

I / We, the Applicant(s) / Intending Allottee(s) named herein below, wish to apply for Allotment of a Flat in the Residential Colony, “PLATINUM PLUS”, being developed in Sector 77, Village Neemka, Tehsil and District Faridabad, Haryana.

I/We am/are enclosing herewith cheque / Draft / Pay Order No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on (Bank & Branch _____) in favour of “**KLJ TOWN PLANNERS PVT. LIMITED**” towards part of the Earnest Money. I / We agree to pay further installments as requested as per Payment Plan A / Plan B opted by me / us and annexed hereto.

I / We agree to sign and execute, as and when required by the Company, the “Flat Buyer’s Agreement of PLATINUM PLUS” on the Company’s standard format and till such time I / we agree to abide by the terms and conditions of allotment contained herein.

FIRST APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____ PIN Code _____

E-Mail : _____

Ph.No.(O) _____ (R) _____

Mobile No. _____

PAN _____

CIN : _____

Ward/ Circle/ Range/ City _____

SECOND APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____ PIN Code _____

E-Mail : _____

Ph. No.(O) _____ (R) _____

Mobile No. _____

PAN _____

CIN : _____

Ward/ Circle/ Range/ City _____

Super Area:

_____ Sq. ft. (approx.)

Preferred Floor:*

(i) 1st Preference: _____

(ii) 2nd Preference: _____

* Allotment of Preferred Floor is subject to availability.

Total Cost of the Flat:

As per Schedule of Payment annexed

Payment Plan:*

As per Plan A / Plan B annexed

(i) **Plan A**
- Down Payment Plan

(ii) **Plan B**
- Construction Linked Plan

* Tick the relevant box

Declaration

I / We, the above named Applicant(s) / Intending Allottee(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing has been concealed. Any allotment against this application shall be subject to the terms and conditions attached to this application, which I/We have signed in token of having accepted the same. The terms and conditions and the payment plan attached to this application, shall ipso-facto be applicable to my / our legal heirs, successors and transferees. I/we have clearly understood that this application does not entitle the Intending Allottee(s) to claim the allotment of a Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I /we declare that in case of non-allotment of the Flat, my/our claim shall be limited only to the refund of Booking amount paid without any interest. I / we have read all pages of this application form and payment plan.

Signature(s):*

Name(s) _____
(First Applicant / Intending Allottee)

(Second Applicant / Intending Allottee)

Date: _____

Place: _____

* Should be signed by all Applicants / Intending Allottees.

If through Dealer/Agent, his particulars:-

- (i) Name _____
- (ii) Address _____
_____ Pin Code: _____
- (iii) Telephone _____ Fax No. _____ Mobile No. _____
- (iv) PAN _____

(Signature of Dealer / Agent)

For office use only

1. Application received by _____
2. Cheque / Draft / Pay Order No. _____ Dated _____ for Rs. _____
drawn on (Bank) _____ (Branch) _____
3. Application Accepted / Rejected _____

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
- (b) Customer signature on all pages of the Application Form and Terms & Conditions
- (c) Photographs (two copy each) of Applicant and Second Applicant
- (d) Copy of Address proof of Applicant and Second Applicant
- (e) PAN Card/ Form-60 of Applicant & Second Applicant
- (f) For Companies: Memorandum & Articles of Association, Board Resolution and CIN.
- (g) For NRIs: Copy of Passport & Payment through NRE / NRO Account

Remarks: _____

Received By

Checked By

Approved By

TERMS & CONDITIONS FOR ALLOTMENT OF FLAT IN “PLATINUM PLUS”, SECTOR 77, FARIDABAD, HARYANA

1. The Intending Allottee(s), named in the accompanying Application, has / have made and submitted the accompanying Application, to KLJ Town Planners Pvt. Limited, having its registered office at KLJ House, 63-Rama Marg, Najafgarh Road, New Delhi-110 015 (“the Company”), for Allotment of a Flat in the Residential Colony, “PLATINUM PLUS”, being developed in Sector 77, Village Neemka, Tehsil & District Faridabad, Haryana, with full knowledge and subject to laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her/ them.
2. The Intending Allottee(s) has / have fully satisfied himself / herself / themselves as to the right, title and interest of the land owning Companies in the land comprised in “PLATINUM PLUS”, their right to develop, construct, sell and deal with the residential flats proposed to be constructed thereon in respect of which the Director, Town & Country Planning, Haryana, Chandigarh has issued licences and of the Company to undertake development, construction, marketing and sale of the flats at the rates and on the terms and conditions to be decided by it and also to receive all payments and issue receipts thereof.
3. The Intending Allottee(s) agree(s) to sign and execute the “Flat Buyer’s Agreement of PLATINUM PLUS”, on the Company’s standard format, seen & read by the Intending Allottee(s), who agree to abide by the terms & conditions of sale laid down therein. If anything is not covered or made clear by these terms & conditions, it is agreed by the Intending Allottee(s) that reference shall be made to the detailed Buyer’s Agreement.
4. The Intending Allottee(s) shall pay to the Company the total Cost of the Flat mentioned in the accompanying Application Form as per the Payment Plan opted by him/her/them. All payments by the Intending Allottee(s) shall be made to the Company through Demand Draft / Local Cheque / Pay Order drawn upon a scheduled Bank in favour of, “**KLJ TOWN PLANNERS PVT. LTD.**”, payable at New Delhi.
5. The Intending Allottee(s) shall pay the Basic Sale Price and other charges on the basis of Super Area of the Flat, which shall mean and include the covered area inclusive of the area of the Flat under periphery walls, area under the columns, walls and half the area of the walls common with other Flats including internal balconies, if any, and pro rata share of common area in the entire building including those areas utilized for the services, viz. area under staircases, circulation area, lifts, if any, shafts, passages, corridors, lobbies, refuge areas, maintenance and service rooms.
6. For preferentially located Flat, extra charges, as decided by the Company, shall be payable by the Intending Allottee(s).
7. The Intending Allottee(s) shall make the payment of Basic Sale Price, External Development Charges (EDC), Infrastructure Development Charges (IDC), Preferential Location Charges (where applicable), Interest Free Maintenance Security, Maintenance Charges, any VAT/GST, Service Tax and all other Taxes/ Cess, if applicable and charges, statutory or otherwise, even if they are retrospective in effect, as may be communicated to him/ her/ them from time to time. The External Development Charges, Infrastructure Development Charges and other levies have been charged as per the present rate fixed by the Haryana Government and any increase in these charges or any further levy of other cess(es) in future, even if retrospective in effect, the same shall be payable by the Intending Allottee(s) proportionately as and when demanded by the Company.
8. The Company and the Intending Allottee(s) agree that the amounts paid with the Application for Allotment and thereafter in installments or as the case may be, to the extent of 25% of the basic sale price of the Flat will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited and allotment upon being given shall stand cancelled in case of non-fulfillment of these terms & conditions and those of the Buyer’s Agreement as also in the event of failure by the Intending Allottee(s) to sign and submit the Buyer’s Agreement within 30 days of dispatch by the Company.
9. Timely payment of installments as per the Payment Plan agreed by the Intending Allottee(s) and other dues shall be the essence of this contract. It shall be incumbent upon the Intending Allottee(s) to comply with the terms of payment and other terms & conditions of allotment and sale. The Intending Allottee(s) has / have agreed that except under construction Linked Payment Plan the Company is under no obligation to send reminders for payment. In case, the payment of any installment is delayed, the Intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount, @ 18% per annum, compounded quarterly, until the dues are cleared. However, if the Intending Allottee(s) fail(s) to pay any installment with interest within 90 days, from the due date, the Company shall have the right to forfeit the entire amount of Earnest Money deposited by the Intending Allottee(s) and in such a case the allotment of the Flat shall stand cancelled and the Intending Allottee(s) shall be left with no right or interest in the Flat. The amount paid if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Intending Allottee(s), after the Flat is allotted to some other Intending Allottee(s).
10. The Basic Sale Price of the Flat as mentioned in the Schedule of Payment is fixed and free from escalation to the extent of increase in prices of inputs up to 10%. In case prices of inputs increase beyond 10% there shall be a revision in the Basic Sale Price of the Flat and the increased price shall be the Basic Sale Price payable by the Intending Allottee(s). The decision of the Company in this respect shall be final, conclusive and binding on the Intending Allottee(s).
11. All taxes and statutory levies presently payable in relation to land comprised in “PLATINUM PLUS” have been included in the Cost of the Flat on a pro-rata basis. However, in case, any further tax / charges are imposed by the Government or other statutory authorities, the same shall be payable proportionately by the Intending Allottee(s) on demand by the Company.
12. In case the Company is forced to abandon the project for any reason whatsoever, the Company’s liability shall be limited to the amount paid by the Intending Allottee(s) without any interest or compensation within 6 months from the happening of such an eventuality.
13. Prior to the execution of the Conveyance Deed in favour of the Intending Allottee(s), on payment of transfer charges/ administrative charges as decided by the Company, the Intending Allottee(s) shall be entitled to get the name of his / her / their nominee substituted in

his / her /their place with the prior approval of the Company, which may in its sole discretion permit the same on such terms and conditions as it may deem fit.

14. The Intending Allottee(s) has / have examined the plans, designs, specifications of the Flat which are tentative and acknowledges that the Company may effect suitable and necessary alterations, variations, additions, deletions, modifications therein, if and when found necessary, resulting in change in the position of the Flat, its size, floor-plan layout, block and number of the Flat, etc, as the Company may deem necessary, in its sole discretion or as may be directed by any competent authority. The Intending Allottee(s) agree that this shall not give him / her / them a right to seek cancellation of this Application for Allotment or the Buyer's Agreement except in case of variation, for reasons other than those contained in Clauses 15 & 24 herein, in the Super Area by more than $\pm 10\%$ in which case the Intending Allottee(s) may terminate the Agreement and the Company shall refund the amount paid by the Intending Allottee(s) towards cost of the Flat with simple interest @ 6% per annum. The Intending Allottee(s) hereby further agree that no other claim, monetary or otherwise will be raised in case of any change. The Intending Allottee(s) also agree to accept alternate space if it so becomes necessary.
15. The Company shall develop PLATINUM PLUS in accordance with tentative and consolidated Layout Plan to be approved by statutory/ competent authority. However, if any, changes in the said Layout Building Plan and/ or drawings are required by any statutory authorities the same shall be suitably effected by the Company, which the Intending Allottee(s) hereby acknowledges.
16. The Intending Allottee(s) shall also be liable to make the payment in respect of Electricity Connection Charges, Fire Fighting Charges, Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices Installation Charges and those of any other facilities the installation of which may be stipulated by any authority.
17. If any dues and other sums are payable by the Intending Allottee(s) to the Company even after the conveyance of the Flat in favour of the Intending Allottee(s), the Company shall have the first charge/ lien on the Flat in respect of such dues and other sums.
18. The Company shall endeavor to hand over the possession of the Flat to the Intending Allottee(s) within a period of 30 months from the date of sanction of building plans and a grace period of 180 days thereafter for applying and obtaining the Occupation/Completion Certificate subject to force majeure circumstances and receipt of full payment as per Schedule of Payment and other charges due / demanded and payable up to the date of possession including stamp duty, registration, documentation, mutation charges as applicable from time to time and all other incidental and legal expenses for execution and registration of Sale Deed and Mutation of the Flat. The Company, on completion of the construction shall issue final call notice to the Intending Allottee(s) who shall, within 30 days thereof, remit all dues whereupon the Company shall handover possession of the Flat. The execution and registration of the Conveyance Deed will be done in favour of the Intending Allottee(s) within a reasonable time from taking of possession. The Intending Allottee(s) shall become the owner of the Flat and the Company shall cease to be the owner thereof upon execution of the Conveyance Deed. Prior to such conveyance no ownership rights in the Flat would vest with the Intending Allottee(s).
19. The Company shall pay penalty calculated @ Rs.5/- per sq. ft. of the Super Area of the Flat per month if it fails to handover possession of the Flat within 30 months from the date of sanction of building plans, subject to force majeure circumstances and other compliance of conditions in Clause 18 above by the Intending Allottee(s).
20. The Intending Allottee(s) shall be allowed an upfront discount of 3% on all installments of Basic Sale Price, if the respective installment amount is paid by the Intending Allottee(s) to the Company on or before due date, whereupon the discount shall be credited to the account of Intending Allottee(s) by the Company. However, the discount of 3% given by the Company to the Intending Allottee(s) shall be subject to the Intending Allottee(s) making timely payment of each installment and is restricted to the amount of each installment of Basic Sale Price. The said discount would not construe and mean a discount against the total Cost of the Flat. The Intending Allottee(s) understand(s) and agree(s) that the offer of 3% discount on timely payment of each installment of Basic Sale Price is at the sole discretion of the Company which can be withdrawn by the Company at any point of time without assigning any reason whatsoever. The Intending Allottee(s) further understand(s) and agree(s) that the present offer of discount will not apply to and cover other charges, taxes, cesses etc. which are liable to be paid by the Intending Allottee(s). The Intending Allottee(s) further understand(s) and agree(s) that the discount of 3% as stated herein shall only be allowed against timely payment of each installment of the Basic Sale Price and that the same is not applicable to the Registration/ Booking amount which the Intending Allottee(s) has (have) to pay in full.
21. The Intending Allottee(s) shall take possession of the Flat within 30 days from the date of notice of possession, failing which the Company shall not be responsible for any loss or damage to the finishings / fittings / fixtures in the Flat, occasioned due to the failure of the Intending Allottee(s) to take possession within the stipulated time. Besides, the Intending Allottee(s) shall be liable to pay to the Company damages calculated @ Rs.5/-per sq. ft. of the Flat per month and maintenance charges, as determined by the Company / Maintenance Agency for the period of such delay till the date the actual physical possession is taken over by the Intending Allottee(s).
22. The Intending Allottee(s) agree(s) to enter into a Maintenance Agreement, in the format prescribed by the Company or such other 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 Residential Colony. Due execution of the Maintenance Agreement shall be a condition precedent to handing over the possession and/ or Conveyance of the Flat. The Intending Allottee(s) undertake(s) to pay the maintenance bills, raised by and at the rate determined by the Company or its nominated Maintenance Agency. The Intending Allottee(s) agree(s) to deposit and to always keep deposited with the Company a Maintenance Security Deposit. The said Deposit paid by the Intending Allottee(s) to the Company or the available balance thereof shall be transferred by the Company to the "Association of the Residents", as soon as the same is constituted.
23. That the Intending Allottee(s) has/ have fully understood and agree(s) that in case he/she/it withdraws or cancels his/her/its application for the allotment of Flat, for any reason whatsoever at any point of time then the Company may, at its sole discretion, cancel/ terminate the application/ allotment and shall forfeit the entire amount of earnest money paid by the Intending Allottee(s) and refund the balance amount without interest after adjustment of interest accrued on delayed payment and other dues, if any.

24. The Company and the Intending Allottee(s) are well aware that the proposed Real Estate Management (Regulation & Control) Act is likely to come into force whereupon, due to the provisions of the same, if any change is required to be made in the structure or any term of these Terms & Conditions including but not restricted to amendments to super area, carpet area, built up area etc., then all the recommendations which need to be incorporated shall be so incorporated by way of an addendum hereto or by way of revising these Terms & Conditions for which the Intending Allottee(s) shall have no objection. Such change may involve proportional increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the provisions of the said Act but the total price payable for the Flat and other terms and conditions contained herein shall remain unchanged.
25. That any amount paid by the Intending Allottee(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
26. The Intending Allottee(s) shall get his / her / their complete address registered with the Company at the time of making the Application for Allotment and it shall be his / her / their responsibility to inform the Company about all subsequent changes, if any, in his / her / their address(es) and obtain confirmation thereof in writing from the Company, failing which all demand notices and letters posted by the Company at their first registered address or any subsequent change thereof will be deemed to have been received him / her / them at the time when the mail should ordinarily reach such address(es). The Intending Allottee(s) shall be responsible for any default in payment and / or other consequences that might follow. In all communications, the reference of Flat booked must be mentioned clearly.
27. The Intending Allottee(s) undertake to abide by all the laws, rules and regulations, including the Haryana Apartment Ownership Act, 1983, or any other law that may be made applicable to the said Residential Colony and the Flat being purchased.
28. The Intending Allottee(s) shall be solely responsible for compliance with all applicable laws, notifications, guidelines etc. relating to purchase of immovable property and to sign all requisite applications, forms, undertakings necessary for the purpose.
29. Loans from Banks/Financial Institutions to finance the allotted Flat may be availed by the Intending Allottee(s). However, the Company shall not be held responsible in any manner, if a particular Bank/Financial Institution refuses to finance the allotted Flat on any ground.
30. The allotment of the Flat is entirely at the discretion of the Company and the Company has the right to reject any Application without assigning any reason.
31. The Intending Allottee(s) agree(s) that the sale of the Flat contemplated herein is subject to force majeure circumstances which inter-alia include delay on account of non-availability of steel, cement and all other building materials, or water supply, or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company or of the supplier, civil commotion, or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions / clearances of statutory body or if non delivery of possession is as a result of any notice, order, rule or notification of the Govt. and/or any other public or competent authority or of any reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable corresponding extension of time for delivery of possession of the Flat booked. The Company as result of such a contingency arising reserves the right to alter or vary the terms & 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 Intending Allottee(s) for the period of delay/suspension of Scheme. In consequence of the Company, abandoning the scheme, the Company's liabilities shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.
32. The Courts at New Delhi shall have the exclusive jurisdiction in respect of all matters arising out of and / or concerning this transaction to the exclusion of all other Courts.

I/We, the Intending Allottee(s), do hereby declare and confirm that the terms & conditions contained in clauses 1 to 32 above have been read by me / us / read out to me / us and that I / we have understood the same and I / we agree to abide by them.

***Signature(s) of the Intending Allottee(s):**

Name(s) _____
(First Applicant / Intending Allottee)

(Second Applicant / Intending Allottee)

Date: _____

Place: _____

* Should be signed by all Joint Applicants / Intending Allottees

PLATINUM PLUS
Sector-77, Faridabad

SCHEDULE OF PAYMENT

COST OF THE FLAT:

- I. **Basic Sale Price (BSP):** Rs. _____/-
- II. **External Development Charges (EDC) & Infrastructure Development Charges (IDC)** Rs. 170/- per sq. ft
- III. **Covered Car Parking (Optional)** Rs.1,50,000/-
- IV. **Preferential Location Charges (PLC)**
- For First Floor Rs. 75,000/-
For Second Floor Rs. 50,000/-
- V. **Other Charges**
- Stamp Duty, Registration, Mutation and other legal expenses extra.

Note: -

1. Payment should be made by Cheque / Demand Draft only, favoring “**KLJ Town Planners Pvt. Ltd.**” payable at New Delhi.
2. In case of any upward revision of EDC & IDC by Govt. Agencies in future, the same will be recovered proportionately.
3. Prices indicated above are subject to revision at the sole discretion of the Company without prior notice.
4. Prices ruling on the date of booking and its acceptance by the Company shall be applicable.
5. Other Charges such as Stamp Duty, Registration Charges, Mutation and other legal expenses etc. shall be payable at the time of possession.

Signature _____

Signature _____

Name _____

Name _____

PAYMENT PLAN-A

Down Payment Plan (8% Rebate on Basic Sale Price)

At the time of Registration/ Booking	10% of BSP
Within 45 Days from date of Registration/ Booking	85% of BSP + EDC & IDC + PLC + Car Parking (if applicable)
On Possession	5% of BSP + other charges as indicated below.

Other Charges:

1. Stamp Duty, Registration, Mutation and other legal expenses.

Signature_____

Signature_____

Name_____

Name_____

PAYMENT PLAN-B

Construction Linked Payment Plan

At the time of Registration / Booking	Rs.1.5 Lac (2BR), Rs.1.75 Lac (3BR-Type A) and Rs.2.0 Lacs (3BR-Type-B)
Within 100 days from date of Registration/ Booking	Balance of 25% of BSP
At the start of Construction	10% of BSP + 25% of EDC & IDC
On casting of Ground Floor Slab	10% of BSP + 25% of EDC & IDC
On casting of First Floor Slab	10% of BSP + 25% of EDC & IDC
On casting of Second Floor Slab	10% of BSP + 25% of EDC & IDC
On casting of Third Floor Slab	10% of BSP + 50% of PLC
On casting of Fifth Floor Slab	7.5% of BSP + 50% of PLC
On Completion of Brickwork	7.5% of BSP + Car Parking (if applicable)
On Completion of Flooring	5% of BSP
At the time of offer of Possession	5% of BSP + Other Charges indicated below.

Other Charges:

1. Stamp Duty, Registration, Mutation and other legal expenses.

Note:

1. An upfront discount of 3% shall be allowed on all installments of BSP if the respective installment amount is paid on or before due date.

Signature_____

Signature_____

Name_____

Name_____