

APPLICATION FORM

NIRVANA FLOORS APPLICATION FORM

To,

KLJ Developers Private Limited
KLJ House, 63, Rama Marg,
Najafgarh Road,
New Delhi - 110015

Photograph of
First
Applicant

First
Applicant

Photograph of
Second
Applicant

Second
Applicant

SUB.: APPLICATION FOR ALLOTMENT OF FLAT IN THE RESIDENTIAL COLONY AT BAHADURGARH – “NIRVANA FLOORS”

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, “NIRVANA FLOORS”, being developed in Sector 15, Village Kassar, Tehsil Bahadurgarh, District Jhajjar, 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 DEVELOPERS PRIVATE 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 NIRVANA FLOORS” 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 and timely payment.

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 “NIRVANA FLOORS”, SECTOR 15, BAHADURGARH, HARYANA

1. The Intending Allottee(s), named in the accompanying Application, has / have made and submitted the accompanying Application, to KLJ Developers Private 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, “NIRVANA FLOORS”, being Sector 15, Village Kassar, Tehsil Bahadurgarh, District Jhajjar, Haryana, 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 Company, SHV Buildwell Private Limited, having its registered office at KLJ House, 63, Rama Marg, Najafgarh Road, New Delhi-110 015 in the lands comprised in NIRVANA FLOORS; of the Developer Company, Cadillac Buildwell Private Limited, having its registered office at KLJ House, 63, Rama Marg, Najafgarh Road, New Delhi-110 015, and 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 as also of the Seller to undertake 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 in its name and issue receipts thereof.
3. The Intending Allottee(s) agree(s) to sign and execute the “Flat Buyer’s Agreement of NIRVANA FLOORS”, 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 DEVELOPERS PRIVATE LIMITED**”, payable at New Delhi.
5. The Intending Allottee(s) shall pay the Total Cost of the Flat comprising of 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, Preferential Location Charges (where applicable), Car Parking Space Charges, Club Membership Charges, Interest Free Maintenance Security, Maintenance Charges, Development Charges towards carrying out development works inside or around the Group Housing Colony including but not limited to External Development Charges (EDC), Infrastructure Development Charges (IDC), Charges for augmentation of infrastructure, any interest paid or payable thereon to the authorities concerned, cost of other development works as may be undertaken by the Company within or around the Group Housing Colony which are not charged specifically elsewhere, cost incurred by the Company on the capital invested in making the payment of any of the Development Charges, any VAT/GST, Service Tax, Labour Cess 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 Development Charges have been charged as per the interim rates of EDC and IDC fixed by the Haryana Government. Any increase in EDC and/ or IDC or any future levy of other levies/ cess(es) in future, even if retrospective in effect, or in costs incurred by the Company in making payments thereof shall increase the rates of Development Charges. The final amount of Development Charges shall be paid by the Intending Allottee(s) to the Company on demand without any objection and/ or protest.
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 20% of the basic sale price of the Flat, delay charges and Brokerage paid, if any, 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 by the Intending Allottee(s) 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 “NIRVANA FLOORS” 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 Company has represented and the Intending Allottee(s) has/ have specifically agreed and acknowledged that the Company is in the process of obtaining sanction and approval of the Building Plan(s) of Nirvana floors from the authorities concerned. The Intending Allottee(s) has / have examined the tentative plans, designs, specifications of the Flat and acknowledges that the Company may effect suitable and necessary alterations, variations, additions, deletions, modifications therein, if and when found necessary, resulting in increase/ decrease of floors in the Towers, 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 & 25 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 NIRVANA FLOORS in accordance with consolidated Layout Plan approved by statutory/ competent authority. However, if any, changes in the said Layout Building Plan and/ or drawings are required by any statutory authorities or otherwise, 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. The Intending Allottee(s) agrees that the reserved car parking space allotted to him / her / them shall not form part of the common area of the building, for the purpose of the declaration, which may be filed by the Company, under the Haryana Apartment Ownership Act, 1983, as amended from time to time. As the reserved car parking space is an integral amenity of the Flat, the Intending Allottee(s) undertake(s) not to sell / transfer / deal with the reserved car parking space independent of the Flat.
18. 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.
19. The Company shall endeavor to hand over the possession of the Flat to the Intending Allottee(s) within a period of 40 months from the date of execution of Flat Buyer's Agreement of NIRVANA FLOORS 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 and timely 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).
20. 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 the period specified in Clause 19 herein, subject to force majeure circumstances and other compliance of conditions in Clause Nos.19 and 23 herein by the Intending Allottee(s).
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 have the option to cancel the allotment and avail of the remedies as may be stipulated in the Flat Buyer's Agreement or the Company may, without prejudice to its rights under the Flat Buyer's Agreement, at its sole discretion, decide to condone the delay by the Intending Allottee(s) on the conditions that the Intending Allottee(s) shall pay to the Company holding charges @ Rs.5/- per sq. ft. of the Super Area of the Flat per month and maintenance charges as may be 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). However, in such case 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.
22. 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.
23. 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.

24. That the Intending Allottee(s) has/ have fully understood and agreed that in the event the Intending Allottee(s) choose(s) to cancel this Application or is in breach of any terms and conditions including but not limited to sending the duly signed copy of Flat Buyer's Agreement within 30 days of the receipt of the same, the Company shall be released and discharged of all liabilities and obligations on this Application. The Intending Allottee(s) further understand(s) and agree(s) that pursuant to any of such conditions, the Company shall, at any stage, have the right to resale the Flat to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such an event, the Company will refund to the Intending Allottee(s) the amount paid by the Intending Allottee(s) without any interest after deducting the dues and interest, if any.
25. 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.
26. That any amount paid by the Intending Allottee(s) shall first be adjusted towards interest accrued on account of default in payments, if any, and then towards unpaid or partly paid installments, and/ or other outstanding amounts, if any.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. This Application does not constitute an Agreement for Sale.
34. 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 34 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

NIRVANA FLOORS
Sector-15, Bahadurgarh

SCHEDULE OF PAYMENT

COST OF THE FLAT:

I.	<u>Basic Sale Price (BSP):</u>	Rs. _____/-
II.	<u>Development Charges*</u>	Rs. 200/- per sq. ft.
III.	<u>IFMS</u>	Rs.50/- per sq. ft.
IV.	<u>Car Parking</u>	Free
V.	<u>Club Membership</u>	Free
VI.	<u>Power Backup (5KVA)</u>	Free
VII.	<u>Other Charges</u>	

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

Note: -

- 1. Service tax as applicable will be charged extra.**
2. Payment should be made by cheque / draft only, favoring “**KLJ Developers Private Limited**” payable at New Delhi.
3. In case of any upward revision of EDC & IDC by Govt. agencies in future, the same will be recovered proportionately.
4. Prices indicated above are subject to revision at the sole discretion of the company without prior notice.
5. Prices ruling on the date of booking and its acceptance by the company shall be applicable.
6. Other charges such as ECC, IFMS, Stamp Duty and Registration etc. shall be payable at the time of Possession.
7. In case of early possession beyond this payment plan the rest of the installments to be paid at the time of offer of possession itself.
8. *Development Charges (“DC”) shall mean the amount charged by the Company from the Applicant(s)/ Intending Allottee(s) as on the date of making the application towards carrying out the development works inside or around the Group Housing Colony including but not limited to the payment of the following: External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) as presently conveyed and/ or demanded by HUDA, DTCP or the Government of Haryana with respect to the Group Housing Colony; Charges for augmentation of infrastructure; Any interest paid and/ or payable thereon to the concerned authorities; The cost of such other development works as may be undertaken by the Company within or around the Group Housing Colony which are not charged specifically elsewhere; Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges.

Signature_____

Signature_____

NAME_____

NAME_____