

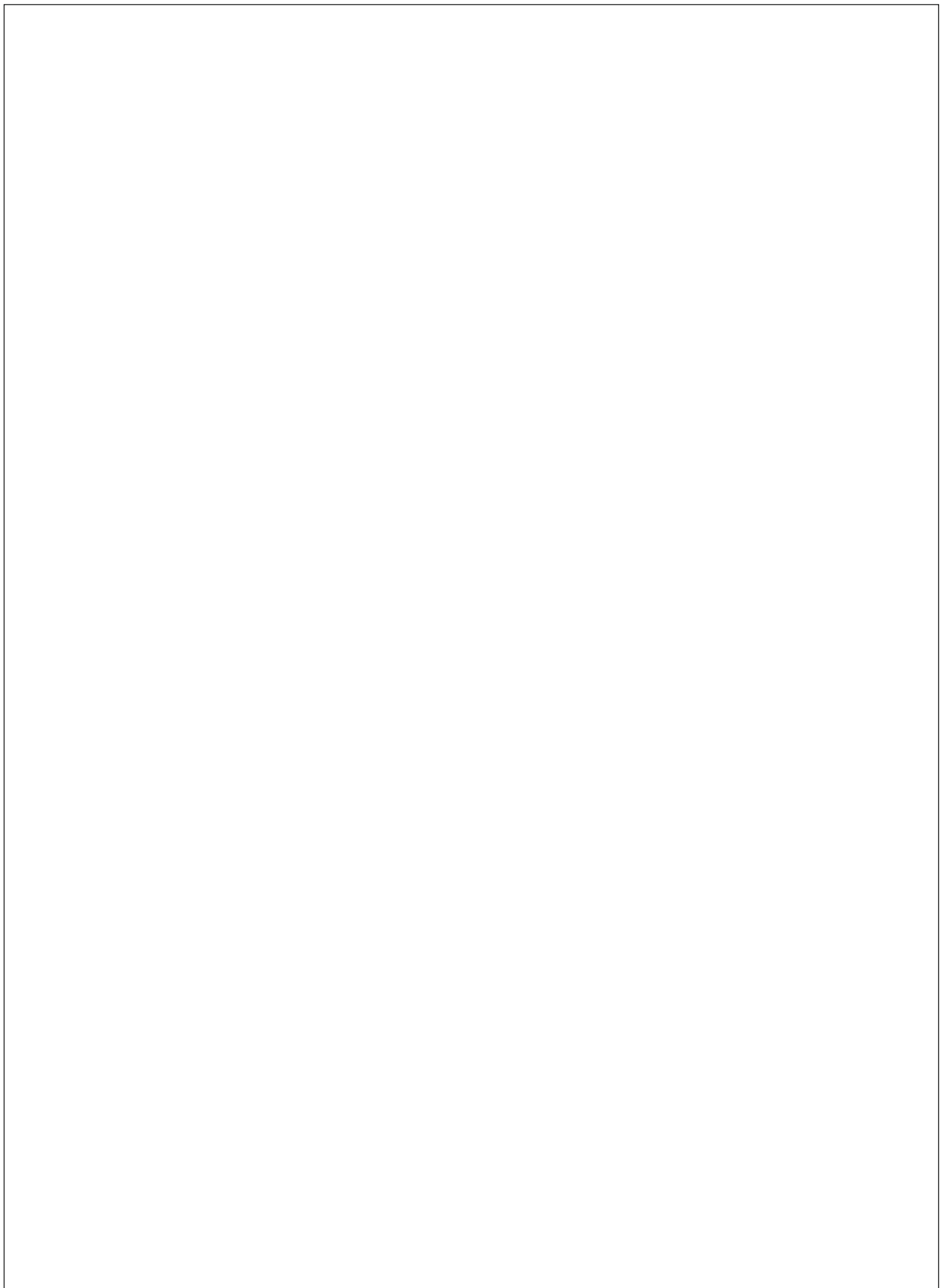


## **DREAM TERRACES, NEEMRANA**

### **Application Form**

For Provisional Allotment of Floors

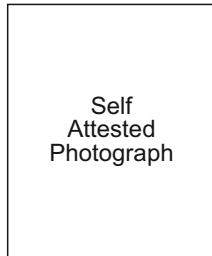




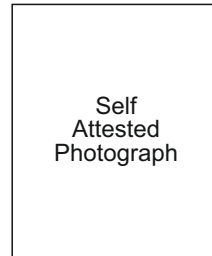
## BOOKING APPLICATION FORM FOR RESIDENTIAL FLOORS

Dear Sir,

I/We here by apply for booking of one Residential Floor in Township project "Dream Terraces" proposed to be developed by your Company at Mohaldiya, Neemarana (Rajasthan) after understanding the project, specifications and salient features of the project and the Floor. Our details are as below :-



Sole / First Applicant



Joint / Second Applicant

**A. Applicant Details :**  
Please fill in BLOCK LETTERS

1.	Full Name .....		Full Name .....
	.....		.....
2.	Relationship to the first Applicant (only in case of Joint application)		.....
3.	Father's / Husband's / Guardian's Name Full Name .....		Father's / Husband's / Guardian's Name Full Name .....
	.....		.....
4.	Date of Birth .....		Date of Birth .....
5.	Occupation <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others		Occupation <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others
6.	Name & Address of Business / Office ..... .....		Name & Address of Business / Office ..... .....
7.(a)	PAN Card No. ....		PAN Card No. ....
(b)	Ward / Circle / Special range and place of assessment of Income Tax		.....
8.	Permanent Address .....		Permanent Address .....
	.....		.....
	.....		.....
9.	Correspondence address of the First Applicant		.....
			.....
			.....
10.	Phone with STD code (Home)..... (Works)..... (Mobile)..... (Fax)..... (E-mail) .....		

- 11. Residential Status : Resident / Non-Resident  
Foreign National of Indian Origin
- 12. Passport Number in case the Applicant is  
NRI / PIO / OCI
- 13. Nominee Details, if any .....

**B. Floor Details :**

Plot No. .... Type / FF/SF/TF .....

Built-up Area\* ..... Category : .....

Basic sale consideration .....

Payment Plan opted : Construction Linked Payment Plan (Plan A ) / Down Payment Plan (Plan B)

- Note (1) IFMS deposit, Power backup charges, Club membership charges, Preferential location charges  
(wherever applicable) etc shall be additional as per the terms & conditions mentioned in this Application Form.
- (2) \*Approximate/Tentative Area

**C. Payment Details :**

Amount Rs. ....only

Cheque No. / D.D. No. .... Dated .....

Drawn on ..... Bank ..... at .....

D. Additional Terms & Conditions, if any

**E. Broker Details :**

- (a) Name .....
- (b) Address .....
- (c) Ph. No. ....

I/We hereby make this application for booking of one Residential Floor in Township Project "Dream Terraces" , Mohaldiya, Neemrana and affirm that the particulars furnished are correct. I/We agree to sign and execute, as and when required by you, the necessary documents, agreements & deeds etc. which are required pursuant to this booking and agree to abide by the terms & conditions mentioned in this application form apart from the terms and conditions stipulated in the buyer's agreement.

Full Signature of  
First Applicant

Full Signature of  
Second Applicant

.....

.....

Dated

Dated

.....

.....

Documents to be submitted with the application form:

- 1) Copy of PAN Card.
- 2) ID Proof.
- 3) Address Proof.

Three Passport size photographs of the applicant.

(In case of joint application all of above enclosures are required for both applicants.

## TERMS & CONDITIONS

### **Broad Terms and Conditions for provisional Allotment of Residential Independent Floor in Township Project "Dream Terraces" at Mohaldiya, Neemrana, Rajasthan.**

Terms and conditions given below are only indicative to enable the Applicant(s) acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Buyer's Agreement which, upon execution shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement:

1. The Applicant(s) has/have made this application for the provisional allotment of a residential independent floor with full knowledge of project and subject to all the laws, bye-laws, notifications, rules and regulations applicable to the area where the residential Project/Township is proposed to be situated and the same have been thoroughly and fully understood by the Applicant(s).
2. The Applicant(s) has/have satisfied himself/herself/themselves/itself about the interest and right of the Developer in the land on which the said residential Project is proposed to be constructed and has fully understood all limitations and obligations in respect thereof.
3. The Applicant(s) agrees to pay the price of the proposed residential independent floor and other charges per unit/floor, preferential location charges (PLC) and any other charges or levies as applicable as per the competent authority.
4. The Applicant(s) has/have seen the lay out plan, area, building plans, drawings, dimensions, specifications, position of floors and serial numbers of the floors which are tentative as shown in the sales literatures and the same are tentative and may be changed, altered, revised, modified, added, deleted, substituted or recast as the Developer may consider necessary or as directed by the competent authority and/or architect at any time till completion of project. The applicant shall have no objection to any such variations, changes, deviations, revision or amendment in any manner. In case of such changes result in increase/decrease in area of the independent floor, the Developer at its sole discretion will ensure necessary adjustments in the basic price prorata. The Applicant(s) has/have also seen the specifications and information as to the material to be used for the construction of the Project, which are also tentative and the Developer may make such variations, modifications, changes, deviations, revision and/or any amendment therein as it may deem fit and proper or as may be directed by any competent authority and the Applicant(s) hereby gives his/her/their/its consent to such variations and modifications.
5. The Developer's sale brochures/CD Walk Through/Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Developer reserves the right to add/delete/modify any such details/specifications etc.
6. The payment shall be accepted only through Account payee cheques/Bank Draft in favour of "Habitat Realtech (P) Ltd." (Developer) payable at New Delhi. The receipt will be valid only after realization of the cheque/Bank Draft in the Account of Developer.
7. The prices can be revised at the sole discretion of the company and without prior notice.
8. Any cancellation of booking by the Applicant(s) shall be subject to cancellation charges @ 10% of basic sale consideration.
9. The Applicant(s) has/have understood and agreed after having satisfied himself/herself/themselves/itself that the price of the said residential floor does not include recovery of payment towards maintenance charges of any kind by the Developer from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with the designated maintenance agency to be appointed by the Developer in this regard.
10. The Applicant(s) has/have understood and agreed to pay the amount strictly in terms of payment schedule enclosed herewith (Annexure-I) in time and the time of payment of instalment shall be the essence of these terms and conditions. In case the instalments are delayed, the Applicant(s) shall be liable to pay interest @ 18% per annum compounded at the time of every successive instalment on the overdue instalment for the period of delay. Further if Applicant(s) fails to pay instalment with interest for a period of three months, the Developer shall have sole and exclusive right to cancel the booking of the Applicant(s). In the event of such cancellation the Developer will refund the amount paid by the Applicant(s) after forfeiting 10% of the basic sale consideration and the Applicant(s) shall have no lien on the unit booked in the said residential project. However, it is made clear that such refund will be made only after sale/further booking of the property to any other person(s).
11. The Applicant(s) understands that the price given in the schedule of payment are exclusive of the external development charges as applicable to this Project. Further any future upward revision thereof by the government agency shall be recovered from the Applicant(s) on prorata basis.
12. The Applicant(s) agrees that out of the amount paid/payable by him/her/they/it towards the sale price, the Developer shall treat 10% of the sale price as earnest money to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in Buyer's Agreement. The Applicant(s) hereby authorizes the Developer to forfeit the earnest money along with the interest paid or payable along with any other amounts of non refundable nature in case of non fulfillment of any of the terms and conditions herein contained and those of Buyer's Agreement as also in the event of failure by the Applicant(s) to sign and return to the Developer the Buyer's Agreement within 30 days of its despatch by the Developer.
13. The charges to be paid by the Applicant(s) in addition to basic sale price and under other heads as shown in payment schedule to the Developer are as follows:
  - (a) Interest free maintenance security deposit @ Rs.20/- per square feet, which shall be non-refundable. The monthly maintenance charges leviable shall be intimated later and the 12 months maintenance charges shall be payable in advance as per the schedule of the payment.
  - (b) Preferential location charges(PLC):

For Floors facing or adjoining park/Green corner @ 5% of Basic Sales consideration.  
For Corner Floor/Unit @ 5% of Basic Sales consideration.  
In case of more than one applicable PLC, a total of all applicable PLCs of Basic Sales consideration shall be charged.
  - (c) Club membership charges. Rs.35,000/-. The Annual membership fees for Club shall be intimated later subject to such change incorporated in the Buyers Agreement.
  - (d) Power backup charges for installation and uses shall be payable extra and shall be intimated later in the Buyers Agreement.
  - (e) Reserved car parking (covered) shall be charged extra at applicable rates. Minimum 1 No. per unit compulsory.
14. The Applicant (s) undertakes to pay non-refundable interest free maintenance security at the above rate and to pay maintenance bills monthly/quarterly as revised or changed as raised by said maintenance agency or such body duly authorized from the date of completion of the project, irrespective of the fact whether the Applicant(s) is in occupation of the floor or not.
15. Any amenity, service and additional facility that may be provided shall be charged extra as per Buyer's agreement.

16. The Applicant(s) shall abide by all the rules, regulation and bye-laws of the society, formed for the maintenance of the project or any entity/other body appointed for the said purpose.
17. It is specifically agreed and understood by the Applicant(s) that this booking is provisional and the Developer may at its sole discretion decide not to allot any or all the Floors in the project to anybody or all together decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute/claim any right/title except the refund of the amount deposited along with the interest of 9% per annum. This booking does not, by itself, create any rights/title/interest in the Property in favour of the Applicant(s).
18. (a) All taxes, levies or assessments as applicable shall be borne by the Applicant(s). Any stamp duty and/or taxes, duties and levies including Service Tax, VAT etc. as may be applicable in respect of the Property shall be chargeable in addition to the basic sale consideration of the Property booked by the Applicant(s).  
(b) Lease Deed charges, E.D.C., Registration charges and other taxes etc. are payable at applicable rates along with administrative / facilitation charges as applicable.
19. The Applicant(s) undertake(s) to abide by all the laws, rules and regulations in respect of this transaction and/or any other law as may be applicable to the unit (Floor).
20. The address given in the application shall be treated as the address of the Applicant(s), it shall be his/her responsibilities to inform the Developer about any changes in the same, failing which all demand notices, letters etc. posted to such registered address shall be considered as a valid service.
21. The Developer shall make all efforts to complete the Project within 24 months from the date of signing of the Buyer's Agreement, subject to certain limitations as provided in Buyer's Agreement and the timely compliance of the provisions of Buyer's Agreement by the Applicant(s). The Applicant(s) agrees and understands that the Developer shall be entitled to a grace period of 120 days, after the expiry of 24 months, for virtual completion of the said project.
22. After the readiness of the said unit/independent floor for possession (readiness of the unit will be informed through letter on the address given by the Applicant(s)), the Applicant(s) has to bear the interim maintenance and safeguarding charges @ Rs.2.50 per square feet per month for a period from the date of readiness of the unit to the date of acceptance of the possession by the Applicant(s) after complying with all terms and conditions of the Buyer's Agreement/Allotment Letter and the payment schedule annexed herewith.
23. The payment schedule of payments annexed as Annexure-I shall be treated as part of this agreement tentatively set out herein.
24. The Applicant(s) agree and understand that time is the essence with respect to their obligations to pay the total sale price as provided in the payment plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Buyer's Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on the part of the Developer to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the schedule of the payments or obligations to be performed by the Applicants(s).
25. The Applicant(s) hereby undertakes to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all covenants and conditions of Application/Buyer's Agreement and to keep the Developer and its agents and representatives indemnified and harmless against said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non payment, non observance or non performance of said covenants/conditions by the Applicant(s).
26. It is hereby made clear that in respect of remittances, acquisition or transfer of the said residential floor it shall be sole responsibility of non resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments and the rules and regulations of Reserve Bank of India or any other law applicable thereto and shall provide the Developer with such permissions/approvals, consent or sanctions from the concerned authority as and when required. All funds that any refund or transfer of security if provided in terms of the Buyer's Agreement will be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or in terms of any other statutory enactments or rules applicable thereto.
27. The Applicant(s) agrees that the provisional allotment of the residential floor or if the Developer agrees, the allotment thereafter of the residential floor shall be subject to force majeure clause which inter-alia includes delay on account of the non availability of the steel and/or cement and/or other building materials, water supply or the electric power or slow down strike or any other reason beyond the power and control of the Developer. This clause also includes all natural calamities, civil commotion, war, enemy action, earthquake or any other act of God and any notice, order, rule or notification of the Central or State Government or any other public or competent authority in respect of continuance with the Project or with regard to delivery of the possession to the Applicant(s).
28. The Applicant(s) shall be eligible to transfer or nominate the said residential unit only after the payment of 30% of the total consideration for the said residential unit on the terms and conditions and/or on the charges that may be stipulated by the Developer prior thereto, in this behalf.
29. The Applicant(s) has fully understood and undertakes that in case he has been allotted top floor of the building, he shall have right of usage only for the terrace. Applicant(s) undertakes that he shall not raise any permanent/ temporary structure whatsoever on the terrace or violate rules and regulations as may be applicable to the building. This right of the Applicant(s) shall not curtail the right of other Applicant(s) to carry out maintenance or repairs by using the terrace, if so required for enjoyment of their own floor.
30. The possession of the Floor will be handed over to the Applicant(s) on completion of the Development of the Project subject to receipt of full and final payment of all moneys and dues payable by Applicant(s) as per these Terms and Conditions and under the Agreement. The Sale Deed /conveyance deed shall be executed and registered in favour of the Applicant(s) at/within reasonable time of the given possession. The Developer shall abide by the laws applicable with regard to the maintenance of the project after completion of the same.
31. The Developer reserves the right to transfer ownership of Project "Dream Terraces" in whole or in parts to any other entity such as partnership firm, individual, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever as may be determined by the Developer in its sole discretion and the Applicant(s) undertakes whatsoever as may be determined by the Developer in its sole discretion and the Applicant(s) undertakes that he/she/they/it shall not raise any objection in this regard.
32. This application has been executed at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this application.
33. For all intents and purposes and for the purposes of terms and conditions set out herein singular includes plural and masculine includes feminine gender.
34. The Applicant(s) has/have understood/undertaken that he/she/they/it shall provide all documents required by the Developer at the time of submitting the present application form and the Applicant(s) shall not withhold any such document on any ground whatsoever. The Applicant(s) has also undertaken that all documents shall be got notarized/attested before submitting the same along with this application form.

**PAYMENT SCHEDULE FOR RESIDENTIAL FLOORS**

**ANNEXURE - I**

**PAYMENT PLAN A\* : (Construction Linked Plan)**

At the time of Booking :

For 2 Bed Room floor	:	Rs. 2.50 Lacs.
For 3 Bed Room floor	:	Rs. 3.50 Lacs.
Within 45 days of Booking	:	10% of Basic Sale Consideration .
Within 90 days of Booking	:	10% of Basic Sale Consideration .
At the time of excavation .	:	10% of Basic Sale Consideration .
At the time of casting R.C.C. Slabs	:	
a) Stilt slab	:	10% of Basic Sale Consideration.
b) First Floor slab	:	10% of Basic Sale Consideration.
c) Second Floor slab	:	10% of Basic Sale Consideration.
d) Third Floor slab	:	10% of Basic Sale Consideration.
At the time of plaster	:	5% of Basic Sale Consideration.
At the time of start of flooring work	:	10% of Basic Sale Consideration.
On or before possession	:	Balance amount + IFMS deposit + any additional charges.

The Final payment plan along with the time of payments shall be given in the Buyer's agreement.

**PAYMENT PLAN " B" : (Down Payment Plan)**

**At the time of Booking :**

For 2 Bed Room floor	:	Rs. 2.50 Lacs.
For 3 Bed Room floor	:	Rs. 3.50 Lacs.
Within 45 days of Booking	:	95% of Basic sale consideration. (Less Booking amount)
On or before possession	:	Balance amount along with other charges.

The terms & conditions given above along with other standard terms and conditions shall be more comprehensively set out in the agreement which upon execution shall supersede the terms and conditions set out in this application.

I/we hereby undertake to abide by the terms and conditions mentioned herein above and declare that particulars/information given by me/us is true and correct to the best of my/our knowledge and belief. If any information is found false or I/we commit any default in payment, the Developer may cancel the booking and forfeit the amount paid as per the terms of booking, solely at their discretion.

Place.....

Date.....

**Name and Signature of Applicant(s)**



Habitat Realtech Pvt. Ltd.  
C-2/398, Pankha Road, Janakpuri, New Delhi 110058  
Tel:25551425, 25624766, Fax:25514497