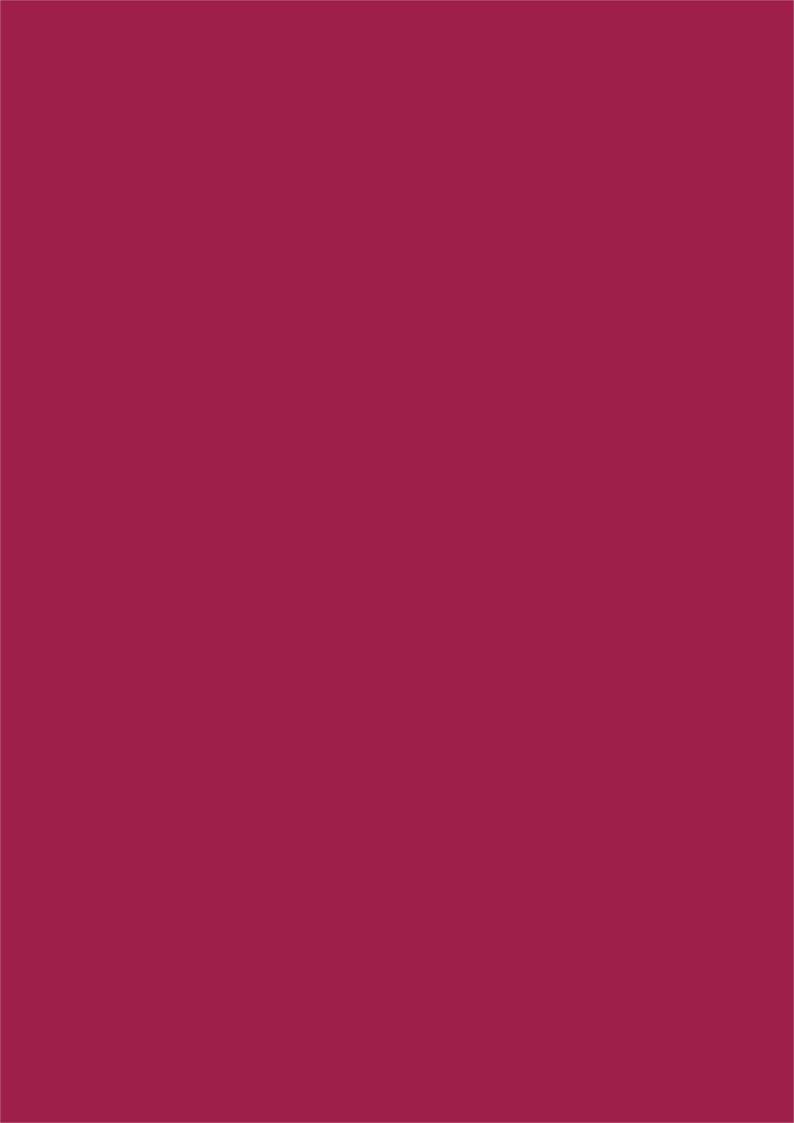


# Reclaim a peaceful state of mind!

APPLICATION FORM





# APPLICATION FORM

To, Malwa Projects Pvt. Ltd. # 3439, Sector 27-D, Chandigarh - 160019

Subject : Application for booking of Apartment in your project Escon Arena at Zirakpur (Pb)

Dear Sir,

I/ we wish to apply myself/ ourselves for the allotment of a residential apartment no \_\_\_\_\_ in Tower \_\_\_\_\_\_ on \_\_\_\_\_ Floor. The said apartment is 2BHK/3BHK/4BHK. I/ we/am are satisfied with the information regarding statutory permissions/sanctions/plan and title of the land on which the said project "Escon Arena" is being developed. I/We have understood the terms and conditions of the allotment (Annexure A) and the Payment Plan (Annexure B), which are accepted by me/us, pursuant where to I agree to sign and execute the 'Buyer Agreement' after 25% of the total consideration for the said department has been paid by me / us, according to the schedule. I/ We further agree to execute any and all such further document(s) as may be required to be executed from time to time.

I/ We/ am/ are enclosing here with Cheque/ Draft/ Pay order/ ECS		Dated	for Rs			
(Rupees	_only) Drawn	on		_in	favor	of

payable at Chandigarh.

SOLE / FIRST APPLICANT		
Mr/Ms/Mrs		
S/O D/O W/O		
Mailing Address		
		Photo
Email		
Nationality		
PAN No	Contact No	
SECOND / JOINT APPLICANT		
Mr/Ms/Mrs		
s/o d/o w/o		
Mailing Address		
		Photo
Email		
Nationality		
PAN No	Contact No	
THIRD / JOINT APPLICANT		
Mr/Ms/Mrs		
s/0 D/0 W/0		
Mailing Address		
		Photo
Email		
Nationality		
PAN No	Contact No	
I/we agree to pay the future installment	nts as and when demanded by the company	



### Terms & Conditions:

- 1. I/we understand and agree that this Application for Booking of the said Apartment is subject, inter alia to the following amongst other terms and obligations to be observed by me/us, including the terms and conditions of the Apartment Buyer's Agreement which will be executed with the Company in due course and I/we further agree and undertake to abide by all these terms, conditions and obligations. The terms and conditions mentioned herein are indicative in nature and shall be subject to, elaborated and explained in the Apartment Buyer's Agreement.
- I/we have clearly understood that submission of the signed application form and payment by me/us of the booking amount shall not constitute a right to allotment of the aforesaid apartment and nor shall it create or result in any obligations on the company towards me/us.
- 3. A sum guantified as equivalent to 25% of the Sale Consideration shall, constitute the "Earnest Money".
- 4. I/we declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Apartment and there is no legal or contractual impediment or restriction on my/our making this Application or the payment tendered hereunder
- 5. I/we acknowledge and declare that the Company has readily provided me/us with all the information/clarifications as required by me/us and I/we have not relied upon and nor been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, or any other information except what is stated specifically in this application and I/we have relied solely on my/our own judgment in deciding to make the present application for the prospective purchase of the aforesaid apartment.
- 6. I/we declare that I/we have fully satisfied myself/ ourselves about the right, title and interest of the Company with respect to the land on which the proposed "Escon Arena" project is to be constructed as well as the license/exemption granted by the competent authority under section 44(2) of the Punjab Apartment and Property Regulation Act, 1995 and the competency of the Company to develop and sell the aforesaid apartment. I/we have understood all the limitations and obligations of the company with respect to the same.
- 7. I/we shall make all payments of the agreed sale consideration of the said Apartment as per the Payment Plan (Annexure-B), along with the other applicable charges as mentioned or stipulated therein vis-à-vis Basic Sale Price, External development Charges ("EDC"), CLU, Interest Free Maintenance Security Deposits ("IFMS") and Security Deposits and all other charges as may be communicated from time to time. I/we shall further be liable to pay any enhanced tax/charges including any fresh incidence of charges or levies or cess or tax as may be levied by the Government of Punjab/Competent Authority/Central Government, even if it is retrospective in effect as and when demanded by the Company on the chargeable area of the said Apartment. I/we shall further make payment of any other third party/statutory taxes/fees including but not limited to, registration charges, stamp duty and other incidental expenses as and when demanded by the Company. I/we shall also pay, as and when demanded by the Company the prorata share of service Tax, any other third party/statutory taxes, dues, charges, cess, fees, levies, etc., as may be found applicable to the present transaction or the said Apartment.
- 8. I/we understand that the super built up area of the apartment is \_\_\_\_\_ sqft. However, it has also been explained by the company and further agreed by me/us that the rate for the apartment is not based on unit area of the apartment but is based on the entire apartment as a unit.
- 9. I/ we agree that the basic sale price for the apartment is based on each unit apartment i.e. for the single apartment as a unit and not based on the area thereof. The area has been provided to merely compare the apartment with the other available in the market.
- 10. In case I/we fail to sign the buyer agreement or fail to deposit the required amount according to Annexure-C within \_\_\_\_\_days of signing this application form, I/we agree that Malwa Projects Pvt Limited can forfeit the amount deposited by me / us subject to the maximum of earnest money (25% of the total consideration for the apartment); without any notice to me / us.
- 11. I/we understand that once submitted, this Application cannot be revoked by me/us and in the event I/we withdraw our Application or if I/we do not accept the allotment made by the company on my/our Application or I/we do not execute the Apartment Buyer's Agreement within the time stipulated by the Company for this purpose, then my/our earnest money as defined herein above shall be forfeited by the Company and my/over booking shall stand cancelled. I/we shall be left with no right, interest, claim or lien on the said proposed apartment or its booking or otherwise on the company in any other manner whatsoever. The company shall offer me/ us the apartment buyer's agreement for signing, after I / we have deposited 25% of the consideration for the apartment. I/we also agree that I/we shall sign the said apartment buyer's agreement and submit it to the company within 60 days of its receipt by me/us. The failure to do the same shall be dealt with in the manner stipulated in this clause.
- 12. I/we confirm that all correspondence to me/us should be made in the name of the First Applicant at the address given above and any notices/letters sent by the Company to the above address shall be valid intimation to me/us regarding the contents therein
- 13. I/we shall be liable to pay interest on every delayed payment at the compounded rate of 24% per annum from the date that it is due for payments till the date of actual payment thereof. In case I/we default in making payment of the due installment (including partial default) beyond a period of 30 days from the due date, the Company shall be entitled to cancel the allotment and terminate this Agreement at any time thereafter in accordance herewith and forfeit the earnest money. However, the Company may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Applicant by seeking Specific Performance of this Agreement.
- 14. Save and except in the case of any bank, financial institution or Company with whom a tripartite Agreement has been separately executed for financing the said Apartment, or where the Company has given a permission to mortgage to any bank, financial institution or Company for extending a loan to me/us against the said Apartment, the Company shall not be responsible towards any third party, who has made payments, remittance to the Company on behalf of me/us and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipts only in favour of me/us. Under all circumstance, I/us am/are and shall remain solely and absolutely responsible for ensuring and making all the payments The Company shall issue the payment receipt only in favour of me/us.

### DECLARATION:

I/we confirm and declare that the particulars provide by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us there from. I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Thanking you, Yours faithfully,

Date

Palace\_\_\_\_\_

Signature			
<b>First Applicant</b>			

Signature Second Applicant Signature Third Applicant

PROV	ISIONAL D	EAIL OF THE APARTMENT	- Con President Sector
	I.	Apartment No	
	ii.	Floor	
	iii.		
	iv.		
	V.	Super Builtup area	sq. ft. (approx)
ΑΜΟι	Down JNT PAYAE		ion Linked Plan Subvention Plan Other plan if any
(a)	Basis S	cale Price (BSP)	:Rs
(b)	Floorp	premium charges (FPC)	:Rs
(c)	Prefer	ential location charges (PLC)	:Rs
(d)	Club M	1embership charges	:Rs
(e)	Power	backup charges	:Rs
(f)	Interes	st free maintenance security (IFMS)	:Rs
(g)	Other	charges/ Taxes if any	:Rs
Total o	ost		:Rs

**Note:** All other payments towards third party/statutory dues, fees, charges including but not limited to service tax. VAT. GST, Stamp duty. Registration charges, enhanced EDC if any etc., as applicable or as indicated in the Apartment Buyer's Agreement shall be extra and payable by the Applicant(s) as and when demanded by the Company for the said Apartment.

Signature First Applicant Signature Second Applicant Signature Third Applicant escon

For Office Use	
Application Received By :	Application Status :
Trusted Associates's name:	(Authorized Signatory)

## Note:

1) All payments to be made by the Applicants unless specified otherwise in writing by the Company, shall be vide a demand draft/ banker's cheque / ECS payable at Panchkula in favour of "Malwa Projects Pvt. Ltd.". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment.

rescon

- 2) In case the cheque comprising of booking amount/ registration amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Documents required at the time of Booking:
  - a. In case of INDIVIDUAL/HUF/PROPRITARY FIRM
    - I. Booking amount.
    - ii. 2 Nos. of photographs of each Applicant of which 1 to be attached on Application Form, copy of PAN card (self attested), copy of address proof (self attested).
  - b. In case of Company
    - I. Booking amount.
    - ii. Certified copy of Memorandum/Articles of Association
    - iii. Certified copy of Board Resolution of Authorized Signatory
    - iv. Certified copy of PAN Card
  - c. In case of partnership firm/ society/trust or other body corporate other than a Company
    - I. Booking amount
    - ii. Certified copy of Partnership Deed/Charter/Agreement
    - iii. Certified copy of Resolution Authorizing Signatory( in case of trust and society)
    - iv. Certified copy of PAN Card



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