

To,  
**Pareena Infrastructures Pvt. Ltd.**  
C-(7A), 2nd Floor,  
Omaxe City Centre, Sohna Road,  
Gurgaon, Haryana, India

Sole / First Applicant

Sole / Second Applicant

**Sub. : Application for registration for allotment of flat/dwelling unit.**

Dear Sir,

I/We, the undersigned, request for provisional allotment of Residential Apartment (hereinafter Referred to as unit) in your Project \_\_\_\_\_, being developed in the \_\_\_\_\_, Gurgaon, Haryana.

In the event of the Company agreeing to allot an Unit, I/we agree to make down payment / pay Further installments of the sale price and the other charges / dues as stipulated in the Application and the Buyer Agreement and the payment plan which have been explained to me / us by the Company and have been read & understood by me / us.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisional and / or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It's only after I/we sign and execute the requisite Buyers Agreement, as and when desired by the company on the Company's standard format that the allotment shall become final, however subject to the terms of the buyers agreement. I/We in the meantime have signed and agreed to abide by the indicative terms and conditions of booking, attached to this application form.

I/We remit herewith a sum of Rs. \_\_\_\_\_

Rupees \_\_\_\_\_

vide Bank Draft / Cheque No. \_\_\_\_\_ Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Drawn on \_\_\_\_\_

towards Booking Amount, being part Earnest Money of the said unit (s).

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

I/We further agree to pay further installments of price and other charges as stipulated / called for by the Company.

(All Bank draft and cheques to be made in favour of "Pareena Infrastructures Pvt. Ltd." payable at Gurgaon/New Delhi/Delhi. Outstation cheques shall not be accepted.)

**My/ our particulars as mentioned below may be recorded for reference and communication:-**

**1. Name of Applicant (Sole/First)**

Name: Mr/Mrs.

\_\_\_\_\_

S / W / D of Mr.

\_\_\_\_\_

Corresponding Address:

\_\_\_\_\_

Permanent Address:

\_\_\_\_\_

Telephone No. (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
(Residence) (Office) (Mobile / other)

Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

PAN No. \_\_\_\_\_ Ward / Circle \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(DD) (MM) (YY)

Residential Status:- Indian (\_\_\_\_\_) NRI (\_\_\_\_\_) Foreign National of Indian Origin (\_\_\_\_\_)  
Foreigner (\_\_\_\_\_)

**2. Name of Second Applicant**

Name: Mr/Mrs.

\_\_\_\_\_

\_\_\_\_\_

S / W / D of Mr.

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Telephone No. (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
(Residence) (Office) (Mobile / other)

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

PAN No. \_\_\_\_\_ Ward / Circle \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(DD) (MM) (YY)

Residential Status:- Indian (\_\_\_\_\_) NRI (\_\_\_\_\_) Foreign National of Indian Origin (\_\_\_\_\_)  
Foreigner (\_\_\_\_\_)

### 3. Sole Proprietorship / Partnership / Company

\*M/S \_\_\_\_\_ a Partnership

Firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution

Dated \_\_\_\_\_ Shri/Smt. \_\_\_\_\_

(copy of the resolution signed by all partners required) \_\_\_\_\_

PAN/TIN. \_\_\_\_\_

Registration No. \_\_\_\_\_

\*\*M/S \_\_\_\_\_ a Company

Registered under the Companies Act, 1956, having its corporate identification no. \_\_\_\_\_

And having its registered office at \_\_\_\_\_

Through its duly authorized signatory Shri/Smt \_\_\_\_\_

Authorized by board resolution dated \_\_\_\_\_

(copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required)

PAN. \_\_\_\_\_

### 4. Details of Apartment Requested

Apartment type. \_\_\_\_\_

### 5. Details of Pricing

BASIC Sale Price. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Per Square Feet of Super Area

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

**6. Payment Plan Opted For:**

Construction Linked Plan ( \_\_\_\_\_ ) Down Payment ( \_\_\_\_\_ )

**7. Summary of Dues (in Rs.)**

- 1. Basic Sale Price @ Rs. \_\_\_\_\_ per sq. fts. \_\_\_\_\_
- 2. Preferential Location Charges \_\_\_\_\_
- 3. Parking \_\_\_\_\_
- 4. Interest free maintenance security (IFMS) \_\_\_\_\_
- 5. External Development Charges: (EDC) / Infrastructure \_\_\_\_\_  
Development Charges: (IDC) \_\_\_\_\_
- 6. Club Membership Fee \_\_\_\_\_
- 7. Power Back Up Charges \_\_\_\_\_
- 8. Other Charges \_\_\_\_\_
- Total** \_\_\_\_\_

The above noted dues are summary in nature and all the dues will be detailed in Apartment Buyer Agreement .Applicants will be bound to pay all such dues so mentioned in the agreement.

**Payments to be made by A/c Payee Cheque (s)/ Demand Draft(s) in favour of ' Pareena Infrastructures Private Limited'.**

I/we enclose herewith, self-attested copies of following documents for your records and reference.

- (I) Ration Cards/ voter's identity Cards
- (II) PAN Cards.
- (III) Specimen signatures duly verified by bankers (in original) (additional documents in cases of artificial persons like companies, societies etc.)
- (IV) Memorandum and Articles of Association
- (V) Resolution in favour of signatory passed by Board/Governing Body (in original) (additional documents in cases of partnership firms)
- (VI) Partnership deed
- (VII) Letter of authority signed by all partners in favour of signatory (additional documents in cases of Foreign Nationals & NRIs)
- (VIII) Passport & document regarding payment through NRE/NRO/FCNR account.

Broker's Name & Stamp \_\_\_\_\_

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

**DECLARATION**

I/We, the above Applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct to the best of my / our knowledge and no material fact has been concealed there from.

Date: -

Place: -

Your's Faithfully

1. \_\_\_\_\_

2. \_\_\_\_\_

Applicant (s) Signature (s)

**FOR OFFICE USE :-**

Name of Executive \_\_\_\_\_

Approved by \_\_\_\_\_ Date :- \_\_\_\_\_ Place :- \_\_\_\_\_

## INDICATIVE TERMS & CONDITIONS FOR REGISTRATION / BOOKING / ALLOTMENT

1. Title: That the Applicant(s) has fully satisfied himself about the interest and title of the company in the land comprised in the Residential Complex \_\_\_\_\_ situated at \_\_\_\_\_, Gurgaon, Haryana
2. Lay out Plans and areas : That it has made clear to the Applicant(s) the meaning of super area and its use for the calculation of sale price and other charges in respect of the unit. Company has right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes, such as change in the position of the flat/unit, increase/decrease in size of the original area which includes super area, car parking area etc., change in floor-plan layout, change in direction of the Apartment , change in its number. If there is any increase/decrease in the area, revised price will be applicable in the original rate at which the Applicant / Intending Allottee(s) booked the flat(s)/unit(s). The Applicant(s) shall have ownership of undivided proportionate share of the land beneath the said building only.
3. Earnest Money : The applicant(s) agrees that out of the amount(s) paid/payable towards the sale price, the Company shall treat 15% of the sale price as earnest money to ensure fulfilment, by the applicant(s) of the terms and conditions as contained in this application and apartment buyers Agreement. The applicant(s) hereby authorize the Company to forfeit this earnest money along with interest paid, due or payable along with other amount refundable nature, in case, of non fulfillment of the terms and conditions herein contained and the apartment buyer agreement also in the event of failure by the applicant(s) to sign and return to the Company the Apartment buyer Agreement within 15 (Fifteen) days from the dispatch by the Company.
4. External Development Charges (EDC) / Infrastructure Development Charges (IDC) : The External Development Charges(EDC) & Infrastructure Development Charges(IDC) are not included in the basic sale price of the unit and shall be paid as per the present/prevaling rates and enhancements. In case any upward revision there-of by the Govt. Authorities in the future the same shall be payable by the Applicant(s) / Intending Allottee(s) without any delay or demur as and when demanded by the Company.
5. Preferential Location Charges (PLC) : The Applicant(s) agrees that the Preferential Location Charges (PLC) for preferential location as described by the company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the applicant confirms that if due to any change in the layout / building plan, the said Apartment ceases to be in a preferential location, the company shall be liable to refund only the amount of PLC paid by the Applicant and such be adjusted in the last installment as stated in the payment plan. The applicant further agrees that in the event, due to any change in the layout / building plan if the Apartment becomes preferentially located, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

6. Car Parking: The Applicant(s) / Intending Allottee(s) shall separately pay for reserved / dedicated car parking space allotted to him/her/them, for his/her/their exclusive use. It is made absolutely clear that reserved/dedicated car parking space allotted to the Allottee(s) shall not form part of the common area in said building/complex. Since the reserved/dedicated car parking space in the integral amenity of the said Apartment, Applicant(s)/Intending Allottee(s) undertake not to sell/transfer/sell deal with the same independent of the said flat/space.
7. Escalation: The Applicant(s)/Intending Allottee(s) agree that Company may escalate the Basic Sale Price between 7% to 10%. However the Company will be constrained to increase the price due to certain circumstances which are beyond control of the Company in the prevailing circumstances.
8. Time is of Essence: That timely payment of installments/balance sale consideration /security deposits/charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment, as contained in this Application Form. In case the installments are delayed, the Applicant/Intending Allottee(s) shall pay interest on delayed payments @ 24% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment / amount without prejudice to the company's right to cancel the allotment. Even then, if the Applicant(s) / Intending Allottee(s) fail to pay the installment along with interest within 60 days, from the due date, the Company shall forfeit the amount of earnest money/registration money deposited by him/her/them and the allotment shall stand cancelled and he/she/they shall have no lien/charge/interest/right on the said Apartment. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the company after adjustment of interest on delayed payments, if any, due from the Applicant(s)/Intending Allottee(s). That in case the Applicant/Intending Allottee(s) adopt down payment plan to avail the down payment discount (if any, being offered by the company), the Applicant(s)/Intending Allottee(s) shall be eligible for down payment discount only if he/they pays the entire due amount as stated in the payment plan with in the stipulated time limit 45 days from the date of registration. If the Applicant(s) fails to pay the due amount within the said stipulated time limit, then it becomes sole discretion of the Company either to waive off the down payment discount or condone the delay charging interest @24% per annum for the delayed period.
9. Applicant's/Intending Allottee(s) Covenants : i) That the Applicant(s)/Intending Allottee(s) have fully read and understood these indicative terms and conditions and undertake to abide by the same. ii) That the Applicant(s)/Intending Allottee(s) shall comply with the legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications & forms for the said purpose. iii) The Applicant(s)/Intending Allottee(s) agrees to sign and execute, as and when desired by the Company, the standard Buyers Agreement, the standard Tripartite Maintenance Agreement and other documents/papers along with all their Annexures, and agrees to abide by the terms and conditions as laid down therein. iv) The Applicant(s)/Intending Allottee(s) has/have applied for registration/allotment of an unit in the proposed Residential Complex, being developed in Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed complex, which have been fully explained by the Company and understood by him/her/them. v) The Applicant(s)/Intending Allottee(s) has/have fully satisfied himself/ herself/ themselves about the right, title and interest of the Company in the land on which the proposed Residential Complex Gurgaon, Haryana is to be developed / Constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/Intending Allottee(s).

Signature of the Sole / First Applicants's

Signature of the Second Applicant's

vi) That the Applicant(s) / intending Allottee(s) acknowledge that the Company has readily provided all information / clarifications as required by him/her/them and he/she/they have not relied upon and not influenced by any architect's plans/sale plans, sale brochures, advertisement, representations, warranties, statements, or estimates of any nature whatsoever whether written or oral, estimated facilities/amenities to be made available or any other date except as specifically represented in this application and the Applicant(s) / Intending Allottee(s) has/have relied solely on his/her/their own judgement in deciding to make the Application for purchase of the said Apartment.

10. Cancellation of Booking-: In case the Applicant(s)/Intending Allottee(s) at any time, prior to execution of the buyer agreement, desire for cancellation of the intending allotment, it may be agreed but in such case entire amount of earnest money shall be forfeited balance amount if any shall be refunded without any interest thereon. The Applicant(s)/Intending Allottee(s) shall be left with no right, no title, of whatsoever nature on the said allotment. However in exceptional cases company may its sole discretion to refund the booking amount after deduct the amount of marketing & administration charges.

11. Force Majeure : Development & construction of proposed Residential Complex \_\_\_\_\_situated at Gurgaon, Haryana is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., no availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

12. Arbitration/Jurisdiction: All or any dispute out of or touching upon or in relation to the terms of this Application or Apartment Buyer Agreement, including the interpretation and validity thereof and the respective rights obligations of the Parties shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held in Gurgaon by a sole Arbitrator who shall be the Company Secretary. The Applicant(s) hereby confirm that he/them shall have no objection to this appointment. The decision of the arbitrator shall be final and binding. The courts at Gurgaon shall alone have the jurisdiction in all matters arising out of touching and/or concerning this transaction

## DECLARATION

I/We have fully read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which shall supersede the terms and conditions set out in this application.

**(Sole / First Applicants's)**

**(Second Applicant's)**

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Place: \_\_\_\_\_



