

**RERA REGISTERED:** HRERA-PKL-FBD-61-2018 dated 18.10.2018.



HONOUR HOMES

— *Plots* —

Sector 89, Faridabad

*Plots*

SECTOR - 89, FARIDABAD



HONOUR HOMES

*Plots*

Sector 89, Faridabad

## APPLICATION FOR BOOKING FOR RESIDENTIAL PLOT UNDER DEEN DAYAL JAN AWAS YOJNA-AFFORDABLE PLOTTED HOUSING

Dated: \_\_\_\_\_

To,

**M/s. Fidato Buildcon Pvt. Ltd**

Corporate Address :- D-800, New Freinds Colony,  
New Delhi 110025.

Dear Sir,

I/ We understand that you are developing Residential Plots in the residential plotted colony called **"HONOUR HOMES"** in Sectors 89, Faridabad, Haryana [hereinafter referred as the said 'Residential Plots']. You had obtained a license for developing a Residential Plotted Colony being License No. 66 of 2018 dated 25.09.2018 from the office of Director General, Town & Country Planning, Haryana. Further you have also applied under applicable Haryana Real Estate (Regulation and Development) rules 2017 for registration of the said project and has obtained the registration vide registration certificate No. HRERA-PKL-FBD-61-2018 dated 18.10.2018. We understand that all the mandatory approvals including, demarcation and layout approvals have also been obtained, which I/ We have perused.

I/ We understand that you are developing said Residential Plots in the residential Plotted Colony called **"HONOUR HOMES"** in Sectors 89, Faridabad, Haryana under Deen Dayal Jan Awas Yojna - Affordable Plotted Housing Policy 2016 of Government of Haryana [hereinafter referred as the said 'Residential Plotted Colony']. We understand that all the mandatory approvals for the development of the Residential Plotted Colony have also been obtained for the development of the Residential Plotted Colony, which I/ We have perused.

I/We also understand that you are fully authorized to sell/ transfer/ convey/lease/assign and/or agree to sell the whole or part of the said Residential Plots to any third party, as per permission/approval granted by the Department of Town and Country Planning Haryana and competent RERA Authority, and further I/We am/are fully satisfied with the marketable title of the said residential Plots. I/We understand and have taken legal opinion for the laws pertaining to the development, sale and purchase of said residential plots as per the applicable laws of Haryana and I/We am/are making this application after my/ours own due diligence and after taking due understanding of all applicable laws and notifications with regard to the purchase of said residential plots in Haryana.

I/We request you to book ONE Residential plot in the General Plot category under the agreed Schedule of Payments/Payment Plan. I/We have read and understood the terms and conditions of this application form, stated hereinafter and am/are agreeable to the same.

I/ Weenclose herewith a sum of Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque No \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favouring "M/s Fidato Buildcon Pvt. Ltd" payable at New Delhi as booking amount forming part of Earnest Money for the allotment, issued by my/ our banker or by the banker of co-applicant.

I/We agree that in case of allotment of a **Residential Plot** [hereinafter referred to as 'Plot'], I/ We agree to pay the Sales Price of the said Plot as stated hereinafter and all other amounts, charges and dues as per the payment plan/Schedule of Payment opted by me/us and/or as and when demanded by you. I/We agree to sign and execute the Plot Buyers Agreement, containing the terms of sale within 30 [thirty] days of completing the payment of 25% [Twenty Five Percent] of Total Sales Price.

I/We have clearly understood that by submitting this Application Form, I/We have not become entitled to allotment of the said Plot in the said Residential Plotted Colony as the application form only constitute an offer to purchase notwithstanding the fact that you may have issued receipt(s) in acknowledgement of the money tendered with/in pursuance to this application form, but terms as mentioned in this application shall govern the relationship between the parties.

I/We further understand that it is only after issuance of the allotment letter i.e. the acceptance of my/our offer and subject to terms and conditions stipulated in Application Form/Allotment Letter, the allotment of said plot shall be deemed to have been made in my/our favour. If I/we fail to execute and register the Plot Buyer Agreement within the 30 [thirty] days from the date of completing payment of 25% [Twenty Five Percent] of Total Sale Price, then you will have the discretion to treat this Application Form and the Allotment made, if any, as cancelled. Upon such cancellation the **Earnest Money** as defined in the terms and conditions of the application form, shall stand forfeited, irrespective of the fact allotment has been made or not.

I/we hereby acknowledge that I/We have made the necessary inquiries from the office of the DGT&CP, Haryana and RERA Authority and you have provided to me/us all the information and clarifications as sought by me/us and other necessary information and also all the approvals of the said project and stage wise completion of project including provisions for civic infrastructure have been perused by me/us which are displayed on the notice board at Site office at Faridabad and also available at Head office at Delhi and I/ we being fully satisfied with the same and I/We have relied on my/our own due diligence, investigation and Legal advise with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure (external and internal) etc., and I/We am/are not influenced by and relying upon the architect's plans, any advertisements, Company's promotional material representations of the Brokers/ Company etc.

\_\_\_\_\_  
Signature of Sole/Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Signature of Co-Applicant

I/We have gone through all the relevant documents pertaining to the License No. 66 of 2018 dated 25.09.2018, issued by the office of Director General Town and Country Planning, Haryana for developing the Residential Plotted Colony, which is also available on the website of Department of Town and Country Planning Haryana and also the registration certificate issued by RERA Authority, Haryana in favour of the company and after fully satisfying myself/ourselves on all parameters is making the present booking for Residential said Plot.

I/We further understand that this Application Form/Offer will be deemed as valid and proper only on realization of the amount tendered with this Application Form/Offer.

I/We further understand and agree that I/We shall always be responsible and liable to make payment as statutory and mandatory towards all taxes, cesses, levies or any other charge(s) paid/payable by the company to Central Government/ State Government /State Agencies by whatsoever name, as applicable on the date of Booking/Application/Plot Buyers Agreement/Conveyance Deed and/or imposed retrospectively or prospectively on the said Project/Plot, which have not been accounted for in the Total Sales Price and non- payment of same shall result in cancellation of the allotment/purchase at any stage including after execution of Conveyance Deed.

I/We further agree to abide by the terms and conditions of this application form including those pertaining to payment of Total Sales Price and forfeiture of earnest money as laid down herein and/or in the Agreement.

I/We agree(s) and undertake that upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the company, the **Builder Buyer Agreement**, containing detailed terms and conditions of allotment and/or such other corresponding documents as prescribed on Company's standard formats. I/We agree to sign and execute the said Plot Buyers Agreement, containing the terms of sale within 30 [thirty] days of completing the payment of 25% [Twenty Five Percent] of Total Sales Price.

I/We agree to abide by all the prescribed terms and conditions set forth in the said provisional Allotment Letter and the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws. I/We also agree to abide by the General Terms & Conditions of booking as enclosed hereto.

I/We agree(s) that in case of any discrepancy or an overlap between the terms in this Application, Provisional Allotment Letter and Agreement, the terms envisaged under the Agreement would prevail and the Applicant explicitly accepts such understanding.

I/We agree(s) that the Applicant has applied for booking of the Residential said Plot with the complete knowledge of the laws, notifications, rules and regulations applicable to the said Plot and has fully satisfied himself about the right and title of the Company in the said Plot. Further, that the Applicant hereby undertakes that he shall abide by all laws, rules and regulations and terms and conditions of the competent authorities, applicable to the said

I/We hereby confirm that for present application of said Plot, I/We am/are not influenced by and relying upon the architect's plans, any advertisements, Company's promotional material representations of the Brokers/ Company etc. I/we have relied on my/our own due diligence, investigation and Legal advise with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure (external and internal) etc. I/We hereby further confirm that I/We am/are had tendered the payment of the present application to you/Fidato Buildcon Pvt Ltd at their New Delhi office and had deposited my/ours present application form at New Delhi office. I/We hereby further agrees that for all purposes Delhi Courts / authorities situated at Delhi (excluding HRERA) alone shall have exclusive and sole jurisdiction for adjudication of any disputes (including Civil and Criminal issues) arising under the present applicant and/or in future arising out of allotment of said Plot.

I/We are submitting following documents along with this Application

1. Self attested copy of address proof [Aadhar Card/Voter's I-D card/Passport/Driving License]
2. Self attested copy of PAN Card of applicant(s).

I/we further declare that the Company has answered all the queries raised by me/us. Hence, I/we are making this Application after being fully satisfied with the answer given by the Company.

The Applicant declares that the particulars given herein above are true and correct to my/our knowledge. I/we have read and understood the attached terms and conditions and undertake to be bound by the same.

\_\_\_\_\_  
Signature of Sole/Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Signature of Co-Applicant

## RESIDENTIAL PLOTS

### PARTICULARS OF THE APPLICANT [S]

Affix  
here Passport Size  
Photographs

#### Applicant [Sole/First]

Mr./Mrs./Ms.

S/o, D/o, W/o Mr./Mrs.

Date of Birth :

Profession :

Nationality :

Pan No :

(Copy Enclosed) and Sign it across Residential Status : Resident/Non - Resident/Foreign National of Indian Origin.

Residential Address :

Pin Code :

Correspondence Address

Pin Code :

Office Telephone :

Email Id :

Residence Telephone :

Mobile :

Affix  
here Passport Size  
Photographs

#### Applicant [Second]

Mr./Mrs./Ms.

S/o, D/o, W/o Mr./Mrs.

Date of Birth :

Profession :

Nationality :

Pan No :

(Copy Enclosed) and Sign it across Residential Status : Resident/Non - Resident/Foreign National of Indian Origin.

Signature of Sole/Applicant

Signature of Co-Applicant

Signature of Co-Applicant

Residential Address :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Pin Code : \_\_\_\_\_

Correspondence Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Pin Code : \_\_\_\_\_

Office Telephone :

\_\_\_\_\_

Email Id :

\_\_\_\_\_

Residence Telephone :

\_\_\_\_\_

Mobile :

\_\_\_\_\_

### Applicant [Third]

Mr./Mrs./Ms.

\_\_\_\_\_

S/o, D/o, W/o Mr./Mrs.

\_\_\_\_\_

Date of Birth :

\_\_\_\_

Profession :

\_\_\_\_\_

Nationality :

\_\_\_\_\_

Pan No :

\_\_\_\_\_

(Copy Enclosed) and Sign it across Residential Status : Resident/Non - Resident/Foreign National of Indian Origin.

Residential Address :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Pin Code : \_\_\_\_\_

Correspondence Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Pin Code : \_\_\_\_\_

Office Telephone :

\_\_\_\_\_

Email Id :

\_\_\_\_\_

Residence Telephone :

\_\_\_\_\_

Mobile :

\_\_\_\_\_

Affix  
here Passport Size  
Photographs

\_\_\_\_\_  
Signature of Sole/Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Signature of Co-Applicant

## PROPERTY/PLOT APPLIED FOR

### 1 - PLOT/UNIT DETAILS:

Plot No.	Block No.	Plot Area in Sq. yds [Sq. mtr]	Total Sale Price of Plot in Rs. (inclusive of EDC/IDC**) and GST as Applicable shall be
			+ GST as applicable shall be charges Extra

\*\*Presently, levy of EDC /IDC is governed by the guidelines of relevant authorities prevailing as on today i.e. date of the application. In case of any revision at a later date by the authorities, the Applicant(s) undertake to pay the same extra.

### 2 - PAYMENT PLAN OPTED: [Tick anyone Option]

Down Payment	Instalment Link Plan

- I/We agree that the area of plot can be changed/varied upto +/- 10% of area due to physical site issues/demarcation, beyond the control of the company.
- I/We agree that the Applicant(s) is/are required to deposit 25% [Twenty Five Percent] amount of the Total Sale Price within 30[thirty] days from the date of acceptance of this application and on issuance of Provision allotment letter for execution of Builder Buyer Agreement. The balance 75% of the Total Price will be payable by the Applicant(s) in accordance with Schedule of Payment / Payment Plan with no interest falling due before the due date for payment. The Applicant(s) shall make all payment only through cheques/demand drafts and any other mode as approved by department issued in favour of company. The Applicant must specify their name, address and Project name on the backside of cheque/demand; draft accepted by the Company and the Company shall be deemed to have accepted such cheque/demand draft, subject to their realization.
- I/We shall be liable to make payment on account of any other charges/expenses or under any other head including on account of One Time Interest Free Maintenance Security (IFMS) Deposit and/or Recurring Monthly Maintenance Charges (MCC), Utility Connection Charges (Electricity, Water and Sewer) in addition to the aforementioned stated Total Sale Price at the time of Offer of Possession, which has not been accounted for in the Total Sale Price, as these charges cannot be ascertained at the time of booking by the company, and I/We undertake to pay the same as demanded by the company at the time of Offer of Possession and/or as applicable at any other relevant time.
- I/We shall be liable to make payment of Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Plot in favour of the Applicant(s) to be communicated at the time of Offer of Possession of the Plot, as applicable at that relevant time.
- I/We shall be liable to make payment of any other tax/ cess/levy/ penalty/ charge(s)/IAC/ statutory charge(s)/charge(s) incurred for making compliance with any subsequent law/notification or any current law/notification made applicable to the Project /Plot etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.
- I/We shall be liable to make payment of GST, if any, if made applicable as per rates notified by the government has not been included in sale price, GST shall be subject to change and Payable along with respective instalment and is mandatory.

I/we, the above applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed therefrom.

Signature of Sole/Applicant

Signature of Co-Applicant

Signature of Co-Applicant

## Payment plan opted for: Please tick your [✓] preference

### DOWN PAYMENT PLAN

STAGE	% of TOTAL SALE COST PAYABLE + GST (as applicable)
At the time of Booking	10.00%
Within 30 days of Booking i.e. for execution of Builder Buyer Agreement	15.00%
Within 60 days of Booking i.e. within 30 days after execution of Builder Buyer Agreement	70.00%
On offer of Possession	5.00% + Other charges as detailed in the Application form/Builder Buyer Agreement

### TIME LINKED PAYMENT PLAN

STAGE	% of TOTAL SALE COST PAYABLE + GST (as applicable)
At the time of Booking.	<b>10%</b>
Within 30 days of Booking i.e. for execution of Builder Buyer Agreement	<b>15%</b>
Within 90 days of Booking or on Start of Construction of Sewer work at the project site whichever is later.	<b>15%</b>
Within 120 days of Booking or on Start of Construction of Road & Electricity work at the project site whichever is later.	<b>20%</b>
On offer of Possession	<b>40%</b> + Other charges as detailed in the Application form/Builder Buyer Agreement

**Notes:**

- Plot sizes are indicative and may vary  $\pm$  10%.
- PLC, Stamp Duty of Registry, GST and other charges/duties as applicable are payable is extra.

Declaration:

I/We do hereby declare that I/we shall abide by the terms and conditions of this Application Form and that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom. I/We have read, understood, accepted and signed all pages of this Application Form including Payment Plan and Terms and Conditions.

Date:

Place: New Delhi

\_\_\_\_\_  
Signature of Sole/Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Signature of Co-Applicant



## AGREED/APPLICABLE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING OF A PLOT IN PROJECT HONOUR HOMES SITUATED AT SECTOR-89, FARIDABAD, HARYANA

(The terms and conditions given below shall be more comprehensively set out in the Plot Buyers Agreement, which upon execution shall supersede the same. For all intents and purposes and for the purpose of the terms and conditions set out in this Application form, singular includes plural and masculine includes feminine gender)

### 1. Definitions:

- (a) "Agreement" means the Plot Builder Buyers Agreement to be executed between the Applicant and the Company, draft of which is available on the website of the company.
- (b) "Applicant" means person(s)/ entity, applying for booking of the said Plot, whose particulars are set out in this Application Form and who has appended his signature in acknowledgement of having agreed to the terms and conditions set out in this Application Form.
- (c) "Application Form" means whole of this Application Form including all annexures, schedules, terms and conditions for allotment of the said Plot in the said Residential Plotted colony.
- (d) "Company" means the company to which this application form is addressed above and/or Fidato Buildcon Pvt. Ltd.
- (e) "Earnest Money" means 10% of the Total Sales Price of the said Plot.
- (f) "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and/or which adversely affects the Company's ability to perform obligations under this Application form, which shall include but not be limited to:
- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
  - (ii) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
  - (iii) strikes or lock outs, industrial disputes;
  - (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - (v) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
  - (vii) any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Residential Plots or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever;
  - (viii) any event or circumstances analogous to the foregoing.
- (g) "Said Plot" shall mean the specific Plot applied for by the applicant in the said Colony, details of which has been set out in the application form and includes any alternative Plot, if allotted to the Applicant in lieu of the one applied for.
- (h) "Plot Area" means the area for the purpose of calculating the Total Sale Price in respect of the Said plot shall be the area of the plot allotted, with minor variations due to physical site conditions/demarcation, beyond the control of the company.
- (i) "Taxes" shall mean any and all taxes payable by the Company byway of GST, Property tax, fire tax, value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax,, VAT, cess, educational cess or any other taxes, charges, surcharges, levies by whatever name called, in connection with the development of the said Colony/said Residential Plots/said Plot.
- (j) "Government Charges" shall mean and include External Development Charges [EDC], infrastructural Development Charges [IDC] as applicable and as notified by State of Haryana and also includes Infrastructure Augmentation Charges, External electrification charge / License Renewal fee / Statutory Charges are charges payable to Govt. of Haryana / HUDA/ Any other competent Authority/Agency in connection with the development of the colony. The EDC IDC account statement obtained from the office of the DGTCP Haryana has been shown to the applicant and I/We are satisfied with the calculation of the EDC / IDC and shall also include any interest of whatsoever nature paid and/or payable thereon to the concerned authorities.
2. The Applicant(s) has applied for allotment of a Unit in an Integrated Township known as "HONOUR HOMES" situated at, Sector-89, Faridabad, Haryana (hereinafter referred to as "the Project") being developed by M/s Fidato Buildcon Private Limited (hereinafter referred to as 'Company').
3. The Company has obtained necessary licenses, Building Plan and permissions for the development from the Director, Town & Country Planning, Haryana, Chandigarh, for Development of the Project/Plotted Colony.

Signature of Sole/Applicant

Signature of Co-Applicant

Signature of Co-Applicant

4. The Applicants (s) have full knowledge of laws, notifications, rules as applicable to this area and has fully satisfied himself about the interest, rights and title of the Company in the land where the project is proposed to be developed.
5. The Building plans for the Project, specifications, quantity, standard and quality of material to be used in construction of Project and nature of facilities to be provided in the Project shall be determined by the Company. I/We understand and agree that after the development of the said Plot is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, the Company shall confirm the Land area of the said Plot and in the event of reduction in the land area of the said Plot, the Company shall refund the excess amounts paid by me/us within 90 (ninety) days from the date when such excess amount was paid by me/us. I/We further agree that in the event of any increase in the Land Area of the said Plot, which shall not be more than 10% (ten percent) of the said Plot Area of the said Plot as mentioned in the Application, the Company shall be entitled to demand the payable amounts along with the next due instalment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
6. The Applicant is fully satisfied with the title of the Company in the Project where the said Plot is located. Further, the Applicant has examined and is satisfied with the nature of rights, title and interest of the Company in the Project, which is being developed/ constructed by the Company as per the applicable laws. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP and/or by any other competent authorities in this regard, to the Company.
7. The Applicant had inspected the site where the said Plot is proposed to be developed. The applicant are not influenced by and relying upon the architect's plans, any advertisements, Company's promotional material representations of the Brokers/ Company etc. for all have relied on its own due diligence, investigation and Legal advise with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure (external and internal) etc. and had made his personal judgment prior to booking the said Plot.
8. Subject to the terms and conditions of this Application Form/ Plot Builder Buyers Agreement, on and after the payment of the Total Sale Price and other charges and dues as per the Application Form/ Plot Builder Buyers Agreement, the Applicant shall have the ownership of the said Plot.
9. Any increase and/or enhancement in the Government Charges or any tax made applicable, even after execution of conveyance deed, by whatever name called, even with retrospective effect, shall be payable by the Applicant proportionate to the said plot area to the total area of all such plots of the project. The pro rata demand made by the Company to the Applicant with regard to such dues shall be final and binding on the Applicant. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application Form/Agreement and the Company shall be entitled to cancel the Allotment/Agreement and forfeit the Earnest Money.
10. The Applicant agrees that time is of the essence of the agreement for all payments to be made by the Applicant including the Total Sale Price and all other amounts, charges and dues, as mentioned in this application form/ Plot Buyers Agreement and any delay in making instalments shall be construed as material breach of the agreed terms and conditions of Application Form and/or Agreement and non payment of any amount after booking amount and/or non payment of two consecutive instalments and also in case the applicant/allottee fails to make payment of even a single instalment for six months, then the same shall invoke cancellation clause and the allotment shall be cancelled without any notice and earnest money shall stand forfeited.
11. The applicant understands that though the layout plan, demarcation and zoning plans, building plans for the colony have been approved by the competent authorities and he has seen and accepted the plans and has applied for the allotment of the said Plot with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the said Plot, and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast due to changes/modification required by the competent / various statutory authorities / changes in law. The Applicant hereby agrees that the Company is fully entitled to make such changes as required by the statutory authorities and the applicant waives his right to object to the same.
12. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service tax, fire tax, VAT, fees, cess, surcharge or levies of all and any kind by whatever name called, whether levied or leviable now or in future, if applicable or made applicable to the plots, retrospectively or prospectively by the Government, municipal authority or any other governmental authority on the said Residential Plots/said Plot, as the case may be, as assessable or applicable from the date of the Application Form and thereafter. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the- determination of the share and demand shall be final and binding on the applicant till the said Plot is assessed separately.
13. The applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its discretion put the construction of the complete or part of the project in abeyance and terminate/ alter/vary the terms and conditions of this Application Form/ Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application Form/Agreement.
14. Subject to other terms of this Application Form and/or the Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application Form/Agreement, the Company shall endeavor to complete the development of Project/residential plotted colony and apply for completion of services from the competent authority within Thirty Six (36) months from the date of application form. Any delay by the Company in completing the construction/ development and offering the possession within stipulated period shall attract penal interest at rate of State Bank of India's highest marginal cost of lending rate plus 2% and any delay in making payment of demanded instalments shall also attract the same penalty of penal simple interest calculated at rate of State Bank of India's highest marginal cost of lending rate plus 2%. The adjustment of such compensation after deducting any waiver of interest shall be done at the time of execution of the Conveyance Deed, which will be executed and got registered in favour of the Applicant within reasonable period of time after the full price thereof and all other sums/charges have been paid by the Applicant. The cost of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant.
15. That the applicant agrees that unless a sale/conveyance deed is executed in his/ their favour, the company shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the said plot /Said Colony and this Agreement shall not give any right, title or interest in the Said Plot to the applicant.

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Signature of Sole/Applicant

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Signature of Co-Applicant

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Signature of Co-Applicant

16. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the said Plot, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter or in case of dishonour of cheques paid by the Applicant, the Company shall have the right to cancel the allotment of the Said Plot and forfeit the Earnest Money, if required.
17. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money or any amount of payment/amount received towards Earnest Money, by whatever name called, in case of non-fulfilment/breach of the terms and conditions of the Application Form and/or the Agreement including withdrawal of the Application Form, as detailed above, and also in the event of the failure by the applicant to sign and return to the Company the Agreement within the stipulated period or the allotment or booking or agreement is cancelled/terminated for any reason whatsoever. If the applicant causes disrepute to the project/Company, in any way then the Company shall be entitled to terminate the allotment/ agreement by refunding the amounts received from the applicant without any interest. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only after re-sale/fresh booking of the said residential plot to other allottee and after realization of the sales price from the new allottee. The Company shall at all times, have the first lien and charge on the Said Plot for all its dues payable by the Applicant to the Company. Timely payment of instalments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and failure to make full/complete payments shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money along with other amounts as mentioned hereinabove.
18. The Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination / assignment request until and unless the Applicant(s) has paid at least 25% [Twenty Five Percent] of Total Sales Price to the Company & the same shall be at the sole discretion of the Company, upon payment of administrative charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. However, First transfer shall be Free of any administrative charges/Cost.
19. The Company may condone the dishonour of a cheque in exceptional circumstances subject to the Allottee paying a penalty of Rs.5000/- plus applicable GST, for each such dishonour apart from penal interest for the period of delay in payment.
20. The Applicant(s) understands, agrees and undertakes that, the Applicant(s) shall on his own apply directly to Dakshin Haryana BijiVitran Nigam ("DHBVN") / Haryana Vidyut Prasaran Nigam ("HVPN") / State Electricity Boards ("SEBs") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement in respect to the said Plot.
21. The Company may, at its discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the applicant to get the name of his nominee substituted in his place or to get the name of other allottee/person added/deleted from the said booking/allotment of said plot, subject to such terms and conditions and charges as the Company may impose. The Applicant shall be fully responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/name additions/name deletions. It is specifically made clear to the Applicant that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment/name additions/name deletions of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Application Form to restrict nomination/ transfer/assignment/name additions/name deletions of the Said Plot by any authority, the Company will have to comply with the same and the Applicant has specifically agreed to the same.
22. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the Said Plot/Project/land subject to the Said Plot being free of any encumbrances at the time of execution of sale deed. The Company shall always have the first lien/charge on the Said Plot for all its dues and other amounts payable by the Applicant.
23. The Applicant may obtain finance from any financial institution / bank or any other source but the Applicant's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said Plot. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Applicant with the financial institution/ bank without recourse to or involving the Company. The company shall not be liable in the event of refusal by any financial institution to advance any loan/finance to the applicant(s), for any reason whatsoever.
24. (a) The Applicant agrees that in case the Applicant is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company then all remittances, acquisition/ transfer of the said Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve bank of India or any other applicable law of land and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company have no responsibility in this regard.
- (b) The applicant confirms and represents that the applicant is buying the said Unit for the consideration as aforesaid from his lawfully earned and declared sources of income, duly declared and subject to tax and no part of his income/investment bears any taint punishable under the Prevention of Money Laundering Act, 2002/Benami Transactions (Prohibition) Act, 2016.
25. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application Form, failing which all letters by the Company shall be mailed/send to the address given in this Application Form and deemed to have been received by the Applicant. In case of joint applicants, communication sent to the first named Applicant mentioned in the Application Form shall be deemed to have been sent to all applicants.

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Signature of Sole/Applicant

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Signature of Co-Applicant

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Signature of Co-Applicant

26. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The applicant shall make payment(s) of all such amounts as demanded by the Company pertaining to any statutory charge(s)/ tax/cess/levy etc. which has not been accounted for and which has not been paid by the applicant.
27. The Company is not required to send reminders /notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
28. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this application form and both/all shall be liable for the consequences jointly as well severally. Any notice/ communication to the first applicant shall be deemed as notice to both/all the applicants.
29. The company shall make the best endeavours to facilitate the total completion of all the external services by HUDA, a government agency, in the periphery of the township/colony, however the onus and sole responsibility of the completion of all the external services is with HUDA and the company is not held liable for the same.
30. This application form has been made at New Delhi and New Delhi courts alone shall have the jurisdiction in all matters arising out of or touching and / or concerning this transaction.
31. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form/Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be adjudicated upon and settled through the adjudicating officer appointed under the applicable RERA rules and act and the redressal mechanism provided therein and no party shall not be entitled to invoke the jurisdiction of any other forum including but not limited to Consumer Forum, Police authorities.
32. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.
33. The Applicant shall before taking possession of the said Plot, clear all the dues towards the said Plot and have the conveyance deed for the said Plot executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses, as applicable, to the concerned sub registrar office.
34. The Applicant undertakes to abide by all applicable laws including any bye laws, laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder ("**Real Estate Act**").
35. The Applicant may avail for loans from financial institutions to finance the said Plot. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further instalments / dues. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently the payments of instalments are delayed by the Applicant to the Company, the Applicant agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
36. The Total Price above includes the Booking Amount paid by the Applicant to the Company towards the said Plot.
37. In case there is any change or modification in the rate of any applicable GST/ taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased or decreased based on such change or modification. Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when the Applicant will make such payments to the Company on account of delayed payment. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Real Estate Act, the same shall not be charged from the Applicant (successful allottee). The Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above and the Applicant shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant, the details of the GST/ taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
38. The Total Sale Price of the said Plot includes cost of land, External Development Charges (calculated on the date of this application), Development of common areas (i.e. road, sewer line, water line, external electrification) , and includes cost for providing all other facilities, amenities and specifications to be provided for the said Plot within the Project. Further any enhancement and/or revision of External Development Charges and Taxes, as applicable, shall be payable/recoverable over the above the Total Sale Price, as per applicable laws by/from the applicant(s).
39. The Total Price is escalation free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the aforesaid Said Plot as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Plot by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant.

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Signature of Sole/Applicant

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Signature of Co-Applicant

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Signature of Co-Applicant

40. The Applicant is required to deposit 25% [Twenty Five Percent] amount of the Total Price/Total Cost for execution of Builder Buyer Agreement. The balance 75% of the Total Price will be payable by the Applicant in accordance with Schedule of Payment / Payment Plan with no interest falling due before the due date for payment ("**Payment Plan**"). The Applicant(s) shall make all payment only through cheques/demand drafts. The Applicant must specify their name, address and Project name on the backside of cheque/demand; draft accepted by the Company and the Company shall be deemed to have accepted such cheque/demand draft, subject to their realization.
41. That the company shall complete the construction of the above Said Plot within a period of 36 months from the date of launch /allotment of Said Plot, whichever is later. Upon receipt of the Occupation Certificate in respect of the Said Plot, the Company shall issue a written notice offering the possession of the Said Plot ("Possession Notice"), to the Applicant offering the possession of the Said Plot to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Company, the Applicant shall take possession of the Said Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Said Plot to the Applicant. In case the Applicant fails to take possession within the time provided in the Possession Notice, such Applicant shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
42. The Applicant shall use the Said Plot only for residential purposes after handing over of the possession of the Said Plot by the Company, by the Applicant shall himself be responsible for development and maintenance thereof. Applicant shall construct Said Plot as per the by laws of HUDA/Govt. of Haryana on said Plot.
43. The Applicant shall be entitled only to the area within the peripheral boundary of the Said Plot. Applicant shall not keep any material in the common areas/roads of the Project. Applicant(s) shall be entitled to use the common areas of the Project alongwith other allottees for such purposes for which such common areas have been developed.
44. The Applicant shall bear costs of connection and consumption of electricity and water for his Said Plot as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Said Plot by the Company.
45. The Applicant(s) have no objection in case the Company creates a charge on the Project land during prior to the execution of the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Said Plot to the Applicant.
46. The construction/ development of the Said Plot/ Project is subject to any event or combination of events or circumstances beyond the reasonable control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform including but not limited to the following:
- act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
  - explosions or accidents, air crashes, act of terrorism;
  - strikes or lock outs, industrial disputes;
  - non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in the Agreement; or
  - any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project/Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever;
  - any event or circumstances analogous to the foregoing.
47. "Force Majeure Events". The Applicant agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant the entire amount received by the Company from the Applicant within ninety days. The Company shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/ she/they shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities
48. Events of Default:
- Subject to the Force Majeure Events, court orders, Government policy/ guidelines, decisions, the Company shall be considered under a condition of default, in the following events:
    - The Company fails to provide the Said Plot to the Applicant(s) (within the time period specified above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned authority. For the purpose of this clause, 'possession' shall mean that the Said Plot shall be in a good condition including the provision of all amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by the competent authority;
    - Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the rules or regulations made thereunder.

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Signature of Sole/Applicant

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Signature of Co-Applicant

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Signature of Co-Applicant

(ii) In case of default by Company under the conditions listed above, Applicant(s) (is entitled to the following:

a. Stop making further payments to Company as demanded by the Company. If the Applicant(s) (stops making payments, the Company shall correct the situation by completing the construction/ development milestones and only thereafter the Applicant(s) be required to make the next payment without any interest for the period of such delay; or

b. The Applicant(s) shall have the option of terminating the allotment of Said Plot/Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant(s) (under any head whatsoever towards the purchase of the Said Plot, along with interest at the rate of 10% (ten percent) per annum, within ninety days of receiving the termination notice:

Provided that where an Applicant(s) does not intend to withdraw from the Project or terminate the allotment of the Said Plot/Agreement, he shall be paid, by the Company, the interest at the rate of 10% (ten percent) per annum for every month of delay till the handing over of the possession of the Said Plot which shall be paid by the Company to the Applicant(s) within ninety days of it becoming due.

(iii) The Applicant(s) shall be considered under a condition of default, in the following events:

a. In case the Applicant fails to make payments for two consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant shall be liable to pay interest at rate of State Bank of India's highest marginal cost of lending rate plus 2% to the Company on the unpaid amount;

b. Dishonour of any cheque(s), including post-dated cheques, given by the Applicant(s) to the Company, for any reason whatsoever;

c. Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement/Application;

d. Applicant(s) (fails to take possession of the Said Plot, within the time provided herein above;

e. Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of the Agreement/Application;

f. Any other breach of a provision under Agreement/Application/ Policy by the Applicant(s).

(iv) In case of an event of default committed by an Applicant(s) in terms of sub clause (iii) above, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):

a. The Applicant(s) shall be liable to pay at rate of State Bank of India's highest marginal cost of lending rate plus 2% for the period of delay. Subject to the provision for payment of interest, in the event the Applicant fails to make the payment of any of the instalments of the Total Price or any other amounts falling due within the stipulated time, the Company may issue a notice to the Applicant for making the payment of the due amount within a period of 15 (fifteen) days from the date of issue of such notice. If the Applicant still defaults in making payment of the amount due along with interest within the period of said 15 days. Upon the failure of the Applicant) to clear the entire due amount within this additional period of 15 (fifteen) days, the allotment of the Said Plot shall stand cancelled without the need for the Company to do or undertake any more steps. In case of such cancellation, the Allottee(s) shall have no lien or claim on the Said Plot and the Company will be entitled to sell, convey or transfer the Said Plot to any party at its sole discretion. In such an event, the amount received from the Applicant until the date of cancellation of the allotment of the Said Plot by the Company, shall be refunded to the Applicant after deducting the Booking Amount, interest at rate of State Bank of India's highest marginal cost of lending rate plus 2% on the amount due accruing in favour of the Company in terms of the Application/ Agreement.

b. In case of payment of delayed instalments as per the Payment Plan, the payment so made by the Applicant shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

49. The Applicant hereby undertakes to inform the Company of any change in his address or in any other particular/information, given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Company, shall be deemed to have been received by me/us and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to borne all the cost and expenses.

50. The Applicant shall get his / her / their complete address registered with the Company at the time of booking and it shall be his / her / their responsibility to inform the Company in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so then failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.

51. In case of joint Applicant(s), the Company shall send all letters/ notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. The Company shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s).

52. That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

53. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act.

54. The Company reserves the right to add/delete/change/modify any of the Terms & Conditions, specifications facilities/amenities as may be required by the statutory bodies, govt. regulations.

Signature of Sole/Applicant

Signature of Co-Applicant

Signature of Co-Applicant

**FOR OFFICE USE ONLY**  
(Not to be filled by Applicant)

Plot No. Allotted:

Total Sales Price: Rs.

Detail of Client:

Booking done by (Tick  as applicable)

New Client [  ], Existing Client [  ] Existing Property detail:

Remarks:

**DIRECT:** [  ]

Name and Signature with date & time of the Company official, who has booked the plot:

- a) Name:
- b) Date:
- c) Signature:

**THROUGH AGENT:** [  ]

- a) Agent Name:
- b) Agent Address:
- c) HRERA Registration No:
- d) Agent Stamp:
- e) Agent Signature:

**Checklist for Receiving sales Executive**

		Yes	No			Yes	No
1	Plot Cost Details: Checked & Confirmed			7	Documents related to NRI/PIO received		
2	Duly Filled Application with date & time			8	Booking Amount received		
3	Application Money details duly filled in			9	Opted payment plan		
4	Applicant's Signature on all the pages			10	Remark/ Exception, if any		
5	PAN Copy [of all applicants] received			11	Broker Stamp/ Signature/ Card taken		
6	Address Proof [of all applicant] received			12	Passport Size photograph affixed at given place		

**For Fidato Buildcon Pvt. Ltd.**

[Authorized Signatory]