

To

M/s Eminent Infradevelopers Pvt. Ltd.,  
A1/112, Safdarjung Enclave,  
New Delhi - 110029

Signed photo  
of sole/first  
applicant /  
Guardian

Signed photo  
of co-applicant

**APPLICATION FOR ALLOTMENT OF A FLAT IN  
YOUR GROUP HOUSING PROJECT 'AAROGYAM' AT HARIDWAR**

Dear Sirs,

I / We hereby apply for the allotment of a Flat in Aarogyam, located on Roorkee-Haridwar NH58, Opp. Crystal World, Bhadrabad, Haridwar.

I / We agree and note that the allotment is entirely at the discretion of the Company and the Company has a right to reject this application without assigning any reason thereof and without incurring/ carrying any liability toward costs/ damages/ interest etc. except that the initial deposit shall be refunded to the applicant/s. I/We have clearly understood that this application does not constitute an Agreement to Sell and I/we do not become entitled to the final allotment of an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the Flat Buyer's Agreement on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. If, however, I /we fail to execute and return the Allotment & Apartment Buyer's Agreement within thirty (30) days from the date of its dispatch by the company then this application shall be treated as cancelled only at the sole discretion of the company and the earnest money paid by me/us will stand forfeited.

I / We have read, understood and signed the salient terms and conditions of sale attached to this application form and agree to sign and execute, as and when desired by the company, the Flat Buyer's Agreement on the Company's standard format and abide by the terms and conditions of the sale as laid down therein.

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

by cheque/draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ being the booking amount.

I / We agree to pay further instalments as stipulated in the Company price list or as demanded by the company. My / Our particulars for your reference and records are as below:

**SOLE OR FIRST APPLICANT :** \_\_\_\_\_

S/D/W of: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Telephone: Res: \_\_\_\_\_ Office: : \_\_\_\_\_ Mobile: : \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Profession & Office Name: \_\_\_\_\_ Residential status: Resident / Non-Resident / FNIO/PIO (Tick )

Income Tax Permanent Account No. (PAN No.) \_\_\_\_\_

Ward/Circle/Special Range & Place where assessed to income tax.: \_\_\_\_\_

\* Attach Form 60 or 61, as the case may be, if PAN is not available

**CO-APPLICANT :** \_\_\_\_\_

S/D/W of: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Telephone: Res: \_\_\_\_\_ Office: : \_\_\_\_\_ Mobile: : \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Profession & Office Name: \_\_\_\_\_ Residential status: Resident / Non-Resident / FNIO/PIO (Tick )

Income Tax Permanent Account No. (PAN No.) \_\_\_\_\_

Ward/Circle/Special Range & Place where assessed to income tax.: \_\_\_\_\_

\* Attach Form 60 or 61, as the case may be, if PAN is not available

Name/address of legal Guardian (in case of minor): \_\_\_\_\_

Relationship: \_\_\_\_\_

PAN no. details with signature of applicant/s: \_\_\_\_\_

\* Attach Form 60 or 61, as the case may be, if PAN is not available

**DETAILS OF FLAT APPLIED FOR**

Unit no. \_\_\_\_\_ ; Floor \_\_\_\_\_ Block \_\_\_\_\_ Type \_\_\_\_\_ ; Super area \_\_\_\_\_ smt ( \_\_\_\_\_ sft.);

Lawn \_\_\_\_\_ smt ( \_\_\_\_\_ sft) Terrace \_\_\_\_\_ smt ( \_\_\_\_\_ sft.)

BASIC SALE PRICE (inclusive of EDC) : Rs. \_\_\_\_\_ )

PREFERENTIAL LOCATION CHARGES (PLC), if any : Park facing, corner, pool facing (Please tick  ) : Rs. \_\_\_\_\_

NET BASIC SALE PRICE (inclusive of PLC if any) : Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ )

**PAYMENT PLAN OPTED:**

**FULL DOWN PAYMENT PLAN (Plan-A) / 60% DOWN PAYMENT PLAN (Plan-B) / CONSTRUCTION-LINKED PLAN (Plan-C)**

Note: Payments to be made by A/c Payee cheque/ demand draft in favour of M/s. Eminent Infradevelopers Pvt. Ltd., payable at Delhi/New Delhi.

## INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT IN GROUP HOUSING PROJECT 'AAROGYAM' AT HARIDWAR

The Intending Allottee will be allotted the Flat on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Flat Buyer's Agreement (hereinafter referred to as the "Agreement").

The following terms and conditions are indicative in nature, and shall always remain binding on the Intending Allottee

1. The Intending Allottee confirms that he/she has been provided by the Company with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Company. The Intending Allottee has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Company in the land on which the Project is being developed, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment.
2. The Intending Allottee shall be liable to pay a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the basic sale price for the purchase of the Flat and other charges as per the payment plan opted by him. The Company has calculated the total price payable by the Intending Allottee for the Flat on the basis of the super area of the Flat together with the proportionate cost of providing the common facilities in the Project. The super area given in the application is tentative and the same shall be determined at the time of completion of the project / handing over possession of the Flat.
3. It shall be an essential condition of allotment that the Flat shall not be used for any purposes other than for residential purposes.
4. The Intending Allottee hereby agrees to pay additionally the preferential location charges in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the building or flat layout plan, the Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the Flat becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay additional preferential location charge as may be demanded by the Company.
5. The Intending Allottee shall be allotted one open / covered car parking space specifically earmarked for the Flat on payment of such extra charges as provided in the payment plan.
6. The earnest money for the purpose of this application and Flat Buyer's Agreement shall always be 10% of the basic sale price. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment/transfer including non-payment of basic sale price / other charges herein provided or as set out in the Flat Buyer's Agreement. In the eventuality of withdrawal / cancellation, the earnest money deposited will stand forfeited and the balance amount, if any, will be refunded to the Intending Allottee without any interest and such refund shall be made only once the Flat is re-allotted / sold to another person(s).
7. The payment on or before due date of the basic sale price and other charges / amounts payable by the Intending Allottee as per the payment plan opted by the Intending Allottee or as demanded by the Company from time to time is the essence of the allotment. In case, the Intending Allottee fails to make the payments, as aforesaid, the Intending Allottee shall be liable to pay interest thereon @ 18% per annum from the due date of the installment / payment till the date of actual payment. However, in case the Intending Allottee fails to make the payment with interest as aforesaid within a period of three months from the said due date, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and the Intending Allottee shall be left with no right in the Flat. In such a case, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded, without any interest, and such refund shall be made only once the Flat is re-allotted / sold to any other person(s). However, in exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment of installments by charging interest @ 18% per annum and restore the allotment of either the cancelled Flat or any other alternate Flat, at the Company's sole discretion, and on such terms and conditions as it may deem fit.
8. In-case the Intending Allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Flat applied for, the Company shall only facilitate the process.
9. The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any matters, issues relating to any approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Company after allotment, is unable to deliver the Flat to the Intending Allottee, the Intending Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
10. The Intending Allottee has seen and accepted the layout plans, building plans, designs and specifications, which are tentative and the Intending Allottee authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any Competent Authority(ies). However, in case of any alterations / modification resulting in change in the super area of the Flat any time prior to and upon the grant of completion certificate, the Company shall intimate to the Intending Allottee in writing the change thereof and the resultant change, if any, in the price of the Flat shall be paid by the Intending Allottee or refunded as the case may be. The Company may on its own provide additional / better specifications and / or facilities other than those specifications provided in the brochure due to technical reasons or for reasons of over-all betterment of the Project and the proportionate cost of such changes will be borne by the Intending Allottee.
11. If the Company is unable to carry out the constructions of the Building or Flat or is unable to construct and hand-over the possession of the Flat for any reason whatsoever, the Company shall endeavour to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the Allottee or non-availability of the alternate flat, the Company shall refund only the actual amount received from the Allottee till then and shall not be liable to pay any damages/compensation or interest to the Allottee, whatsoever. Company shall endeavour to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the Allottee or non-availability of the alternate flat, the Company shall refund only the actual amount received from the Allottee till then and shall not be liable to pay any damages/compensation or interest to the Allottee, whatsoever.
12. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, either on the Flat / land or on the construction of the Project at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
13. In case of any increase in the External or Infrastructure Development Charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged to the account of the Allottee on pro-rata basis and be payable to the Company on demand.
14. The charges for providing external electrification, electric wiring in the Flat, fire fighting measures / equipment in the common areas as prescribed in the existing fire fighting code / regulations and power backup, shall be payable by the Allottee in addition to the basic sale price, as prescribed herein. If, however, due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Company, additional electrification / fire safety measures are undertaken or in case there is any increase in the external electrification & fire fighting charges, then the Allottee shall be liable to pay proportionate charges, as may be determined by the Company in its absolute discretion.
15. The Company shall endeavor to handover possession of the Flat within a period of \_\_\_\_\_ months from the date of booking subject to timely payment by the Allottee towards the basic sale price and other charges, as demanded in terms of the Agreement. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure and timely and prompt payment of all installments and completion of formalities required. The Company shall be entitled to three (3) months additional period in the event there is a delay in handing over possession. However, in case of delay beyond a period of three (3) months and such delay is attributable to the Company, the Company shall be liable to pay compensation @ Rs. 3.00 per sq. ft. per month of the Super Area of the Flat for the period of further delay.
16. The Intending Allottee shall be liable to pay an Interest-Free Maintenance Security (IFMS) towards the maintenance and upkeep of the Building / Project. The amount to be deposited as IFMS will be intimated to the Intending Allottee by the Company at the time of making the offer of possession. The IFMS shall become payable within the time notified, whether or not the Intending Allottee takes possession of the Flat. In case of delay in payment of IFMS within this period, interest @18% p.a. shall be charged for the period of delay.
17. The Intending Allottee agrees to pay to the Company or the maintenance agency, monthly maintenance charges as demanded by the Company / maintenance agency, from the date notified by the Company for taking over possession of the Said Flat. The Company / maintenance agency may at the time of making the offer of possession, demand advance maintenance charges for a period of 12 months forward, at the rates determined by the Company / maintenance agency, in which

case the Intending Allottee(s) shall be liable to pay the same within the date notified, failing which interest @ 18% p.a. shall be charged for the period of delay. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee is in occupation of the Flat or not. The Intending Allottee agrees to sign and execute the Maintenance Agreement with the Company / maintenance agency, in this regard, as and when called upon.

18. All charges payable to various department for obtaining services/ connections to the Flat like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Intending Allottee. The Intending Allottee shall be liable to pay monthly electricity consumption charges and power back-up charges in respect of the Flat on actuals through the pre-paid metering system. The Intending Allottee shall also be liable to pay the municipal / house / property tax, by whatever name called, and water tax etc. in respect of the Flat from the date of levy thereof.
19. The Intending Allottee shall be required to become a member of the club and shall be liable to pay to the Company or its nominated agency, which may manage and operate the club, such one-time membership fee, as per the payment plan and other charges as applicable. The membership of the club is compulsory by the Intending Allottee.
20. The Intending Allottee shall also be liable to pay to the Company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed at the rate which may be applicable then.
21. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and administrative charges as may be prescribed by the Company. The Intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination/transfer/assignment of the Flat by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.
22. The Intending Allottee, if resident outside India, shall solely be responsible for the compliance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing and applicable shall be the responsibility of the Intending Allottee.
23. The Intending Allottee shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notice etc, by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee.
24. In case there are joint applicants, all communications shall be sent by the Company to the First Intending Allottee only at the mailing address given by him which shall be deemed as served on all Intending Allottee and no separate communications shall be sent to the Joint Intending Allottee. The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Intending Allottee and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
25. All payments by the applicant / Intending Allottee shall be made to the Company through Demand Drafts/Cheques drawn upon scheduled banks in favour of Eminent Infradevelopers Pvt. Ltd., payable at Delhi/ New Delhi only.

I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as will be comprehensively set out in the Flat Buyer's Agreement.

Yours faithfully,

First/Sole Applicant / Legal Guardian

Co-Applicant

Place \_\_\_\_\_

Date \_\_\_\_\_

FOR OFFICE USE ONLY

Date of booking : \_\_\_\_\_ Location booked \_\_\_\_\_

Dealing executive : \_\_\_\_\_

Application accepted/rejected : \_\_\_\_\_ Approved by : \_\_\_\_\_



**EMINENT INFRADEVELOPERS PVT LTD**

ISO 9001:2000 Certified Company

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