

APPLICATION FORM

Premium Infratech LLP
Office : 76-G, Sector-18,
Gurgaon, Haryana - 122001
(India)

Dear Sir/ Madam,

Application Date _____

Project Name TULIP Melrose

Name of the Applicant _____ D.O.B. _____

Son/Wife/Daughter of _____

Co-Applicants 1) _____ D.O.B. _____

Co-Applicants 2) _____ D.O.B. _____

Son/Wife/Daughter of 1) _____

Son/Wife/Daughter of 2) _____

Guardian's Name
(in case of Minor) _____

Address _____ PIN _____

Telephone (O) _____ (R) _____

Mobile _____ Email _____

• ☒ Tick whatever is applicable

Residential Status Resident / NRI / Others PAN No. _____

Property Type Residential / Commercial / Others Unit No. _____

Carpet Area _____

Basic Price _____ Development Charges _____

Car Parking _____

Payment Plan Down Payment / Construction Linked / Time Linked

Direct / Broker _____

I/We, the undersigned (herein after referred to as "**Intending Applicant(s)**"), do hereby submit that the unit (hereinafter referred to as "**said Apartment**") may be allotted to me/us in terms of the stipulations drawn & envisaged therein the Agreement referred to as ("**Builder Buyer Agreement**"). I/we do hereby extend my/our covenant(s) to be bound not only with envisaged stipulations set forth herein this Application but also in the Agreement and any other transactional documents either drawn or to be drawn & executed with the company/developer during the course of the transaction. Execution and registration of Apartment Allottee Agreement & conveyance deed as per applicable law shall be an integral part of the transaction.

Now, being the consenting party for the booking/allotment of the proposed flat in the designated/proposed project, I/we do hereby bind myself/ourselves with the accompanying terms and conditions with this application and shall remain abide by it in every eventuality, whatsoever & howsoever.

For PREMIUM INFRATECH LLP

Authorised Signatory

Terms and Conditions

1. I/we state and confirm that, I/we have applied & exercised every necessary due diligence, which every prudent man would have exercised before applying for a booking in any of the real estate projects. I/we have also duly inspected and verified all relevant land documents, periodical records of rights (Revenue Records), approvals, Licenses, permissions etc. along with all related and ancillary documents regarding developer's credibility, reputation, project viability etc. upfront, thus, post satisfying with each & every such aspect have decided to submit this instant application for booking/allotment of flat in the proposed/designated project.
2. I/We assure and confirm that the submission of application for booking/ allotment of flat in the project itself presume my/our complete full understanding and conceptualization towards Apartment's specifications, layouts, Building Plans, permissions, approvals etc., vis-à-vis to the flat and project to be developed and/or developed by the developer/company. I/we do further confirm here that before execution of these terms, I/we have duly been apprised my/ourselves with all relevant documents in both modes such as hard/soft copies respectively. Only after its due appraisal and satisfaction thereto, I/we have signed and executed these accompanied appended terms & conditions hereto with this application form.
3. I/we do hereby understand that by no stretch of imagination, the submission of this application and issuance of payment receipts against my remitted payments thereto, would in any manner establish/create my/our right, title & interest over and above the final allotment/flat in any manner, whatsoever. I/we do hereby assure the developer/company that, I/we shall be abide by the payment schedule voluntarily opted by me/us vide opted Payment Plan and terms and conditions settled for the subsistence of the transaction by way of Builder Buyer Agreement. I/we have been apprised upfront with the aspect that @10% of the sale price agreed to be payable as valuable consideration for the proposed transaction shall be treated as "Earnest Money".
4. I/We do hereby further confirm hereto that after discharging my/our liability(ies) towards the payment of 10% amount as agreed to and in terms of the RERA stipulations, I/we shall proceed with the mandatory execution & registration of the Desired Apartment Allottee Agreement(governing Instrument of Transaction) within a period of 30 days from here on. We/ourselves shall strictly adhere to with the opted payment plan and recitals embodied therein this Application, Builder Buyer Agreement and other transactional documents executed or to be executed with the developer. Failure to proceed with the execution of the Builder Buyer Agreement within the stipulated time frame of execution & registration suo-moto grants an unfettered and unequivocal right in favor of the Developer/Company to forfeit the "Earnest Money" without any further intimation/Notice thereto.
5. I/we have been made to understand that the manifestations with regard to super area on the application form been made only for reference purposes. Super Area has specifically been defined vide recitals of the Apartment/Unit Buyer Agreement and it carries the same meaning hereto as well. Basically, the price has been computed on the carpet area of the Apartment/unit.
- 6(a) In any case, I/We voluntarily decide/opt for cancellation of booking before the registration of the Builder Buyer Agreement (Governing Instrument of the Transaction), in that case, it would be within the sole discretion & right of the developer to forfeit the defined Earnest Money hereinabove.
- (b) Furthermore, in case, I/we do hereby desire/opt to seek cancellation after the registration of the Builder Buyer Agreement in that eventuality the terms of Builder Buyer Agreement shall prevail & govern the cancellation of booking/allotment which shall in no way restrict the rights of the developer to forfeit the defined "Earnest Money" but in addition thereto shall further entitle the developer to proceed with the adjustment/recovery of other applicable mandatory & statutory dues/deductions as per the contemplated terms therein the flat Buyer Agreement.
- (c) It has further been undertaken by me/us that any shortfall after the forfeiture & adjustments/ deductions as per clause 5(a) & (b) shall be payable by me/us as and when demanded by the developer and in every such circumstances my application shall be treated as redundant/ in fructuous automatically for all times to come on every count and account. I/we shall be left with no kind of lien/charge etc. over and above the Flat/Apartment subject matter of the transaction.
- (d) Timely payments as per the opted payment plan shall be the essence of the contract, the delay, if any, to discharge my/our obligations as agreed to, shall attract interest in terms of the Builder Buyer Agreement. In any case, if the transaction doesn't persist further due to my/our faults/defaults, it would suo moto entitles the developer to cancel the Builder Buyer Agreement/Allotment and proceed further with the invocation of forfeiture clause and it shall further fasten a liability upon me/us to compensate the developer towards any shortfall after the adjustment/recovery of paid govt. dues, if any, contemplated therein the Builder Buyer Agreement and left me/us with no kind of lien/charge over and above the flat/apartment/ project as the case may be.
- 7(a) I/We irrevocably agree and confirm that, if in any case the allotted/booked flat could not be allotted due to the abandoning of a particular tower and developer offers flat with same configuration and size in the other project/tower in the other project/tower as the case may be, the same shall be acceptable to me/us without any demur or protest.
- (b) Furthermore, I/we agree and confirm that, in any case, the project gets abandon due to the force majeure reasons as detailed therein the Builder Buyer Agreement or otherwise due to any other reason beyond the control of the developer, I/we shall accept the deposited amount without any interest thereupon, if tendered within the reasonable period of time. Thus, the tendering of amount within reasonable time frame by the developer shall suo-moto extinguish my/our all claims either accrued or otherwise on every count and account whatsoever.
8. I/we do hereby bind myself/ourselves to pay the EDC and IDC on pro-rata basis in accordance with the demand received from developer at any time during the subsistence of the transaction or thereafter, including interest/penalty accrued thereupon on actual basis.
9. I/We shall be abide by the terms and conditions of this Application including those relating to payment of / sale Price and other deposits, charges, rates, taxes, cesses, escalation, levies etc. and forfeiture of earnest money as laid down herein.
10. I/we further bound my/ourselves to discharge my/our liabilities towards payment of charges such as Electricity Connection Charges (ECC), Electricity Sub-Station (ESS), Power back up, water and gas pipe line charges, fire safety charges and/or other related, contingent, incidental or ancillary charges to be payable/remitted prospectively/retrospectively/retroactively as applicable from time to time.

For PREMIUM INFRA TECH LLP

Authorised Signatory

11. I/We do hereby understand that concurrently to the Builder Buyer Agreement, a Maintenance Agreement has also to be executed by me/us. The terms of the Maintenance Agreement shall run concurrently and in co-terminus with the Builder Buyer Agreement/conveyance deed. It shall be incumbent upon me/us to discharge my/our obligations in terms of my opted payment plan, maintenance charges, Interest Free Maintenance Security (IFMS) and other related, ancillary and incidental charges and shall bound myself/ourselves with all other charges which includes contingent charges, if accrue, at any time and/or demanded by the developer/company.
12. I/we do hereby undertake to remit recreational club membership charges, usage charges for other facilities provided therein the project as and when demanded by the developer/Maintenance Agency appointed in this behalf.
13. I/we have been made to understand that if any term or condition does find to be inconsistent with the terms of the Builder Buyer Agreement or any law for the time being in force, the same to the extent of its inconsistency shall be treated as superseded with the terms of the flat Buyer agreement and/or if found inconsistent even so, it would finally be superseded to the extent of its inconsistency with the applicable law.
14. I/we do hereby agree that any dispute with regard to any terms and conditions entailed hereto or otherwise shall be referred to Arbitration and the proceedings, if any, to be conducted in pursuance to the provisions of the Arbitration and Conciliation Act, 1996. The seat and the venue of Arbitration shall be at Gurugram.
15. I/We agree that Gurugram Courts alone shall have the jurisdiction in all matters arising out of and/or touching or concerning this transaction.
16. I/We hereby further declare that the above particulars/information given by me/us is/are true and correct and nothing has been concealed there from.
17. I/we shall be abide by all rules, regulations, laws, stipulations applicable for the subsistence of the transaction either formulated by any Central/State Authority etc.
18. I/we have gone through all the terms and conditions before signing it and the same have been read out to me in vernacular and only after understanding the genesis therein I/we have signed these terms and conditions that too out of my/our free will and accord and without succumbing to any kind of coercion, force, allurements, inducement etc. from any corners whatsoever.

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

.....)

By way of Bank Draft/Cheque No..... dated..... drawn on.....

..... as partial consideration described as "Earnest money".

1.....

Dated.....

2.....

Signature of Applicant(s)

For PREMIUM INFRA TECH LLP

Authorised Signatory

For Office Use Only

* ☒ Tick whatever is applicable

1) Application Accepted/Rejected

2) Provisional Booking of property

I. Unit no..... Carpet Area..... Super Area.....

II. Basic Price..... Discount..... Net Basic Price.....

III. Development Charges..... Car Parking..... Others.....

IV. Remarks.....

.....

.....

For PREMIUM INFRATECH LLP

Dated

.....
Authorized Signatory
(Authorized Signatory)