

## APPLICATION FORM

Application Form for provisional allotment of a Unit in the Project “Emperium Titan” a Retirement Housing Project situated at revenue estate of village Harsaru, Sector-88A, Gurugram, Manesar Urban Complex, Haryana, India.

Dear Ma'am/Sir(s),

I/We, whose particulars is/are mentioned below, by way of submitting this Application Form, request that I/We may be provisionally allotted a unit bearing no. \_\_\_\_\_ (hereinafter referred to as “**Unit**”), having carpet area of \_\_\_\_ Sq. Ft. (\_\_\_\_ Sq. Mtrs.) approx. and super area of \_\_\_\_ Sq. Ft. (\_\_\_\_ Sq. Mtrs.) approx., the details whereof are mentioned in ‘Schedule- I’. The Project is being developed over an area of 7,037.79 Sq. Mtrs. which inter-alia comprises of a Retirement Housing Project. The Promoter i.e. Emperium Infrastructure Pvt. Ltd. (hereinafter referred to as “**Promoter**”) in collaboration with Mr. Parul Malik, Mr. Sunil Malik, Mrs. Navneet Malik (hereinafter referred to as “**Landowners**”) is constructing and developing a Retirement Housing Project under the name and style “Emperium Titan” (hereinafter referred to as “**Project**”).

I/We understand that the Unit is residential in nature situated at \_\_\_\_\_, in the Project, Floor \_\_\_\_, Tower \_\_\_\_. I/We have paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards the initial Booking Amount and Taxes as applicable to the Unit vide Cheque/Pay Order/Demand Draft bearing no.(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ or through electronic transfer vide NEFT/RTGS/UTR No. \_\_\_\_\_ bank on \_\_\_\_\_.

The Project is duly registered with the Haryana Real Estate Regulatory Authority, \_\_\_\_\_, Haryana, India (“**HRERA Authority**”) under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (“**RERA Act**”) and the Haryana Real Estate (Regulation and Development) Rules, 2017 (“**HRERA Rules**”).

### **DECLARATION:**

I/We have fully read and understood the terms/conditions of Application Form and undertake to abide by such terms and conditions including any amendment made hereafter.

Date:

Place:

Yours Faithfully,

Signature of Applicant(s)

**DETAILS OF APPLICANT (s)**

**Note-** It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

**IN CASE OF INDIVIDUAL****First Applicant**

Mr./Mrs./M/s.			Affix Passport Sized Photograph
S/W/D of			
Correspondence address			
Date of Birth			
Date of Anniversary			
Nationality			
Permanent Address		Pin-Code	
E-mail Address		Pin-Code	
Business/Profession			
Contact No.		Alternate Contact No.	
Tel. No. Fax No.			
UID/Aadhar No.			
PAN.			

**DECLARATION:**

I/ We, the Applicant(s), hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/ We confirm that in case any of the information and details given by me/us in this Application Form or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment of the Unit, in pursuance thereof, if done and/or terminate/cancel the Agreement for Sale, if executed without any liabilities and penalties.

Date:

Place:

Signature

**Second Applicant (If Applicable)**

Mr./Mrs./M/s.			Affix Passport Sized Photograph
S/W/D of			
Correspondence address			
Date of Birth			
Date of Anniversary			
Nationality			
Permanent Address		Pin-Code	
E-mail Address		Pin-Code	
Business/Profession			
Contact No.		Alternate Contact No.	
Tel. No. Fax No.			
UID/Aadhar No.			
PAN.			

**DECLARATION:**

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Date:

Place:

Signature

**Third Applicant (If Applicable)**

Mr./Mrs./M/s.			Affix Passport Sized Photograph
S/W/D of			
Correspondence address			
Date of Birth			
Date of Anniversary			
Nationality			
Permanent Address		Pin-Code	
E-mail Address		Pin-Code	
Business/Profession			
Contact No.		Alternate Contact No.	
Tel. No. Fax No.			
UID/Aadhar No.			
PAN.			

**DECLARATION:**

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Date:

Place:

Signature:

**IN CASE OF COMPANY/PARTNERSHIP FIRM/LLP**

Name	
Date of Incorporation/Formation	
Registered Office Address	
Correspondence Address	
E-mail Address	
Contact No.	
Tel. No. Fax No.	
CIN/LLPIN	
PAN.	
Details of Authorized Representative	Name: Designation: Address: Email: Contact No.:

**DECLARATION:**

I/ We, the Applicant(s), hereby affirm and declare that the above particulars/information is/are true and correct, and nothing has been concealed therefrom. I/ We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment of the Unit, in pursuance thereof, if done and/or terminate/cancel the Agreement for Sale, if executed without any liabilities and penalties.

Date:

Place:

Signature of Applicant(s)

## **LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM:**

### **Resident of India**

- Copy of PAN Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id)
- Any other document/certificate as may be required by the Promoter

### **Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Office Address Proof

In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required

### **Company**

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company
- Proof of registered office address
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement for Sale on behalf of the Company
- Copy of Pan Card & Aadhar Card of Authorized Signatory
- List of Directors of the Company on Letter Head

### **Non-Resident Indian**

- Copy of Individual's Passport/ PIO Card/OCI Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account. of the Applicant.

## SCHEDULE I

### DETAILS OF THE UNIT

Project	
Address	
Unit No.	
Floor No.	
Tower/Block No.	
Carpet Area of the Unit	Sq. Ft. ____ / Sq. Mtr. ____ (approx..)(1 Sq. Mtr.=10.764 Sq. Ft.)
Details of Car Parking Space	

**Note:** The carpet area is subject to confirmation at the time of possession.

Date:

Place:

Signature of Applicant(s)

## SCHEDULE II

### PAYMENT DETAILS:

#### Total Sale Consideration

Total Sale Consideration of the Unit is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as on date. The said Total Sale Consideration is inclusive of the following:

Plot No. ____ Block No. _____ Area of the Plot (in square meter) _____	Rate of plot per square meter
Parking (if applicable) _____	
Total price (in rupees)	_____

Date:

Place:

Signature of Applicant(s)

## **SCHEDULE III**

### **SPECIFICATIONS**

## SCHEDULE IV

### Payment Plan Opted -

Earnest money which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. In case of Down Payment Plan

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking	10%				
2.	On BBA	40%				
3.	On Possession	50%				
	Total Payable					

**OR**

2. In case of Construction linked plan

Installment	Particulars	Percentage
1 <sup>st</sup>	At the time of Booking along and allotment letter	<10%
2 <sup>nd</sup>	On Signing of Agreement for Sale i.e. on commencement of construction	<10%
3 <sup>rd</sup>	On completion of sub- structure	7.5
4 <sup>th</sup>	On completion of super- structure	25
5 <sup>th</sup>	On completion of MEP	10
6 <sup>th</sup>	On completion of finishing	20
7 <sup>th</sup>	On completion of Internal development works	12.5
8 <sup>th</sup>	On Possession	5

**OR**

3. In case of Development linked installment plan

S. No	Stage of Payment	Percentage
1	At the time of Booking along and allotment letter	<10%
2	On Signing of Agreement for Sale i.e. on commencement of construction	<15%
3	On completion of sewer line, STP, storm water drainage and rain water harvesting and completion of water line and underground tank	25
4	On completion of electric sub-station, laying of cables and erection of street lights, renewable energy systems, security and firefighting services.	15

5	On completion of roads and pavements/parking	15
6	On completion of landscaping and development of parks and playgrounds, black top of internal road.	10
7	On Possession (Stamp duty, registration charges, miscellaneous expenses/fee etc.)	10

4. Any other plan duly approved by HARERA

Date:

Place:

Signature of Applicant(s)

- **Details to be paid attention to if making payment:**

Payment in favour of	Emperium Infrastructure Private Limited-Titan
Account Number	7777 0511 2120
IFSC Code	ICIC0007777
Bank & Branch	ICICI Bank Limited Sector-58, Gurgaon, Haryana - 122098
Branch Code	7777
MICR Code	

## **TERMS AND CONDITIONS OF THIS APPLICATION FORM:**

This Application Form is subject to the terms and conditions stated herein under and shall be binding on the Applicant(s), his/her/their legal representatives, successors, administrators, executors, assigns, etc. in respect of the Unit.

### **1. TERMS**

- 1.1 That the application form of above flat/plot/commercial unit/IT unit is subject to the detailed terms & conditions mentioned in the allotment and agreement for sale. Although there shall not be any variation in the terms and conditions.
- 1.2 Terms & conditions provided in 'agreement for sale' shall be final and binding on both parties.
- 1.3 The applicant shall not transfer/resale of this unit without prior consent of the promoter till the agreement for sale is registered.
- 1.4 Upon issuance of this allotment letter, the applicant shall be liable to pay the consideration value of the unit as shown in the payment plan as annexed.
- 1.5 The total price (as defined in the terms and conditions in agreement for sale) shall be payable on the date as specifically mentioned in the "payment plan" as annexed.
2. The Total Price includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the Plot/Unit/Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be) alongwith parking (if applicable) to the applicant(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:
3. Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the applicant to the promoter shall be increased/decreased based on such change/modification:
  - 3.1 That the carpet area, balcony area and verandah area of the unit are as per approved building plans. If there is any increase in the carpet area which is not more than 5% of the carpet area of the apartment allotted the promoter may demand that from the applicant as per next milestone of the payment plan. All the monetary adjustment shall be made at the same rate per sq. m as per agreement for sale.
  - 3.2 In case, the applicant fails to pay to the promoter as per the payment plan, then in such case, the applicant shall be liable to pay interest on the due date at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
  - 3.3 On offer of possession of the unit, the balance total unpaid amount shall be paid the applicant and thereafter you will execute the conveyance deed within 3 months as per provisions of Act/Rules.
  - 3.4 The stamp duty and registration charges will be payable by the applicant at the time of registering the conveyance deed with the Sub Registrar Office, Gurugram. No administrative charges shall be levied by the promoters.
  - 3.5 Interest as applicable on installment will be paid extra along with each installment.

## 2. MODE OF PAYMENT

- 2.1 In case the above terms & conditions are acceptable to you, then you are advised to submit your consent in writing in this office along with Rs. \_\_\_\_\_ towards 25% of the total cost of the unit, in this office through Cheque / Demand Draft/RTGS drawn in favour of 'Promoter Name' payable at \_\_\_\_\_ and sign the 'Agreement for Sale' within \_\_\_ days from the date of issue of this allotment letter .
- 2.2 All cheques/demand drafts must be drawn in favour of "Promoter Name".
- 2.3 Name and contact number of the applicant shall be written on the reverse of the cheque/demand draft.

**NOTE:** In case applicant think any of the condition so non reasonable, not reasonable, not suitable to him he expect any modification from the promoter

In case if the promoter does not modify the terms and conditions may approach the authority. The authority shall evaluate whether the request of the applicant is in consonances with the act

## 3. NOTICES

- a. All the notices shall be deemed to have been duly served if sent to the applicant by registered post at the address given by the applicant to us and email Id provided in the application form.
- b. You will inform us of any change in your address, telephone no., email ID for future correspondence.

## 5. CANCELLATION BY APPLICANT

If the applicant fails in submission of consent or seeks cancellation/withdrawal from the project without any fault of the promoter or fails in payment of required additional amount towards total cost of flat and signing of 'agreement for sale' within given time, then the promoter is entitled to forfeit the 10 % of application money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the applicant to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the applicant shall be returned within ninety days of such cancellation.

## 6. COMPENSATION

Compensation shall be payable by the promoter to the applicant as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/Rules.

## 7. SIGNING OF AGREEMENT FOR SALE

- a. The promoter and applicant will sign "agreement for sale" within \_\_\_ days of allotment of this unit.
- b. That you are required to be present in person in the office of \_\_\_\_\_, on any working day during office hours to sign the '**agreement for sale**' within \_\_\_ days.
- c. All the terms and conditions mentioned in the draft agreement for sale as notified in pursuance of section \_\_\_\_\_ of the Haryana real estate (regulation and development) by government of Haryana vide \_\_\_\_\_ date \_\_\_\_\_.

## 8. CONVEYANCE OF THE SAID UNIT

The promoter on receipt of total price of unit for residential/commercial/industrial/IT colony along with parking (if applicable), will execute a conveyance deed in favour of applicant(s) within three months and no administrative charges will be charged from the applicant except stamp duty.

**DECLARATION:**

I/We have fully read and understood the terms/conditions of Application Form and undertake to abide by such terms and conditions including any amendment made hereafter. I/We further declare that the details/information provided by me/us in the Application Form are true to the best of my knowledge and nothing has been concealed, if the Promoter discovers that the Applicant(s) have provided false and untrue information then the Promoter at its sole discretion may cancel the allotment of the Unit and initiate appropriate legal action at my/our costs, risks, and consequences.

Date:

Place:

Signature of Applicant(s)