

APPLICATION FORM

PHOTO

To,
Carnation Developers Pvt. Ltd.

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Dear Sir,

I/We request that I/We may be allotted a..... complex as per the Company's terms and condition, which I/We have read and understood and shall abide by the same as stipulated by your company.

I/We agree to sign and execute, as and when desired by the Company, the Buyer's Agreement on the Company's standard format.

I/We remit herewith a sum of Rs..... (Rupees.....
.....only) by Bank Draft/Cheque No..... Date

Drawn on..... (Bank & Branch) as part of earnest money.

SOLE OR FIRST APPLICANT

Name : Mr/Mrs/Ms.....

S/W/D of

Permanent Address.....

.....

Phone No..... Fax.....

Correspondence Address.....

Phone No. (H)..... (O)..... Fax.....

Email ID Date of Birth.....

Marital Status

- ☐ Single
- ☐ Married

If married, No of Children.....

Residential Status

- ☐ Resident
- ☐ Non-Resident
- ☐ Foreign National of Indian Origin

Nationality

INDIAN

- ☐ Yes
- ☐ No

Occupation.....

Income Tax Permanent A/c No.....

SECOND APPLICANT

Name : Mr/Mrs/Ms.....

S/W/D of

Permanent Address.....

Phone No. (H)..... (O)..... Fax

Email ID Date of Birth.....

Marital Status☐ Single☐ Married

If married, No. of Children.....

Residential Status☐ Residential☐ Non-Resident☐ Foreign National of Indian Origin**Nationality**

INDIAN

☐ Yes☐ No

Occupation

Income Tax Permanent A/c No.

Relationship with the application.....

Details of Flat / Shop

Type.....

Shop / Showroom / Office / Studio Apartment No.....

Area

I. Super Built-up

II. Lawn Area

Floor**Payment Plan**☐ Plan 'A'☐ Plan 'B'

I/We, the above applicant (s), do hereby declare the above mentioned particulars/ informations given by me /us are true and correct to the best of my / our knowledge & belief.

1 Witness

Signature.....

Name

Address.....

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2 Witness

Signature.....

Name.....

Address.....

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Date

Place..... Signature of First Applicant Signature of Second Applicant

NOTE:

1. All Cheque/Draft to be made in favour of **M/s Carnation Developers Pvt. Ltd.** and payable at Bhiwadi.
2. Outstation cheques shall not be accepted.
3. In case the applicant is minor, attested copy of Birth certificate has to be produced in support of age.

TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL / COMMERCIAL UNIT

1. The allottee has applied for the allotment of the residential/commercial unit shop, Showroom, Office and Studio Apartment with knowledge and subject to all the laws, notifications and rules applicable to this area, and this project which have been explained by the developer and understood by him.
2. The allottee has fully satisfied himself about the interest and title of the developer in the said land and understands all limitations and obligations in respect of it, and there are no objections by the intending allottee in this respect.
3. The applicant has accepted the plans, designs, specification of the project and hereby agree that the developer may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit, or as may be done by any competent authority and the intending allottee hereby gives consent for such variations/addition/alteration/deletion and modifications and the developer shall be entitled to do so without any objection or claim from the allottee.
4. The allotment shall be deemed to be final and binding upon the developer only upon the payment of entire consideration by the allottee in respect of the residential/ Commercial Shop, Showroom, Office and Studio Apartment/shop allotted to it and till such time the developer reserves it rights to terminate this allotment without assigning any reason thereof.
5. The developer may on its own provide additional improved specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for the reason of overall betterment of the complex/individual unit(s). The same shall be binding on the allottee and the proportionate cost of such changes shall be borne by the allottee.
6. The developer shall have the right to effect suitable and necessary alterations in the layout plan, if deemed necessary, which may involve all or any of the changes, namely change in the position of apartment, change in its number, dimensions height, size, area layout or change of the entire scheme.
7. The intending allottee is entitle to get the name of his nominee substituted in his place with the prior approval of the developer, which may in its sole discretion permit the same on such conditions as it may deem fit.
8. The intending allottee agrees that he shall pay the price of the residential/commercial unit shop, Showroom, Office and Studio Apartment unit/shop and other deposits & charges on the basis of Super Built-up Area, i.e. the covered area of his Apartment/Commercial unit/shop and also pro-rata share of the common areas of the building and ancillary buildings. If there is any increase/decrease in the super built-up area the difference in consideration arising out of such increase/decrease shall be adjusted accordingly.
9. The intending allottee agrees to execute the Standard Sale/Sub-Lease Agreement when called upon to do so by the developer.
10. On the intending allottee:
 - i) Not clearing all his dues along with interest @ 18% per annum for first 30 days and, thereafter, if default persist, interest 24% per annum compounded monthly within 60 days from the date the said amount became payable; and/or.
 - ii) Committing breach of any of the terms and condition herein contained.The developer shall be entitled at its own option to cancel and terminate this agreement. On cancellation, all right, title or interest of the intending allottee over the said unit shall stand extinguished and the intending allottee shall have no further right, title or interest over the said unit and the developer shall also be entitled to liquidate damages amounting to 10% of the total cost of the unit and overdue interest from the intending allottee. The developer after making such appropriation shall refund the balance amount to the intending allottee as the aforesaid deduction is deemed just, proper and reasonable by both parties.
11. In case the intending allottee gives a written notice to surrender the allotment, the developer shall cancel the allotment and after deducting 10% of the cost of flat, after deducting the dues along with service tax and interest, if any, payable at the time of cancellation, refund the balance amount to the intending allottee within 120 days from the date of such cancellation. However, the intending allottee shall be entitled to exercise this option within a period of six months from the date of this allotment in respect of the said residential/commercial unit/shops, where after this clause shall automatically be deemed to have become inoperative and un-enforceable.
12. In case the intending allottee sale his/her rights to any other party and apply for the transfer of the unit in favor of the purchaser party, the developer will charge Rs. 25000/- (In words Rupees Twenty Five Thousand only) as transfer fee till offer for the possession and after possession developer will charge Rs.25000/- (Rupees Twenty Five Thousand only) or 1% of the prevailing D.L.C. rate whichever is higher at the time of subsequent transfer.

1. Witness

Signature

Name

Address.....

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2. Witness

Signature

Name

Address.....

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Date

Place

Signature of First Applicant

Signature of Second Applicant

- 13 In case the allottee wants to avail of loan facility from his employer or financing institutions to facilitate the purchase of the unit applied for, the conditions of loan agreement shall exclusively be binding and applicable upon the allottee only.
 - a) The terms of the financing institutions shall exclusively be binding and applicable upon the allottee only.
 - b) The responsibility of getting the loan sanctioned and disbursed, as per developer's payment schedule shall rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer, as per schedule, shall be ensured by the allottee.
- 14 The Sale/Lease Deed or any other document conveying the said Residential/Commercial unit/shop shall be executed and got registered in favor of the intending allottee within the reasonable time after the premises have finally constructed at the site and after receipt from him of full sale price and other connected and incidental charges. The charges/cost towards preparation of Lease/Sub-lease Deed, conveyance or conveyances, transfer deeds and any other document or documents required to be executed by the developer subject to maximum of Rs.10000/- (Rupees Ten Thousand only), shall be borne by the intending allottee. Further, the stamp duty, registration charges and other charges if any, applicable at the time of registration in respect of the said unit shall be borne and paid by the allottee and that the developer shall not be liable to contribute anything towards such expenses so that the registration in respect of the allotted unit can be done with the concerned Registrar/Sub-registrar as per prevailing Law of the Government of Rajasthan.
- 15 On execution of the Sub Lease deed in favour of the allottee, the allottee, as Lessee will be bound by the terms of the Original lease deed executed by the developer.
- 16 All taxes or charges, present or future, on land or building levied by the statutory authority, from the date of this agreement including the urban Assessment /Ground rent payable to the authority shall be borne and paid proportionately by the allottee. Free hold conversion charges, if any will also be borne and paid by allottee proportionately.
- 17 The intending allottee shall get his complete address registration with the developer at the time of booking and it shall be his responsibility to inform the developers by registered A/D letter about all subsequent changes, if any in his address, failing which all demand notice and letters posted at the first registered address will be deemed to have been received by him and the intending allottee shall be responsible for any default in payment and other consequences that might occur there from.
- 18 The transfer / assignment of the residential/Commercial unit/shops shall not be effective unless approved by the developer in writing subject to payment of fee/charges towards administrative or other expenses and may be levied by the developer.
- 19 The applicant agrees that the development of the project is subject to FORCE MAJEURE clause. Construction of the flat is likely to be completed within a period of Thirty Six (36) months of commencement of construction of the particular Tower in which the flat is located with a grace period of Six (6) months, on receipt of sanction of building plans and all other requisite approvals for construction subject to force majeure including any restraints/restrictions from any authorities, non-availability of building materials or disputes with contractors/work force and circumstances beyond the control of the developer. No claim by way of damages/compensation shall lie against the developer in case of delay in handing over possession on account of the said reasons.
- 20 The developer on completion of construction shall issue a final call notice to the buyer who shall remit all the outstanding dues within 30 days thereof and take possession of the flat and also execute transfer deed in respect of the flat. However, if the developer fails to deliver the unit within 6 month from the original schedule of delivery for reason other than mentioned above, the developer shall consider allotting alternative available residential/commercial units/shops or refund the amount already deposited with simple interest @ 8%p.a. from the date of deposit..
- 21 **THE TIMELY PAYMENT IS THE ESSENCE OF THE CONTRACT.NO CLAIM SHALL LIE AGAINST THE DEVELOPER IN CASE THERE ARE DELAY IN PAYMENT AS PER ORIGINAL PAYMENT SCHEDULE.**
- 22 The intending allottee has understood that the development & completion of the whole project may be done in phases and this may cause inconvenience to the resident of earlier phases and he shall not have any objection to the same.
- 23 The premises are to be maintained by maintenance agency nominated or appointed by the developer. The allottee to enter into a Standard Maintenance Agreement with the maintenance agency and to pay the maintenance bills/demands properly and regularly.
- 24 In case of NRI/Foreign National buyers, the observation of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
- 25 The allottee shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the developer.
- 26 That in case any security or deposit or charges as demanded by the Electricity Distribution Company, Municipal Authorities or any other local authority including in the nature of or in the name of external development charges, lease rent, service tax, charges towards supply of electricity, water or any other facility or amenity, the allottee shall contribute proportionately towards such security or deposit or charges as shall be determined by the developer.
- 27 That the Court having original jurisdiction in the Tehsil of Tijara / Alwar alone shall have the jurisdiction in all matters relating to or arising out of this transaction.

1. Witness

Signature

Name

Address.....

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2. Witness

Signature

Name

Address.....

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Date.....

Place.....

Signature of First Applicant

Signature of Second Applicant