

Application Form

Applicant(s) Name :

Areasq. mtrs.

..... sq. yards.



Application Form

CHD Developers Limited
SF-16-17, 1st Floor,
Madame Bhikaji Cama Bhawan,
11, Bhikaji Cama Place,
New Delhi-110066

Date :

Sirs,

I/We request that I/We may be provisionally allotted a Residential Plot in your CHD City, Sector 45, Karnal (Haryana).

I/We remit herewith a sum of Rs. _____ (Rupees _____
_____ only) by Cash / Bank Draft/Cheque No _____ dated _____
drawn on _____ as booking amount.

In the event of the company agreeing to provisionally allot a Plot, I/We agree to pay further Installments of sales price and all other dues as stipulated in this application and the Plot Buyers Agreement and the Payment Plan as explained to me by the company and understood by me.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of a Plot notwithstanding the fact that the company may have issued a receipt in acknowledge of the money tendered with this application. It is only after I/We sign and execute the Plot Buyers 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 Plot Buyers Agreement within thirty days (30) from the date of its despatch by the company then this application shall be treated as cancelled and the earnest money paid by me/us shall stand forfeited.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Plot Buyer's Agreement.

My/our particulars are given below for your reference and record :

<p>1. SOLE OR FIRST APPLICANT Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ years Profession _____ Service _____ Residential Status : Resident/Non-Resident/Foreign National of Indian Origin _____ Income Tax Permanent Account No. _____ Ward/Circle/Special range and place where assessed to income tax _____ Mailing Address _____ Pin : _____ Tel. _____ Fax _____ Mobile _____ E-mail _____ Office Name & Address _____ Pin. _____ Tel. _____ Fax _____ E-mail _____</p>	<p>Please affix your photograph here</p>
<p>2. SECOND APPLICANT Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ years Profession _____ Service _____ Residential Status : Resident/Non-Resident/Foreign National of Indian Origin _____ Income Tax Permanent Account No. _____ Ward/Circle/Special range and place where assessed to income tax _____ Mailing Address _____ Pin : _____ Tel. _____ Fax _____ Mobile _____ E-mail _____ Office Name & Address _____ Pin : _____ Tel. No. _____ Fax No. _____ E-mail _____</p>	<p>Please affix your photograph here</p>

3. In case of registration by the companies, memorandum of association and resolution is required.

4. DETAILS OF PLOT REQUIRED/APPLIED FOR

Plot No. _____ Block _____
Area _____ sq.mtr. (approx.) _____ sq.yds.(approx.)

5. PAYMENT PLAN: DOWN PAYMENT/INSTALMENT (Tick (✓) whichever is applicable)

6. DECLARATION :

I/We the applicant (s) do hereby declare that my/our application for allotment by the company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom.

Date _____

Yours faithfully,

Place _____

Signature of applicant(s)

----- FOR OFFICE USE ONLY -----

RECEIVING OFFICER : Name _____ Signature _____

1. APPLICATION ACCEPTED / REJECTED

2. Plot No. _____ Block _____
Area _____ sq.mtr. (approx.) _____ sq.yds.(approx.)

3. Basic Sale Price	:	Rs. _____ per sq.mtr.	Rs. _____ per sq.yds.
Preferential location charges	:	Rs. _____ per sq.mtr.	Rs. _____ per sq.yds.
External Development Charges	:	Rs. _____ per sq.mtr.	Rs. _____ per sq.yds.
Infrastructure Development Charges	:	Rs. _____ per sq.mtr.	Rs. _____ per sq.yds.
Other Charges	:	Rs. _____ per sq.mtr.	Rs. _____ per sq.yds.
Price payable for the Plot	:	Rs. _____	

Note:

- Interest free maintenance security @ Rs _____ per sq.yds. of the area shall be paid extra.
- Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the applicant.

4. PAYMENT PLAN : DOWN PAYMENT/INSTALLMENT (Tick (✓) whichever is applicable)

5. Payment received vide chq./DD/ _____ No. _____ dtd. _____ for Rs _____

6. Receipt no. _____ dated _____

7. BOOKING : DIRECT/BROKER

8. Broker's Name & Address, Stamp: _____

9. REMARKS : _____

DATE : _____

AUTHORISED SIGNATORY _____

Place : _____

Terms and Conditions

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Plot Buyers Agreement which upon execution shall supersede the terms and conditions set out in this application and from now onwards the applicant shall be deemed to be the Intending Allottee of the Company.

1. The intending allottee(s) has applied for provisional allotment of a residential Plot with full knowledge of all the laws/notifications and rules applicable to this area in general and plotted area in particular, which have been explained by the Company and understood by him/her in their own language.
2. The intending allottee (s) has satisfied himself/herself about the interest and title of the Company in the land on which the said Plots are being developed and has understood all limitations and obligations in respect thereof. The intending allottee(s) agree(s) that there will not be any further investigation or objection by him/her in this respect.
3. The Government has determined the amount of External Development Charges and Infrastructural Development Charges on gross area basis of the Colony, which shall be charged extra on pro-rata basis.
 - a. The intending allottee agrees to pay to the company any increase in the external development charges or infrastructural development charges or any other charges levied by the Haryana Government as and when demanded by the company. In addition, the intending allottee also agrees to pay Govt. rates, cesses, charges, wealth tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, on land and/or building(s), as the case may be from the date of this application in proportion to the area of the Plot prior to the execution of the sale deed.
 - b. Cost of Electric Sub-station is not included in the aforesaid price and shall be payable by the allottee in addition to price of the Plot as and when demanded by the Company. The allottee shall reimburse to the company such sum as may be demanded by the company for making arrangements for providing sewer and water connections from the mains laid along the road serving the Plot.
4. The company and the intending allottee hereby agree that the earnest money for the purpose of this application and Plot Buyers Agreement shall be 10% of the basic cost of the plot in case of non-fulfilment of the terms and conditions herein contained and those of the Plot Buyers Agreement as also in the event of failure by the intending allottee to sign and return to the company the Plot Buyers Agreement within thirty (30) days from the date of its dispatch by the company.
5.
 - (i) The intending allottee has seen and accepted the plans, layout, scheme, specifications which are tentative and the intending allottee authorizes the company to effect suitable and necessary alterations/modifications in the layout plan, designs and as the company may deem fit or as directed by any competent authority. The decision of the company shall be final & binding on the intending allottee. This may involve or any of the changes namely, change in location, position of the plot(s), changes in number or change in its dimension or change in look or boundary area. If there is any increase/decrease in the area, the price shall stand increased/decreased proportionately, on the company rates prevailing at the relevant time, prior to registration of the sale deed.
 - (ii) 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 due to force major conditions, the Company after provisional and/or final allotment, is unable to deliver the Plot to the intending allottee for his/her occupation and use, the intending allottee agrees that the company shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
6. The Company shall hand over the Plot to the intending allottee for his/her occupation and use and subject to the intending allottee having complied with all the terms and conditions of the Plot Buyers Agreement. In the event of his/her failure to take over and/or occupy and use the Plot provisional and/or finally allotted within thirty (30) days from the date of intimation in writing by the company, then the same shall lie at his/her risk and cost and the intending allottee shall be liable to pay to the company holding charges @ Rs.10/- per sq.yd. of the area per month for the entire period of such delay. If the company fails to allot the plot within 30 months from the date of execution of Plot Buyers Agreement as aforesaid then the company shall pay to the intending allottee compensation @ Rs.10/- per sq.yd. of the area per month for the period of such delay. The adjustment of holding charges or compensation shall be done at the time of conveyancing of the Plot and not earlier. The holding charges shall be a distinct charge in addition to maintenance charges, and not related to any other charges as provided in this application and Plot Buyers Agreement.
7. The maintenance charges and security deposits of maintenance shall be paid extra, as may be determined by the company. The intending allottee will execute a separate maintenance agreement.
8. It shall be incumbent on the intending allottee to comply with the terms of payment and/or other terms and conditions of the Plot Buyers Agreement failing which he/she shall forfeit to the company the entire amount of earnest money, processing fee, interest on delayed payment etc. and the allotment/Plot Buyers Agreement shall stand cancelled and the intending allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the plot. The company shall thereafter be free to resell and/or deal with the said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee, interest on delayed payment etc. would be refunded to the intending allottee by the company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The company shall have the first lien and charge on the said premises / plot for all its dues payable by the intending allottee to the company.

Without prejudice to the company's aforesaid rights, the company may at its sole discretion waive the breach by the intending allottee in not making payments as per the payment plan but on the condition that the intending allottee shall pay to the company interest which shall be charged for the first ninety days from the due date @ 14% per annum and for all periods exceeding first ninety days @ 24% per annum.

9. 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 charges as the company may impose. The intending allottee shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such nominations.
10. The intending allottee shall inform the company in writing any change in the mailing address mentioned in this application falling which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the intending allottee. In case of joint allottees, all communications shall be sent to the first named allottee in the application.
11. The Delhi High Court and the Courts subordinate to it alone shall have exclusive Jurisdiction in all matters arising out of/touching and/or concerning this transaction.

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 with the terms and conditions as comprehensively set out in the Plot Buyers Agreement which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Plot Buyers Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Plot Buyers Agreement. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representation made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the term and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date : _____

Place : _____

SIGNATURES OF THE INTENDING ALLOTTEE(S)