# APPLICATION FORM



# Emerald Greens

Applicant's Name

Address \_\_\_\_\_



#### To, **Reindia Property Management Pvt. Ltd.** C-58, IInd Floor, Sector-65, NOIDA- 201301(U.P)

Application Date:DDMMYYY

Dear Sir(s),

I/We request that I/We may be provisionally allotted a Flat in the Group Housing Project "Emerald Greens" (hereinafter referred to as the Group Housing Project) coming up in Siliguri (West Bengal).

In the event of, Reindia Property Management Pvt. Ltd. (hereinafter referred to as the Company) agreeing to allot a Flat, I/We agree to pay down payment/ further installments of the sale price and the other charges/dues as stipulated in the payment plan of the Company, which have been explained to me/us by the Company and have been read and understood by me/us.

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 the Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the 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.

Dated	Drawn on	Amount (in ₹)
	Dated	Dated Drawn on

All Demand Drafts and Cheques to be made in favour of "Emerald Greens" Payable at Siliguri, West Bengal/Ghaziabad. Outstation Cheques shall be subject to additional service charges.

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 money as laid down herein and I/We further agree to sign agreement as and when desired by the company.

My/Our particulars as mentioned on the next page may be recorded for reference and communication:-

Sole/ First Applicant's signature

Second Applicant's signature

\_\_\_\_\_ www.reindia.in

### Sole/ First Applicant (all the communication shall be made to me i.e. first applicant only)

	First N	ame		Middle Name
Mr. /Mrs. /Ms.				
			Last Name	
S/W/D of Mr.				
Permanent Address:				
			City	
			City	
State				PIN Code
Correspondence Addres	ss :			
P				
			City	
State				PIN Code
State				PIN Code
Tel. No.(O)			Tel.No.(R)	
Mobile No.			Fax No.	
E mail ID				
E-mail ID				
PAN No.			Ward/ Circle	
Date of Birth		Y Y Pro	ofession/Business	
Residential Status	Indian	NRI	Foreign National of	of Indian Origin
Gender	Male	Female		

Thumb Impression

(Photograph of Sole/ First Applicant)

Sole/ First Applicant's signature

∠ www.reindia.in

### Second Applicant

				First Na	ame				Middle Name
Mr. /M	Irs. /Ms.								
						Last N	ame		
S/W/D	of Mr.								
Perma	nent Address	:							
							City	/	
State								Р	'IN Code
Corres	pondence Ad	ldress	:						
							City	/	
State								Р	'IN Code
Tel. N	0.(0)					Tel.I	No.(R)		
Mobile	e No.					F	ax No.		
E-mail	ID								
PAN N	lo.					War	rd/ Circle		
Date of	f Birth					Profession	Business		
Reside	ntial Status		Indian		NRI	Foreign	n Nationa	1 of 1	Indian Origin
Gende	r		Male		Female				
	Thumb	Impres	ssion						(Photograph of Second
									Applicant)

Sole/ First Applicant's signature

Second Applicant's signature

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#### DETAILS OF FLAT.

Flat No	Tower:	Wing:
Basic Price@	Per Sq.ft.	Flat Area Sq.fts.
PAYMENT PLAN OPTED:	Construction Link	Down Payment Any Other

#### SUMMERY OF DUES (In Rs.)

i. Basic Sale Price:	
ii. Preferential Location Charges (if any)	
iii.External Electrification Charges	
iv. Fire Fighting Charges	
v. Utility Connection Charges	
vi .Club Membership Registration Charges	
vii.Interest Free Maintenance Security Charges	
viii.Sinking Fund	
ix Car Parking	
x.EDC/IDC Charges (If Applicable)	
xi. Power Backup Charges	
Total Sale Consideration	

#### Note:

Stamp duty, registration fee and other expenses incidental to registration of documents and other statutory charges shall be borne by the applicant(s)/purchaser. External development charges and Infrastructure development charges if applicable, to be paid by the applicant(s)/purchaser on possession as per Government norms.

#### Declaration

I/We the above applicant(s)/purchaser do hereby declare that my/our application for allotment of the Flat by the company is Irrevocable and that the above particulars/information given by me/us is true and correct and nothing has been concealed there from.

Sole/ First A	applicant's s	ignature	-				S	Second	Applica	nt's sigr	ature	
Details of Broker:												
Mr. /Mrs. /Ms. :												
Mailing Address:												
					City :							
State						Pin Code:						
Tel. No.(O)				Мо	bile No.							
							-	S	tamp &	Signatu	re	_

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## **Indicative Terms and Conditions**

I/we further agree to the following terms & conditions indicative to us, as will be comprehensively set out in Buyer's Agreement which upon execution shall supersede the terms & conditions set out herein below, applicable to this application for provisional booking/allotment.

That I/we have made this application for booking of a Flat/unit with full knowledge of the subject to all the laws/notifications and rules applicable to this area in general and this project in particular, which have been explained by Company and understood by me/us.

That the application for allotment, made on the name of any organization, will be accepted only after furnishing copy of partnership deed/memorandum of association, registration certificate with value added tax/service tax/excise/customs department and/or any other documents(s) as asked by the Company.

Title: That I/we have satisfied myself/ourselves about the arrangement/title/interest/rights /interest of the Company in the land parcels on which the said project/township is being developed/ constructed, and have understood all limitations and obligations in respect thereof and I/we agree that there will not be any further investigations or objections by me/us in this respect.

#### Allotment:

a. The allotment shall be on first come first served basis and subject to availability of the Flat.

b. The applicant(s) shall be required to fill up the application form and pay the registration/ booking money at the time of booking. The final allotment shall be entirely at the discretion of the Company, which has the right to reject any application without any reason whatsoever. The Allotment shall be confirmed after receiving 25% of the Basic Sale price.

c. If for any reason the Company is not in a position to allot the Flat applied for, the Company shall be responsible to consider for an alternate Flat and in case of failure to do so, the Company shall be liable only to refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.

d. In case of Joint Application the applicant(s)/Purchaser declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Purchaser shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly. e. In case of NRI Purchaser or foreign national of Indian Origin, the provision of F.E.M.A/R.B.I guidelines and any other law, as may be prevailing shall be applicable.

#### Consideration:

a. The Applicant (s) shall pay the Basic Price and other charges on the basis of "Super Built up Area" referred to as Saleable Area which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services (or where applicable, the proportionate part thereof) viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors,lobbies and refuge areas. **b.** That the Company reserves full rights to cancel the application/allotment if the future payments are delayed by two months or more from its due date or dishonor of Cheque/DD/Pay order. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the Company after adjustment of interest on delayed

payments, if any due from me/us.

Preferential Location Charges (PLC): The applicant(s) agrees that the Preferential Location Charges (PLC) shall be charged for preferential location as described by the company and shall be payable additionally in the manner and within the time as stated in the payment plan. However, the applicant(s) confirms that if due to any change in the layout plan, the said Flat ceases to be in a preferential location, the company shall be liable to refund only the amount of PLC paid by the Applicant(s) and such be adjusted in the last installment as stated in the payment plan. The applicant(s) further agrees that in the event, due to any change in the layout plan if the Flat becomes preferentially located, then the applicant(s) shall be liable to pay additional Preferential Location Charges as stated in the payment plan.

Club Membership & Car Parking : The Applicant(s) agrees to pay ₹25,000/- towards membership of the club facility to be provided in the said Group Housing as one time registration charges. And ₹1,00,000/as Reserved Car Parking charges stilt/open (Subject to availability) payable only one time. Club membership & Car Parking are mandatory.

#### **External Development Charges:**

The External Development Charges (EDC) and other outgoings, are not included in the basic sale price of the plot and shall be paid (if applicable) as per the actual rates provided by the West Bengal Government. In case any upward revision thereof by the Govt. Authorities in future, the same shall also be payable by the applicant(s)/Purchaser without any delay or demur, as and when demanded by the company.

#### **Internal Development Charges:**

The Applicant(s) agrees that the basic cost of the Flat covers the actual land cost of the Flat. However, the cost of development of internal services such as, electrification, laying of sewer & water lines within the peripheral limits of the Group Housing is not included in the basic cost of the Flat and hence shall be payable by the Applicant(s) in addition to basic cost of the Flat. The Applicant(s) shall also be required to pay to the Company an amount as may be determined by the Promoter at the time of providing necessary connection to make arrangement to provide for electrification, sewer and water connection from the mains to the said Flat.

#### Maintenance:

The Applicant(s) agrees to sign a Maintenance Agreement with the Company or Nominated agency for the smooth operation and management of the common services and proper upkeep and maintenance of the common areas & facilities provided by the Company for the common use & enjoyment of residents, post completion of the Group Housing. The scope of maintenance shall broadly include cleanlines of Compound, maintenance of landscapes & green areas, maintenance & repair of lights, water supply system, housekeeping, garbage disposal and general watch and ward within the Group Housing Area and operation and maintenance of generators/power back-up if any, agreed to be provided by the Company. The Company shall provide above mentioned maintenance services only on payment of maintenance charges and shall require residents to deposite 12,000/- as interest free maintenance security with the Company.

#### Taxes, Levies and Conveyance:

a. All taxes, whether levied or to be levied in future on the land shall henceforth be borne by the Applicant(s)/Purchaser.
b. That upon receipt of full sale price and/ or other dues and charges, the Company shall execute a registered sale deed/ transfer deed and or other documents/instruments, within the reasonable time, so as to transfer the title of the said unit in favour of the applicant(s). The Applicant(s) shall pay, as and when demanded by the company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the aforesaid instruments in respect of the said unit.

Escalation: The prices are escalation free. However, any unforeseen statutory Govt. Taxes if levied after the date of booking shall be charged as per actual.

Sole/ First Applicant's signature

#### Documents:

That upon acceptance of the application, the applicant(s) agree to furnish all documents, photographs(s), copy of PAN card and any other documents(s) as required by the Company, and sign the "Buyer's Agreement" in the Company's prescribed format, within 30 days from the date of intimation for signing the Buyer's Agreement, failing which the Company shall have every right to cancel the allotment and forfeit the earnest money which is 10% of the total basic sale price and interest charges on late payment (if any) and allot/sell the said Flat to anyone else or to use it for any purpose it may deem appraise.

#### Substitution of name:

The Applicant(s) shall not sell, transfer, assign or part with his/her/their/its right, title, or interest, in the said allotment or any portion thereof until 25% of the Basic Sales Price payable to the Company is paid. The Applicant(s) is/are, however entitled to get the name of his/her/their/its assigne(s) substituted in his/her/their/its place with the prior approval of the Company who may at its sole discretion permit the same on such terms and conditions and charges as it may deem fit. The Applicant(s) shall pay to the Company transfer charges as applicable in respect of such substitutions or nominations.

#### Time is Essence:

Time is Essence: a. That timely payment of installments/ balance sale consideration/ security deposits/ charges shall be of essence in respect of this application. This application does not constitute an agreement to sell. It shall be incumbent on the applicant(s)/purchaser or its nominee to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application Form. In case the installments are delayed, the applicant(s) shall pay interest on delayed payments @24% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment. Even then, if the applicant(s)/purchaser fails to pay the installment along with interest within 60 days from the due date, the Company shall forfeit 10% of the total basic sale price (BSP) and interest charges on late payment (if any) and the allotment shall stand cancelled and he/she/they shall have no lien/charge/interest/right on the said Flat. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the applicant(s)/purchaser.

**b.** In case the applicant(s)/purchaser adopts down payment plan to avail the down payment discount, the applicant(s)/purchaser or its nominee shall be eligible for down payment discount only if he/they pay the entire due amount as stated in the payment plan. If the applicant(s) fails to pay the due amount, then it becomes sole discretion of the Company either to waive off the down payment discount or condone the delay by charging interest @24% per annum compounded quarterly for the delayed period.

#### Correspondence:

All communications shall be sent by the Company to the Purchaser at the mailing address given by him which shall be deemed as served duly. The address provided shall be final unless any change is intimated under Registered AD Post. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Purchaser and the Purchaser shall be responsible for any default in payment and other consequences that might occur.

Note : The Company is not obliged to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or the Allotment Letter and the Applicant(s) is required to comply with all his/their obligations on his/their own.

#### Possession:

That the possession of the said unit is proposed to be delivered by the Company to the purchaser within 36 Months from the date of Agreement of the particular Flat in which the booking is made, subject to timely payment by the applicant(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her/ them or as demanded by the Company and subject to force-majeure clause.

Subject to the terms as stated in clause herein above, in the event the Company fails to deliver the possession of the Flat to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyer's Agreement, then the Company shall pay to the Applicant(s), compensation at the rate of  $\overline{20}$ -per Sq.ft. of the Flat area per year for the period of default, subject to Applicant(s) having fulfilled his/her part of the obligations as per the terms of provisional allotment/Buyer's Agreement.

#### **Cancellation of Booking:**

In case the applicant(s)/Purchaser at any time desire for cancellation of intending allotment, it may be agreed but in such case 10% of the Basic sale price and interest charges on late payment (if any) shall be forfeited & balance amount if any shall be refunded without any interest thereon. The Applicant(s)/Purchaser shall be left with no right, no title, of whatsoever nature on the said allotment. However in exceptional cases company may at its sole discretion refund the booking amount after deducting the marketing and administrative charges.

#### Force Majeure:

That the development & construction of the said Group Housing project is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt/Public or other competent authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

#### Lav out Plans:

That it is made clear to the applicant(s) that the Company has right to effect suitable and necessary alterations/revision in the plans, layout plans, specifications, as and when required, which may involve all or any of the changes, such as change in the position of the Flat, increase/decrease in size of the original area, change in direction of the Flat, change in its number as described in brochure/leaflets/specification sheets etc. at any time without any prior notice or information as directed by competent authority or architect at any time after the Group Housing plans for the project are sanctioned and till the grant of occupation certificate. If there is any increase/decrease in the area, revised price will be applicable on the original rate at which the applicant(s) /Purchaser booked the Flat.

That I/we hereby authorize and permit the Company to raise finance/loan from any financial institution/bank by way or mortgage/charge/securitization of my/our respective unit or the receivables, if any accruing or likely accrue there from, subject to the unit being made free of any encumbrances at the time of execution of sale deed in favor of me/us or my/or nominee. The Company/Financial institution / bank shall always have the first lien/ charge on the said unit for all its dues and other some payable by me/us/or in respect of the loan granted for the purpose of the construction of the said Group Housing. In case, I/we opted for long term payment plan arrangement with any financial intuitions/banks the conveyance of the unit in favor of me/us executed only upon the Company receiving no objection certificat from such financial institution/banks. That Company retains full right of final allotment, change/allot alternate Flat in case the "Company" is not in a position to allot the Flat unit applied for, and in case of failure to do so refund the amount deposited without any interest, and the Company shall not be liable for payment of any compensation on this account whatsoever.

That the plans shown in the brochure are not drawn to scale and are included only for the purpose of identification. The measurements shown in the plans are indicative and may vary.

#### Arbitration/Jurisdiction:

All or any dispute out of or touching upon or in relation to the terms of this application or buyer's agreement, including the interpretation and validity thereof and the respective rights obligations of the Parties shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held in Siliguri by a sole Arbitrator who shall be the Company Secretary. The applicant(s) hereby confirm that he/them shall have no objection to this appointment. Any dispute can be referred to court in any circumstances only after getting the verdict of the arbitrator; the court at Siliguri, West Bengal alone shall have jurisdiction in all matters /disputes arising out of or touching and /or concerning this transaction.

DECLARATION: I/we have fully read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them. 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 agreement which shall be supersede the terms and conditions set out in this application.

Sole/ First Applicant's signature

Second Applicant's signature

Rate	:₹ per sq.ft
Construction Linked Plan	
Booking Amount	: 15% of BSP
First Installment (Within 30 Days)	: 10 % of BSP
Second Installment on completion of Foundation work	: 15 % of BSP
Third Installment on completion of 1st Floor Casting	: 10 % of BSP
Fourth Installment on completion of 2nd Floor Casting	: 15 % of BSP
Fifth Installment on completion of 3rd Floor Casting	: 10 % of BSP
Sixth Installment on completion of 4th Floor Casting	: 10 % of BSP
Seventh Installment on completion of 5th floor Casting	: 10% of BSP
Eighth Installment on Possession	: 5% of BSP + other charges
Down Payment Plan	
Booking Amount	: 95% of BSP
Final Installment on Possession	: 5% of BSP + other charges
Down Payment Discount	: 7% of the BSP
Other charges	
Floor Preferential location Charges (upto 3rd floor)	:₹50 per sq ft
Fire Fighting Charges	: ₹15 per sq ft
External Electrification Charges	: ₹20 per sq ft
Utility Connection Charges	: ₹25 per sq ft
Club Membership Registration Charges	: ₹25000
IFMS Charges	:₹12000
Sinking Fund	: ₹10000
Car Parking	: ₹1lakh
Power Backup Charges	: As per the actual
EDC/IDC	: As per the actual
Stamp Duty and Registration Charges	: As per the Actual

#### Terms and conditions

- All Demand drafts and Cheques to be made in favour of "Emerald Greens" payable at Siliguri West Bengal/Ghaziabad. Outstation Cheques will be subject to additional service charges.
- 2. The booking will be Confirmed only after receiving 25% of the basic sale price.
- 3. The prices are escalation free. However, any unforeseen statutory Govt. Taxes if levied after the booking date shall be charged as per actual.
- 4. The allotment of Flat shall be on first come first served basis. The final allotment shall be entirely at the sole discretion of the Company who has the right to reject any application without any reason whatsoever.
- 5. Original Registry will be given to the buyers after one month from the date of registry of Flat as well as the clearance by the local authorities.
- 6. External Development Charges (EDC)/ Infrastructure Development Charges (IDC) if any, to be paid by the buyers as per Govt. norms
- 7. Club Membership Registration Charges & Car Parking are mandatory & payable only one time.
- 8. Service tax and other taxes wherever, applicable is to be borne by the customer.
- 9. Company reserves the right to revise price & payment plan without any notice at its sole discretion.

#### Note:

- 1. Stamp duty, registration fee and other expenses incidental to registration of documents.
- If any applicant wishes to cancel his/her booking then the company will refund the amount after deducting 10% of the basic sale price.
   Any increase in the charges or any additional charges or levy, if demanded by the Govt. of West Bengal and/or Local Authority, in future shall be payable proportionately by the applicants.
- 4. Prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.
- 5. For detailed terms and conditions please refer to the Application Form and Buyer's Agreement.

#### FOR OFFICE USE ONLY

#### 1. RECEIVING OFFICER :

I. RECEIVING OFFICER.
Name:
Date ACCEPTED REJECTED
2. DETAILS OF FLAT
Area :sq.ft. (approx) Flat No: Wing : Tower
3. DETAILS OF PRICE
Total Amount Payable
4. PAYMENT PLAN: Down Payment Construction Link Other
5. Payment received vide Cheque / DD / Pay Order No dated dated
for ₹Bank.
CHECK LIST FOR RECEIVING OFFICER:
Booking Amount cheque/ draft
Customer's signature on all pages of the Application form at places
PAN No. & Self Attested copy of PAN Card.
Self Attested copy of ID Proof.
Self Attested copy of Residence Proof.
Sign. Verification from Bank.
4 passport size photographs
In case of Co-owner, same documents submitted.
In case of Co-owner, If pan card is not available, Form-60 duly signed.
For Companies : Memorandum & Articles of Association and certified copy of Board Resolution
For Foreign Nationals of Indian origin: Passport photocopy and payment either as Foreign Inward
Remittance from the account of Applicant(s) or from Non-Resident/ FCNR A/c. of Applicant(s).
For NRI : Copy of Passport & Payment either as Foreign Inward Remittance from the account of
Applicant(s) or from Non-Resident A/c. of Applicant(s).
6. Remarks:

Date :..... Place:....

Authorised Signatory

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**Promoted By:** 



Marketed By:



E-mail: info@atelierinfra.com Website: www.atelierinfra.com

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