

The Forest Residency

APPLICATION FORM

Application No.

Booking Date.....

Dear Sir(s) / Madam,

I/We the undersigned request for a provisional allotment of a Residential Flat in Forest Residency Project.

In the event the Company agrees to allot a residential Flat, I/We further agree to sign and execute the necessary Allotment letter, stipulating the terms and conditions for the allotment and registration of the Residential Flat as and when desired by the Company of the Company's standard format Allotment Letter.

I/We have already seen the documents of the projects including land. I/We in the meantime sign and execute this Application Form and agree to abide by the terms and conditions as contained herein including but not limited to those relating to payment of sale price and other charges, forfeiture of earnest money as contained herein and the Allotment

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

Bank Draft/ Cheque No. Date Drawn on

..... Payable at Delhi part of the Earnest Money, for provisional allotment of

Residential Flat (All drafts and Cheque to be made in favour of M/s TAK BUILD TECH PVT. LTD.)
(formally Vishal equity Pvt. Ltd)

I/We agree to pay further installments of sale price and other charges as stipulated/ called for by the company.



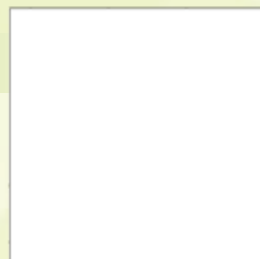
APPLICANT

My/ Our particulars as mentioned below may be recorded for reference and communication :

1 Application (Sole/First) _____
 Son/Wife/Daughter of _____
 Date of Birth _____
 Profession _____
 Designation _____
 PAN No. _____
 Ward/Circle/Special range and place where assessed to income Tax _____
 Nationality _____
 Permanent/Local Address _____

 Tel.: _____ Fax _____
 Mob.: _____ E-mail _____
 Residential Status (Tick whichever is applicable) Indian Non Resident India

CO APPLICANT



2 Co Application Name _____
 Son/Wife/Daughter of _____
 Date of Birth _____
 Profession _____
 Designation _____
 PAN No. _____
 Ward/Circle/Special range and place where assessed to income Tax _____
 Nationality _____
 Permanent/Local Address _____

 Tel.: _____ Fax _____
 Mob.: _____ E-mail _____
 3 Residential Status (Tick whichever is applicable) Indian Non Resident India

4. Please Tick (✓) Whichever is applicable

Payment Plan	DP	CLP
BSP (Basic Sale Price)		

Basic Selling Price			
Club Membership			
Covered Car Parking (Mandatory)			
Covered Car Parking (Additional)			
Power Backup			
IFMS			
Total			

Preferential Location Charges		
Location	PSF (Rs.)	Rs.
FLOOR PLC		
GRAND TOTAL		

Flat Details :

Area _____ Type _____ Tower _____

Floor _____ Unit No. _____

TOTAL PRICE OF THE UNIT (Rs.) : _____ (Excluding Service Tax)

In words _____ Signature of the Applicant's

Other Details of Flat/Unit _____

Self Finance / Bank Finance _____

5 Booking: Direct _____ Through Dealer / Agent _____

6 In the event the booking has been done through an agent, please give his particulars:

Name & Address _____

Telephone _____ Mobile _____ Fax _____

PAN NO. _____ Service Tax No. _____

TERMS & CONDITIONS

- 1 The particular Applicant(s) has/have applied for an enrollment as well as allotment of a Residential Flat at TAK BUILD TECH with full knowledge of the project and the subjective laws, rule notifications, and the rules applicable which have been explained by the company and understood by the applicant(s)
- 2 The Applicant(s) has/have fully contented himself/herself/themselves about the right title, the interest of the Company in the land and understands all the limitations and obligations in respect of the same and there will be no further investigation or argument by the Applicant(s) in this particular respect with the Organization.
- 3 The Applicant(s) accept to sign and execute, as and when desired by the Company, the Allotment Letter in Company's standard format and also abide by the terms and conditions as contained therein.
- 4 Payment must necessarily be made within the stipulated time as contained in the Allotment Letter appearing either under Down Payment Plan, Installment Payment Plan or Flexi Payment Plan. The Applicant(s) agree and acknowledge that timely payment as per the applicable Payment Plans shall be the essence of the Allotment Letter. Also, that the Applicant(s) agree that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and the Applicant(s) shall be treated as one single entity for the purpose of this Application Form and the Allotment Letter and all the Applicant(s) shall be liable jointly and severally.
- 5 All payment towards the sale/purchase of Residential Flat shall be made only by the Applicant/First Applicant and co-applicant to the company through normal banking channels and the said payment shall be accepted only against the Residential Flat.
In case of any delay in payments during the transaction, with the pertinent obligations, the company may at its sole discretion cancel the allotment made in favor of the Applicant(s) and forfeit the Earnest Money, without the need for the Company to provide any prior intimation to the Applicant(s). The Applicant(s) shall have no claim/lien/charge/interest, right or remedy against the Allotted Residential Flat or against the Company and the Company shall have full rights to receive application for allotment of the said Residential Flat and allot the same to any other person.
(Note: The terms and conditions contained herein and in the Allotment Letter apply equally without forgoing their generality for all the Payment Plans)
- 6 This Application does not constitute an Agreement to sell and the applicant(s) does not become entitled to allotment of the residential flat notwithstanding the fact that the company may have issued the receipt/acknowledgement of the Earnest Money tendered with this application. It's only after the Applicant(s) signs and executes the allotment letter 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 on the Company. The allotment must be signed by the party within 15 days of signing of application form. In case of failure to sign the allotment or cancellation of flat by the party before signing of the allotment, the amount constituting the Earnest Money shall stand forfeited at the discretion of the company.
(Note: For the purpose of this application form, earnest money shall be 10% of the total price of the Residential Flat pertaining to which the application has been made by the Applicant(s))
- 7 The Applicant(s) shall comply with all legal requirements for the purchase of immovable property, wherever applicable, after the execution of the Allotment Letter and shall execute all necessary forms of applications for that purpose. Registration charges and Stamp Duty/Sub Lease Charges in respect of the sale and purchase of the Residential Flat shall be over and above the total price payable by the Applicant(s) as per applicable. Rules, regulations and laws are as determined by the government or local bodies or concerned authorities.
- 8 It is abundantly made clear that in respect of all remittances, acquisition or transfer of the said Residential Flat, it shall be the sole responsibility of nonresident/ foreign national or Indian origin national companies to comply with the provision of Foreign Exchange Management Act. The company accepts no responsibility in this regard.
- 9 No alteration in the Residential Flat shall be acceptable and the Applicant(s) shall not challenge the picture / photographs of the building appearing in the Application form and /or the Allotment Letter and/or the specification sheets.
- 10 The company may, on its sole discretion and subject to applicable laws or notification or any Government directions as may be in force, permit the Applicant(s) to get the name of his/her/their nominee substituted in his/her/their place, subject to such terms and conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such nomination.
- 11 All taxes, liabilities or Government duty or service tax after the allotment of the Residential Flat whether levied or leviable further on the land and / or the Residential Flat shall be borne by the Applicant(s) only.
- 12 The Applicant(s) shall get his/her/their complete address registered with the company at the time of filling this Application and it shall be his/her/their responsibility to inform the Company by registered AD letter about all or any subsequent changes if any, in his/her/their mailing address, failing which all notices and correspondence from the company shall be sent to the address as mentioned by the Applicant(s) in this application form and the said letters/Notices sent by the Company to the Applicants shall be deemed to be received by them on the address first above mentioned. The provision of this clause is without prejudice to the obligation of the Applicant(s) to make timely payment and the applicant shall be solely responsible for any defaults in payment and the consequence that might occur therefore.
- 13 The Applicant(s) agree and acknowledge that the sale price/ total sale consideration of the Residential Flat sought by the Applicant(s) is fair and is based on the Company's norms. The Applicant(s) further agree and acknowledge that a similar Residential Flat may have been sold/ allotted by the company at the different price/consideration and such difference in price is duly accepted by the applicant willingly.
- 14 The Applicant(s) agree that in the event a cheque deposited with the company by the Applicant(s) towards any payment due to the company is dishonored on technical grounds, the applicant shall replace the dishonored cheque with a Demand Draft / Bankers Cheque or cash of equivalent amount within 3 (three) days of such dishonor, failing which this application or the allotment of Residential Flat shall be treated as cancelled at the sole discretion of the Company. However, in the event that the cheque is dishonored on grounds of insufficient funds, this application or the allotment of Residential Flat shall be treated as cancelled at the sole discretion of the company.
- 15 This application form shall be governed and construed in accordance with the laws of the Republic of India with exclusive jurisdiction conferred on the court at Delhi for all matters arising out of or touching and /or concerning this Application and/ or the transaction completed herein.
- 16 In case of withdrawal before possession, 20% will be deducted as withdrawal charges.
- 17 The Applicant(s) agree and acknowledge that upon the execution of the Allotment Letter the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form

DECLARATION

I/We concur that the enrollment in the project shall become definitive only after completion of the process of allotment upon issues of final communication in such regard by the Company in writing which shall be subject to the terms and conditions as may be stipulated by the company at the time of allotment.

I/We have fully examined/read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand 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 Allotment Letter which shall supersede the terms and conditions in this application. I/We shall be fully responsible for default committed by me/us in not abiding by the terms and conditions contained in this application. I/We have sought detailed explanation and clarification from the company and the company has readily provided such explanation and clarification and after giving such consideration to all facts, terms, conditions and representation made by the company I/We are fully conscious that it is not incumbent on part of the company to send us remainder/notices in respect of our obligation as set out in this application and/ or the allotment letter. I/We shall fully be responsible for any consequence in respect of default committed by me /us is not abiding by the terms and conditions contained in this application and /or the Allotment Letter. I/We have now executed this Application form and paid the amount of money due thereof fully conscious of my/our liabilities and obligations like forfeiture of the Earnest Money that maybe imposed on me/us. I/we agree with the company that in case of the cancellation regarding my/ our provisional and/ or final allotment either because of delay in payments or in any manner whatsoever including but not limited to as set out in terms and conditions provided in this Application, I/We will likely be left with not any right, title interest of lien about the Residential Flat requested, provisionally and/or lastly allotted to me/us in any manner whatsoever.

I/We the undersigned (Sole/First in addition to Co-Applicant), hereby announce that all these particulars/information written by me/us are accurate to the best of my/ our knowledge without any material facts concealed thereof.

Your faithfully

Signature and Names of the Applicant(s).

Date

Place

*Service Tax as applicable/Any other taxes as applicable.

*Price area subject to revision and the sole discretion of the promoters without any notice.



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