



Nature's Village Application Form

To,

Pundrikaksh Industries Private Limited

Vill. Kilawali, District - Udham Singh Nagar, Kashipur (Uttarakhand) - 244713

Subject - Application for booking of a unit in "**Nature's Village**", a housing project built at Vill. Kilawali, Tehsil Kashipur, District Udham Nagar, Uttarakhand-244713.

Dear Sir,

1. I/we undersigned request for the booking of a Unit/Plot in "**Nature's Village**" a project built at Village Kilawali, Tehsil Kashipur, District Udham Nagar, Uttarakhand-244713 as per the company's terms and conditions specified herein and as may be prescribed by the company at the time of allotment.
2. I/we have read and understood the Terms and Conditions as provided in this application form and I/We agree to accept and sign the prescribed allotment letter along with necessary documentation and when required, as per the company's standard format and agree to abide by the terms & conditions laid down therein.
3. I/we clearly understood that this application does not constitute an allotment letter and I/We do not become entitled to the provisional and or final allotment the Unit/Plot notwithstanding the fact that the company has issued a receipt in the acknowledgement of the money tendered with this application. I/We further understand that only after issuance of allotment letter, the allotment will get confirmed on execution of Builder Buyer Agreement and execution of registration and I/We agreed to abide the terms and conditions laid down therein.
4. I/We are making this application form with the full knowledge that the construction of the said project is yet to be completed. I/We understand that if for any reason including non-construction etc., the company is not in the position to finally allot a flat applied for, then the company will refund the application money to me/us without any interest.
5. I/We also undertake to become to a member of the Condominium Association/RWA and to abide by all the rules & regulations of the provision Apartment Act.
6. I/We hereby declare that I/We have gone through the terms & conditions of the allotment letter and other related documents in the Company's office and I/we undertake to abide by the said terms & conditions and execute the required papers as and when called upon by the company.

Signature of The First Applicant

Signature of the Co-Applicant{s}

My/Our particulars are as below for your reference and record: -

DETAILS OF APPLICANT

Mr/Mrs./Ms:

S/o /D/o /W/o:

Nationality

Date of Birth:

Residential Status: Resident () Non-Resident () Foreign National of Indian Origin ()

Occupation: ☐ Employed ☐ Self-Employed ☐ Others (Specify)

Profession/Company Name:

Annual Income: Permanent Account Number/GIR:

E-mail: Mobile No:

Present/Communication Address:

City: State: Pin: Country:

Permanent/Communication Address:

Office Address:

DETAILS OF JOINT/CO-APPLICANT

Mr/Mrs./Ms:

S/o /D/o /W/o:

Nationality:

Date of Birth:

Residential Status: Resident () Non-Resident () Foreign National of Indian Origin ()

Occupation: ☐ Employed ☐ Self-Employed ☐ Others (Specify)

Profession/Company Name:

Annual Income: Permanent Account Number/GIR:

E-mail: Mobile No:

Signature of The First Applicant

Signature of the Co-Applicant{s}

Present/Communication Address:

.....

City: State: Pin: Country:

Permanent/Communication Address:

.....

Office Address:

OR

FIRM/COMPANY/SOCIETY/TRUST/HUF/PROP. /OTHERS

M/s. _____ A partnership firm duly registered under the provision of Indian Partnership Act 1952, through its partner Mr./Mrs./Ms _____ authorized by board resolution dated _____ (copy of resolution signed by all partners along with certified copy of partnership deed required).

PAN/TIN _____ Registration No: _____

Tel:(O) _____ (R) _____ (M) _____

OR

M/s. _____ A Company registered under the provisions of Companies Act 1956/2013, having its registered office at _____ through its Director or duly authorized signatory Mr./Mrs./Ms _____ authorized by board resolution dated _____ (Copy of Board Resolution along with a certified copy of Memorandum & Article of Association required).

PAN/TIN _____ Registration No. _____ (M) _____

Signature of The First Applicant

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DETAILS OF UNIT/PLOT

- a. **Project Name:** Nature's Village
- b. **Unit/Plot No:** _____
- c. **Type:** _____
- d. **Plot Area:** _____

Payment Plan: ☐ Down Payment Plan ☐ Special Payment Plan

Mode of Payment ☐ Self ☐ Bank Loan

Booking Mode ☐ Direct ☐ Through Dealer/Agent

Broker Name: _____

Firm Name: _____

Broker Stamp

DETAILS OF BOOKING AMOUNT

I/we remit herewith a sum of Rs: _____ (In Words) _____

paid vide Cheque/PO/DD/RTGS No. _____ Dated: _____

Drawn on: _____

All payments are to be made in favour of "M/s Pundrikaksh Industries Private Limited" being the booking amount/earnest amount for the allotment of Unit/Plot in the residential complex.

Account Details for Online Transaction: -

Account Name – M/S PUNDRIKAKSH INDUSTRIES PRIVATE LIMITED

Account No. – **0262002900000164**

Bank Name – **Punjab National Bank** IFSC Code – **PUNB0026200**

Branch Address – **Kashipur Main Branch (026200), Mata Mandir, Road, Kashipur-244713**

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COST DETAILS

A) Details of Unit/Plot

1. Project Name **Nature's Village**
2. Unit/Plot No. _____
3. Type _____
4. Area _____

B) Basic Sale Price (BSP)

1. Discount in % _____ of Amount on BSP if any @Rs _____
Per Sq.mtr / Sq. Yard: _____

2. Net Basic Sale Price @Rs _____ Per Sq.mtr / Sq. Yard: _____

C) Preferential Location Charges (PLC)

1. Corner Facing @Rs _____ Per Sq.mtr / Sq. Yard: _____
2. Park Facing @Rs _____ Per Sq.mtr / Sq. Yard: _____
3. If Both @Rs _____ Per Sq.mtr / Sq. Yard: _____
- Total PLC Charges @Rs. _____

D) Additional Charges with BSP

1. External Electrification Charges @Rs. _____
2. Fire Fighting Charges @Rs. _____
3. Recreational Complex Membership @Rs. _____

E) Additional Charges payable if required:

1. Power Backup @Rs _____ 1 KVA*: _____
2. Other Charges @Rs _____ Per Sq.mtr / Sq. Yard: _____
3. IFMS @Rs _____ Per Sq.mtr / Sq. Yard: _____

Booked by _____

Approved by _____

Signature of The First Applicant

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DOCUMENTS CHECK-LIST FOR BOOKING UNIT/PLOT

1. Copy of Pan Card/Form-60.
2. Resident Proof (Aadhaar Card/Election Card/Passport/Driving License/Voter Card).
3. Copy of Memorandum & Articles of Association and Board's Resolution (in case of company).
4. Copy of Partnership Deed/Trust Deed/Authority Letter/Resolution (in case of Firm/Society/Trust).
5. Copy of Passport & Details of NRE/NRO/FCNR Account/any other Govt. ID Proof.
6. Applicant's Signature on all pages of Application Form.
7. In case of NRI, it is stated that all payments will be paid through the Cheques/Demand Drafts of NRE/NRO/FCNR account or foreign remittance.

GENERAL TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF ALLOTMENT OF A PLOT/UNIT " _____ " IN PROJECT NAMED AS "NATURE'S VILLAGE" SITUATED AT THE VILLAGE OF KILAWALI, KASHIPUR, UDHAM SINGH NAGAR, UTTARAKHAND-244713

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions are comprehensively set out in the Agreement to Sale/Builder Buyer Agreement Letter which, upon execution, shall supersede the terms and conditions set out in this application. For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

1. That the Applicant has made an application for booking of a Residential or Commercial Unit/Plot in the above project named as **"Nature's Village" developed by Pundrikaksh Industries Private Limited**. That the Application is to be accompanied with the registration amount/earnest money which shall be payable 10% of basic sale price of Unit/Plot as per Payment Plan/Construction Payment Plan, by A/c payee cheque or demand draft or through RTGS in favour of **Pundrikaksh Industries Private Limited**. However, if the amount paid by the Applicant is less than 10% of the basic sale price, then this application shall not be accepted for the provisional allotment.
2. In addition to the Agreement value stated hereinabove, you shall also pay/contribute your pro rata share towards security deposit, maintenance charges, legal expenses, water and electricity deposit/charges, development charges, recreation complex charges, monthly maintenance charges, apex charges, agreement cost, and any other applicable amounts payable by the other Allottee, in advance.
3. That the Applicant & Co-Applicant (if any) will have equal share in the Unit/Plot, and in case of death of any of them, the booking will continue only after providing the Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if a loan is availed. Similarly in a divorce case or where any dispute arises between the Applicant and Co-Applicant, the booking will continue only after providing consent in writing by both of Applicant & Co-Applicant and No Objection Certificate from the concerned bank.
4. Any dispute or circumstance referred to above shall not affect or delay the obligation of the Applicant and Co-Applicant to make timely payments, including payment of interest on delayed amounts, as applicable. In all such circumstances, the Applicant/Allottee shall resolve the matter and submit the required documents within a maximum period of two (2) months. Failing this, the Company shall have the right to

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cancel the booking/allotment of the Unit/Plot, and the Applicant/Allottee shall have no right, title, or claim in respect of the Unit/Plot except for refund of the amount deposited after deduction of 10% of the Basic Sale Price of the Unit/Plot and any other applicable dues or charges. Any refund in such cases shall be processed only upon receipt of written consent from both the Applicant and Co-Applicant. In the absence of such mutual consent, the refundable amount shall be released equally between the Applicant and Co-Applicant.

5. The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/ or any Act of God and/ or in case of delay in possession as a result of any notice, order, rule, notification of the Government.
6. That any alteration/modification as the Company deemed fit or as directed by the competent authorities resulting +/-3% change in the area of the Unit/Plot, there will be no extra charge/claim by the Company, nor shall the Applicant be entitled for any refund. However, any major alteration/modification resulting in more than +/-3% in the area of the Unit/Plot, any time prior to and upto the possession of the Unit/Plot, the Company will intimate to the Allottee in writing about the charges thereof and the change in the enhanced cost of Unit/Plot, the Allottee has to pay that amount to the Company. It shall always be clear that any alteration/modification resulting is more than +/-3% change in the area of the Unit/Plot, then the demand or refund shall be applicable for the entire area, e.g., for a +/-4% change, the demand or refund shall be applicable for the total 4% area.
7. That the Demand Letters for the payments of instalments on due dates will be issued by the Company and it will be obligatory on the part of the Applicant to make the payment on or before the due dates. If any instalments as per payment schedule is not paid within in due date, the Company will charge **MCLR + 1%** interest per annum on the delayed payment from the due date till the date of actual payment. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands/reminders whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant, the earnest money being 10% of basic sale price (BSP) of the Unit/Plot will stand forfeited, and after deduction of over dues, interest amounts, received from housing finance companies/banks against the said allotment and any other charges, the balance amount (if any) shall be refundable without any interest/compensation after approximately 90 days of cancellation of application. However, the Company may, at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 18% and restore the allotment in case the allotted Unit/Plot has not been allotted to someone else. Alternative Unit/Plot, if available may also be offered in lieu of earlier allotted Unit/Plot.
8. That in case at any time, the Applicant desires to surrender Unit/Plot, at the stage of application, provisional allotment registration cum booking/provisional allotment, it shall be the sole discretion of the Company. In such a case 10% of Total Basic Sale Price + Taxes of the Unit/Plot shall be deducted towards the processing and administrative charges and the balance amount (if any) shall be refunded without any interest to the Applicant.
9. That the Unit/Plot shall be used only for residential/commercial purposes, the purpose which may or is likely to cause public nuisance or is not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex, including roads, green areas, pathways, parking areas, service areas, lobbies, roof, etc., shall not be allowed to the allottee and the Association of Allottees. The Allottee and/or Association of Allottees shall also not be permitted to enclose or cover verandas, balconies, terraces, lounges, setbacks, or common passages, wherever applicable. Any alteration in elevation and outside colour scheme of exposed walls of Veranda, lounges or any walls or both faces of external and

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windows of Unit/Plot, signboard, publicity or advertisements material outside or inside the Unit/Plot or anywhere in the common areas shall not be permitted to any type of changes which may cause or likely to cause damage to the safety stability of the structure of the Project and RCC shear wall supporting whole the structure.

10. That in case the Applicant desires, transfer of allotment/ownership of Unit/Plot before registration/possession, a transfer fee as prevailing at the time of desired transfer, shall be payable by the Applicant.
11. That the contents of each Unit/Plot along with the connected structural part of the building shall be insured by the Applicant at his own cost against the fire, earthquake etc. After handing over the possession of particular Unit/Plot, the Company shall not be responsible in any way for safety or stability of the structure. The Applicant will pay all charges towards insurance either by him individually or through society collectively, if so formed for maintenance of the building.
12. This Application is subject to a Lock-in period of Forty-Five (45) days from the date of signing of this application form, and after expiry of Forty-Five (45) days this application shall automatically be rejected, if allotment is not done, at the sole discretion of the Company.
13. That the Cheque Bouncing Charges is applicable Rs.2000/- + GST as Applicable.
14. I have read and understood the terms and conditions as stated above and same shall be abide and binding on me and I/We fully satisfied with the said term and conditions, title, interest and rights of the company and layout plan of the project. It is clear to me that for any change in layout/elevation/design, my written consent is required as per law, I hereby give my free consent to the company to make change in layout/elevation/design as and when required.
15. That it is the responsibility of the Applicant to inform the company by Regd. Acknowledgement Due Letter/email about subsequent change(s) in the address; otherwise, the address given in the booking Application Form will be used for all correspondence, demand, letters / all such communications by the company at such address. (if changes in Address are not intimated) will be deemed to have been received by the Applicant, and the company shall not be responsible for any default. In case of a joint applicant, all communications/notices shall be sent by the company to the Applicant whose name appears first and address given by him, and it shall be considered/deemed to be received by all the applicants, and no separate communication shall be sent to the other joint applicants.
16. We have furnished you all the title documents and certificate of title issued by Advocate and Solicitors in respect of the property on which the above-mentioned Project is to be constructed, and you have accepted the same, and you will not hereafter raise any dispute in respect thereof.
17. All or any disputes and differences arising out of or in connection with this Application shall first be attempted to be resolved amicably between the Parties within a period of 30 days. If the Parties fail to resolve the dispute within such period, the dispute shall be finally and conclusively resolved by arbitration conducted by a sole arbitrator mutually appointed by the Parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceedings shall be conducted in the Regional language / English language, and the seat and venue of arbitration shall be Uttarakhand, India. The arbitrator shall have the power to award costs of the arbitration.
18. Token Amount is non-refundable.

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