

Application Serial No.

EH-OH-

Elite Homes +O2 HOME

Village – Kalupure, Sec-24, Kakroi Road, Tehsil and
District - Sonipat, Haryana - 131001

APPLICATION FORM

Details of the Applicant

FIRST APPLICANT:

Full Name Mr./ Ms. / Mrs. / Dr. /Col. _____

Son / Wife / Daughter of _____

Guardians Name (if the applicant is a minor) and relationship with the minor



Date of Birth _____ Gender [not mandatory] Male Female Transgender

Nationality _____

Occupation

Employed Sector / Industry _____

Self-employed Profession _____

Business Sector / Industry _____

Housewife Student Others _____

Residential Status Resident Non-Resident Person of Indian Origin Others

Marital Status Married Unmarried Other

IT PAN/ GIR # _____ Passport No. _____

Correspondence Address _____

City _____ PIN _____ State _____

Phone (Home) _____ (Work) _____ Mobile _____

Permanent Address _____

City _____ PIN _____ State _____

Phone (Home) _____ (Work) _____ Mobile _____

Email Address _____

Signature of the Applicant

Signature of Co-Applicant

Details of the Applicant

JOINT / SECOND APPLICANT:

Full Name Mr./ Ms. / Mrs. / Dr. /Col. _____

Son / Wife / Daughter of _____

Guardians Name (if the applicant is a minor)

Date of Birth _____ Gender [not mandatory] Male Female Transgender

Nationality _____

Occupation _____

Employed Sector / Industry _____

Self-employed Profession _____

Business Sector / Industry _____

Housewife Student Others _____

Residential Status Resident Non-Resident Person of Indian Origin Others

Marital Status Married Unmarried Other

IT PAN/ GIR # _____ Passport No. _____

Correspondence Address _____

City _____ PIN _____ State _____

Phone (Home) _____ (Work) _____ Mobile _____

Permanent Address _____

City _____ PIN _____ State _____

Phone (Home) _____ (Work) _____ Mobile _____

Email Address _____

Alternative Email Address _____

Relation with first applicant _____

Signature of the Applicant

Signature of Co-Applicant

COMPANY / FIRM / TRUST AS AN APPLICANT

Name of Company / Firm / Trust _____

Date of Incorporation _____

Registered Office Address _____

City _____ PIN _____ State _____

Correspondence Address _____

City _____ PIN _____ State _____

Name & Designation of the contact person: _____

Phone(Home) _____ (Work) _____

Email Address _____

Company / Firm / Trust PAN Card (Mandatory) _____

Company Identification Number (CIN) _____

Name of Director / Partner / Trustee _____

Address of Director / Partner / Trustee _____

Signature of the Applicant

Signature of Co-Applicant

APPLICANT WHETHER PIO / NRI

Whether the Applicant/s is NRI?

Yes No

Whether the Co -Applicant/s is NRI?

Yes No

(Signature/s of the Applicant)

Signature of Co-Applicant

Declaration

1. I/We hereby solemnly declare that the above-mentioned facts are true to my knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform YP Infratech Pvt. Ltd. In collaboration with Bharat enterprises of any future changes related to the information and details furnished in this Application Form.
2. I/We hereby also declare that I/we have read and understood, and all other information/conditions stated in the Terms and Conditions including consideration of the Residential Plot and Payment Plan. By signing this Application Form, I/We do hereby solemnly accept and agree to abide by the Terms and Conditions, which may be modified by YP Infratech Pvt. Ltd. if required for implementation of the purpose and intent of applicable laws.
3. I/We hereby give my/our irrevocable consent to become member of a body of the Residential Plot to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
4. I / We hereby declare that and confirm that I am / We are Non-Resident Indian, and I/We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and the Company shall not be liable for the same in any manner whatsoever. (Tick if applicable)

OR

I/We hereby declare that and confirm that I am / We are a Person of Indian Origin, and I/We shall comply with all the statutory compliances as required from time to time under applicable laws / rules and the Company shall not be liable for the same in any manner whatsoever. (Tick if applicable)

5. I/We have signed the Application Form after having read and understood what is written in this Application Form.

(Signature/s of the First/Sole Applicant)

Date_____

Place_____

(Signature/s of the Joint/Second Applicant)

Date_____

Place_____

Check - List for Receiving Officer

1. Application money by Cheque / DD / PAYORDER / RTGS / NEFT
2. Customers full signature on all pages of the Application form
3. PAN No. & copy of PAN Card / Undertaking.
4. Copy of CIN, Certificate of Incorporation, if applicable
5. If the Applicant is an NRI, the Applicant is required to furnish a true copy of the Applicants valid Passport.
6. If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicants valid Passport & document evidencing PIO status.
7. Email ID and Mobile No. of the applicant(s) Authorized Signatory in case of Company /Firm/Trust.
8. Proof of residence (Ration card/ electricity bill / phone bill/ driving license / voter's identity card, Aadhar card / Passport)
9. If the Applicant is a Corporate entity, then the copy of Memorandum of Association (MOA), BoardResolution, list of Directors, Power of Attorney of the authorized signatory.
10. For Partnership Firm: Partnership Deed along with authority in favour of Partner to sign application/documents
11. For Trust: Trust Deed
12. Form submitted through authorized representative Authorization/ POA duly attested where a person is signing the application

Signature of the Applicant

Signature of Co-Applicant

Annexure 1

Layout/Site Plan



Signature of the Applicant

Signature of Co-Applicant

TERMS & CONDITIONS FOR BOOKING OF A RESIDENTIAL PLOT IN THE PROJECT

1. The Allottee(s) have full knowledge of laws, notifications, rules as applicable to this area and has fully satisfied himself/herself about the interest, rights and title of the Company and its collaborators in the land where the Project is proposed to be developed.
2. The Company shall, in its sole discretion and in accordance with applicable law, determine the Building Plan, specifications, quantity, standard and quality of material to be used in construction of Project and nature of facilities to be provided in the Project.
3. The Applicant understands and agrees that after the construction of the Project is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, the Company shall confirm the area of the Residential Plot and:
 - i. In the event of reduction in the area of the Residential Plot, the Company shall refund the excess amounts paid by the Applicant within 90 (ninety) days from the date when such excess amount was paid.
 - ii. In the event of any increase in the area of the Residential Plot, which shall not be more than 5% (five percent) of the area of the Residential Plot as mentioned in the Application, the Company shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan. All such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
4. The Applicant is fully satisfied with the title of the Company and its collaborators in the Project where the Residential Plot is located. Further, the Applicant has examined and is satisfied with the nature of rights, title and interest of the Company and its collaborators in the Project, which is being developed/ constructed by the Company as per the applicable laws. The Applicant agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions issued by DTCP and/or by any other competent authorities in this regard, to the Company.
5. The Applicant shall inspect the site where the Residential Plot is proposed to be located. The Applicant shall not merely rely upon the Building Plan or any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company and shall make his personal judgment prior to booking the Residential Plot.
6. The Applicant shall before take possession of the Residential Plot, clear all the dues towards the Residential Plot and have the conveyance deed for the Residential Plot executed in its favour by the Company and the collaborators after paying stamp duty, registration fee and other charges/expenses, as applicable, to the concerned sub registrar office.
7. The Applicant undertakes to abide by all applicable laws including any bye laws, laws, rules and regulations including the Real Estate (Regulation and Development) Act 2016 ('Act') and the rules framed thereunder ('Rules').

8. The Applicant may avail for loans from financial institutions to finance the purchase of the Residential Plot. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant to the Company, the Applicant agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
9. The Applicant, on becoming an allottee in the manner as provided in this Application, shall be liable to pay the Consideration for the Residential Plot. The Consideration includes the Booking Amount paid by the Applicant to the Company towards the Residential Plot.
10. In case there is any change or modification in the rate of any applicable GST/ taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased or decreased based on such change or modification. Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when the Applicant will make such payments to the Company on account of delayed payment. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Act and or Rules, the same shall not be charged from the Applicant (successful allottee).
11. The Company shall periodically intimate, in writing, to the Applicant, the amount payable as stated above and the Applicant, shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant, the details of the GST/taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
12. The external development charges and taxes, as applicable, shall be payable/recoverable over the above the Consideration, as per applicable laws.
13. Except as otherwise provided, the Consideration is escalation free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the Residential Plot/ as per registration with the competent authority, which shall include the extension of the registration, if any, granted to the said Residential Plot by the competent authority, as per applicable laws, the same shall not be chargeable from the Applicant.

14. Any default in payment by the Applicant shall attract an interest as prescribed under the Rules. The Applicant(s) shall make all payment only through cheques/demand drafts issued in favor of Company and any other mode as approved by the Company.
15. That the Company shall complete the construction of the Residential Plot on or before 16.10.2028. Upon receipt of the occupation certificate respect of the Residential Plot, the Company shall issue a written notice offering the possession of the Residential Plot ('Notice of Possession'), to the Applicant offering the possession of the Residential Plot to be taken within 3 (three) months from the date of issue of the occupancy certificate. Upon receiving the Possession Notice from the Company, the Applicant shall take possession of the Residential Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement for Sale, and the Company shall give possession of the Residential Plot to the Applicant. In case the Applicant fails to take possession within the time provided in the Notice of Possession Notice, such Applicant shall continue to be liable to pay maintenance charges and holding charges in accordance with the Agreement for Sale.
16. If the offer of possession of the Residential Plot is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Applicant shall not be entitled to any compensation for the period of such delay. The Applicant agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then the Agreement and the allotment of the Residential Plot shall stand terminated and the Company shall refund to the Applicant the entire amount received by the Company from the Applicant **without any interest compensation** within 90 (ninety) days from that date on which Company confirms that it has become impossible for the Company to implement the Project. The Company shall intimate the Applicant about such termination at least 30 (thirty) days prior to such termination of the Agreement. After refund of the money paid by the Applicant, the Applicant agrees that he/she/it shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under the Agreement 'Force Majeure' shall have the meaning as ascribed to it in Explanation to section 6 of the Real Estate (Regulation and Development) Act 2016, as amended from time to time, which as of the date of this executions reads as a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of a real estate project
17. The Residential Plot shall be used only for residential purposes by the Applicant. After handing over of the possession of the Residential Plot by the Company, the Applicant shall himself/herself be responsible for repairs and maintenance thereof.
18. The Applicant shall be entitled only to the area enclosed within the boundary of the Residential Plot. Applicant shall not keep any material in the common areas of the Project. Applicant (s) shall be entitled to use the common areas of the Project along with other allottees for such purposes for which such common areas have been developed.
19. The Applicant shall bear costs of consumption of electricity and water for it's Residential Plot as well as the proportionate running cost (i.e., electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of offering of possession of Residential Plot by the Company.

20. The Company shall maintain and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issuance of the completion certificate unless relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 .
21. The Applicant(s) shall have no objection in case the Company creates a charge on the Project or the land on which it is situated during/ prior to the execution of the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the residential plot to the Applicant.
22. The Applicant hereby undertakes to inform the Company of any change in his address or in any other particular/information, given above, in writing, failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Company, shall be deemed to have been received by the Company and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to borne all the cost and expenses.
23. In case of joint Applicant(s), the Company shall send all letters/ notices and communications to the sole/first Applicant at the address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicant(s) within 5 days from the date of dispatch. The Company shall not be liable to send separate communication, letters and notices to the second Applicant(s) or to Applicant(s) other than the first Applicant(s).
24. That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer/authority appointed under the Act.
26. The Promoter has envisaged to provide an electrical load of 5KW per Plot the price of which is not included in the Total Price. However, if the Applicant(s) wishes to obtain additional load for his Plot, the same shall be provided (if available) against payment of additional charges as may be decided by the Promoter. The Applicant(s) acknowledges that the Promoter may obtain bulk supply connection for supply of electricity and the Applicant(s) shall be bound to take it from the Promoter only and shall not apply directly to any state electricity board and/or any other competent authority for supply of electricity. The Allottee shall be liable for payment of Electric Connection Charges including the Advance Consumption Deposit / Security / Meter Charges etc. as per the demands raised by the Promoter / Maintenance Agency.
27. The Applicant(s) hereby agrees to purchase the Plot on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Promoter or the association of allottees ("Maintenance Agency") and performance by the Applicant(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the association of allottees from time to time. It is incumbent upon the Applicant(s) to sign and execute a separate maintenance agreement for maintenance with the Maintenance Agency in this regard. The cost of such maintenance, for 3 (three) months from the issuance of the occupation certificate/part thereof has been included in the Total Price of the Plot. Thereafter, the Applicant(s) shall be liable to pay such maintenance charges, as determined and thereafter, billed by the maintenance agency.

Annexure 3

Payment Plan

Milestone	Payment Percentage
At the time of Registration	10%
Within 30 Days of Application	40%
Within 90 Days of Application	25%
Offer of possession or at the time of Registry	25%

Signature of the Applicant

Signature of Co-Applicant

