



APPLICATION FORM

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Serial No.....

APPLICATION FORM

RERA REGISTRATION NO: HRERA-PKL-KNL-7-2018 Dated 14.05.2018

Date.....

To,
Santur Spaces Private Limited
E -6, Greater Kailash
New Delhi 110048

Branch Office:
Santur Silver Springs
Sector 35, Karnal, Haryana -132001.

Dear Sir,

I/We, the said "Applicant(s)" as mentioned in Annexure A, say and declare as follows that:

1. The Applicant(s) is aware that M/s. Santur Spaces Private Limited (hereinafter referred to as "Developer") in Collaboration with M/s Kind Building Solutions Private Limited (Land Owner), has obtained license no. 56 of 2017 dated 24.07.2017 from DGTCP, Haryana under Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Policy -2016 on land admeasuring 9.51 acres at Sector-35, Karnal, Haryana (hereinafter referred to as the "said Larger Property").
2. The Applicant(s) is aware that the Developer is developing an Affordable Plotted housing colony/ residential floors or units in the name of "Santur Silver Springs" (hereinafter referred to as the 'Project') on the said Larger Property. A copy of the authenticated approved layout plan bearing drawing no. DTCP- 6119 dated 17.10.2017 of the said Larger Property is annexed hereto as Annexure B.
3. The Applicant(s) is aware that the Developer shall develop and complete the Project in Phased manner. Currently, the Developer has invited booking for Phase ___ of the Project, hereinafter referred to as the 'Phase ___ Project' more particularly demarcated in the plan annexed herewith as Annexure B1 to be developed on the said Land as described in the First Schedule- Part 2 ("said Land"), which is part of the said Larger Property.
4. The Applicant(s) hereby applies for booking of a residential unit (hereinafter referred to as "said Unit"), layout plan and details of which are specified herein as Annexure A 1, for such Total Sale Consideration as specified in Annexure C.
5. The Applicant(s) remits herewith a sum of Rs. _____ /- (Rupees _____ Only) through cheque/ demand draft no. /NEFT/RTGS _____ dated _____ drawn on _____ in favour of M/s Santur Spaces (P) Ltd. towards booking amount, being part earnest money of the said unit and has requested the Developer to accept Applicant(s) duly filled application form for booking /provisional allotment of said unit in the Project.
6. The Phase ___ Project shall contain such residential units /Buildings constructed/to be constructed on the said Land as mentioned in the Second Schedule.
7. The Developer has informed the Applicant(s) that it will be constructing and providing certain amenities in the Project. It is clarified that all the Allottee(s) of the said Larger Property shall be entitled to share and use the Project Amenities and common areas, greens and circulation spaces on/of the said Larger Property/Project.
8. The Applicant(s) has demanded from the Developer and Developer has given inspection to them and displayed at its offices all available approvals/permissions, including the title documents, agreements, various statutory approvals, approved layout plan and/ or building plan, the sanctioned plans, area calculations, specifications of the common areas & of the said Unit to the Applicant(s).
9. The Applicant(s) has verified, has done due diligence and is satisfied in all respects with all the approvals, title documents and deeds, which entitles the Developer to allot the said Unit to the Applicant(s) on the basis of such terms and conditions as contained herein.

Sole/First Applicant

Sole/Second Applicant

10. At the time of submitting and executing this booking Application Form by the Applicant(s) to the Developer, the Developer has informed the Applicant(s) of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related Terms and Conditions including but not limited to interest payable on delayed payments. The detailed payment schedule and list of other charges is provided in Annexure C.
11. By signing this Application Form, the Applicant(s) do hereby accept and agree to abide by the Terms & Conditions as stipulated herein and also in Annexure D (General Terms & Conditions). The Applicant(s) has/have clearly understood that this application does not constitute agreement for sale and/or Unit buyer's agreement and he/she does not become entitled to the provisional and/or final allotment of the said unit notwithstanding the fact that the Developer may have issued a receipt in acknowledge of the money tendered with this application. It is only after the Applicant(s) signs and executes the agreement for sale and/or Unit Buyer's Agreement in stipulated period of time on the prescribed standard format agreeing to abide by the Terms and Conditions laid therein that the allotment shall become final and binding on the Developer. If, however the Applicant(s) fails to execute and return the agreement for sale and/or Unit Buyer's Agreement within 30 days (Thirty days) from the date of dispatch by the Developer or withdraw his/her/their allotment in the project without any fault of the Developer then this application shall automatically be treated as cancelled and the earnest money paid by the Applicant(s) shall stand forfeited.
12. The Applicant(s) confirms that he/she have chosen to invest in the said Unit after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Developer for allotment of the said Unit in the Phase _ Project.
13. The Applicant(s) agrees and undertakes that he shall not hold the Developer and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) either written or oral nor make any claims/demands on the Developer and/ or any of their sister concerns or affiliates with respect thereto.
14. The Applicant(s) hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/their knowledge and nothing relevant has been concealed or suppressed. The Applicant(s) also undertakes to inform the Developer of any future changes related to the information and details in this Application Form.
15. The Applicant(s) has no objection in receiving marketing material correspondence, Calls and SMS from the Developer.

FIRST SCHEDULE – PART 1- THE SAID LARGER PROPERTY

All that pieces and parcels of land admeasuring 9.51 acres, situated at the Sector 35, Karnal, Haryana.

FIRST SCHEDULE – PART 2 - THE SAID LAND

All that pieces and parcels of land, forming part and parcel of Said Larger Property, admeasuringSq. mtrs., more particularly depicted in Annexure B1

SECOND SCHEDULE – STRUCTURE(S) ON THE SAID LAND

Plot Type	Accommodation	Floor	Carpet Area (Sq. Ft.) (Approx)	Balcony/ Platform Area Sq. Ft. (approx)	Total Covered Area Sq. Ft. (approx)	No. of Units
133.785 Sq. mtrs or 160.00 Sq. Yards	DD + Kitchen + 3 Bedrooms+ 2 Toilets	Ground Floor	830	Plat Form Area: 120 Lawn Area: 55 Rear Court Yard Area: 73 Total Area: 248	1230	30
		First Floor	830	143	1125	30
		Second Floor	830	137	1120	30
		Terrace Above Second Floor Extra**				
107.028 sq. mtrs or 128.00 Sq. Yards	DD + Kitchen + 2 Bedrooms+ 2 Toilets	Ground Floor	633	Plat Form Area: 39 Lawn Area: 43 Rear Court Yard Area: 103 Total Area: 185	970	17
		First Floor	633	89	875	17
		Second Floor	633	89	875	17
		Terrace Above Second Floor Extra**				

ANNEXURE- A

FIRST APPLICANT

Name:.....

Son of / Daughter of / Wife of:.....

Date of Birth:

Marital Status : Single ☐ Married ☐

Gender : Male ☐ Female ☐ Other ☐

Nationality:Occupation :

IT PAN No (Mandatory):.....

Aadhar No:.....

Residential Status#: Resident Indian/NRI/PIO/OCI

Phone (Home) (Work).....(Mobile) (Any Other).....

Email ID:.....@.....I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.

Correspondence Address:.....

Permanent Address:..... tick if same as Correspondence Address

SECOND/JOINT APPLICANT

Name:.....

Son of / Daughter of / Wife of:.....

Date of Birth :.....

Marital Status : Single ☐ Married ☐

Gender : Male ☐ Female ☐ Other ☐

Nationality :.....Occupation :

IT PAN No (Mandatory) :.....

Aadhar No:.....

Residential Status# : Resident Indian/NRI/PIO/OCI

Phone (Home) (Work).....(Mobile) (Any Other).....

Email ID:.....@.....I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.

Correspondence Address:.....

Permanent Address:.....tick if same as Correspondence Address

Details of Nominee, if any:

Name of Nominee:Relationship with Applicant:

Date of Birth:..... Occupation:.....

Address:.....

COMPANY AS AN APPLICANT

1.	Name of Company Public/Private/Limited/Listed	
2.	Correspondence Address	
3.	Registered Address Tick if same as Correspondence Address	
4.	Name of the Authorised Person	
5.	Phone	WORK..... MOBILE.....
6.	Email@..... I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.
7.	Company PAN Card (Mandatory)	
8.	GST No. of the Company (If any)	
9.	Corporate Identification Number (CIN)	
10.	Director Identification Number (DIN)	

Note:- Documents to be submitted by the Applicant(s)

- (1) Self attested copy of Address Proof (Any One: Aadhar Card/ Voter Card /Driving License/ Passport).
- (2) Self attested copy of Pan Card / Form 60.
- (3) In case of company Memorandum & Articles of Association of the company and Board Resolution for authorized person with company seal.

The Applicant(s) shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant(s) all communications shall be sent by the Developer to the Applicant(s) whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant(s).

In case of more than one joint applicant, please use the extra sheet enclosed herewith at the end of the docket.

Bank account details for refund [in case of non-allotment of the said Unit or any other reason]

Name of Account Holder.....	Bank Account Number.....
Bank Name.....	Branch Location.....
City.....	MICR Code.....IFSC Code.....

ANNEXURE - A1

1. Details of the Said Unit	Plot No..... Floor.....		
2. Size of the Plot			
3. Carpet Area of the Said Unit ¹ (in sq. mtr. and sq. ft.)			
4. Exclusive Balcony / Plat Form/ Lawn/ Courtyard Area ² (in sq. mtr. and sq. ft.) [if applicable]			
5. Other Areas (Staircase/ External walls/ Mumties etc) (in sq. mtr. and sq. ft.) [if applicable]			
6. Total Covered Area (in sq. mtr. and sq. ft.)			
7. Source of Booking	Direct <input type="checkbox"/>	Channel Partner <input type="checkbox"/>	Sub Source <input type="checkbox"/>
8. Real Estate Agent name (if applicable) and RERA Registration no #	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> a) Name of the Company..... b) RERA Registration Number..... </div> <div style="width: 35%; text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;"></div> c) Seal of the Company </div> </div>		
9. Period of offer of Possession ##			
10. Payment Schedule	Annexure C		
11. Total Consideration of Said Unit	Annexure C		

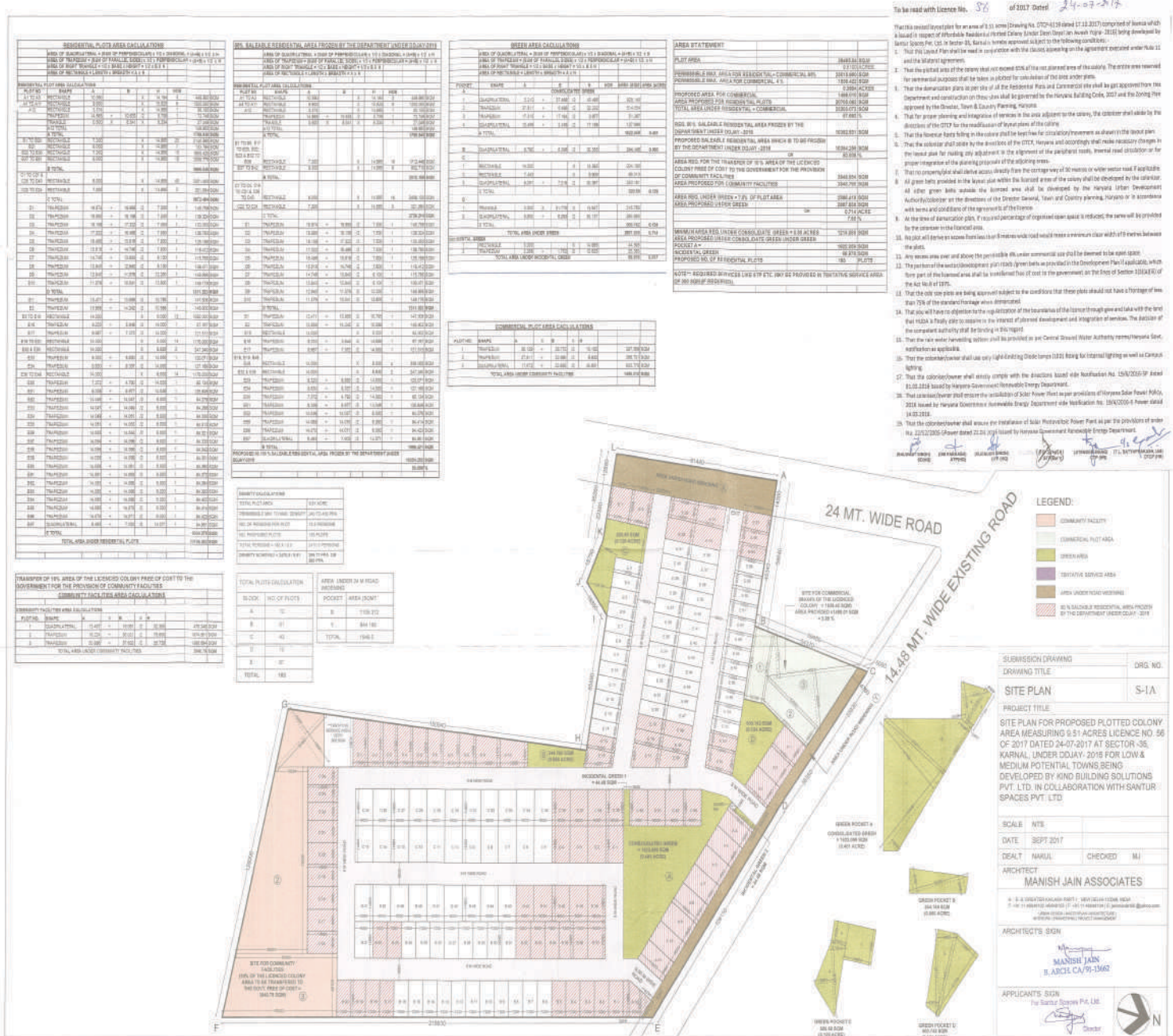
***Area measurement is approximate and subject to variation.**

1. "Carpet Area" means the net usable floor area of an said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area and exclusive open platform, lawn and courtyard area, staircase area but includes the area covered by the internal partition walls of the said Unit.
 2. "Exclusive Balcony /Platform/ Lawn/ Courtyard Area" means the area of the balcony (including the area of the wall of the balcony/ Platform/ Lawn/ Courtyard area), as the case may be, which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Applicant(s).
- # The Developer shall not be liable to the Applicant(s) for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,
- ## Subject to terms and conditions mentioned in the Application Form/ Unit Buyer's Agreement.

LAYOUT PLAN OF THE SAID UNIT

ANNEXURE – B

APPROVED LAYOUT PLAN OF THE SAID LARGER PROPERTY/PROJECT



ANNEXURE – B 1

LAYOUT PLAN SHOWING PROPOSED PHASE WISE DEVELOPMENT



ANNEXURE - C

TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE

Total Sale Consideration Payable:

Particulars	Amount (in Rs.)
Basic Sale Price	
Discount	
PLC	
EDC/IDC	
Total Sale Price	

NOTE :

- Basic Price mentioned above is escalation free and exclusive of Preferential Location Charges (PLC) if applicable, of said unit and/or any other charges.
- The amounts mentioned herein are exclusive of all Taxes, Charges, Levies, Duties, Cess etc., including but not limited to Service Tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local Body Tax, Lease Rentals, External Development Charges, Infrastructure Development Charges like Water, Electricity, Sewerage and Storm Connection Charges and all deposits payable to the concerned authorities and/or all other Direct/ Indirect Taxes/ Duties, Impositions, Stamp Duty, Registration Fees, both present and future, applicable levied by the Central and/or State Government and/or any Local, Public or Statutory Authorities/ Bodies in respect of the said Unit and/or the transaction contemplated herein and/or in respect of the Total Sale Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such Taxes, Levies, Duties, Cesses, charges as decided/quantified by the Developer shall be binding on the Applicants(s).
- Advance Common Area Maintenance charge (CAM), IFMS, firefighting charges and Power backup installation charges and any other facilities (if provided) as applicable shall be paid extra at the time of offer of possession by the Applicant/s. The quantum of such charges as decided/quantified by the Developer shall be binding on the Applicant(s).

SPECIFICATION OF SAID UNIT

Drawing/Dining/Bedroom	
Floor	Vitrified Tiles
Ceiling	Oil Bound Distemper
Walls	Oil Bound Distemper
Kitchen	
Floor	Vitrified/Ceramic Tiles
Wall/Ceiling	Oil Bound Distemper
Dado	Ceramic Tiles 2 Feet above Counter
Counter Top	Indian Granite/Marble with Single Board Stainless Steel Sink
Fixtures & Fittings	ISI standard CP fittings
Balconies	
Floor	Anti Skid / Matt Finish Ceramic Tiles
Railing	MS railing with enamel paint finish
Toilet & Bathroom	
Floor	Anti Skid Ceramic Tiles
Wall	Ceramic tiles till 4 Feet/7 Feet high & Oil Bound distemper
Ceiling	Grid False Ceiling
Fittings & Fixtures	ISI standard CP Fittings, WC & Washbasin
Doors & Windows	
Door Frame	Hard Wood/Red Merandi/ Aluminum Powder Coated
Window Frame	Aluminum Powder Coated
Internal Door Shutter	Main Door: Flush Door with Painted Finish on both sides
External Door	Aluminum Powder Coated
Window	Aluminum Powder Coated
Electrical	
Wiring	Copper Electrical wiring throughout in concealed conduits for light points.
Switches/Socket	ISI Marked/ Modular/ Branded Switches & Sockets
Terrace	Brick Bat Koba/ Water Proofing Treatment
Structure	Earthquake Resistant RCC Framed Structure As per Siesmic Zone IV.
External Development	
Internal Roads	Tremix concrete Road/ Interlocking Blocks
Boundary Wall	RRC/ Brick Wall With laster & External Weather Proof Paint Finish
External Paint	Weather Proof Texture Paint in Buildings.
Power Back Up & Lifts	
No Power Back Up & Lifts	
Water Tank	
Common water Tank with pump house for whole colony and overhead water tank for each floor for adequate supply of water.	
Foundation	
R.C.C isolated and combined footing using m-25 Concrete 1:1:2	
Walls	
9" thick wall in 1:6 cement sand mortar 4.5 " thick wall in 1:4 cement sand mortar with hoop reinforcement.	

* Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize perceptible shade variations, the Developer, shall not to be held liable in any manner whatsoever, for the same.

* For technical reasons or unavailability, equivalent materials may be used in place of the material specified above.

Payment Schedule

Tick one of the following plans as chosen by the Applicant(s):

Construction Linked Payment Plan ☐ Down Payment Plan ☐

Construction Linked Payment Plan		Down Payment Plan	
LINKED STAGES	PAYMENT	STAGES	PAYMENT
On Booking – Earnest Money	10% of BSP	On Booking – Earnest Money	10% of BSP
Within 45 Days of Booking	10% of BSP	Within 60 Days of Booking	80% of BSP
On Commencement of Work	10% of BSP	On Offer of Possession	10% of BSP
On Slab of Ground Floor	10% of BSP + 50% of PLC		
On Slab of First Floor	10% of BSP + 50% of PLC		
On Slab of Second Floor	10% of BSP		
On Commencement of Brick Work	10% of BSP		
On Commencement of Internal Plastering	7.5% of BSP		
On Commencement of External Plastering	7.5% of BSP		
On Commencement of Flooring & Wall Tiles	7.5% of BSP		
On Offer of Possession	7.5% of BSP		

Declaration:

I/We, the Applicant(s) do hereby declare that my/our representation for allotment by the Developer is irrevocable and the above particulars/information given by me/us is true and correct and nothing has been concealed therefrom and all the information furnished herein shall be binding on me/us.

ANNEXURE D

GENERAL TERMS AND CONDITIONS

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant/s with the terms and conditions to be comprehensively set out in the Agreement for Sale and/or conditions as Unit Buyer's Agreement which upon execution shall supersede the terms and conditions set out in this Application and till then the Applicant shall be deemed as an intending Allottee.

1. The Applicant(s) has applied for allotment of the said Unit and is fully aware of all the limitations and obligations of the Developer in relation to and in connection with the development/construction of the said Unit/Project and has also satisfied himself/herself about the arrangements/ title/interest/rights of the Developer in the land on which the said Unit/Project is being developed/constructed and has understood all limitations and/or obligations of the Developer in respect thereof. The Applicant(s) hereby confirms that the Developer has provided an opportunity for investigation of all the documents relating to the development and construction of the said Unit/Project and has answered all his/her queries and on being satisfied, the Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn.
2. The area of the said Unit is tentative and same may have variation. However, the basic sale price of the said unit will remain same/ unaffected; in case the variation in area is up to 3% only. In case of variation in area exceeds 3%, the basic price of the said Unit shall be proportionately increased or reduced, in the ratio of carpet area to original booking price.
3. The Applicant(s) agrees and understands that in addition to Total Price of the said Unit, the Applicant(s) shall be liable to pay:
 - i) all applicable Taxes and Cesses:
 - ii) all Government rates, tax on land, municipal tax, property taxes, wealth tax, any other Taxes and Cesses, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the said unit as the case may be, as assessable or applicable from the date of the Application, in proportion to the carpet area of the said unit , prior to the execution of the Sale Deed.
 - iii) Cost of electric sub-station is not included in the Total Price and shall be payable by the Allottee in addition to price of the said Unit as and when demanded by the Developer. The Allottee shall reimburse to the Developer such sum as may be demanded by the Developer for making arrangement for providing sewer and water connections from the mains laid along the road serving the Independent Floor/ said unit.
 - iv) Stamp duty, Registration charges, legal charges and other Government Charges/fee for registration of the Agreement for Sale and/or Unit Buyer's Agreement and Sale/Conveyance Deed of the said Unit.
4. The Applicant(s) agrees that all levies/ increases may be imposed by the Government of Haryana or any other competent authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the said Unit/Project/Land. The Developer makes it clear that if it is required to pay such levies, interest and other charges etc. in such prospective /retrospective manner from the date of licence(s), then the Developer shall demand, and the Applicant(s) undertakes to pay the same. If such levies/charges or increase thereof is not paid, then the non-payment

of such charges shall be treated as unpaid sale price as per the Application/Agreement and the Developer shall be entitled to cancel the Allotment/Agreement and forfeit the Earnest Money and the balance amount, if any, shall be refunded to the Applicant(s).

5. The Applicant(s) understands and agrees that in case he/she fails to execute the Agreement for Sale and/or Unit Buyer's Agreement or fails to return all the copies duly executed to the Developer within 30 days from the date of communication by the Developer in this regard or withdraw his/her/their allotment in the Project without any fault of the Developer, in that case the Application is liable to be cancelled at the sole discretion of the Developer and the earnest money (i.e., 10% of - the Total Price shall stand forfeited). As such, he/she shall be left with no right or interest or claims in the said Unit applied for; and no compensation, interest or charges shall be paid by the Developer to the Applicant(s).
6. The Developer shall not be responsible towards any third party making payment /remittances on behalf of the Applicant and so third party shall not have any right in the application/allotment of the said Unit applied for herein. The Developer shall issue receipts for payment in favor of the Applicant(s) only.
7. The Applicant(s) agrees that time shall be the essence with respect to the payments to be made by the Applicant(s) including the total price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Developer from time to time and as mentioned in this Application/Agreement.
8. The Applicant(s) has seen and accepted the layout plan, scheme, specifications and has applied for the allotment of the said Unit with the specific knowledge that the plans, specifications measurements, dimensions, location of the said Unit are tentative and are liable to change alteration, modification, revision, addition, deletion substitution or recast by the Developer as It may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration/modification resulting in +/-10% change in the Area of the said Unit or material and significant changes in the specifications, Inter-alia, change in location position of said Unit, change in number or change in its dimension or change in look or boundary, of the said Unit at any time prior to registration of sale Deed, the Applicant(s) will be informed in writing by the Developer of such change and the difference in price of the said Unit to be paid by him or to be refunded to him by the Developer, as the case may be, prior to registration of the Sale Deed. Such demand or refund shall only be paid proportionately in the ratio of carpet area to original booking price.
9. The Applicant(s)/intending Allottee agrees that in case 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 majeure conditions courts indulgence, the Developer she. allotment, is unable to deliver the said Unit to the intending Allottee for his/her occupation and use the intending Allottee agree(s) that the Developer shall be liable only to refund the amounts received from him/her without interest or compensation whatsoever, after deduction of paid brokerage (if any).
10. The Developer shall hand over the said Unit 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 Agreement for Sale and/or Unit Buyer's Agreement in stipulated time. In the event of his/her failure to take over and/or occupy the said Unit within thirty (30) days from the date of intimation in writing by the Developer, then the same shall lie at his/her risk and cost and the

holding charges and/or compensation/interest payable by the intending Allottee to the Developer, shall be the State Bank of India highest marginal cost of lending rate plus two percent as prescribed in the Haryana Real Estate (Regulation and Development) Rules, 2017 vide notification dated 28/04/2017 (the "Rules" herein) and/or any amendment thereto per month for the entire period of such delay. The Developer agrees to give the possession of the said Unit on within 24 months from the signing of the Agreement for Sale and/or Unit Buyer Agreement plus six months grace period. thereafter, subject to force majeure, a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority, Courts indulgence. In case of delay, the compensation/interest payable by the Developer to the intending Allottee, shall be the State Bank of India highest marginal cost of lending rate plus two percent as prescribed in the Rules and/or any amendment thereto of such chitty. The adjustment of holding charges or compensation shall be done at the time of conveyance of the said Unit and not earlier. The holding charges shall be a distinct charge in addition to maintenance charges and not related to any other charge as provided in this Application and Agreement for Sale and/or Unit Buyers Agreement.

11. The Maintenance, upkeep, repairs and common services etc of the Protect shall be managed by the Developer or its nominated Maintenance Agency. The advance common area maintenance chargers shall be paid extra, as may be determined by the Developer. The Intending Allottee agrees and undertakes to execute a separate maintenance agreement with the Developer or its nominated Maintenance agency.
12. It shall be incumbent on the intending Allottee to comply with the terms of payment and/or other terms and conditions of the Agreement for Sale and/or Unit Buyers Agreement failing which the Developer will be entitled to cancel the allotment of the said Unit and refund the amount after deducting earnest money and in the event of cancellation of allotment the intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Unit. The Developer shall thereafter be free to resell and/or deal with the said Unit in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the booking amount/earnest money would be refunded to the intending Allottee by the Developer in terms of the Agreement for Sale, without any interest or compensation of whatsoever nature. The Developer shall have the first lien and charge on the said Unit for all its dues payable by the intending Allottee to the Developer. Without prejudice to the Developer's aforesaid rights the Developer may at its sole discretion waive the breach by the intending Allottee in not making payments as per the opted payment plan, subject to the condition that the intending Allottee shall pay the interest from the due date at rate of interest prescribed in the State Bank of India highest marginal cost of lending rate plus two percent and/or any amendment thereto. However, any such waiver shall not imply the waiver of the forfeiture clause.
13. That in case the intending Allottee at any time, desires for withdrawal or cancellation of the booking /allotment, in such a case the Developer herein is entitled to forfeit the earnest amount paid for the allotment and the balance amount will be refunded by the Developer to the intending allottee in term of the Agreement for Sale and/or Unit Buyer's Agreement.
14. The Developer 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 Developer may levy. The intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such nominations/assignment. In case, the Allottee transfers/assign his/her said Unit to any third person then in that case the transfer/administrative charges will be charged by the Developer, as decided by the Developer.

15. That the intending Allottee is aware that the Developer may have to raise loan from Financial Institutions/Banks for the Development of the Project and for this purpose may have to create a charge. The intending Allottee shall have no objection in case the Developer creates a charge on the Project land during the course of development of the Project, for raising loan from any bank/ financial institution However, such charges, if created, shall be got vacated before handing over possession of the said Unit to the intending Allottee.
16. That in case, the intending Allottee wishes to avail loan for payment of consideration against the said Unit from his/her employer or any financial institution/bank, in that case, the Developer may co-operate with the intending Allottee during the financial process, however, the entire responsibility of getting sanctioning and disbursement of loan amount as per the opted payment plan, shall be exclusively of the intending Allottee. The Developer shall not assure or give any type of guarantee with respect to the sanctioning/disbursement of the said loan. In the event of failure of loan sanctioning or delay in disbursement, the intending Allottee shall ensure the timely payment to the Developer as per the payment plan, failure of which the discount offered, if any to the Allottee shall stand forfeited and the intending Allottee shall be liable to pay interest for the period of delay apart from the Developer's right to cancel the booking.
17. The intending Allottee shall inform the Developer in writing of any change in the mailing address mentioned in this Application; falling which all demands, notices etc. by the Developer shall be mailed at 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 only to the first named Allottee in this Application.
18. The intending Allottee having NRI/POI status or being foreign nationals shall be solely responsible to comply with the necessary law, rules and formalities as laid down in Foreign Exchange Management Act, 1999; and/or any other statutory provisions governing this type of transaction which may, inter-alia, involve remittance of payments/considerations and acquisition of immovable assets in India. In case, any such permission is ever refused or subsequently found lacking by any statutory authority/Developer, the amount paid by the intending Allottee shall be refunded as per terms and conditions of the Application Form/Unit Buyer's Agreement, without any interest or compensation and the allotment shall stand cancelled forthwith. The intending Allottee agrees that the Developer shall not be liable in any manner on such account.
19. If any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee(s), the earnest money deposited by the Allottee shall be forfeited and the said allotment shall stand automatically cancelled. The Developer shall also be entitled to initiate legal action for such misrepresentation/concealment/suppression of material facts against the intending Allottee for the same.
20. That if the intending Allottee has to pay commission or brokerage to any person for services rendered by such person to him/her whether in India or outside India for acquiring the said Unit for the intending Allottee, the Developer shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of total consideration agreed to be payable to the Developer for the said Unit.
21. That the intending Allottee understands that the provisional and/or final allotment of the said Unit is entirely at the compliance of the terms of the Agreement for Sale.

22. The intending Allottee understands that this Application is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the said Unit to anybody or altogether decide to put at abeyance the Project itself, for which the intending Allottee shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and the booking amount(s) if any received by the Developer shall be refunded to the intending Allottee without any interest.
23. The intending Allottee agree(s) that the Developer shall have the right to transfer ownership of the said project in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, Association or agency by way of sale/disposal/or any other arrangement as may be decided by the Developer in compliance of the provisions of the Applicable Act and Rules thereto.
24. The intending Allottee(s) shall indemnify and keep the Developer, its agent, officials, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the intending Allottee as mentioned in the Application and Agreement.
25. The intending Allottee agrees that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the intending Allottee and the Developer, it shall be referred to a Sole Arbitrator mutually appointed by the parties. The arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force and shall be conducted in English language at New Delhi.
26. Subject to Arbitration clause above, the Courts/Tribunals/Commissions/Consumer Forums at New Delhi only shall have exclusive Jurisdiction in all matters arising out of/touching and/or concerning this transaction/Application.
27. The Developer is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations of its own.

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agree to abide by the same. The Applicant(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint him/her with the terms and conditions as comprehensively set out in the Agreement for Sale and/or Unit Buyers Agreement which shall supersede the terms and conditions set out in this Application. The Applicant(s) is/are fully conscious that it is not incumbent on the part of the Developer to send me/us reminders/notices in respect of my/our obligations as set out in this Application and/or Agreement for Sale and/or Unit Buyers Agreement and the Applicant(s) shall be fully liable for any consequences in respect of defaults committed by him/her in not abiding by the terms and conditions contained in this Application and/or Agreement for Sale and/or Unit Buyers Agreement. The Applicant(s) has sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, the Applicant(s) has now signed this Application Form and paid the money thereof fully conscious of his/her liabilities and obligations including forfeiture of earnest money as may be imposed upon the Applicant(s). The Applicant(s) further undertake and assure the Developer that in the event of cancellation of his/her provisional and/or final allotment either by way of forfeiture or refund of his/her money or in any manner whatsoever including but not limited to as set out in the term and conditions provided in this Application, the Applicant(s) shall be left with no right, title, interest or lien on the said unit applied for and provisionally and/or finally allotted to him in any manner whatsoever.

Place:.....

Date:.....



AVAIL BENEFITS UNDER PRADAHAN MANTRI AWAS YOJANA(PMAY*) CREDIT LINK SUBSIDY SCHEME
OWN A HOME AND SAVE UPTO ₹ 2.67 LACS AND INTEREST SUBSIDY UPTO 6.5% PER ANNUM.

*PMAY subsidy scheme is dependent upon eligibility of each applicant and subject to discretion and byelaws of banks and financial institution only.



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