

HCBS Auroville Plaza 103

First
Applicant
Photo

Second
Applicant
Photo

APPLICATION FORM

For Booking of Commercial Unit in "HCBS Auroville Plaza sector 103 Gurugram, Haryana.

To,
HCBS Developments Ltd.
Corp. Office: Unit 69-70, MGF
Metropolis, MG Road, Gurugram
Haryana

Date: _____

Dear Sir,

I/We request that a commercial unit may be allotted to me/us in the commercial complex namely "HCBS Auroville Plaza 103" at HCBS Auroville Affordable Group Housing spread over an area admeasuring 8.75 acres, Sector 103, Gurugram, Haryana being developed by HCBS Developments Limited (herein referred to as the Company) after obtaining licence to develop vide License No. 2 of 2021 from Director Town & Country Planning Haryana, Building plan approved on ZP-1460/SD(DK)/2021 /17720, HRERA Reg. No.: 67 OF 2021 DATED 12.10.2021.

I/We agree and accept to abide by all the terms and conditions attached to this Application Form and also agree to sign and execute the Allotment Letter and the Agreement of Sale containing, amongst the others, standard terms and conditions, contents whereof have been read and understood by me/us and I/we agree to abide by them.

I/We remit herewith a sum of Rs. _____ (Rupees. _____) Vide Bank Draft / Cheque No _____ dated _____ drawn on _____ being the earnest money towards booking. I/We agree that upon my/our request for cancellation without fault of the Company, Earnest Money would be forfeited.

I/We further agree and accept to pay all the installments and any other additional charges, as due as per the Payment Plan opted by me/us, as per the Price List and / or as stipulated / demanded by the company from time to time, failing which the allotment of the shop would be canceled and Earnest Money (which is 10% of the total cost of shop/unit booked together with the interest on unpaid installments and interest on delayed payments) shall be recovered and remaining due, if any would be refunded as per clause No-8 of Terms and conditions.

My/our particulars are being given here below

1. First applicant(s) Mr./Mrs./Ms./M/s. _____
S/o D/o W/o _____
Communication Address _____
Permanent Address _____
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Nationality. _____
Office Contact No. _____ Mobile Contact No. _____
Alternate Mobile No. _____ Residential Landline No. _____
E-mail: _____

Date of Birth (Optional) _____ Date of Marriage Anniversary (Optional) _____

Alternate E-mail Id _____

Pan Card No. _____ Aadhaar No. _____

2. Second applicant(s) Mr./Mrs./Ms./M/s. _____

S/o D/o W/o _____

Communication Address _____

Permanent Address _____

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Nationality. _____

Office Contact No. _____ Mobile Contact No. _____

Alternate Mobile No. _____ Residential Landline No. _____

E-mail: _____

Date of Birth (Optional) _____ Date of Marriage Anniversary (Optional) _____

Alternate E-mail Id _____

Pan Card No. _____ Aadhaar No. _____

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3. Details of Retail Complex

(i.) Details of Shop

The Shop No. _____

on Floor _____

measuring _____ sq. ft. of Super Area

and _____ sq. ft. of Carpet Area

4. I / We the above applicant(s) do, hereby, declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter / Agreement to sell, the terms and conditions whereof shall ipso-facto to be applicable to my / our legal heirs and / or successors as the case may be.

5. I / We (applicant(s)) undertake to inform the Company in writing of any change in my / our address or in any other Particular/information, given above, till the execution and registration of the conveyance / sale deed of the allotted shop, if allotted, is done in my/our name(s) failing which the particulars available in the application form shall be deemed to be correct and all the letters or any kind of communication sent at the aforesaid given address by the Company, shall be deemed to have been received by me/us and shall not be subject to any dispute of any nature whatsoever. All cost/ Expense till the execution and registration of the conveyance / sale deed shall be borne by the applicant(s).

Signature of applicant(s)

Signature of Second Applicant(s), If Any

Place: _____

Date: _____

Note:

(i) All Cheques / Drafts are to be made in favour of "HCBS DEVELOPMENTS LTD AUROVILLE COLLECTION RERA ACCOUNT, payable at Gurugram only.

The Payment could also be remitted through RTGS/NEFT and the relevant details of the company Bank account is as under: -

ACCOUNT NAME: HCBS DEVELOPMENTS LTD AUROVILLE COLLECTION RERA ACCOUNT

ACCOUNT NO.: 0240 7250 0000 177, BANK NAME: YES BANK LIMITED, IFSC CODE: YESB0000240,

BRANCH CODE : 000240, BRANCH ADDRESS : Vatika City Point, MG Road, Gurugram

In case the Cheque is dishonoured due to any reason what-so-ever, the allotment, if any, would stand cancelled forthwith and the company would not be under any obligation to give any intimation of any kind to the applicant(s) and the applicant(s) would lose all his rights instantly in the allotted shop.

(ii) All amounts received from applicant(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency accounts only.

(iii) Application shall be considered to be incomplete if not accompanied by photographs of applicant(s) and other documents as required.

(iv) No amount whatsoever has to be paid in cash directly or indirectly either to the Company or its Employee(s) or its Agent(s) etc

(v) Applicant(s) has to specify its name, application number, allotted unit if any, address and project name on the back side of cheque/ demand draft etc and the Company shall be deemed to have accepted such cheque/demand draft etc only after realization thereof.

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Total No. of applicant(s).

_____ Type of Bank Accounts
(Saving / Current / NRE / NRO / Foreign Nationals) _____ Special Instructions:

1 _____

2 _____

3 _____

Booked by

Name of the Team Member _____

Sales Head Signature _____

Checked by _____

Approved by _____

Date of Submission of the Application Form: _____

BASIC TERMS AND CONDITIONS

1. The applicant(s) has applied for allotment of Shop in HCBS Auroville Plaza 103* at HCBS Auroville Affordable Group Housing IN Sector 103, Gurugram, Haryana being developed by HCBS Developments Limited with full knowledge of Laws, Notifications, rules as applicable.
2. The applicant(s) has fully satisfied himself/herself/itself about the interest and title of the Company in the land of the present project.
3. The applicant(s) has fully examined and have satisfied himself about the nature of rights, title and interest of the Company in the said project, which is being developed/ constructed by the Company as per the prevailing bye-laws/ guidelines of the Director, Town & Country Planning (DTCP), Chandigarh, Haryana, and / or any other concerned authority and has fully understood all limitations and obligations in this context thereof. The applicant(s) further agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP, Chandigarh, Haryana, and/or by any other authorities in this regard, to the Company.
4. All the applicable Govt charges, rates, tax or taxes, statutory levies whatever name called payable in relation to land, sale of the Commercial Complex including but not limited to GST, Levies, Cess etc. whether levied now or in future, imposed by the Government or any other Statutory Authorities, shall be payable on Demand and the applicant(s) agree, accept to make said payments timely without any dispute. If such charges, taxes are not assessed separately, the same shall be paid by applicant(s) on the basis as demanded by the Company. In the event of any increase in such charges, taxes, levies or in the event of introduction of any other / fresh levy/ Taxes / charges by the Govt./authority(s); the difference so calculated shall be payable whether prospectively or retrospectively and even after the Conveyance/ Sale Deed has been executed, then these charges/taxes/ shall be solely paid by the applicant(s) and upon failure to pay such charges/demands the same shall be treated as unpaid sale price of the Shop and the Company shall have the lien on the Shop of the applicant(s) for recovery of such charges/taxes/levies. This clause shall survive post execution of the Conveyance/Sale Deed to be executed between the Company and applicant(s). The applicant(s) have fully understood this clause and have agreed and accepted.
5. The applicant(s) hereby agree and accepts to make timely payment of such the demands as and when raised by the company.
6. The Allotment made by the Company shall be deemed to be provisional and the Company shall have the right to create suitable alterations in the layout plan, after complying the Real Estate Act 2016. Such alterations may include change in the Area, Layout Plan, Floors, Block and number of the Shops, number of towers, and increase / decrease in the area of Shops. That the opinion of Company's Architect on such changes will be final and binding on applicant(s). Further, if there is any increase / decrease in the Carpet Area of the Shop or in case if a Shop becomes preferentially located, Basic Unit Cost (BUC) shall be payable / adjustable at the original rate at which such Shop / Shop(s) has been requested for allotment.
The applicant(s) hereby agree and unconditionally accept the area increase/ decrease and undertakes to make due payments if any and would accept the adjustments upon decrease if any, unconditionally without any dispute of any nature whatsoever.
7. The applicant(s) shall before taking possession of Shop(s), must clear all the dues towards the shop and have the Conveyance Deed against the allotted shop(s) executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses.
8. Earnest money shall mean 10% of the total cost of shop/unit booked together with the interest on unpaid installments and interest on delayed payments. In case applicant(s), at any time opts for cancellation of the allotment, the Company would cancel such Allotment after forfeiting 10% of the total cost of the shop/unit together with the interest on unpaid installments and interest on delayed payments, constituting the Earnest Money, and invoiced tax(es); thereafter the balance if any would be refunded. Applicant(s) hereby accepts and authorizes the Company to forfeit, out of the amounts paid/payable by it, the earnest money as aforementioned together with the processing fee, any interest due or payable, any other amount of a non-refundable nature in the event of the failure of applicant(s) to perform its obligations or fulfill all the terms and conditions mentioned in the application form/ Agreement of sale and User Charges cum Operating Cost Agreement and such other documents as may be required by the Company to be executed by the applicant(s) or in the event of failure of the applicant(s) to sign and return the Agreement of Sale/conveyance deed etc in its original form to the Company within Seven days from the date of its receipt by the applicant(s) and further not being turned up for registration of the said Agreement of Sale/conveyance deed etc within 7 days from date of request to do so.
9. The applicant(s) shall use/cause to be used the said shop for commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the shop and forfeiture of the earnest money.
10. Timely payment of instalments of total sale price and allied charges pertaining to the shop is the essence of the terms of the allotment. However, in the event of breach of any of the terms and conditions of the allotment by the applicant(s), the allotment will be cancelled at the discretion of the Company and the applicable amount shall stand forfeited. The balance amount shall be refunded to the applicant(s).
11. The applicant(s) shall get his / her / their complete address registered with the Company at the time of submitting the Application Form requesting the Allotment and it shall be his / her / their responsibility to inform the Company in writing by Registered AD letter for any change in their Mailing or Permanent Address. If he fails to do so then failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. All interest accrued during such delay would be borne by applicant(s) and applicant(s) Agree and accept to pay for such accrued interest.
12. The applicant(s) undertakes to abide by all Bye laws, laws, rules and regulations including the Shops and Commercial Establishment Act applicable in the state of Haryana, or any other law as may be made applicable to the said Shop Complex. Any lapses on account of this if results in any financial implications that would be to applicant's account.
13. Loans from financial institutions to finance the said shop may be availed by the applicant(s). However, if a particular Institution / Bank refuses to extend financial assistance on any ground; the applicant(s) shall not make such refusal an excuse for non-payment of further instalments / dues. In case there is delay in processing the Loan from the bank side due to any reason what-so-ever and consequently the payments of instalments are delayed by the applicant(s) to the company the applicant(s) agrees and accept to make the payment of accrued interest to the company, unconditionally.
14. The applicant(s) shall have no objection in case the Company 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 charge, if created, shall get vacated before handing over possession of the shop to the applicant(s).
15. The applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said shop and Commercial Complex.
16. Detailed terms and conditions shall form integral part of the Agreement of sale which the applicant(s) shall execute.
17. To settle any confusion regarding any matter herein or anything being not covered / clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Allotment Letter/ Agreement of sale, the terms whereof have been seen, read and understood/accepted by the applicant(s).
18. In case there are joint applicant(s), all communications shall be sent by the Company to the applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s).
19. In case there are joint applicant(s), all communications shall be sent by the Company only to the applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s). All the applicant(s) agrees and accepts.
20. If any misrepresentation / concealment / suppression of material facts are found to be made by the applicant(s) / (s), the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant(s) shall be liable for such misrepresentation / concealment / suppression of material facts in all respect.
21. The Courts at Gurugram alone shall have jurisdiction in case of any dispute.
22. Flooring in mix design of marble, granite and tile. Accordingly variations in shade and/ or size and/or colour and/or design of the tiles, motifs, mica etc may occur.

PAYMENT PLANS FOR HCBS AUROVILLE PLAZA**POSSESSION LINK PAYMENT PLAN [PLP]**

On Booking	3 Lakhs
Within 30 days	30% of BSP+ EDC/IDC + PLC Less 3 Lakhs Simultaneously BBA has to be executed
After 18 month of Booking/Completion of Super Structure (Whichever is earlier)	35% of BSP + EDC/IDC + PLC
On Application of OC	30% of BSP + EDC/IDC + PLC
On Possession	5% of BSP + EDC/IDC + PLC

PAYMENT PLANS FOR HCBS AUROVILLE PLAZA**50:50 PAYMENT PLAN**

On Booking	3 Lakhs
Within 30 days	50% of BSP+ EDC/IDC + PLC Less 3 Lakhs Simultaneously BBA has to be executed
On Offer of Possession	50% of BSP + EDC/IDC + PLC

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PARTICULARS	AMOUNT(₹)	REMARKS
A. Basic sale price (BSP)	₹ _____	
B. Additional charges (1)		
EDC / IDC Charges (ii)	₹ _____	
Others(if any)	₹ _____	
C. PLC	₹ _____	

TOTAL (A+B+C) _____

Amount in Words: _____

GST & and any other Govt. Tax, levy, cess as applicable

"Price on carpet area basis"