

JTPL TOWNSHIPS PVT LTD.

Regd. Office:- JTPL HOUSE, F-82, SHIVAJI PLACE, DISTRICT CENTRE, RAJOURI GARDEN, NEW DELHI-27

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ELECTRONIC APPLICATION FOR REGISTRATION OF FLOORS IN JTPL CITY MOHALI

Ref. No. **JTPL/RDF/**_____

From:

Date : _____

Signed Photo of Sole/ First Applicant

Signed Photo of Joint/ Second Applicant

Applicant 1: _____

Applicant 2: _____

Father's/ Husband's Name: _____

Father's/ Husband's Name: _____

Address: _____

Address: _____

E-Mail Address: _____

E-Mail Address: _____

Phone No. : _____

Phone No. : _____

Mobile No. : _____

Mobile No. : _____

Date of Birth : _____

Date of Birth : _____

Dear Sir,

I /we wish to book a Floor measuring 1087 Sq.Ft. on 180 Sq.Yds plot ☐ / 1177 Sq.Ft. on 195 Sq.Yds. Plot ☐ / 1579 Sq.Ft. on 277.33 sq.yds Plot ☐ in your project, JTPL CITY MOHALI, subject to the terms and conditions attached herewith and as per the preferences given below:

First Preference: Ground ☐ First ☐ Second ☐

Second Preference: Ground ☐ First ☐ Second ☐

Third Preference: Ground ☐ First ☐ Second ☐

I/We am/are making the payment in the name of "JTPL TOWNSHIPS PVT LTD" as Registration Amount as per details given below:

Amount (Rs.) _____ in words (Rupees _____)

Cheque /DD/PO No. _____ Dated _____

Drawn on _____

Residential Status: I/We am/are a Resident / Non-Resident Indian.

I/we am/are Income Tax Assessee Vide:

Sole /First Applicant's PAN No. _____ City _____

Second Applicant's PAN No. _____ City _____

Payment Plan Opted: Down Payment Plan / Installment Plan

DECLARATION:

I/We the Applicant(s) do hereby solemnly affirm and declare that the above mentioned particulars/information given by me is correct and true and nothing has been concealed therefrom.

(Signature of Sole/ First Applicant)

(Signature of Second/ Joint Applicant)

Date:

Place:

Terms and conditions are attached herewith:-

GENERAL TERMS AND CONDITIONS FOR ELECTRONIC REGISTRATION OF FLOORS IN JTPL CITY MOHALI

1. The Registrant(s) has/have applied for allotment of a Floor constructed on a plot of land, with full knowledge and subject to all the laws/ notification and rules applicable to this area in general which have been explained by the Company and understood by Registrant(s).
2. The Registrant(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the company in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof. There remains no requirement for more investigation or objection by the Registrant(s) in this respect.
3. The Registrant(s) has/have inspected and understood the plans, designs, specifications which are tentative and agrees that the company may effect such alteration, addition/deletion/variation and modification therein as it may in its sole discretion deem appropriate and fit or as may be done by any competent authority and Registrant(s) has no objection to such alteration/addition/deletion/variation and modification.
4. The Registrant(s) has/have understood that independent Residential Designer Floors shall be constructed on a plot of land and the same shall be sold as Ground Floor, First Floor and Second Floor. The floor Allottees of First and Second Floor shall have exclusive use of Balconies of their respective residential floors. Second Floor Allottee shall have a right to use approximately 60% of the total area of terrace above the second floor whereas the remaining 40% of the terrace above the second floor and the entrance from the main road to the respective floors as well as passages, stairs and corridors, over head and under ground water tanks and other common facilities, if any, of the residential floors shall be used and maintained jointly by the floor Allottee(s). Further no construction shall be made on Top Floor terrace, whether temporary or permanent.
5. The Registrant(s) agrees that the area of the booked/allotted floor is on the basis of super area (covered area inclusive of proportionate common area). The Registrant(s) also agree to make all payments through demand drafts/ cheques drawn upon and payable at Delhi/ Chandigarh only. It is understood by the registrant that they shall have exclusive possession and ownership of the allotted area.
6. That apart from the price of the floor, the individual Allottee(s) shall pay equally on proportionate basis the EDC , IDC or any such charges as levied and applicable from time to time and shall be borne by the Registrant(s), to be paid through the company to the authorities.
7. The Registrant(s) agrees to reimburse to the company and to pay on demand all taxes, levies or assessment whether levied or leviable in future, on land and/or building as the case may be, from the date of allotment.
8. The company and Registrant(s) hereby agree that the amount paid with the application and in installments as the case may be to the extent of 20% of the basic sale price of the floor shall collectively constitute the earnest money.
9. If the Registrant(s) opts for any preferentially located Floor i.e. Corner Plots, Park Facing Plots, Wide Roads facing Plots, the registrant(s) shall be liable to pay such additional charges as fixed by the company for such Floor.
10. The timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Registrant(s) to comply with the terms of payment and other terms and conditions of sale failing which the Registrant(s) shall have to pay interest @18% per annum on the delayed payments and the company reserves its right to cancel the allotment and forfeit the earnest money in event of irregular/ delayed payments/ non fulfillment of terms of payment at the discretion of the company.
11. The company shall endeavour to give the possession of the floor on receipt of all payments as per installment plans from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan to the Registrant(s) within 30 months from the date of allotment subject to force majeure circumstances which inter alia include delay on account of non availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the company, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice order, rule or notification of the government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid events the company shall be entitled to a reasonable extension of time.

12. The Registrant(s) shall be under obligation to pay necessary charges including security deposit for maintaining and keeping the complex and providing the various services as determined by the company or its nominated agency and as and when determined by the company or its nominee. The said charges are leviable at monthly basis and shall be paid by the registrant as and when demanded.
13. That in addition to the payment of maintenance charges, Allottee(s) of each floor shall get deposited Interest Free Maintenance Security (IFMS) of Rs.85/- sq. yard of area of the plot on which the floor is constructed. However on formation of the "Association of Residents" the residual fund available in this account shall be remitted to the association by the company.
14. The Registrant(s) shall pay Rs.25,000/- towards Club Membership and Registration Charges (CMRC) as per payment plan annexed, charges towards Club Membership are mandatory to be paid and to be used by the Group housing, benefitting all the Allottees.
15. The Registrant(s) shall pay Rs.60,000/- against each unit for allotment of Car Parking as per payment plan annexed, charges towards Car Parking are mandatory to be paid by the Allottee(s).
16. The Registrants(s) agrees and have understood that the present application and the allotment of the Floor are limited and confined in its scope only to the said floor and common services.
17. The Sale-Deed shall be executed and registered in the name of the Registrant(s) within the reasonable time after the completion of development work/construction of the floor and after receipt from Allottee full price and other related charges. Cost of Stamp-Duty and registration/Mutation documentation charges etc. as applicable will be extra and shall be born by the Registrant(s). The Registrant(s) shall pay, as and when demanded by the company Stamp Duty and Registration Charges/ Mutation Charges and all other incidental and legal expenses for execution and registration of Sale Deed/ Mutation of the unit in favour of the Registrant(s).
18. The Registrant(s) may at its option raise finances or a loan for purchase of the Floor. However responsibility of getting the loan sanctioned and disbursed as per company's payment schedule shall rest exclusively with the Allottee(s). In the event of the Allottee's loan not being sanctioned or delayed due to reasons whatsoever, the payment of the company as per payment plan opted shall not be delayed by the Allottee(s).
19. If for any reason the company is not in a position to allot the floor applied for, the company at its discretion may either offer allotment of an alternative property or refund of the amount deposited. However it is understood by the Registrant(s) that he shall not be entitled for any damages or compensation on this account or incidental thereto. In case company retains the Registration Amount beyond six months, the company shall refund the amount with interest @8% p.a. for the amount retained beyond six months period.
20. The possession of the said floor as far as possible shall be handed over to the Allottee(s) within 60 Days of issuance of Possession Letter by the company. In case the Allottee(s) fails to take over actual physical possession of the said floor within 60 days of issuance of possession Letter or fails to clear his/her final dues within 30 days of issuance of Notice of Possession, the Registrant(s) shall be deemed to have taken possession of the said floor and holding charges @Rs.10/- per sq. ft per month of the saleable area of the floor and maintenance charges, as determined by the company/ maintenance agency, shall also be payable by the Allottee(s) from the date of Offer of Possession of the Floor till all dues are cleared and possession is transferred to the Allottee(s).
21. The company shall have the first lien and charge on the said unit for all its dues and other sums payable by the Registrant(s) to the company, which remains unpaid.
22. In case the refund is sought by the Allottee(s) after acceptance of application/ registration and before allotment, the amount shall be refunded only after forfeiting 5% of the total sale price of the unit out of the amount deposited, being the processing charges.
23. The Buyers Agreement shall be executed between the parties at the time of allotment subject to the variation in site plan due to change in the layout plan, on separate Terms and Conditions which are in consonance and in addition to the terms and conditions mentioned herein.

24. In case the Application for Registration is made with the reference of any agent, the Registrant(s) is liable to obtain No Objection Certificate (NOC) from such agent for allowing refund to such Registrant(s).
25. In the event of Registrant(s) cancels after intimation of allotment or infringes the terms and conditions of allotment or surrenders the floor allotted, the refund shall be subject to forfeiture of the earnest money deposited i.e.20% of the basic sale price of the unit and the company shall be entitled to adjust the same from the amount deposited by the Registrant(s).
26. Unless the Conveyance Deed is executed and registered, the company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this Agreement shall not give to the Allottee(s) any right or title or interest therein.
27. The Allottee(s) shall not use the premises for any activity other than the allotted for. In contravention the allotment is liable to be declared void ab initio.
28. In case there are Joint Registrant(s) all communication shall be sent by the company to the Registrant whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the Registrant(s) and no separate communication shall be necessary to the other named Registrant(s). The Registrant(s) has/have agreed to the conditions of the company.
29. All disputes and differences of any kind whatever arising out of or in connection with the Agreement shall be determined and referred to Arbitration. Arbitrator shall be appointed by the Company to act as Sole Arbitrator whose decision shall be final and binding on both the parties having dispute of any kind related with the said agreement. Both the parties have no objection to the appointment of the Arbitrator by the company. The Arbitration proceedings shall be carried out under the Arbitration and Conciliation Act, 1996 only.
30. That any dispute arising out of this agreement/ understanding shall be subject to the Jurisdiction of Delhi Courts only.
31. That the all terms and conditions are subject to the terms of license as well as Govt. policies from time to time and can be varied at the discretion of the company.

I/we declare that the above mentioned terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

SIGNATURE OF SOLE/ FIRST APPLICANT

SIGNATURE OF JOINT/ SECOND APPLICANT(S)

DATE:-
PLACE:-