



Beyond Any Thought



Common Application Form

Stallion Realcon Pvt. Ltd.

C-7/1, Ground Floor, DDA Flats, Pocket-8, Sector-23B, Dwarka, New Delhi-77, Call: 011-6555-6055
E-mail:- info@stallionrealcon.com, Website: www.stallionrealcon.com

M/s. STALLION REALCON PVT. LTD.

C-7/1, Ground Floor, DDA Flats,
Pocket-8, Sector-23B, Dwarka,
New Delhi-77

Dear Sirs,

I/We, have been examined the tentative plan of the Residential/Commercial scheme of Project "_____", to be developed by M/s. STALLION REALCON PVT. LTD. (hereinafter referred to as "the Company") situated at _____ hereby apply for the allotment of a plot in "_____".

I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, 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 as a part of earnest money for allotment of a "_____".

I/We further agree to pay the installments and additional charges as per the Standard Payment Terms as mentioned in this application form, separately or as stipulated/demanded by the Company, failing which the allotment will be cancelled and the earnest money and other sums as specified in Clause 5 & 6 of the terms and conditions of this Application Form shall be forfeited by the Company. My/Our particulars are given below:

First Applicant Mr./ Mrs./ Ms:			Please affix most recent colour photograph 30mm x 40 mm Sign across the photograph
Son / Wife / Daughter of Mr:			
Date of Birth:			
Company/Firm Name:			
Residential Address :			
Office Address :			
Tel: Resi:	Off:	Mobile:	Signature
Email:			
Marital Status :			

Second Applicant Mr./ Mrs./ Ms:			Please affix most recent colour photograph 30mm x 40 mm Sign across the photograph
Son / Wife / Daughter of Mr:			
Date of Birth:	Profession:		
Company/Firm Name:			
Residential Address :			
Office Address :			
Tel: Resi:	Off:	Mobile:	Signature
Email:			
Marital Status :			

FOR OFFICE USE ONLY

Details of Residential/Commercial Plot: -

Particulars	Details	Amount
A. Basic Sale Price (BSP)	@ Rs...../- per Sq. mtr./ ft. / yds.	
B. Additional Charges	@ Rs...../- per Sq. mtr./ ft. / yds.	
(i). Preferred Location Charges (PLC)	@ Rs...../- per Sq. mtr./ ft. / yds.	
(ii). External Development Charges (EDC)	@ Rs...../- per Sq. mtr./ ft. / yds.	
(iii). Membership Fee (if any)	@ Rs...../- per Sq. mtr./ ft. / yds.	
(iv). Others (if any)	@ Rs...../- per Sq. mtr./ ft. / yds.	
Total (A+B) :		

Payment Option	Down Payment Plan <input type="checkbox"/>	Installment Linked Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>
Dealer Details		
	Name	Signature with Stamp

Name of Applicants

Date _____

Signature of Applicants

Place _____

Application must be accompanied by the following documents:

- PAN Card Copy: - duly self attested
- Proof of Identity* (Please submit ANY ONE of the following valid documents)
Passport/ Driving License/ Voter Identity Card/ Ration Card/ Pan Card or any other Identity Card issued by the Central or State Govt.
- Proof of Address* (Please submit ANY ONE of the following valid documents) Latest Telephone Bill/ Latest Electricity Bill/ Passport/ Driving License/ Latest Bank Passbook/ Latest Bank Account Statement/ Voter Identity Card/ Ration Card

Acknowledgement

Received with thanks from Mr./ Mrs./ Ms. _____ an application for Booking in Project _____, Block No. _____ Plot No. _____ along with advance booking amount of Rs. _____ (Rupees _____) vide cash/ Cheque No. _____ dated _____ drawn on _____ payable at _____.

Note:-

- 1.All cheque/ drafts must be made in favour of "**Stallion Realcon Pvt. Ltd.**" payable at New Delhi.
- 2.If the payment has been made other than in cash, this receipt is conditional and upon credit in company's account post clearance of the instrument/ facility including electronic mode.

Sign & Seal

BASIC TERMS AND CONDITIONS

- 1.The applicant has applied for allotment of Residential/ commercial Plot under _____ Scheme to be developed and constructed by the company Project named as _____ (said Project) by M/s Stallion Realcon Pvt. Ltd. (hereinafter referred to as 'the Company) situated at 1103, Kirti Shikhar, District Centre, Janakpuri, New Delhi – 110058.
- 2.The allotment of the residential/ commercial plot under this scheme is entirely at the discretion of the Company. The allotment of the said residential/ commercial plot shall be provisional and the allotment shall remain provisional till such time as the Allotment Letter is unconditionally executed by the applicant and returned to the Company which has been read and understood by the applicant/intending allottee.
- 3.The applicant/intending allottee has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed by the Company as per the prevailing byelaws/guidelines of authority and has further understood all limitations and obligations in respect thereof. The applicant/intending allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by authorities in this regard to the Company.
- 4.The applicant/intending allottee has examined the tentative plans, designs, and specifications of the residential/ commercial plot and has agreed that the Company may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location of the residential/ commercial plot, change in its dimensions or area, etc. The applicant/intending allottee agrees that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the residential/ commercial plot will be applicable on the changed area in case of refund or demand.
- 5.The applicant/intending allottee agrees that the amount paid with the application and in installments as the case may be, to the extent of 25% of sale consideration of the residential/ commercial plot shall collectively constitute the earnest money.
- 6.Timely payment of installments of basic sale price and allied charges pertaining to the residential/ commercial plot is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant/intending allottee, the allotment will be cancelled at the discretion of the Company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant/intending allottee without any interest, after 6 months period or the said residential/ commercial plot is allotted to some other intending allottee whichever is later and after compliance of certain formalities by the intending allottee. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto three months delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.
- 7.The installment due towards the payment of unit is to be paid as per the agreed payment schedule, no separate letter will be issued for any such installment, hence it is obligatory on the part of applicant/ intending allottee(s) to pay installments on or before the due dates as mentioned in the payment schedule. It is made clear that timely payment is the essence of booking/allotment.
- 8.The applicant/intending allottee has agreed that in case, the cheque comprising the booking amount is dishonored due to any reason. The company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 9.The applicant/intending allottee has agreed that in case of delayed installments on account of cheque dishonors Rs. 250 per instance will be debited to his/her account and if there are three recurring instances of cheque bounce then, the company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 10.The applicant/intending allottee has specifically agreed that if due to any change in the layout, the said residential/ commercial plot ceases to be preferentially located; the Company shall refund/adjust the amount of preferential location charges paid by the applicant/intending allottee in the last installment as shown in the payment plan. If due to any change in the layout plan, the said residential/ commercial plot becomes preferentially located, then the applicant/intending allottee shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- 11.All payments by the applicant/intending allottee shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "Stallion Realcon Pvt. Ltd." payable at New Delhi only.
- 12.Assignment of allotment of the residential/ commercial plot by the applicant/intending allottee shall be permissible at the discretion of the Company on payment of such administrative charges as may be fixed by the Company from time to time. Provided however, that the intending allottee/assignor and the assignee (new intending allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
- 13.All statutory charges, taxes, External Development charges, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s)/intending allottee(s) from the date of booking as per demand raised by the Company.
- 14.The Company shall have the first lien and charge on the said residential/ commercial plot for all its dues and other sums payable by the applicant/intending allottee to the Company.
- 15.Loans from financial institutions to finance the said residential/ commercial plot may be availed by the applicant/intending allottee. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant/intending allottee shall not make such refusal an excuse for non- payment of further installments/dues.
- 16.The applicant/intending allottee undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said residential/ commercial plot /project.
- 17.In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant/intending allottee after 6 months without any interest from the happening of such eventuality.
- 18.The Company shall endeavor to give possession of the residential/ commercial plot to the applicant/intending allottee within _____ months from the date of allotment, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time.
- 19.The applicant/intending allottee shall before taking possession of the residential/ commercial plot, must clear all the dues towards the residential/ commercial plot and have the Conveyance Deed for the said residential/ commercial plot executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses.
- 20.The applicant/intending intending allottee 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 be got vacated before handing over possession of the residential/ commercial plot to the applicant/intending allottee.
- 21.That a written intimation for completion of project will be sent to the allottee(s) and a "Fit-out Period" of 30 days will commence from the date of offer for possession. The said "Fit-out period" is in order to facilitate the intending allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own Plot after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc.
- 22.In case the allottee(s) fails to take a possession within given "Fit out period" he/she/they will be charged penalty @ Rs. 50/- per day for delayed first month and @100/- per day for delayed second month from the date of expiry of "Fit – out – period".
- 23.In case the allottee(s) fails to take possession of Plot even after delay of three months from the deemed date of possession, his/her/ their booking of Plot shall be treated as cancelled, without any further notice, and the amount received shall be refunded after six months without any interest, after forfeiting 25% of cost of Plot/ commercial space as per company's terms and conditions.
- 24.The allottee(s) agrees that the amount paid with the application and in installments as the case may be, to the extent of 25% of sale consideration/ total cost of the plot shall collectively constitute as the earnest money. And in the event of cancellation of such plot for any reason whatsoever the Developer shall be entitled to deduct and retain the earnest money (not exceeding 25.00% of the sale consideration/ total cost of the plot) prior to refunding such monies to Allottee(s). The balance amount shall be refundable to the applicant/intending allottee, after the said residential/ commercial plot is allotted to some other intending allottee and after compliance of certain formalities by the intending allottee or after six months period whichever is later.
- 25.Detailed terms and conditions shall form part of the Allotment Letter which shall be unconditionally executed and return to the company by the applicant/intending allottee.
- 26.To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant/intending allottee that reference shall be made to the detailed terms of the Allotment Letter, the terms where of have been seen, read and understood/accepted by the applicant/intending allottee.
- 27.The applicant/intending allottee shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, 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. In all communications the reference of the allotted residential/ commercial plot must be mentioned clearly.
- 28.In case there are joint applicants/intending allottees, all communication shall be sent by the Company to the applicant/intending allottee 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 applicants/intending allottees and no separate communication shall be necessary to the other named applicants/intending allottees.
- 29.If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant/intending allottee, the allotment will be cancelled and the earnest money as mentioned in Clause 5 & 6 here in above shall be forfeited and the applicant/intending allottee shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 30.In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Plot, the same shall be referred to the sole arbitration of a person to be appointed by the Developer, the allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of New Delhi, India. The Arbitration and Conciliation Act, 1996 or any statutory amendment(s)/modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Delhi and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.
- 31.Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable.

I/We hereby accept the said terms & conditions mentioned herein above.

Name of Applicants

Date _____

Signature of Applicants

Place _____



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