



Name : \_\_\_\_\_

Customer ID : \_\_\_\_\_

# Luxury Redefined

APPLICATION FORM





WHERE *Nature* MEETS *Luxury*



*Nishtha Builders*

To,

**Nishtha Builders**

J- 290, 3rd Floor, Saket,

New Delhi- 110017

**Subject : Application for allotment of Residential Apartment in your proposed project PINE LUXURIA, Dehradun.**

Dear Sir,

I/We the Applicant/Applicants having perused the provisional plans of the Group Housing Residential Complex named as **"PINE LUXURIA"**, situated on free hold land in Danda Nooriwala, Pargana (off Sahashtradhara Road), Eastern Doon, Dehradun, Uttarakhand, to be developed and built by Nishtha Builders (hereinafter referred to as **"Developer"**) and are also aware that Mussoorie Dehradun Development Authority, Dehradun, has sanctioned the project on the said land vide Plan No. 1536/06-07 dated 08.08.2007 and do hereby apply for the allotment of Apartment in **"PINE LUXURIA"**.

I/We agree to abide by the "Basic Terms and Conditions" appended to this Application Form and also agree to sign and execute, as and when desired by the Developer, the Allotment Letter and the Flat Buyer's Agreement, 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 booking amount for allotment of Apartment.

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/demanded by the Developer, 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 Developer and I/We shall be left with no right, interest etc. in respect of my/ our booking with the Developer.

Signature of Applicant(s) \_\_\_\_\_

My/Our particulars are furnished hereinunder: -

**1. DETAILS OF APPLICANT(S)  
For INDIVIDUALS**

i. First Applicant Mr./Mrs./Ms \_\_\_\_\_  
Son/Wife/Daughter of Mr. \_\_\_\_\_  
Designation \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Nationality \_\_\_\_\_  
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin  
\_\_\_\_\_  
Residential Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. Res. \_\_\_\_\_ Off. \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
E-mail ID \_\_\_\_\_  
Income Tax Permanent Account No./Ward No. \_\_\_\_\_  
Passport No. \_\_\_\_\_

ii. Second Applicant Mr./Mrs./Ms \_\_\_\_\_  
Son/Wife/Daughter of Mr. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_  
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin  
\_\_\_\_\_  
Residential Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. Res. \_\_\_\_\_ Off. \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
E-mail ID \_\_\_\_\_  
Income Tax Permanent Account No./Ward No. \_\_\_\_\_  
Passport No. \_\_\_\_\_

**For Proprietorship/Partnership Firms/Companies / HUF/Trust**

M/s \_\_\_\_\_ partnership/ proprietorship  
firm/HUF/Trust having its principal place of business atacting through its Partner/ Proprietor/Karta/Trustee/Manager  
Mr./Ms. \_\_\_\_\_ Son/Daughter/ Wife of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_ Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
E-mail ID \_\_\_\_\_ Permanent Account No./Ward No. \_\_\_\_\_

OR

M/S \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ through its authorized signatory/ Director Mr./Ms \_\_\_\_\_ Resident of \_\_\_\_\_ Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_ Permanent Account No./Ward No. \_\_\_\_\_

**2. DETAILS OF APARTMENT**

Apartment/ Unit No. : \_\_\_\_\_  
Floor : \_\_\_\_\_  
Tower No. : \_\_\_\_\_  
Super Area : \_\_\_\_\_ sq. ft.

**MODE OF BOOKING:**      **DIRECT**                       **DEALER**

Name of DEALER  
Address

PAN No. of Dealer

Signature with Stamp

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 shall be subject to the terms and conditions attached to this Application Form and that of the Allotment Letter/Buyer's Agreement, the terms and conditions whereof shall ipso facto be applicable to my/ our legal heirs, assigns and successors. I/We undertake to inform the Developer of any change in my/our address or in any other particular/information given above, till the booked property/ Apartment is conveyed in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent by the Developer at my/ our recorded address shall be deemed to have been received by me/us.

Name of the Applicant(s)

Signature of Applicant(s)

Name 1 \_\_\_\_\_

Signature \_\_\_\_\_

Name 2 \_\_\_\_\_

Signature \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

- (i) All Cheques/Drafts to be made in favour of **"NISHTHA BUILDERS A/C PINE LUXURIA"** payable at Delhi/ or at par.
- (ii) Persons signing the Application Form on behalf of other person/ Firm/ Company/ HUF/ Trust shall file appropriate Authorization/Power of Attorney/ Resolution.
- (iii) Persons signing the Application Form on behalf of firm/ Company/ HUF/ Trust shall affix stamp of Firm/ Company/ HUF/ Trust alongwith their signatures.
- (iv) Self- attested/ signed copies of documents to be submitted along with this Application at the time of booking, namely:- **1.** Valid Address Proof being ration card/ voter ID card/Aadhaar Card/ bank statement etc.; and **2.** Proof of age (in case of minor); **3.** PAN Card/ Passport etc. of the Applicant(s).

**THIS SECTION IS FOR OFFICE USE ONLY**

APPLICATION NO. \_\_\_\_\_

Total No. of Applicant(s) \_\_\_\_\_

Type of Bank Account of Applicants (Savings/Current/NRE/NRO/Foreign Nationals):

**Remarks:**

- a. Whether Personal details of the Applicants) have been completely filled up. Yes / No
- b. In case booking is made by firm/ Company/ HUF/ Trust, whether resolution/ authorization is received. Yes / No
- c. Whether booking amount cheque/ draft is proper and in order. Yes / No
- d. Whether the form is dated and signed by all the Applicant(s) with official stamp (if any). Yes / No
- e. Other remarks

Booked by

Checked by

Approved by

## BASIC TERMS AND CONDITIONS

### FORMING PART OF BOOKING APPLICATION FOR "PINE LUXURIA"

The Terms and Conditions given below are only indicative and are comprehensively set out in detail in the Allotment Letter/Buyer's Agreement, which upon execution shall supersede all previous documents. The Applicant shall sign all the pages of this application in token of its acceptance.

1. The allotment of the Apartment is entirely at the discretion of the Developer. The allotment of the said Apartment shall be provisional and shall be confirmed on signing of Buyer's Agreement with the Developer which has been read and understood by the Applicant/ Allottee.
2. The Applicant/ Allottee has fully satisfied himself about the nature of rights, title, interest of the Developer in the said Project, which is to be developed/constructed by the Developer as per the prevailing laws/byelaws/ guidelines and has further understood all limitations and obligations in respect hereof. The Applicant/ Allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by competent department and/ or other authorities in this regard to the Developer.
3. The Applicant/ Allottee has examined the tentative plans, designs and specifications of the Apartment and has agreed that the Developer may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of "Pine Luxuria" or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location of the Apartment, change in its dimensions or area, etc. The Applicant/ 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 Apartment will be applicable on the changed area in case of refund or demand.
4. The Allottee for the built up Apartment shall pay the price of the Apartment on the basis of super area and all other charges as and when demanded by Developer. The term super area is understood to include pro-rata share of the common areas in the Complex. The Super Area of the booked Apartment means the covered area of said Apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Apartments which form integral part of said Apartment and Common areas shall mean all such parts/ areas in the entire said Complex which the Allottee shall use by sharing with other occupants of said Complex including entrance lobby, proportionate area of club house, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, mum-ties, services areas including but not limited to, lift area, machine/pumpingset room, security/ fire control rooms, maintenance office/ stores, guards Cabin, generator area etc.
5. The Applicant/ Allottee agrees that amount paid with this application and in installments as the case may be, to the extent of 10% of sale consideration of the Apartment, shall collectively constitute the Earnest Money.
6. Timely payment of installments of basic sale price in consonance with payment plan opted by Applicant/ Allottee and allied charges pertaining to the Apartment 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/ Allottee, the allotment will be cancelled at the discretion of the Developer 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/ Allottee without any interest, after the said Apartment is allotted to some other intending Allottee and after compliance of formalities by the Allottee as per the prevailing refund policy of the Developer. The Developer in its absolute discretion may condone delay by charging penal interest @ 12% p.a. for up to three months delay from

Signature of Applicant(s) \_\_\_\_\_

the due date of payment and @ 18% p.a. thereafter, on all outstanding dues from their respective due dates. The Developer in its absolute discretion may restore cancelled Apartment only after receiving restoration charges as per prevailing restoration charges along with interest, penal interest and outstanding dues of the Allottee.

7. The Applicant/ Allottee has specifically agreed that if due to any change in the layout, the said Apartment ceases to be preferentially located, the Developer shall refund/adjust the amount of preferential location charges paid by the Applicant/ Allottee in the last installment as shown in the payment plan. If due to any change in the layout/ building plan, the said Apartment becomes preferentially located, then the Applicant/ Allottee shall be liable and agrees to pay the preferential location charges as and when demanded by the Developer as per prevailing rates.
8. All payments by the Applicant/ Allottee shall be made to the Developer through Demand Drafts/Cheques drawn upon Scheduled Bank in favour of "**NISHTHA BUILDERS A/C PINE LUXURIA**" payable at Delhi/ or at par.
9. The Allottee shall not be entitled to get the name of his nominee substituted in his/her place without prior approval of the Developer. Such approval shall be granted on payment of administrative charges as prescribed by the Developer from time to time and also subject to compliance and execution of nomination/ transfer documentation as may be prescribed by the Developer.
10. No transfer is permitted unless Allottee has deposited 30% of basic sale price. The first transfer is permitted without any transfer/ administrative charges with the prior approval of the Developer. Later on Transfer/ Assignment of allotment of the Apartment by the Applicant/ Allottee shall be permissible at the discretion of the Developer on payment of such administrative charges as may be fixed by the Developer from time to time. Transfer shall be permitted subject to the condition that the Allottee/ assignor/ transferor and the assignee/transferee (new Allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
11. All statutory charges, taxes and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Applicant(s)/ Allottee(s) from the date of booking as per demand raised by the Developer.
12. Applicant/ Allottee, having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/ or any other statutory provisions governing this 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/ the Developer, the amount paid towards booking and further consideration will be returned by the Developer as per applicable rules without any Interest and the allotment shall stand cancelled forthwith. The Applicant/ Allottee agree that the Developer will not be liable in any manner on such account.
13. The Developer shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the Applicant/ Allottee to the Developer.
14. Loans from financial institutions to finance the said Apartment may be availed by the Applicant/ Allottee. However, if a particular Financial Institution/ Bank refuses to extend financial assistance on any ground, the Applicant/ Allottee shall not make such refusal an excuse for non-payment of further installments/ dues. Further the Transfer documents of the Apartment, in favour of the Allottee will be executed only upon the Developer receiving "No Objection Certificate" from such Financial Institution/ Bank and such required documents on execution shall be handed over to the lending institution if so desired by them. However, the charge shall be retrieved before handing over of possession of the Apartment.

Signature of Applicant(s) \_\_\_\_\_



15. The Applicant/ Allottee undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/ made applicable to the said Apartment/Project.
16. In case the Developer is forced to abandon the said Project due to Force Majeure circumstances or for reasons beyond its control, the Developer shall refund the amount paid by the Applicant/ Allottee alongwith simple interest @ 12% p.a. from the happening of such eventuality.
17. The Developer shall endeavour to give possession of the Apartment to the Applicant/ Allottee within 36 months from the date of execution of Buyer's Agreement, subject to Force Majeure circumstance and reasons beyond the control of the Developer with a reasonable extension of time (minimum of 6 months) as specified in the Flat Buyer's Agreement.
18. The Applicant/ Allottee shall before taking possession of the Apartment, clear all the dues towards the allotted Apartment and have the Transfer documents for the said Apartment executed in his favour by the Developer after paying stamp duty, registration fee and other incidental charges/ expenses.
19. The Applicant/ Allottee shall use/ cause to be used the said Apartment for residential purpose only and not for any other purpose. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment and forfeiture of Earnest Money and other dues as stated in Clause 5 & 6 hereinabove and the Applicant/ Allottee will have to compensate the Developer for all other losses resulting therefrom.
20. The Applicant/ Allottee shall have no objection in case the Developer creates a mortgage, charge, lien on the project land during the course of development of the Project for raising finances, loans from any bank/ financial institution. However, such charge, if created, shall be got released/ vacated before handing over possession of the Apartment to the Applicant/ Allottee.
21. Detailed terms and conditions shall form part of the Buyer's Agreement which the Applicant/ Allottee shall execute on confirmation of allotment of Apartment by the Developer.
22. It is specifically understood by Allottee that the Developer may incorporate additional terms and conditions in Buyer's Agreement/ Allotment Letter terms and conditions over and above the terms and conditions of this allotment as set out in this application.
23. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the Applicant / Allottee that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/ accepted by the Applicant/ Allottee.
24. In all communications with Developer the reference of Apartment booked must be mentioned clearly.
25. The Applicant/ Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer 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 Apartment must be mentioned clearly.
26. In case there are joint Applicants/Allottees, all communications shall be sent by the Developer to the Applicant/

Signature of Applicant(s) \_\_\_\_\_

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/Allottees and no separate communication shall be necessary to the other named Applicants/ Allottees.

27. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the Applicant/ Allottee, the allotment will be cancelled and the Earnest Money as mentioned in Clause 5 & 6 hereinabove shall be forfeited and the Applicant/ Allottee shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
28. All or any disputes arising out of/ or touching upon or in relation to the terms of this Agreement 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 adjudicated upon and settled through Arbitration by the Sole Arbitrator. The Arbitration shall be governed by The Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Delhi by a Sole Arbitrator who shall be appointed by the Developer and whose decision shall be final and binding upon the Parties. The Allottee shall not raise any objection on the appointment by the Developer of the Sole Arbitrator. The Allottee hereby confirms and agrees that he/ she shall have no objection to this appointment even if the person so appointed as the Sole Arbitrator, is an employee or advocate of the Developer or is otherwise connected to the Developer and the Allottee confirms that notwithstanding such relationship/ connection, the Allottee shall have no doubts or objections to the independence or impartiality of the said Sole Arbitrator merely on aforesaid grounds. The fee of Arbitrator and/ or Arbitration shall be shared equally between the parties. The arbitrator so appointed shall decide the issue between the parties as per the terms of the present Agreement. Subject to Arbitration clause, for all legal matters between the Developer and Allottee, the Courts/ Tribunals/Forums at Delhi shall have the exclusive jurisdiction.
29. All Singulars shall mean and include plural and masculine gender shall mean and include all genders wherever applicable. The Developer and the Applicant(s) shall collectively be referred to as "Parties".

Name of the Applicant(s)

Signature of Applicant(s)

Name 1 \_\_\_\_\_

Signature \_\_\_\_\_

Name 2 \_\_\_\_\_

Signature \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Applicant(s) \_\_\_\_\_



*Luxuriously  
Yours!*



**SITE & SALES OFFICE**

Danda Nooriwala, Pargana  
(Off Sahashtradhara Road),  
Eastern Doon, Dehradun, Uttarakhand.

**CORPORATE OFFICE**

J-290, III Floor, Saket, New Delhi - 110 017  
Tel. +91 11 41764143 & 4146  
E-mail: info@pineluxuria.com

For Queries : +91 90152-01234

[www.pineluxuria.com](http://www.pineluxuria.com)

Disclaimer : All Images in the brochure are artistic conceptualizations. The Developer reserves the right to alter / amend the area, layout plans, specifications and amenities mentioned in the brochure.