



# APPLICATION FORM



M/s TYBROS INFRATECH PVT. LTD.,  
5/54, Old Rajinder Nagar,  
New Delhi-110060

Dear Sir,

I/We, hereby apply for allotment of a Cottage/Villa (strike whichever is not applicable) in the resort project named as "Essence of Nature", in the revenue estate of village Jihad & Seam, Tehsil Bhikiasain, Dist Almora, Uttarakhand, being developed and constructed by M/s Tybros Infratech Private Limited (hereinafter referred to as the "Company") on land admeasuring approximately 7 Acres situated on top of the hill.

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 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 accept the terms and conditions and I/we shall pay basic sale price, additional charges as already disclosed to me by the company and the applicable Stamp Duty etc., as and when demanded by the Company. I am also willing to abide by the applicable service tax and income tax provisions which may be applicable for my purchase transaction as per the applicable laws as on date.

I/We remit herewith a sum of Rs. (Rupees \_\_\_\_\_) vide Bank Draft / Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, being booking amount/ money for allotment of the said cottage/villa.

I/We have clearly understood that this application does not constitute an Agreement to Sell and buy. I/We do not become entitled to the provisional and/or final allotment of cottage/ villa notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/We fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

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 Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company.

My/Our particulars are given below:

1. **First Applicant** Mr./ Mrs./ Ms. \_\_\_\_\_

Son/Wife / Daughter of Mr. \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of your children: 1. \_\_\_\_\_

2. \_\_\_\_\_

Date of Birth/s: 1. \_\_\_\_\_

2. \_\_\_\_\_

Profession:

Salaried Employee

Business

Self Occupied Professional

Home Maker

Retired

Name of the company (If employed): \_\_\_\_\_

Designation: \_\_\_\_\_

Residential Status:

Resident

Non-Resident

Foreign National of Indian Origin

Contact Details:

Residential Address: \_\_\_\_\_

Office: \_\_\_\_\_

Telephone:

Residence \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_

Primary E-Mail: \_\_\_\_\_

Secondary E-Mail: \_\_\_\_\_

Income Tax Permanent Account No.: \_\_\_\_\_

Passport No.: \_\_\_\_\_

Nationality: \_\_\_\_\_

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2. **Second Applicant** Mr./ Mrs./ Ms. \_\_\_\_\_

Son/Wife / Daughter of Mr. \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of your children: 1. \_\_\_\_\_

2. \_\_\_\_\_

Date of Birth/s: 1. \_\_\_\_\_

2. \_\_\_\_\_

Profession:

Salaried Employee

Business

Self Occupied Professional

Home Maker

Retired

Name of the company (If employed): \_\_\_\_\_

Designation: \_\_\_\_\_

Residential Status:

Resident

Non-Resident

Foreign National of Indian Origin

Contact Details:

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Office: \_\_\_\_\_

\_\_\_\_\_

Telephone:

Residence \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_

Primary E-Mail: \_\_\_\_\_

Secondary E-Mail: \_\_\_\_\_

Income Tax Permanent Account No.: \_\_\_\_\_

Passport No.: \_\_\_\_\_

Nationality: \_\_\_\_\_

### 3. Details of Cottages and Villas:

(i) Cottage Type:

AP

PN

CH

AS

PH

DD

CD

TU

(ii) Villa Type: EB

MP

(iii) Cottage/Villa Name \_\_\_\_\_ (iv) Block \_\_\_\_\_

(v) Unit No. \_\_\_\_\_ (vi) Floor \_\_\_\_\_

(vii) Super Built up Area \_\_\_\_\_ sq m. (\_\_\_\_\_ sq ft.)

(viii) Built up Area \_\_\_\_\_ sq m. (\_\_\_\_\_ sq ft.)



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PARTICULARS	DETAILS	AMOUNT (Rs.)
(I) Basic Sale Price (BSP)	Rs. _____ per sq m.	_____
(II) Preferential Location Charges (if any)	Corner/Open area facing @ _____ per sq m. of BSP	_____
(III) Interest Free Maintenance Security (IFMS)	Rs. _____ per sq m.	_____
(IV) Furnishing Charges	Rs. _____ per sq m.	_____
(V) PB Charges	Rs. _____ per sq m.	_____
(VI) External Development Charges	Rs. _____ per sq m.	_____
(VII) Internal Development Charges	Rs. _____ per sq m.	_____
(VIII) Fire Fighting Charges	Rs. _____ per sq m.	_____
(IX) Car Parking	Parking No. _____	_____
(X) Club Membership Fee		_____
(XI) Any other Charges /	Rs. _____ per sq m.	_____
<b>Total</b>		

**In Words:**

Applicant's Name: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

- Service Tax and/or any other applicable tax is applicable at the prevailing rates at the time of purchase.
- Stamp Duty, Registration Fee and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant/ allottee before possession.

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Payment Plan Option		
Mode of Booking	Direct	Dealer
<b>If through dealer</b>		
	Name	Signature with stamp of dealer

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 there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment letter and Builder Buyer Agreement, the terms and conditions ipso-facto be applicable to my/our legal heir(s), successor (s) and nominee (s). I/We accept that in case of non allotment of the cottage/villa, my/our claim shall be limited to the refund of booking amount without any interest. I/We have read and understood and signed all the pages of this application form and payment plan. I/We undertake to inform the company of any change in my/our address or in any particular/information, given above, till the time booked property is registered in my/our name(s), failing which the particulars available with the company shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

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Applicant's Name:  
Place:  
Date:

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Applicant's Name:  
Place:  
Date:

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**Note:**

- (i) All cheques / Drafts to be in favour of TYBROS INFRATECH PRIVATE LIMITED, payable at par.
- (ii) Persons signing the application form on behalf of other person/firm/company shall file proper authorisation/ Power of attorney.

**FOR OFFICIAL USE**

Total No. of Applicants \_\_\_\_\_ Type of Bank Account of applicants, if NRI / PIO (NRE / NRO / FCNR) \_\_\_\_\_

**Remarks:**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

Booked By

Checked By

Approved By

## BASIC TERMS AND CONDITIONS

1. The applicant has applied for allotment of Cottage/ Villa to be developed and constructed in the resort project named as “Essence of Nature” to be developed and constructed by M/S Tybros Infratech Private Limited (hereinafter referred to as the “company”) on land situated in village Jihad & Seam, Tehsil Bhikyasain, District Almora (Uttarakhand).
2. The intending allottee(s) has applied for allotment of a cottage/villa with full knowledge and subject to the laws/notifications and rules applicable to this area in general, which have been explained by the company and understood by him/her.
3. The allotment of the cottage/villa is entirely at the discretion of the company. The allotment of the said cottage/villa shall be provisional and shall be confirmed on signing of Builder Buyer agreement in the standard format of the company, once the same is read and understood by the applicant.
4. The applicant(s) has/have fully satisfied himself/herself/themselves about the nature of rights, title, interest of the company in the said project, which is to be developed/constructed by the company as per the prevailing byelaws/guidelines of state of Uttarakhand and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the present and future, permissions, sanctions and directions etc., issued/to be issued by the authorities in this regard to the company/general public.
5. The applicant has examined the tentative plans, designs and specifications of the cottage/villa 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/instructed by any competent authority.
6. The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 15% of sale consideration of the cottage/villas shall collectively constitute the earnest money.
7. In the event of cancellation by the applicant the earnest money paid will be forfeited. The balance amount shall be refundable to the applicant without any interest, after the said/cottage villa is allotted to some other intending applicant and payment received in full after compliance of certain formalities by the applicant.
8. Timely payment of installments of Basic sale price and allied charges pertaining to the

cottage/villa 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 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 without any interest after the said cottage/villa is allotted to some other intending applicant and payment received in full after compliance of certain formalities by the applicant. The company, however, in its absolute discretion may condone the delay by charging penal interest @ 18p.a. for up to one month delay from the due date of payment and @24% p.a. thereafter on all the outstanding dues from their respective due dates.

9. The applicant has specifically agreed that if due to any change in the layout (for any reason whatsoever):

a. The said cottage/villa ceases to be preferentially located; the company shall refund the amount of preferential location charges, if already paid by the applicant (if any).

b. The said cottage/villa becomes preferentially located; the applicant shall be liable and agrees to pay the preferential location charges as and when demanded by the company at the prevailing rates.

In none of the above cases, applicant shall require specific performance and shall willingly accept the change in the general interest of the entire project.

10. All payments by the applicant shall be made to the company, through demand drafts/cheques (of the scheduled commercial bank payable at par) /RTGS/NEFT or any other electronic mode of payment in favor of “Tybros Infratech Private Limited”.

11. Assignment of allotment of the cottage/villa by the applicant 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 assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.

12. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the company.

13. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the project shall be managed by the company or its nominated maintenance agency. The applicant of the

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cottage/villa shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said project and the various services therein, as may be determined by the company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @18% p.a. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services. The intending allottee(s) agrees and consents to sign the arrangement/agreement and will not question the same singly or jointly with other buyers.

14. Applicant, having NRI/PIO 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 immoveable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the company, the amount paid towards booking and further consideration will be returned by the company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the company will not be liable in any manner on such account.

15. The company shall have the first lien and charge on the said cottage/villa for all its dues and other sums payable by the applicant to the company.

16. Loans from financial institution to finance the said cottage/villa may be availed by the applicant. However, if a particular institution/ bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.

17. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said cottage/villa/project.

18. In case the company is forced to abandon the said project due to force majeure events (Force Majeure Event means any hurricanes, acts of God, act of public enemies, wars, national emergencies, invasions, strikes, boycotts, riots, insurrections, civil commotion, floods, fire, restrictions due to quarantines, epidemics, storms, interference by any governmental agency or official (whether legal or illegal), interference by laws or regulations of any government or subdivisions thereof (whether legal or illegal) and shall also mean to include disturbances created by political parties, NGOs, or any other organizations/groups in the operation of the public transport and/or in transportation of men in the

Territories) or for any reasons beyond the reasonable control of the company).

19. The company shall endeavor to give possession of the cottage/villa to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the company with a reasonable extension of time for possession.

20. The applicant shall before taking possession of the cottage/villa, must clear all the dues towards the cottage/villa and have the conveyance deed/sale deed for the said cottage/villa executed in his favor by the company after paying stamp duty, registration fee and other legal charges/expenses.

21. The applicant shall use/cause to be used, the said cottage/villa for residential purpose only. This is a condition precedent and non compliance thereof may invite cancellation of allotment of the cottage/villa and forfeiture of the earnest money and other dues as stated in clause 6 hereinabove and the applicant will have to compensate the company for all other losses resulting there from.

22. The applicant 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, any such charge, if created, shall be vacated before handing over possession of the cottage/villa to the applicant.

23. Detailed terms and conditions shall form part of the builder buyer's agreement, which applicant shall execute as and when required by the company.

24. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, its agreed by the applicant 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.

25. The applicant 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 there from.

26. The applicant hereby agrees that in case of cancellation of booking of the said unit, he shall submit "No Objection Certificate" from the concerned dealer, if any, in this regard.

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27. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/ her place without prior approval of the company, who may, in its sole discretion, permit the same on such terms as it may deem fit.

28. The intending allottee(s) shall not put up any name or sign board, neon, publicity or advertisement material, hanging of clothes etc. on the external façade of the building or anywhere on the exterior of the building or common areas. The intending allottee(s) also shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

29. In case there are joint applicants, all communications shall be sent by the company to the applicant 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 and no separate communication shall be necessary to the other named applicants.

30. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

31. The courts at Delhi alone shall have jurisdiction in case of any dispute.

32. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

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Applicant's Name:

Place:

Date:

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Applicant's Name:

Place:

Date: