

“AVANI SIGNATURE FLOORS” (RESIDENTIAL INDEPENDENT FLOORS)

HRERA Registration No: RC/REP/HARERA/ GGM/971/703/2025/74

<https://haryanarera.gov.in>



N. S. Buildtech Private Limited

Off.: 122, First Floor, Universal Trade Tower, Sohna Road, Sec.49 Gurugram, Haryana-122021

Checklist of Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated areas in the Application Form towards all mentioned below categories:

Individual Resident of India-

- ☐ Copy of PAN Card
- ☐ Photograph(s) of Applicant(s)
- ☐ Any other document/ certificate as may be required by the Company
- ☐ Residence Proof / Aadhar Card

Partnership Firm-

- ☐ Copy of PAN Card of the Partnership Firm
- ☐ Photograph(s) of Partner(s)
- ☐ Copy of Partnership Deed
- ☐ In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

Private Limited Company-

- ☐ Copy of the PAN Card of the company
- ☐ Photograph(s) of Director(s)
- ☐ Copy of Certificate of Incorporation, Articles of Association (AOA) & Memorandum of Association (MOA) duly certified by the Company Secretary or a Director of the Company.
- ☐ Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company
- ☐ MCA Current Master Data of the Company

Limited Liability Partnership (LLP)-

- ☐ Copy of the PAN Card of LLP
- ☐ Photograph(s) of Designated Partner(s)
- ☐ Copy of Certificate of Incorporation & LLP Agreement, duly certified by a Designated Partner
- ☐ Copy of the resolution passed at meeting of the Partners authorizing the signatory of the Application Form to buy property, on behalf of LLP
- ☐ MCA Current Master Data of the LLP

Hindu Undivided Family-

- ☐ Copy of PAN Card of HUF
- ☐ Photograph(s) of Karta(s)
- ☐ Residence Proof of Karta

NRI/ Foreign National of Indian Origin-

- ☐ Copy of the Individuals Passport/OCI
- ☐ Photograph(s) of Applicant(s)
- ☐ Copy of PAN or a declaration that the Applicant does not hold PAN
- ☐ In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant
- ☐ In case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party
- ☐ Residence Proof

APPLICATION FORM FOR ALLOTMENT OF RESIDENTIAL INDEPENDENT FLOOR

Project Name: Avani Signature Floors, Anand Niketan, Sector-2, Sohna, Gurugram (Haryana) 122103

HRERA Registration No: RC/REP/HARERA/ GGM/971/703/2025/74 Dated 11.07.2025

Application Form No./ Customer ID:

Date:

To,

N. S. Buildtech Private Limited

122, First Floor, Universal Trade Tower,

Sohna Road, Sector 49,

Gurugram – 122018

Dear Sir,

I/We hereby, as the Applicant(s) (“Applicant(s)”), by way of this application, hereby apply for allotment of an Independent Residential Floor/ Unit in the project name “**Avani Signature Floors**”, situated at Sector-2, Sohna, Dist. Gurugram (hereinafter referred to as the “**Project**”), located in “**ANAND NIKETAN**” a Residential Plotted Colony being developed by M/s. **N S Buildtech Private Limited** (“the Developer/ Promoter”) having its Corporate office at 122, First Floor, Universal Trade Tower, Sohna Road, Sector-49, Gurugram, 122018, details whereof are mentioned hereunder:-

Project Name	Avani Signature Floors
Residence Independent Floor No./ Unit No.	
Block No.	
Plot No.	
Floor No.	
Part Basement (whether part of Floor Residence)	Yes / No
Part Terrace (whether part of Floor Residence)	Yes / No
Carpet Area of Floor Residence (square meters)	
Area of balcony(ies) (square meters)	
Basement(if part of Floor Residence)	
Part Terrace (if part of Floor Residence)	
Total Area (square meters)	
Nature of car parking	Stilt
No. of car parking spaces allocated in the Stilt area.	One Car Park
RERA Registration No.	RC/REP/HARERA/ GGM/971/703/2025/74 dated 11/07/2025
RERA Web ID / Link	https://haryanarera.gov.in

Upon acceptance of my/our application, I/We hereby agree to sign, execute and get registered, **within 30 days, the Builder Buyer Agreement/ Agreement to Sale (“Agreement”)**, containing detailed terms and conditions of allotment (contents whereof have been read and understood by me/us before submitting the application from) within given timeline. I/We am/are paying the booking amount i.e., **9% (less application money)** of amount equivalent to Total Price of the Unit along with submission of Application Form. I/We have clearly understood that by submitting this Application, I/We do not become entitled to the final allotment of the Unit in the Project, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by me/us. I/We have further clearly understood that I/We do not become entitled to the allotment of the Unit if the cheque issued by me is dishonored due to any reason whatsoever.

I/We agree to abide by all the prescribed terms and conditions set forth in the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws. I/We also agree to abide by the General Terms & Conditions of allotment as enclosed hereto. I/We agree that upon my/our request for cancellation without fault of the Company, Earnest Money which is 10% of the Total Price together with the interest as may be applicable on delayed installments, and statutory charges would be forfeited.

I/We shall be entitled only to the ownership of the Unit in the Project as per the terms of Agreement and only after the payment of Total Price including payment of requisite stamp duty, registration charges, administration charges, GST/taxes, as applicable, by me/us and also subject to I/We having complied with all the obligations set out in the Agreement and all formalities and execution of all requisite documentation as prescribed by the Company, for conveying the title of the Unit.

I/We understand that acceptance or rejection of this Application shall be at the absolute discretion of the Company and in case of rejection of my/our Application, I/we undertake not to claim any compensation or interest from the Company except refund of my/our initial application amount.

I/We, the Applicant(s), agree that timely payment of the installments of the Total Price for maintenance of essential services and common facilities, as per the Payment Plan is the essence of the allotment and this Application Form. I/We declare and confirm that I/ We have understood the Payment Plan as opted by me/us and the binding effect of the terms and conditions thereof as well as the implications of non- compliance.

Through this Application, the Applicant(s) requests the Promoter that the Applicant(s) may be allotted a Residential Independent Floor /Unit along with one parking space in the Project as per the Payment Plan opted below:

- ☐ **Down Payment**
- ☐ **Possession Linked Payment Plan**
- ☐ **Construction Linked Payment Plan**

I/We confirm that the Promoter has in no way indicated/promised/represented/given any impression of any kind (in an explicit or implicit manner) whatsoever, that I/We shall have any right, interest or title of any kind whatsoever, in the Project Land other than the Unit mentioned herein and undivided proportionate common areas, amenities, facilities and open spaces.

In case of any discrepancy or an overlap between the terms in this Application and Agreement, the terms envisaged under the Agreement would prevail and such understanding is explicitly accepted by me/us. More specifically, upon signing/ execution of the Agreement, I/ we agree that the terms & clauses of the executed Agreement shall supersede all the terms of this Application Form. I/We have applied for allotment of the Unit with the complete knowledge of the laws, notifications, rules and regulations applicable to the Unit and have fully satisfied myself/ourselves about the right and title of the Company in the Unit and the Project.

Further, I/We hereby undertake that I/We shall abide by all laws, rules and regulations and terms and conditions of the competent authorities, applicable to the Unit/Project. If I/We fail to execute the said Agreement and register the said Agreement before the Sub-Registrar, then the Company shall serve a notice of 10 days and further subsequent final notice of 5 days to me/us for rectifying the default, which if not rectified within said period, then in such a case allotment, if any, would stand cancelled and the Company will forfeit, without any further notice, the Earnest Money together with the interest on unpaid installments, brokerage, commission, discounts, rebate and interest on delayed payments besides invoiced taxes if applicable.

That the undertaking(s) by me/us in this Application Form or hereafter shall be binding on me/us as well as my/our legal representatives, successors, administrators, executors, assigns, etc. throughout the occupancy of the Unit.

I/ We hereby confirm that the undersigned is signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the Project. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

The contents of the annexures attached herewith constitute part of this Application Form and the contents thereof may kindly be read as part and parcel of this Application Form.

I/We have perused the Payment Plan and agree to pay installments as per opted Payment Plan annexed hereto.

My / Our particulars are as under:

APPLICANT(S) DETAIL

1. SOLE or FIRST APPLICANT(S):

Title	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	
Name		
S/o, D/o, W/o, A/o		
Date of Birth		
Aadhar Number		
PAN Number		
Nationality		
Residential Status	Resident/ Non-Resident/ Foreign National of Indian Origin	
Profession		
Mobile Number		
Email Address		
Permanent Address		
Correspondence Address (If, Different from Permanent Address)		

IF M/s

M/S _____ a Company registered under the Companies Act/ LLP under Limited Liability Partnership Act/ *Partnership Firm/ *Proprietorship Firm/ HUF/ Trust/ Society, having its registered office at _____

Through its Authorized Signatory/ Director / Partner / Sole Proprietor/ Karta _____

Duly authorized by Board Resolution/ Authority Letter of other Partners/ Power of Attorney dated _____
GST Number _____

2. JOINT / SECOND APPLICANT(S):

Title	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	
Name		
S/o, D/o, W/o, A/o		
Date of Birth		
Aadhar Number		
PAN Number		
Nationality		
Residential Status	Resident/ Non-Resident/ Foreign National of Indian Origin	
Profession		
Mobile Number		
Email Address		
Permanent Address		
Correspondence Address (If, Different from Permanent Address)		

IF M/s

M/S _____ a Company registered under the Companies Act/ LLP under Limited Liability Partnership Act/ *Partnership Firm/ *Proprietorship Firm/ HUF/ Trust/ Society, having its registered office at _____

Through its Authorized Signatory/ Director / Partner / Sole Proprietor/ Karta _____

Duly authorized by Board Resolution/ Authority Letter of other Partners/ Power of Attorney dated _____

GST Number _____

3. JOINT/ THIRD APPLICANT(S):

Title	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	
Name		
S/o, D/o, W/o, A/o		
Date of Birth		
Aadhar Number		
PAN Number		
Nationality		
Residential Status	Resident/ Non-Resident/ Foreign National of Indian Origin	
Profession		
Mobile Number		
Email Address		
Permanent Address		
Correspondence Address (If, Different from Permanent Address)		

IF M/s

M/S _____ a Company registered under the Companies Act/ LLP under Limited Liability Partnership Act/ *Partnership Firm/ *Proprietorship Firm/ HUF/ Trust/ Society, having its registered office at

Through its Authorized Signatory/ Director / Partner / Sole Proprietor/ Karta

Duly authorized by Board Resolution/ Authority Letter of other Partners/ Power of Attorney dated _____

GST Number _____

Note for all the Applicant(s):

1. Self-Attested Photocopies of PAN Card/ OCI/ PIO and Passport/ Voter Card/ Aadhar Card to be submitted along with this Application Form.
2. If Applicant(s) is/are company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement, (f) Duly passed resolution signed by minimum two directors (in case of a Company) or a duly passed LLP resolution by all designated partners (in case of a LLP).
3. Please affix the official stamp of the respective Company / LLP / Trust / Partnership / HUF / Society as may be applicable along with the necessary resolution/minutes appointing the authorized signatory and common seal as required.

DETAILS OF FLOOR RESIDENCE, CAR PARKING SPACE AND CONSIDERATION:

1	A	Floor Residence No.		
	B	Block No.		
	C	Plot No.		
	D	Floor No.		
	E	Area (in square meters)	RERA Carpet Area**	
			Part Basement	
			Part Terrace	
			Balcony Area	
	F	Car Parking Space:	Total Area #	
			Type	Stilt
[Please mention the number of parking space. Mention '0', if not applicable.]				
G	Specifications of the Floor Residence	As per Schedule III		
H	Common Areas	As per Schedule IV		
2	Total Consideration			
A	Total Consideration	As per Schedule V		
3	Other Charges to be paid on offer of possession			
A	Maintenance Charges (---Months)	As per Schedule V		
B	Maintenance Deposit	As per Schedule V		
C	Site Infra Charges and Power Back up charges & others	As per Schedule V		
4	Taxes & Govt. Levies			
A	GST Charges as applicable	As per Schedule V		
B	Govt. Levies, Cess if any	As per Schedule V		
	Total Price (2+3+4)	As per Schedule V		
A	Payment Schedule	As per Schedule V		

(NOTE: 10.764 Sq. ft. per sqm. for the purpose of this Application)

*Carpet Area, balcony area, basement area and terrace, shall be as per approved building plans.

**“Carpet Area, shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

#“Total Area” shall mean the Carpet Area and Exclusive Areas collective.

2. FINANCE FROM BANK/FINANCIAL INSTITUTION:

YES NO

If yes, Preferred Financial Institution:

3. MODE OF PAYMENT:

(a) Cheque /Draft / P.O. (b) Electronic Money Transfer

4. ADDITIONAL INFORMATION FOR NRI / FOREIGN NATIONAL OF INDIAN ORIGIN:

a. Name of Bank:

NRE/NRO/FCNR Account No.

b. For the purpose of remitting funds from abroad by the Applicant(s), the following are the particulars of the beneficiary:

- i. Beneficiary's Account Name: **NS BUILDTECH PL "AVANI" SECTOR -2, MASTER A/C**
- ii. Beneficiary's Account No.: 143602000010863
- iii. Bank Name: INDIAN OVERSEAS BANK
- iv. Branch/ Bank Address: DLF QUTAB ENCLAVE, DLF PHASE II, GURUGRAM-122002, HARYANA
- v. Swift Code: IOBAINBBE36
- vi. IFSC Code: [IOBA0001436](#)

5. How did you hear about us?

Newspaper	Hoarding	Television Advertisement	Internet Advertisement
Internet Portals	Corporate offer (please specify)	Emailer	Broker / Channel Partner (please specify)
Referred by Bank/HFI (please specify)	___Website/___Facebook page/___iPad application	Other	

6. Purpose of Purchase:

a) Investment b) Self-Use

7. Booking Source:

a) Direct b) Real Estate Agent / Channel Partner

8. Name and Signature of Promoter's sales representative(s):

Name and Stamp of Channel Partner (if applicable):

(RERA Registration No. of Channel Partner):

Valid up to:

Name and Signature of the sales representative of the Channel Partner along with the contact number:

Signature of buyer/ Applicant (s):

9. I/We acknowledge, agree and undertake that I/we shall neither hold the Promoter its Directors/Management/Employees or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

10. All the above information provided by me/us is/are true and nothing has been concealed or suppressed.

11. I/We undertake to inform the Promoter promptly of any changes to the above information and particulars furnished by me/us.

12. I/We have fully read and understood the General Terms and Conditions attached hereto as **Schedule-I** and do hereby solemnly agree, undertake and covenant to abide and be bound by them and also by the area, total price, estimated other charges and payment terms as set out herein.

13. I/We confirm that the Promoter has provided an opportunity and that the Applicant(s) has examined and conducted due diligence of all the documents relating to the Said Project and have satisfied himself/themselves about the title/interest/rights of the Promoter in the Project.

14. I hereby enclose

(i) Cheque/Demand Draft No. _____ dated _____ In favour of "NS BUILDTECH PL "AVANI" SECTOR - 2, MASTER A/C" drawn on _____ Bank _____ Branch and have paid a sum of _____ of Rs _____ (Rupees _____ Only)

OR

(ii) NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for a sum of Rs _____ towards ("Application Money") as part of Earnest Money (as defined hereinafter) payable by me as per terms of this Application and subject to realisation. The Application Money includes EOI Amount if paid.

Date: _____

Place: Gurugram, Haryana

In this **Application**, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose and for the purpose of the terms and conditions set out in this Application, masculine includes feminine gender.

DEFINITIONS:

For the purpose of this Application, unless the context otherwise requires-

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and **“Authority”** means Haryana Real Estate Regulatory Authority;
- b) **“Booking Amount”** means not exceeding 10% of the Total Price for the Said Residential Independent floors and has been more clearly set out in the Payment Plan;
- c) **“Government”** means the Government of the State of Haryana;
- d) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- e) **“Section”** means a section of the Act.
- f) **Carpet Area**, shall have the same meaning as provided in the (Real Estate Regulation and Development) Act, 2016.
- g) **“Exclusive Areas”** shall mean exclusive balcony and/or part of open terrace and/or exclusive verandah (as may be applicable) and/or exclusive Basement area (as may be applicable) appurtenant to the net usable floor area of the Unit and meant for exclusive use of the Applicant(s) and other areas appurtenant to the Unit for exclusive use of the Applicant.
- h) **“Total Area”** shall mean the Carpet Area and Exclusive Areas collective.

S I G N A T U R E F L O O R S

SCHEDULE -I

BELOW ARE THE GENERAL TERMS & CONDITIONS FOR ALLOTMENT OF AN INDEPENDENT RESIDENTIAL FLOOR IN “AVANI SIGNATURE FLOORS” IN ANAND NIKETAN, A RESIDENTIAL PLOTTED COLONY, SITUATED IN THE REVENUE ESTATE OF VILLAGE SOHNA, SECTOR-2, SOHNA DISTRICT GURUGRAM, HARYANA WHICH BROADLY FORM THE BASIS FOR THE DETAILED TERMS AND CONDITIONS SET OUT IN THE BUILDER BUYER AGREEMENT

1. I/We, the Applicant(s) understand that the Promoter entity i.e. N. S. Buildtech Private Limited is a company incorporated under the Company Act, 2013, having its registered office at E-14, Anand Niketan, New Delhi – 110021. The communication address of the Promoter Company is its Corporate Office: 122, First Floor, Universal Trade Tower, Sector-49, Sohna Road, Gurugram - 122021, Haryana.
2. N. S. Buildtech Private Limited is developing a Residential Plotted Colony project over 11.95 Acres of lands situated at Sector-2, Sohna, Gurgaon, Haryana, under License bearing no. 103 of 2022 dated 28th July, 2022 and License bearing no. 115 of 2023 dated 03rd June, 2023, each of which has been granted by Director General Town and Country Planning, Haryana.
3. I / we understand that the Promoter has entered in to Registered MoU cum collaboration agreement(s) with the Landowner(s)/ Plot owner(s) vide Vasika No. 3579 & 3580 dated 19.06.2025 for development of Residential Independent Floors on the Plots. The Project i.e., Avani Signature Floors comprises of development of Independent Floor residences being constructed on 35 plots. The said 35 plots (“**Project Land**”) are of different sizes and dimensions, aggregating to 4515.48 square meters, with each of the said plots comprising of 1 (one) tower containing, inter-alia, basement, stilt and 4 (four) floor residences and Terrace each in blocks/pockets in Sector-2, Sohna, Dist. Gurugram, Haryana (“**Project**”). The said 35 plots comprised in the Project are demarcated for reference purposes in **Schedule-II** hereto. The Project is registered with HRERA, Gurugram, Haryana vide Registration No: RC/REP/HARERA/ GGM/971/703/2025/74 dated 11.07.2025.
4. The Applicant(s) is applying for allotment of the Floor Residence in the Project under this Application Form, after fully understanding the development scheme as envisaged by the Promoter and with full knowledge of all the laws/notifications and rules applicable to the Project and has satisfied himself/ itself about the rights/title/interest of Promoter in the Project, and has understood all limitations and obligations of the Promoter in respect thereof.
5. I/we, agree to pay the Total Price of the Floor Residence along with part Basement, Part Terrace and right to use one Car Parking space amounting to Rs. _____ (in Words) (“**Total Price**”) details whereof are mentioned in **Schedule V** (“**Payment Plan**”). I/we understand that the Total Price as mentioned in Schedule V includes the Goods and Services Tax (GST). The break up and description of the Total Price including the extent of Total Consideration as defined in Schedule V herein out of the Total Price is described in **Schedule V** herein.
6. The Total Price shall be payable by me/us directly to the Promoter as mentioned hereinafter, in the timeline agreed herein and without any delay or demur. The timely payment of the Total Price shall be of the essence.
7. I / we understand that the Total Price as mentioned above includes Total Consideration, applicable taxes (GST and Cess or any other taxes/fees/charges/levies etc. and other charges on offer of possession) which may be levied, in connection with the development/construction of the project, paid/payable by the Promoter up to the date of handing over the possession

of the Floor Residence along -with parking (if applicable) to the Applicant (s), after obtaining the necessary approvals from Competent Authority for the purposes of such possession. Provided that in case there is any change/ modification in the applicable taxes/ EDC/ IDC/ other charges/ fees/ levies, etc., whether prospectively or retrospectively, the subsequent amount payable by the Applicant to the Promoter shall be increased/ decreased based on such change/ modification. It is clarified that if any input credit becomes available in respect of said applicable taxes, then the Promoter shall solely be entitled to the same. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities (post offer of possession), stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Floor Residence, as per the provisions of the Applicable Laws. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Unit including this Application Form and/or the Allotment Letter and/or the Agreement for Sale as per the provisions of Applicable Laws, shall be borne and paid by the Applicant(s) as and when demanded by the Developer.

8. In addition to the Total Price agreed and without prejudice to the terms of these presents, I/We shall bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in **Schedule V** as described hereinafter.
9. It is clarified that the Total Price shall be payable by me/us in the manner and into such bank account as may be specified from time to time.
10. The Applicant(s) is aware that as per the amended Income Tax Act, 1961, any payment for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than INR 50,00,000/- (Rupees Fifty Lakhs). As may be applicable, the Applicant(s) has to deduct the 1% TDS on the Total Price (excluding GST) as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 days of such deduction, the Applicant(s) shall submit the original TDS certificate to the Promoter, which shall also be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Applicant(s). The Applicant(s) agrees and undertakes that if the Applicant(s) fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Applicant(s) alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Applicant(s) is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Applicant(s) to the Promoter then the amount of TDS shall be considered as receivable from the Applicant(s) and handover of the possession of the Floor Residence shall be subject to adjustment/recovery of such amount.
11. It is understood by the Applicant(s) that 10% of the Total Consideration, shall be construed, considered and treated as "**Earnest Money**", to ensure the performance, compliance and fulfilment of his/her obligations under this Application/ Allotment Letter/ Agreement for Sale. The Earnest Money shall be payable by the Applicant(s) as per the Payment Plan and will include Application Money (subject to realization) and the EOI Amount (if paid).
12. Timely payment of the Total Price in accordance with the Payment Plan as agreed by the Applicant shall be essence of the allotment and the Applicant hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Plan opted by the Applicant(s) in Schedule V on or before the respective due dates. It is being clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Developer. In the event

of the Applicant Committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment or not wanting to go ahead with the transaction, the Promoter can give [10] days prior written notice to remediate such breach/default. In the event that I/we fail to remediate such breach/default within [10] days thereof or if at any point, the applicant does not intend to proceed with the transaction to purchase of the Floor Residence, the Promoter shall be at the absolute liberty to cancel/ terminate the provisional allotment. The Promoter will in 90 days of such cancellation/ termination, refund the amounts out of the Total Consideration that have been paid by the Applicant after (i) forfeiting “**Earnest Money**” or any part thereof paid till such time to the Promoter and (ii) deducting any interest component and penalties / damages (received or due) on any delayed payment / non- payment by the me / us to the Promoter at the rate prescribed under the Act and Rules. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes or development charges / any pass through charges paid / incurred by the Applicant (s) to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Applicant over and above the Earnest Money amount, the Promoter shall refund the same to the applicant within 90 days of receipt of the same. For the purpose of this provision, it is clarified that this provisional allotment and the entitlements herein shall cease and becomes invalid after expiry of the specified [10] days’ notice in case of any delay or failure on our part to rectify the breach(s) as prescribed therein. Thereafter, our claim shall be restricted to the balance amount (if any) to be refunded to me/us as aforementioned. The Promoter shall be at absolute liberty to sell / allot the said Floor Residence to any other third person as the Promoter may deem fit and proper and I/we shall have no claim or objection whatsoever to the same.

13. I/we have clearly understood the terms of this Application Form especially Clause 7 as stated herein above and have unconditionally accepted and consented thereto.
14. Without prejudice to my/our rights under provisional allotment and/or law, I/we shall be liable to pay interest as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and rules (“**Rules**”) formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules and the notifications / clarifications relating to the same issued by the relevant government authorities, on all the amounts which are due & payable by me/us under this Application Form, if any. The said interest is currently at State Bank of India’s Highest Marginal Cost of Lending (MCLR) Rate plus 2 % per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act and Rules made thereunder (“**Interest**”).
15. I/we have confirmed that irrespective of any disputes which may arise between me/us and the Promoter, I/we shall punctually pay all instalments of the Total Price, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
16. I/we am/are aware of the Promoter has procured / may procure loans secured / to be secured against mortgage on Project Lands subject to the terms and conditions mentioned therein. I/we agree and confirm that the Promoter shall have the right to raise further finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said Floor Residence against security of the said facility (subject to my/our rights to the said Floor Residence). However, after the Promoter executes this Application Form, the Promoter shall ensure that if such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant (s) who has taken or agreed to take such Floor Residence under this Application Form.
17. I/we have, prior to the date hereof, examined a copy of the RERA Registration Certificate and

have caused the RERA Registration Certificate to be examined in detail by my/our Advocates and Planning and Architectural consultants. I/we have agreed and consented to the development of the said development, in the manner mentioned in the RERA Registration Certificate. I/we have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and have understood the documents and information in all respects.

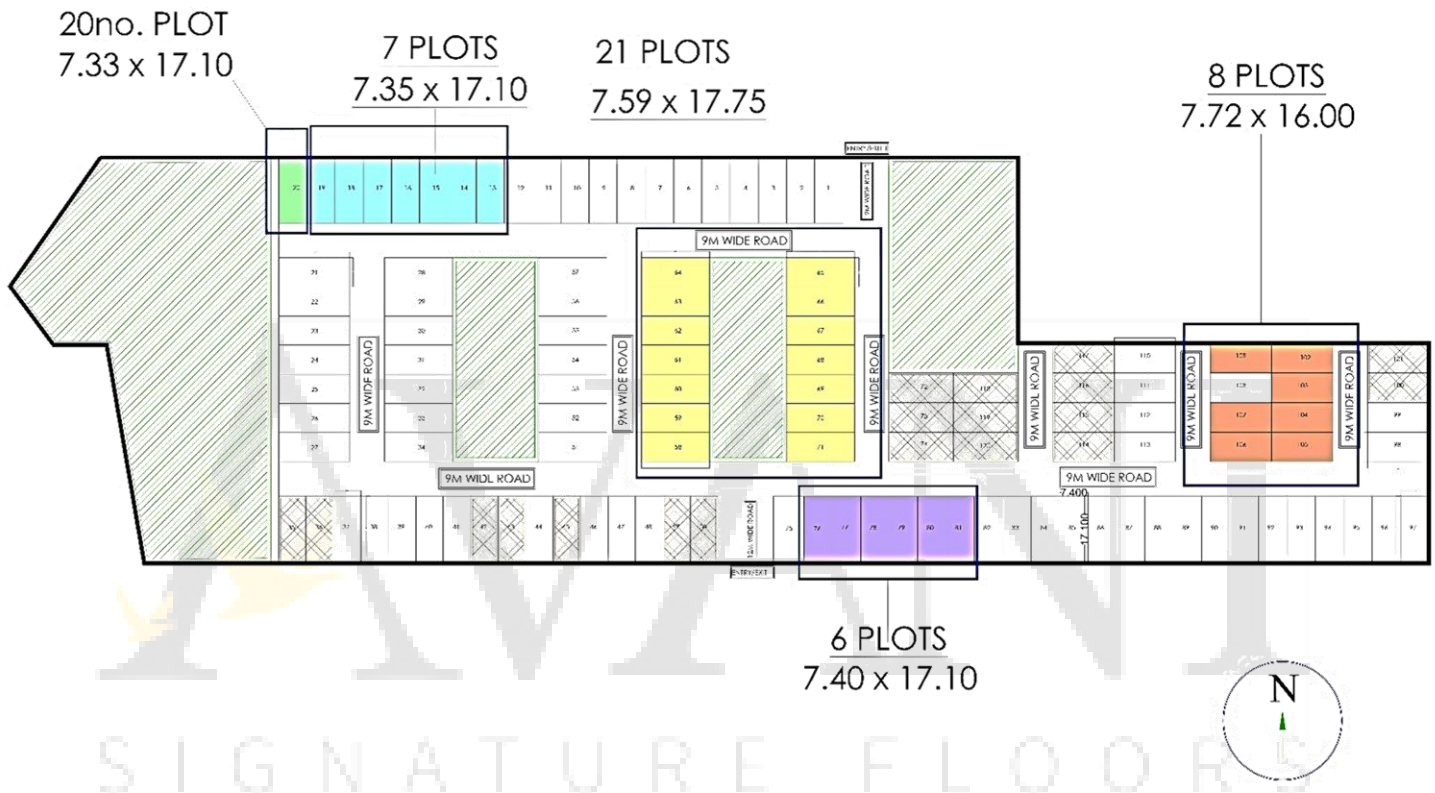
18. The Promoter shall offer possession of the Floor Residence on or before **April 30, 2030** with additional grace period of up-to 12 (twelve) months as may be approved by Real Estate Regulatory Authority or any such grace period as may be granted by RERA ("Completion Time Period"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). In case the Promoter is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with prescribed Interest in accordance to the Applicable Laws. For the purpose of this Application Form, "Force Majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
19. It is hereby understood and agreed that upon signing of this Application Form, the application is deemed to have completed all due diligence as to the right, title and interest of the Promoter to develop and market the Floor Residence and the applicant confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoter to convey the Floor Residence. The applicant has, prior to the date hereof, examined the copy of the RERA registration in respect of the project and has caused the said RERA registration to be examined in detail by his/her/its advocates and planning and architectural consultants.
20. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Floor Residence, as the case may be, without the previous written consent of the applicant as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities. Provided that, the Promoter may make such minor changes or alterations as may be required by the applicant, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals / instructions / guidelines of the competent authorities.
21. I / we understand that for the mutual benefit and enjoyment of the owners of Floor Residences in the project and in accordance with the concept / design promulgated by the Promoter, there will be regulations / restrictions in change of structure, facade, regulations relating to usage of rear open spaces, common lobbies, stilt areas, stair cases of adjoin plots, lift lobbies of adjoining plots etc. I / we understand that the same is for mutual benefit of the floor owners and is a fundamental part of the project. I/We consent to signing / agreeing to the terms / conditions in this regard as may be captured in the Agreement to Sell by the Promoter.
22. In the event that I/we withdraw any of the consent/s mentioned in this Application Form or in the event the validity of the same is challenged, then the amount of Total Price shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.
23. The Promoter may raise appropriate demand notices for the payment of the Total Price and

such other amounts required for the purpose of formation of the Association of Allottees upon me/us

24. The Promoter may at its own discretion, enable the formation of multiple societies comprising of multiple Buildings on the Larger Project Lands, as the case may be.
25. The Applicant(s) is not vested with any right, interest or entitlement in or over the Floor Residence, until a formal agreement for sale ("Agreement for Sale") is executed and registered between the Promoter and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Promoter. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to come present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Floor Residence on or before the payment of the Earnest Money failing which the Promoter shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit various amounts paid/due from the Applicant(s) subject to the provisions/limits as prescribed in the Applicable Laws.
26. I/we shall grant all the required assistance to the Promoter including signing of the agreements, deeds, declarations, consent(s) and other writings as and when demanded by the Promoter for lawful transfer of the said Floor Residence.
27. I/We shall not be entitled to the Sale/Transfer of the Floor Residence to any Third Party without the Promoter's prior written consent.
28. I/we have also agreed to bear and pay the Stamp Duty (if applicable) and Registration charges payable on the Agreement for Sale to be executed in pursuance hereof, all documents to be executed in pursuance to this including Deed of Conveyance and/or other vesting document of the Floor residences in favour of the applicant.
29. I/we hereby undertake to indemnify and keep you indemnified and your Promoter/director / partners / office bearers for any losses, damages, charges and expenses suffered by you on account of breach of any of the terms and conditions herein by me/us.
30. All the notices / communication to be served upon me/us as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Email /Courier / Registered A.D. / Speed Post/ hand delivery to me/us at my/our address contained in these presents. In case of any changes in my/our address, the same shall be communicated to the Promoter at least [15] days in advance. Any delay or default in this behalf at my/our end will not concede any extension of time or excuse for my/our non- payments or non-receipt of any letters/correspondences addressed to me/us.
31. If there is more than one applicant named in this Application Form, all obligations hereunder of such applicants shall be joint and several. All communications shall be sent by the Promoter to the first applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the applicants.
32. I/we have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.

33. The signatory is accepting the terms and conditions of these presents for himself / herself/ themselves/ draws complete authority to sign / accept the contents of these presents on behalf of the applicants. The Promoter shall be no way responsible in case the authority of the said signatory/ies is not valid.
34. I/we am/are aware that the contents of these presents shall supersede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
35. I/we am/are aware that all the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns.
36. I/we acknowledge that I/we have not relied upon the interiors depicted / illustrated in marketing collaterals /the sample Apartment / mock Apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.
37. Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this Application Form becomes inoperative and/or illegal and void, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
38. I/we am/are aware that the rights and obligations of the parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India for time being in force. Courts situated in Gurugram, Haryana shall have the jurisdiction for all matters arising out of this Application Form.
39. I/we hereby agree that if any dispute arising out of these presents is not resolved through such mutual discussions within [30] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Haryana Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event that we choose to refer such Dispute to the Conciliation Forum formed by the Haryana Real Estate Regulatory Authority, I/we hereby grant the Promoter my/our irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon me/us.
40. I/we agree that maintenance charges for the facilities, services and common area maintenance in accordance with community rules and standard in gated project, will be borne by all the residents / owners on pro data and mandatory basis. Besides the common area maintenance, the residents / owners shall have to pay for their share of maintenance for common facilities and equipment provided at the unit's level, which will be mandatorily shared among all the four residents / owners of the particular plot / unit regardless of whether they use them frequently or not.

Map demarcating 35 Plots i.e. the Project



SCHEDULE - III

Specification of the Floor Residence



SCHEDULE - IV

Common Areas

Which are within the subject plot

The term “**Common Areas**” shall mean and include the areas described below:

- (i) Stilt Area, its entry and ramp and services allocated at stilt level;
- (ii) the lifts, lift lobbies, lift shaft, (both ground and individual floor lobbies), staircases, common entrances;
- (iii) the lift machine room, mummy and service areas of the terraces. This includes areas where services are installed including Overhead tanks, Booster pumps, solar panel, water meters and air conditioning outdoor units;
- (iv) Rear open spaces and Front set back;
- (v) Floors exteriors (All sides including front, rear and side);
- (vi) Electricity panel / board/ stilt electricity meter;
- (x) Electrical & plumbing shafts;
- (xi) Sewer pit;
- (xii) Rainwater/Storm Waterpit.

**FLOOR PLAN OF THE FLOOR RESIDENCE AND PARKING (BASEMENT AND TERRACE,
IF APPLICABLE)**



SCHEDULE – V

PRICE SHEET AND PAYMENT PLAN

The Total Price of Unit for Residential usage as per the breakup and description provided hereinbelow is

UNIT COST SHEET			
PARTICULARS	AMOUNT (RS.)	GST/TAX (AS APPLICABLE) (RS.)	NET AMOUNT
CAR PARKING	FREE	FREE	FREE
BASIC UNIT COST			
PLC AMOUNT (IF ANY)			
TOTAL UNIT COST (Excluding other charges, gst, possession charges, govt charges etc)			

CHARGES PAYABLE AT THE TIME OF POSSESSION			
IFMS CHARGES (TO BE PAY AT THE TIME OF POSSESSION)			
POWER BACK UP (TO BE PAY AT THE TIME OF POSSESSION)			
SPORTS FACILITY (TO BE PAY AT THE TIME OF POSSESSION)			

Note: -

- The Developer/ Promoter may float some other Payment Plans from time to time during the tenure of the project as per the market conditions.
- PLCs will be charged extra on subject to and as applicable basis.
- Sports facility charges, IFMS, Power back up charges and possession charges will be charged separately at the time of possession, as applicable.
- Stamp duty & registration charges are not included in the above payment plan and will be charged to the client/ Allottee at the time of Possession.
- Any other charges levied by agencies, Authorities, Govt. or developer shall be payable extra, as applicable.
- In case the allottee fails to pay as per the payment plan for his/ their allotment, the allottee shall be liable to pay interest as provided in Rule 15 of HRERA Rule 2017.
- The Payment Plan/ Schedule may be preponed if the Occupation / Part Occupation Certificate is received before the scheduled possession period.

PAYMENT PLAN



AFFIDAVIT / ACCEPTANCE-CUM-DECLARATION

I/We,

_____, S/D/W of Mr./Ms. _____, R/o _____, aged ____ years.

_____, S/D/W of Mr./Ms. _____, R/o _____, aged ____ years.

_____, S/D/W of Mr./Ms. _____, R/o _____, aged ____ years.

(Hereinafter referred to as the “Applicants”), do hereby solemnly affirm, declare and undertake as follows:

1. That I/we have applied for an Unit admeasuring tentatively Carpet Area _____ vide my/our Application/ Booking form no _____ in the project namely “**AVANI SINGATURE FLOORS**” at ANAND NIKETA Site Address Sector-2, Sohna, Gurugram, Haryana being developed by **M/s N. S. Buildtech Pvt. Ltd.**
2. That towards the booking amount while applying for above Unit, I/we have made a payment as per details mentioned below:-

Sr. No.	Amount	Instrument Date	Bank Name	Instrument Number	Payment Mode

3. That the Applicant(s) states, declares and affirms that the investments or transactions made by him while making the payments towards the consideration of above Unit are from the account is through his / her owned legitimate and lawful sources and the Applicant(s) has not engaged in or shall not engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of offenses designated in Anti Money Laundering Laws.
4. That the Applicant(s), hereby declares and undertake that the transactions in his/her accounts with the Company in respect of his/her Unit are and shall continue to be conducted at all times in compliance with the applicable financial record keeping, due diligence and reporting requirements, under the applicable laws pertaining to the prevention of money laundering, and the rules/regulations thereunder and guidelines issued (collectively called and referred to as “Anti Money Laundering Laws”), administered or enforced by any applicable government agency(ies), authority(ies) or body(ies), and no action, suit or proceeding involving the Applicant(s) with respect to money laundering by or before any Government authority, Judicial authority, agency or body is pending, or to the best of knowledge of the Applicant(s) is threatened. Further, the Applicant(s) shall immediately bring to the knowledge of the Company if any such suit, action or proceedings are initiated against him.
5. That I/We shall always be abiding my/our above assertions/statements, and I/We shall keep the Company indemnified against any Liability/prosecution/lawsuits/claim/ whatsoever nature that may arises on account of my false statement or declaration as stated above

VERIFICATION

This is verified on _____ day of _____ that my above statement is true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

DECLARATION FROM NRI BUYER

To,

Dated:

N S Buildtech Private Limited
122, First Floor,
Universal Trade Tower, Sector-49, Sohna Road, Gurugram
Gurugram, Harayna-122018

Dear Sir/Madam,

I _____ S/o _____ having residence address Flat/Door/Block No. _____
having passport No. _____ citizen of _____
Permanent Account Number _____ Aadhaar No. _____ (if available) do

hereby provide my information to the best of my knowledge:

S. No.	Particular	Particular
1.	Name as per passport	
2.	Aadhar Card No. , (if available	
3.	PAN Card No. , (if available	
4.	Former Name, if any	
5.	Date of Birth	
6.	Place of Birth	
7.	Farther Name	
8.	Residential status of Previous year as per section 6 of the Income-tax Act, 1961	Resident and ordinary resident Resident but Non ordinary resident Non-Resident
9.	Are you resident of India as per provisions Foreign Exchange Management Act, 1999?	Yes / No
10.a	Are you purchasing the property in jointly with spouse	Yes / No
10.b	If Yes- Ratio of payment between Joint Owners	
11.	If your answer in Point No. 9 is “No” that is you are non-resident as per provisions Foreign Exchange Management Act, 1999.	I hereby declare that: i. I am an Indian citizen living abroad or an Overseas Citizen of India (OCI) cardholder. ii. I am fully aware that a foreign citizen without an OCI card and who is not a 'resident of India' as per the Foreign Exchange Management Act, 1999, cannot buy immovable property in India. iii. I am further aware that I can buy only one property jointly if my spouse is a foreign citizen (not having the OCI). iv. I understand that immovable property includes only residential and commercial properties, not agricultural land or farmhouses. v. I understand that citizens of Pakistan, Bangladesh, Sri Lanka, China, Afghanistan, Iran, Nepal, Bhutan, Hong Kong, Macau or the Democratic People's Republic of Korea (DPRK) cannot buy property without obtaining prior approval from the Reserve Bank of India (RBI). However, prior approval from RBI is not required for OCI cardholders. vi. I understand that the payment will be made from my NRO account, NRE account, FCNRB, or a foreign bank directly to the seller's account as per the Foreign Exchange Management Act, 1999. There will be no involvement of any third party in this transaction.

Further, the above stated facts are true and correct. I indemnify “N S Buildtech Private Limited” if any of my statement/facts are found untrue.

In support of my declaration, I hereby attaching following self-attested copy of documents:

Passport	OCI	PAN Card	Aadhar Card	Latest Utility Bill	One National ID Proof like Driving License etc.
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-----For Office Use Only-----

Receiving Officer-

Name _____

Date- _____

Signature _____

1. Form Status-

☐ **Accepted**

☐ **Rejected**

Residential Independent	Unit & Floor Number	
Carpet Area	Sq. Mtr.	
Balcony Area	Sq. Mtr.	
Parking Space	One Car Parking Space	Type: Stilt

2. TOTAL PRICE payable for the said unit (Residential Independent Floor) including Part BASEMENT, Part TERRACE and One CAR PARKING SPACE is

In Figures: Rs.

In Word: (Rupees _____ Only).

3. PAYMENT PLAN-

- ☐ **Down Payment**
☐ **Possession Linked Payment Plan**
☐ **Construction Linked Plan**

4. Booking Amount Receiving Details

Payment Received vide Cheque/DD/RTGS/IMPS/UPI/Pay Order No.

5. Booking Receipt No. _____ **Dated:** _____

6. Booking Source: a) **Direct** b) **Real Estate Agent / Channel Partner**

Name:

Registration Number:

Address:

Signature (with Stamp):

7. Checklist For Receiving Officer:

- ☐ Amount paid along with Application.
- ☐ Applicant's signature on all pages of the Application form at places as specified.
- ☐ PAN No. & copy of PAN Card/Form60/Form 49A.
- ☐ Aadhaar No. & Copy of Aadhaar Card.
- ☐ For Companies: Certified copies of Certificate of Incorporation, PAN, Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.
- ☐ For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant(s) / IPI-7/ Passport Photocopy/OCI.
- ☐ For NRI: Copy of Passport/Foreign Inward Remittance from the account of the Applicant(s) /NRE/NROA/of the Applicant(s).
- ☐ For Partnership Firm: Partnership Deed and authorization to purchase.
- ☐ For LLP: Certificate of Incorporation, LLP Agreement and resolution in support of the authorized signatory

Signature of the Authorised Person

Name and Designation

DATE :

PLACE: