



— GILCO —
PARKHILLS

AIRPORT ROAD, MOHALI

APPLICATION FORM

Date: _____

To

Gillco Developers & Builders Pvt. Ltd.
Sector 127, NH 21,
Greater Mohali.

Subject : Application for booking of Apartment in your project Gillco Park Hills, Sector 126, Airport Road, Mohali.

Dear Sir,

I/We request that/We may be registered for allotment of a residential Apartment in Gillco Park Hills, Sector 126, Airport Road, Mohali.

I/We agree to sign. and execute, as and when required by the Company, Buyers Agreement and /or such other documents(s). on the Company's standard format and I/We agree to abide by the terms and conditions of sale.

I/We remit herewith a sum of Rs. _____ (Rupees) _____

_____ Cash/Bank Draft/Cheque No. _____ Dated _____

in favour of **Gillco Developers & Builders Pvt. Ltd.** payable at Chandigarh.

I/We further agree to pay installments as per payment plan opted by me/us and annexed here to:-

Signature of First Applicant

Signature of Second Applicant

FIRST APPLICANT

Mr./Mrs./Ms. _____

Status Major Minor Age _____Occupation Govt. Service Private Self Employed Professional Self Employed (Business/Industry) OtherAffix Passport Size
Photograph Here

Residential Status: Resident / Non Resident / Foreign National of Indian Origin

Nationality _____

S/W/D of _____

Mailing Address _____

Pin _____ Ward / Circle / Range (where assessed) _____

Office Name _____ Designation _____

Address (O) _____

_____ Pin _____

Telephone (O) _____ (R) _____ Fax _____

Mobile _____ Email _____

SECOND APPLICANT

Mr./Mrs./Ms. _____

Status Major Minor Age _____Occupation Govt. Service Private Self Employed Professional Self Employed (Business/Industry) OtherAffix Passport Size
Photograph Here

Residential Status: Resident / Non Resident / Foreign National of Indian Origin

Nationality _____

S/W/D of _____

Mailing Address _____

Pin _____ Ward / Circle / Range (where assessed) _____

Office Name _____ Designation _____

Address (O) _____

_____ Pin _____

Telephone (O) _____ (R) _____ Fax _____

Mobile _____ Email _____

Provisional Registration

Apartment No. _____ Type _____

Tower / Block / Building No. _____ Super Area _____

Floor _____ Terrace Area _____

Detail of Parking _____

Payment Plan Opted A B C**Payments**

Basic Price _____

PLC _____

IFMS _____

Club Charges _____

Total Price Payable _____

Charges (If any) _____

Total Amount Payable _____

I/We, the above applicant (s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing has been concealed there from

Signature (s)

Signature (s)

(First / Sole Applicant)_____
(Second Applicant)

Date _____

Notes:

1. Plan (A): Down Payment Plan Plan (B): Construction Payment Plan Plan (C) Subvention Scheme
2. All Cheques/Drafts to be made in favour of "Gilco Developers and Builders Pvt. Ltd. Payable at Chandigarh.
3. Dispute if any are subject to the exclusive jurisdiction of Courts, District Mohali.

- PLC = Preferential Location Charges
- IFMS = Interest Free Maintenance Security

Terms and Conditions

1. THAT the intending allottee(s) has applied for registration for allotment of a flat with full knowledge of laws, notification and rules applicable to this area.
2. THAT the intending allottee(s) has fully satisfied himself about the interest and title of the company in the Project comprised in Mohali.
3. THAT the intending allottee(s) shall pay to the Company the consideration, as per the payment plan annexed hereto.
4. THAT the intending allottee(s) shall pay the basic price and other charges on the basis of "Super Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the Services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas.
5. THAT for preferentially located flats, extra charges as stipulated shall be payable by the intending allottee(s)
6. THAT the time of payment of installments as per the payment plan shall be essence of this transaction, it shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of allotment and sale. In case, the payment of any instalment is delayed, the intending allottee(s) shall be liable to pay interest, calculated from the due of the outstanding amount, @18% p.a. compounded at the time of every succeeding instalment. However, if the intending allottee(s) fails to pay any instalment with interest within 60 days, from due date, the company shall have the right to forfeit the entire amount of Earnest/Registration money deposited by the intending allottee(s) and in such a case the allotment of the said flat shall stand cancelled and the intending allottee(s) shall be left with no right or lien on the said flat. The amount paid, if any, over and above the Registration/Earnest money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the intending allottee(s).
7. THAT Earnest Money shall be deemed to be 15% of the total amount payable.
8. THAT basic price of the flat is firm.
9. THAT the basic price is inclusive of the external development charges (EDC) for external services to be provided by the Punjab Govt. as applicable the date of grant of Licence, however in the event of any increase in the External Development Charges, thereafter, the same shall be payable by the intending allottee(s) proportionately as and when demanded by the Company.
10. THAT all taxes and statutory levies presently payable in relation to land comprised in Mohali have been included in the price of the flat. However, in case, any further increase and/or any fresh tax, charges, cess, duty, invy, service tax, vat etc. by the Govt. or other statutory authorities, the same shall be payable by the allottee(s) proportionately on demand of the company.
11. THAT if for any reason the Company is not in a position to allot the flat applied for, the company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited with simple interest at the rate of 7% p.a. However, the Company shall not be liable for any compensation on the account.
12. THAT the company shall have the right to effect suitable and necessary alteration in the layout plan, if and when found necessary. Such alterations may include change in the floor, block and number of the flat. To implement any such change and if considered necessary a supplementary agreement, may be executed with the allottee(s). Further if there is any increase/decrease in the super area of the Apartment, revised price will be payable/adjustable at the original rate at which the flat has been looked for sale.
13. THAT the specifications of the flat are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
- 13(A) THAT is How ever at the timing of handing over the flat will be handed over on as per the details and specifications given in the application form and brochure.All though sample flat may be shown at the time of sale, but the actual flat will be given as per the details specification in the registration form and brochure only.The flat to be handed over will never be compare with the sample flat.
14. THAT after completion of flat and receipt of full consideration stamp duty, or other charges payable by the intending allottee(s), the conveyance deed shall be executed in favour of the intending allottee(s). Presence of the allottee(s) is required before the registration authorities: and the intending allottee(s) shall make , himself/herself/themselves available for the purpose.
15. THAT the Company would pay to the allottee(s) amount @Rs.5/- per sq. ft. per month for any delay in offering possession of the flat beyond the period stipulated in the apartment buyers agreement for delivery of possession.
16. THAT the intending allottee(s) shall take possession of the flat within 30 days from the date of final notice of the possession failing which the intending allottee(s) shall be deemed to have taken possession of the flat. In such a case the Company shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the flat, occasioned due to failure of the allottee(s) to take possession within the stipulated time. Besides, holding charges@Rs.5/- per sq.ft. and the maintenance, as determined by the Company Maintenance agency, shall also be payable by the allottee(s) till such time the allottee(s) takes physical possession of the flat.
17. THAT the intending allottee(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the flat.
18. THAT as and when required, the intending allottee(s) will sign and execute all other Agreements and or for the purpose of obtaining electricity, power backup facility, etc.
19. THAT the intending allottee(s) shall pay maintenance charges for maintenance of various common services and facilities (excluding internal maintenance of flat) in the complex, as determined by the company or its nominated agency until those services are handed over to the Association of Residents. The maintenance charges shall be payable in the manner as stipulated in the Maintenance Agreement executed by the allottee(s).
20. Further in addition to the payment of maintenance charges, the allottee(s) shall pay a Interest free Maintenance Security (IFMS) towards creation of a "SINKING FUND". The security deposit and or the interest earned by the Company from this "SECURITY DEPOSIT", shall be utilized towards cost of replacement, refurbishing, major repairs of the plants and equipments etc., installed in the said complex or towards any unforeseen contingency occurring in future. However, on formation of the "Association of Residents" the balance fund available in the this account shall be remitted to the Association as mutually agreed to.
21. THAT the Company shall provide Fire Safety measure as per existing Fire Safety Code/Regulation. If, due to any subsequent legislation, Govt. order or directive or guidelines, or if deemed necessary by the Company, any further fire safety means are required to be provided, the intending allottee(s) shall pay the same, on pro-rata basis.
22. THAT the intending allottee(s) is entitled to get the name of his nominee substituted in his/her place with prior approval of the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper and as per the buyers agreement.
23. THAT the intending allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company by registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address. Intending allottee(s) shall be responsible for any default in payment and/or other consequences that might occur therefrom.
24. THAT the intending allottee(s) shall solely be responsible for compliance with all applicable laws, notification, guidelines, etc. for purchase of immovable property in India.
25. THAT the intending allottee(s) undertakes to abide by all the laws, rules and regulations "Punjab Apartment & Property Regulation Act 1995" or any law as may be made applicable to the said Apartment/Complex.
26. THAT the allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Apartment Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. required for the purpose.
27. THAT the allotment of the flat is the discretion of the Company and the company has a right to reject any offer/application.
28. That all disputes, differences arising out of, in connection with or in relation to this transaction, shall be mutually settled between the parties. In case any, differences arising out of, in connection with or in relation to this transaction, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. This contract/ agreement shall be subject to jurisdiction of courts at Mohali. Any dispute related to this contract shall be referred to an arbitrator who shall be appointed by the Managing Director and Chief Administrator of the Builder. The arbitration proceedings will be held as per law. The award passed by the arbitrator or arbitrators will be final and binding upon both the parties.
29. THAT Non-Residents/Foreign National of Indian Origin allotted(s) shall abide the Foreign exchange Laws, FEMA, RBI regulations etc. and the allottee(s) shall be solely responsible for any non-compliance of same.
30. Possession will be handed over to allottee(s) only on payment of entire considering along with other dues.

We, the above applicants do hereby declare that the above particulars/information given by me/us are true and correct to the best of my knowledge and nothing has been concealed therein. I/We also declare that the above terms and conditions have been read.

Signature of Intending Allottee(s)

Authorised Signatory

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