

SEAVIEW | LAND



APPLICATION FOR ALLOTMENT BY SALE

Seaview Land Marvel City, Sindhudurg, Maharashtra, India

Application for allotment of a plot in _____, **Taluka Vengurla, District, Sindhudurg, Maharashtra, India.**

Seaviewland.in
298, LG, Sector 55, Gurgaon -
122003.

Dear Sir(s),

The Applicant understands that the Company (hereinafter defined), is promoting the Said Township (hereinafter defined).

The Applicant requests that the Applicant may be allotted a plot in the Said Township (Layout attached at **Annexure I**) as per the Company's:

Down Payment Plan /Installment Payment Plan Subvention Scheme

The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same.

The Applicant encloses herewith a sum of Rs _____ /- (Rupees _____ only) bank draft/ cheque No. _____ dated _____ drawn in favor of the Company payable at _____ as booking amount.

The Applicant agrees that if the Company allots the Said Plot (hereinafter defined), then the Applicant agrees to pay the Total Price (hereinafter defined), and all other amounts, charges and dues as per the payment plan attached as **Annexure II**, opted by the Applicant and/or as and when demanded by the Company or in accordance with the terms of this Application/ Allotment Letter (hereinafter defined), that shall be executed by the Company on the Company's standard format.

The Applicant has clearly understood that by submitting this Application, the Applicant does not become entitled to the final allotment of the Said Plot in the Said Township, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant. The Applicant further understands that it is only after issuance of the Allotment Letter, that the allotment will get confirmed and after the Applicant signing and executing the Allotment Letter and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Plot shall become final. If the Applicant fails to execute and return the Allotment Letter within (30) thirty days from the date of its dispatch by the Company, then the Company shall have the discretion to treat this Application as cancelled and on such cancellation, the Earnest Money (hereinafter defined), along with the Non Refundable Amounts (hereinafter defined) paid by the Applicant, shall stand forfeited. The Applicant understands that the layout plans for the Said Township as sanctioned by the concerned authorities including Gram Panchayat, Taluka Vengurla, are tentative and subject to change as per the discretion of the Company or as directed by any competent authority. The Applicant understands that if for any reasons, the Company is not in a position to finally allot the Said Plot within a period of one (1) year from the date of this Application, the Company shall refund the amounts deposited by the Applicant in full without any deduction to the Applicant. The Applicant will give notice to the Company after the expiry of one year. The Company shall refund such amounts within 30 days of receipt of such notice from the Applicant. The Applicant

understands that the Company shall have no other liability of any kind except the refund of this amount.

The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the Said Plot and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Township/ Said Plot. 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 Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Allotment Letter.

The particulars of the Applicant are given below for Company's reference and record:

1. SOLE OR FIRST APPLICANT

Mr. /Mrs. / Ms/ _____
S/W/D of _____ Nationalty _____
Age _____ years
Profession _____
Residential Status: Resident / Non Resident / Foreign National Of Indian
Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range and Place where assessed to Income
Tax _____
Office Name & Address _____
Tel. Nos. _____
Email: _____ Mobile: _____
Mailing Address: _____

Tel. No. _____

Please
affix your
photograph here

2. SECOND APPLICANT

Mr. /Mrs. / Ms/ _____
S/W/D of _____ Nationalty _____
Age _____ years
Profession _____
Residential Status: Resident / Non Resident / Foreign National Of Indian
Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range and Place where assessed to Income
Tax _____
Office Name & Address _____

Please
affix your
photograph here

Tel. Nos. _____
Email: _____ Mobile: _____
Mailing Address: _____

Tel. No. _____

3. THIRD APPLICANT

Mr. /Mrs. / Ms/ _____
S/W/D of _____ Nationality _____
Age _____ years
Profession _____
Residential Status: Resident / Non Resident / Foreign National Of Indian
Origin _____
Income Tax Permanent Account No. _____
Ward / Circle / Special Range and Place where assessed to Income
Tax _____
Office Name & Address _____
Tel. Nos. _____
Email: _____ Mobile: _____
Mailing Address: _____
Tel. No. _____

Please
affix your
photograph here

4. DETAILS OF PLOT

Area : _____sq.mtr. (approx) / _____sq.ft.(approx.)

Block: _____ Number: _____

5. DETAILS OF PRICING

Basic sale price Rs. _____ per sq. mtr.
(Rs. _____ per sq. ft.)

PLC, if applicable

*@ Rs. _____ /- per sq. ft. (Rs. _____ /-
per sq. mtr.) of the plot area for corner plot aggregating to
Rs. _____ /-
: *@ Rs. _____ /- per sq. ft. (Rs. _____ /-
per sq. mtr.) of the plot area for park facing plot aggregating
to Rs. _____ /-
: *@ Rs. _____ /- per sq. ft.
(Rs. _____ /- per sq. mtr.) of the plot area _____
for commercial spaces facing plot _____
aggregating to Rs. _____ -.
: *@ Rs. _____ /- per sq. ft. _____
(Rs. _____ /- per sq. mtr.) of the plot area
for play ground facing plot aggregating to

Rs. _____ /-.*@
 Rs. _____ /- per sq. ft. (Rs. _____ /-
 per sq. mtr.) of the plot area for 24m road facing plot
 aggregating to Rs. _____ /-.
 : *@ Rs. _____ /- per sq. ft.
 (Rs. _____ /-
 per sq. mtr.) of the plot area for 18m road facing plot
 aggregating to Rs. _____ /-.
 Total PLC payable: Rs. _____ /-
 Total amount payable for the Said Plot:
 Rs. _____ /- (Rupees _ only.)
 *Strike whichever is not applicable.

Total PLC payable: Rs. _____ /-
 Total amount payable for the Said Plot: Rs. _ /- (Rupees _ only.)

*Strike whichever is not applicable.

6. DECLARATION:

The Applicant does hereby declare that this Application is irrevocable and that the above particulars / information given by the Applicant are true and correct and nothing has been concealed therefrom.

Date _____

Yours faithfully,

Place _____

Signature of Applicant

Name of Broker : _____

Address : _____

STAMP AND SIGNATURE:

-----FOR OFFICE USE ONLY-----

1. RECEIVING OFFICER :

Signature _____

Name _____

Date: _____

/ REJECTED

2. ACCEPTED

3. DETAILS OF PLOT

Area : _____sq.mtr. (approx)/_____sq.ft.(approx.)

Block : _____ Number : _____

4. DETAILS OF PRICING

Basic sale price Rs. _____per sq. mtr
(Rs. _____per sq. ft.)

PLC, if applicable

: *@ Rs. _____/- per sq. ft. (Rs. _____/-
per sq. mtr.)of the plot area for corner plot
aggregating _____ to
Rs. _____/-.

: *@ Rs. _____/- per sq. ft.
(Rs. _____/- per sq. mtr.) of the plot
area for park facing plot aggregating to
Rs. _____/-.

: *@ Rs. _____ /- per sq.
ft. _____
(Rs. _____/- per sq. mtr.) of the plot area for
commercial spaces facing plot aggregating to
Rs. _____ *@ Rs. _____
/- per sq. ft.
(Rs. _____ /- per sq. mtr.) of the plot area for play
ground facing plot aggregating to
Rs. _____/-.

: *@ Rs. _____ /- per sq. ft. (Rs. _____/- per sq.
mtr.) of the plot area for 24m road facing _____ plot
aggregating to

: *@ Rs. _____/- per sq. ft. (Rs. _____
Rs. _____/-/-
per sq. mtr.) of the plot area for 18m road
facing _____ plot aggregating to
Rs. _____/-.

Total PLC payable: Rs. _____ /

Total amount payable for the Said Plot: Rs _____ /-
(Rupees _____only)

*Strike whichever is not applicable.

5. **PAYMENT PLAN:** Down Payment/ Installments payment plan
Subvention Scheme

6. **Payment received vide** Cheque / DD / Pay Order No. _____ dtd

_____ for _____ Rs. _____ out of NRE / NRO
/ FC / CA _____ Acct_ _____ SB / CUR /

Provisional booking receipt no. _____

7. _____ dated _ _____

8. BOOKING: DIRECT /THROUGH SALES ORGANISER

9. Sales Organizer's (Broker's) Name & Address:

10. Check List for Receiving Officer:

- (a) Booking Amount cheque/ draft
- (b) Customer's signature on all pages of the Application form at places marked 'X'
- (c) PAN No. & copy of PAN Card / Undertaking
- (d) For Companies : Memorandum & Articles of Association and certified copy of Board Resolution
- (e) For Foreign Nationals of Indian origin: Passport photocopy and payment either as Foreign Inward Remittance from the account of Applicant or from Non-Resident/ FCNR A/c. of Applicant.
- (f) For NRI : Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant or from Non-Resident A/c. of Applicant

9. _____

Remarks: _____

Date :

Place: Authorised Signatory Signature:

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR
ALLOTMENT OF A PLOT IN MARVELCITY, SINDHUDURG, MAHARASHTRA**

The terms and conditions given below are merely indicative and more comprehensively set out in the Allotment Letter which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

Definitions and Interpretation:

In this Application, the 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.

"Act" means any other rule, statutory enactment, amendment or modifications thereof.

“Additional PLC” means the charges payable in addition to the PLC for the Said Plot being additionally preferentially located, calculated on -per sq ft/ per sq mtr basis of the plot area of the Said Plot.

“Allotment Letter” means the plot allotment letter, to be executed by the Applicant and the Company on the Company’s standard format.

“Applicant(s)” means the person(s) applying for allotment of the Said Plot, whose particulars are set out in this Application and who have appended their signatures in acknowledgement of having agreed to the terms and conditions of this Application and the Allotment Letter.

“Application” means whole of this application form including all annexures, schedules, terms and conditions for allotment of the Said Plot in the Said Township

“Company” means Seaviewland.in having its registered office at 298 LG, Sector 55 Gurgaon - 122003 and includes its affiliates and sister concerns, subsidiaries, associates and holding companies.

“Earnest Money” means an amount equal to ten percent (10%) of the basic sale price and PLC and Additional PLC.

“EDC” means the external development charges levied/leviable on the Said Township by the Government or any other competent authority and also includes any increase in such charges by whatever name called or in whatever form and with all such conditions imposed by the government or any other competent authority. The tentative EDC works out to **Rs. 31/- per sq. ft.** (Rs. 334 per sq. mtr.) to be paid by the Applicant at the time of offer of possession or as and when demanded by the Company.

“IDC” means the infrastructure development charges, levied or leviable by the Maharashtra Government or any other authority with regard to the development of State/ National Highways, transport, irrigation facilities, power & water facilities etc. or by whatever name called.

“IFMS” means the interest free maintenance security deposit to be paid by the Applicant for maintenance and upkeep of the Said Township, to be paid as per the payment plan to the Company or the Maintenance Agency @ **Rs.100/- per sq. mtr.** of the plot area of the Said Plot.

“Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform its obligations under this Application/Allotment Letter, which shall include:

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;

- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Application/Allotment Letter; or
- (g) any legislation, order or rule or regulation or interpretations thereof, made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Township or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any legislation, order or rule or regulation or interpretations thereof made or issued by the Govt. or any other authority which requires re- design and re-approval by the concerned authorities.
- (i) any event or circumstances analogous to the foregoing.

“Maintenance Agency” means the person(s) who shall carry out the maintenance and upkeep of the Said Township and who is responsible for providing the maintenance services within the Said Township which can be the Company or association of plot owners or such other agency / body to whom the Company may hand over the maintenance of the Said Township.

“Non Refundable Amounts” means the interest paid on delayed payments , interest on installments paid or payable, deduction of brokerage paid by the company, if any, etc.

“PLC” means the charges for preferential location of the Said Plot payable as applicable to be calculated on per sq ft./per sq.mtr. basis of the plot area of the Said Plot as mentioned in item no5 of this Application hereinabove.

“Said Plot” means the specific plot applied for by the Applicant, details of which have been set out in this Application and includes any alternative plot in lieu of the Said Plot.

‘Said Township’ means the township being developed by the Company under the name and style of **‘MARVEL City SEAVIEWLAND.IN New Sindhudurg’** as per the plans approved by the competent authority at AB Bypass Road, Sindhudurg, Maharashtra India.

“Taxes” shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Township.

“Total Price” means the amount amongst others, payable for the Said Plot which includes basic sale price, PLC (if the Said Plot is preferentially located), Additional PLC calculated on per sq ft/ per sq mtr basis of the plot area of the Said Plot but does not include other amounts, charges, security amount, IFMS etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Allotment Letter, including but not limited to :

- i) EDC, IDC, increase in IDC, increase in EDC, wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Township.
- ii) IFMS
- iii) Maintenance charges, Additional PLC, property tax, municipal tax on the Said Plot.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Allotment Letter and conveyance deed etc. which shall be borne and paid by the Applicant.
- v) Taxes
- vi) The cost for electric and water meter as well as charges for water, sewer and electricity connection and consumption charges.
- vii) Club membership fees and club charges, as applicable.
- viii) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.

which amounts shall be payable by the Applicant in accordance with the terms and conditions of the Application / Allotment Letter and as per the demand raised by the Company from time to time.

For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

1. (a) The Applicant has applied for allotment of the Said Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Township and has also satisfied himself about the arrangement/title/interest/rights of the Company in the land on which the Said Township is being developed/constructed. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and the same cannot be withdrawn.

(b) The Applicant further confirms that the Applicant has examined / considered all other similar property options and that in the opinion of the Applicant, the Said Plot/ Said Township meets the Applicant's choice and requirement.
2. The Applicant shall pay the Total Price of the Said Plot in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Allotment Letter in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Plot and other charges are calculated on the basis of the Plot area of the Said Plot. The Applicant shall pay the Total Price of the Said Plot in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Allotment Letter in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Plot and other charges are calculated on the basis of the plot area of the

Said Plot which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application.

3. Subject to the other terms and conditions of this Application/Allotment Letter on and only after the payment of the Total Price and other charges as per the Application/Allotment Letter, shall the Applicant have the ownership of the plot area only.
4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers and school, if any, constructed in the Said Township. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, school etc., or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.
5. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in the Application and/or the Allotment Letter do not include any payment whatsoever for any lands, buildings, common areas, facilities and amenities falling outside the Said Plot and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant shall have any right, title or interest of any kind whatsoever in any lands, common areas and facilities and amenities falling outside the Said Plot. The Applicant understands and confirms that the Company may carry extensive developmental / construction activities for many years in future in the entire area falling outside the Said Plot and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant due to such developmental /construction activities or incidental / related activities. It is agreed by the Applicant that all rights including the ownership thereof, of land(s), facilities and amenities outside the Said Plot, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Company may deem fit in its sole discretion.
6. The Applicant agrees and understands that the Said Plot/Said Township may be subject to the Act. The Applicant agrees and confirms that the Applicant's right, title and interest in the Said Plot, common areas and facilities shall be limited to and governed by what may be decided or specified by the Company in a declaration filed by the Company under the Act. The Applicant shall be required to join the society/association of the owners in the Said Township and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.

7. The Applicant agrees that if, due to change in the layout plan, the Said Plot becomes preferentially located or additionally preferentially located, then the Applicant shall pay, as and when demanded by the Company, PLC /additional PLC, as may be applicable. The Applicant further agrees that, if due to any change in the layout plan, the Said Plot ceases to be in a preferential location, the Company shall refund only the amount of PLC paid by the Applicant and such refund shall be adjusted in the last installment as per the payment plan opted by the Applicant and the Applicant agrees to the same and shall not raise any further dispute or claim.

8. The Applicant agrees to pay Rs. 1,00,000/- (One lakh only) towards membership of the club facility to be provided in the Said Township for the period of five years commencing from date of offer of possession / completion of club whichever is later.

The amounts shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant and the Applicant shall be required to sign the necessary documents for membership of the club which shall contain the detailed terms and conditions. After 5 years the Applicant shall have the option to renew the membership on payment of such charges and on such terms and conditions as applicable at that time.

9. The Applicant agrees to pay the EDC as per the payment plan or as and when demanded by the Company. The Applicant agrees to additionally pay on demand any increase in EDC with all conditions imposed by the competent authorities. If EDC is increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Applicant agrees to pay increase in EDC directly to the government or to the Company forthwith of the Company raising such demand. The Applicant agrees that the Company shall have the first charge and lien on the Said Plot to the extent of unpaid amount.

10. The Applicant agrees to pay contingency security deposit of Rs. 50/- per sq. mtr. (to be calculated on plot area basis) either at the time of offer of possession or as and when demanded by the Company, which shall be adjusted towards EDC or IDC or any increase in EDC or IDC. The Applicant shall be liable to replenish the contingency security deposit within a period of three (3) working days of demand raised by the Company, failing which the Applicant shall be liable to pay an interest @ 7% per annum on the shortfall of the adjustable contingency security deposit from the date of shortfall in contingency security deposit till the date of actual payment.

11. The Applicant agrees and confirms to pay the IDC either directly to the concerned authorities or if paid by the Company or demanded from the Company, pay the same to the Company on pro-rata basis in accordance with demand being raised by the Company on the Applicant in this regard. The Applicant acknowledges that in case IDC are levied/ demanded by the government or any other authority from the Company with retrospective effect or after execution of the conveyance deed, the Applicant shall be liable to pay the same on demand. The demand raised by the Company on the Applicant shall be treated as unpaid sale price of the Said Plot and the Company shall have first charge and lien on the Said Plot to the extent of such unpaid amount till such amount is paid by the Applicant.

12. The Applicant agrees and understands that in addition to Total Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:

- a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the area of the Said Plot to the total area of the Said Township.
 - b) The Company shall periodically intimate to the Applicant herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation
13. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, Taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Township/Said Plot or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. In addition, service tax will be payable as and when demanded by the company. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Plot is assessed separately
 14. The Applicant is aware that the Company or its agents may at their sole discretion without being under any obligation and subject to such Government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the Said Township from any nearest river, canal, reservoir, bore wells, wells, water tanker and/or any other source. The Applicant agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Said Township, by whatever name called either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on demand.

The Applicant shall pay the Company or its agents as the case may be, such amount(s) and other charges for the actual consumption of water so supplied to the Said Plot based on such tariff as may be fixed by the Company or its agents at their sole discretion. The Applicant agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Said Plot and the Company shall have the first charge and lien on the Said Plot to the extent of such unpaid amount.

15. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Allotment Letter.
16. The Applicant has inspected the plans and has applied for allotment of the Said Plot with the specific knowledge that the plans, location of the Said Plot and all other terms and conditions are tentative and are liable to change/ modification and alteration. The alteration may, inter-alia involve all or any of the following changes including change in the position of the Said Plot, change in the number of the Said Plot, change in its boundaries, change in its dimension, change in its direction, change in its shape, change in its location or change in its area at the sole discretion of the Company and subject to changes by the competent authority. In case of modification and alteration in the Said Plot, prior to and/or upon the grant of completion certificate by the Company's architect or by the competent authority resulting in variation of more than 10% in the area of the Said Plot, then the Applicant will be duly informed in writing by the Company of such change and the resultant change in price of the Said Plot to be paid by the Applicant or to be

refunded by the Company, as the case may be. The Applicant agrees to inform the Company, in writing, objections to the changes within thirty (30) days from the date of such notice, failing which the Applicant shall be deemed to have given his full unconditional consent to all the alterations/ modifications. If the Applicant objects to such change in writing, within the permitted time, and the Company decides to go ahead with changes, then the company may at its sole discretion decide to cancel this application / allotment without further notice and the Company shall be liable only to refund the entire money received from the Applicant. The Applicant agrees that any increase or reduction in the plot area of the Said Plot shall be payable or refundable with the last installment (without any interest) at the rate per sq. mtr. / sq. feet, as mentioned in this Application (without any applicable rebates).

17. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the development of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Allotment Letter and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/ Allotment Letter.

The Applicant agrees and acknowledges that the Company in its sole discretion may abandon the project without assigning any reason thereof and in such an eventuality the liability of the Company shall be limited only to refund the amount received from the Applicant and the Applicant shall have no other claim of any nature whatsoever.

18. Subject to other terms of this Application and the Allotment Letter including but not limited to timely payment of the Total Price, stamp duty and other charges by the Applicant, the Company shall endeavour to demarcate the plots at site within a period of 18 months from the date of execution of the Allotment Letter by the Company or within any extended period or periods of ninety (90) days. Thereafter the Company shall offer the possession of the Said Plot to the Applicant through a written notice after the completion of the demarcation thereof and the Applicant shall be liable to take possession within 30 days from the date of issue of such notice provided the Applicant has complied with all the stipulations and conditions mentioned in the notice of possession. Any delay by the Applicant in taking the possession of the said Plot would attract charges @ Rs.11/- per sq. mtr per month of the plot area for any delay of full one month or any part thereof. Subject to the terms and conditions of the Allotment Letter, in case of any delay (except for Force Majeure) by the Company in demarcation of the Said Plot, the Company shall pay compensation @ Rs. 11/- per sq. mtr. per month of the plot area to the Applicant which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever provided the Applicant is not in breach of any of the terms of this Application/Allotment Letter. The adjustment of such compensation shall be done at the time of execution of conveyance deed.

19. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Township may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Township and undertakes

to pay the maintenance bills/ charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IFMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Township and also include any further increase in such charges.

20. The Applicant shall be liable to pay all fees, duties, expenses, costs etc., including but not limited to stamp duty, registration charges/ transfer duty and all other incidental and legal expenses for execution and registration of the Allotment Letter and conveyance deed of the Said Plot within the stipulated period and upon receipt of the Total Price, other dues, charges and expenses as may be payable or demanded from the Applicant in respect of the Said Plot. In case the Applicant fails to pay the same so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, alongwith the Non Refundable Amounts and refund the balance amount to the Applicant without any interest upon realization of money from re-sale/ re-allotment to any other party.
21. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application /Allotment Letter including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Allotment Letter within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Plot but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Plot for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.
22. Without prejudice to the Company's aforesaid rights, the Company may, at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest on amounts due to which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first ninety (90) days after the due date @ 18% per annum.
23. The Applicant shall commence construction of the house on the Said Plot not later than three (03) years from the date of conveyance deed. In case the Applicant fails to commence construction within the stipulated period, the Company shall be entitled to resume the Said Plot, refund the amounts paid by the Applicant without any interest. Thereafter, the Company shall have the right to resell the Said Plot. The Company at its sole discretion, may extend the period for construction by the Applicant upon payment by the Applicant of additional charges @ Rs.50/- (Rupees Fifty) per sq. mtr, per year. The said covenant shall survive the execution of the conveyance deed.

24. The Applicant shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application/Allotment Letter. The Applicant agrees to pay such losses, on demand that the Company may, or is likely to suffer. This is in addition to any other right or remedy of the Company.
25. The Applicant(s) agree that the Allotment Letter is not assignable nor the name of the Applicant(s) can be substituted and deleted for a period of six (6) months from the date of issue of the Allotment Letter. However, after expiry of six months, the Company may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permit the Applicant(s) to get the name of his/ her nominee substituted, added, deleted in his/ her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution
26. The Applicant agrees that the Company shall have the right to raise finance/ loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of execution of conveyance deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Plot for all its dues and other sums payable by the Applicant or in respect of the loan granted to the Company.
27. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks for the purchase of the Said Plot, the conveyance of the Said Plot in favour of the Applicant shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
28. The Applicant agrees that in case the Applicant is an NRI or non resident/foreign national of Indian origin/foreign companies, then all remittances, acquisition / transfer of the Said Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non- resident/foreign national of Indian origin/ foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
29. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address of the first Applicant given in this Application and deemed to have been received by the Applicant. In case of joint applicant, communication sent to the first named Applicant in this Application shall be deemed to have been sent to all the applicants.
30. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Allotment Letter and the Applicant is required to comply with all its obligations on its own.

31. The Applicant understands that the final allotment of the Said Plot is entirely at the discretion of the Company.
32. The Applicant understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the plots in the Said Township to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/ title/ interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant.
33. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Township in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement, as may be decided by the Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
34. The Applicant agrees that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location to be decided by the sole arbitrator. The Courts at Delhi and the Maharashtra High Court alone shall have the jurisdiction.
The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

Place:

SIGNATURE OF THE APPLICANT

List of Annexures

I. Payment Plan

