

**Application for Allotment  
of a Dwelling Unit in “The Wooded Glen Estates”  
Suryagaon, Sattal, P.O. Bhimtal, District Nainital - 263136.**

Alka Projects,  
C-218, Defence Colony,  
New Delhi -110024.

Dear Sirs,

The Applicant understands that the Developer (hereinafter defined) is promoting a project under the name and style of “The Wooded Glen Estates” at Suryagaon, Sattal, District Nainital, Uttarakhand, comprising of Luxury Hill Villas, Spanish Villas, Utility Expandable Villas and Luxury Resort Apartments, amongst other things.

The Applicant requests that the Applicant may be provisionally allotted a Dwelling Unit (hereinafter defined) and an exclusive right to use Parking Space(s), (hereinafter defined) in the Said Complex (hereinafter defined) as per the Developer's: Down Payment / Instalments Payment plan.

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 Bank Draft / Cheque for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn in favour of “Alka Projects” towards the booking amount for the Dwelling Unit.

In the event of the Developer agreeing to provisionally allot the Dwelling Unit, the Applicant agrees to pay the Total Price (hereinafter defined) and all other dues as stipulated in this Application and the Agreement as may be intimated by the Developer from time to time and in the manner set out in the payment plan opted by the Applicant which shall form part of the Agreement that shall be executed by Applicant and the Developer, on the Developer's standard format.

The Applicant has clearly understood by submitting this Application that the Applicant does not become entitled to the provisional and/or final allotment of a Dwelling Unit in the Said Complex notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this Application. The Applicant further understands that it is only after the issuance of the Allotment Letter and the Applicant signing and executing the Agreement, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Developer.

If the Applicant fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Developer then the Developer 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, paid by the Applicant shall stand forfeited.

The Applicant understands that if for any reasons, including non-sanction of the building plans, the Developer is not in a position to finally allot the Dwelling Unit within a period of one year from the date of this Application, the Developer shall refund the booking amount deposited with simple interest @ 6% per annum calculated for the period the booking amount has been lying with the Developer for which the Applicant will give notice to the Developer. The Developer shall refund the booking amount within 30 days of receipt of the notice from the Applicant.

The Applicant acknowledges that the Developer has provided all the information and clarifications as required by the Applicant and that the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the Dwelling Unit and has not relied upon and/or is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Developer, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/Dwelling Unit.

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 in the Agreement.

**1. Particulars of the Applicant(s)**

(i) SOLE OR FIRST APPLICANT Mr./Mrs./Ms. ....  
Son/Wife/Daughter 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 .....  
.....  
Mailing Address .....  
.....  
Tel Nos ..... Fax No .....  
Office Name & Address .....  
.....  
Tel.Nos ..... Email ID .....

Affix photograph  
here

Signature of Sole or First applicant

(ii) SECOND APPLICANT Mr./Mrs./Ms. ....  
 Son/Wife/Daughter 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 .....  
 .....  
 Mailing Address .....  
 .....  
 Tel Nos ..... Fax No .....  
 Office Name & Address .....  
 .....  
 Tel.No(s) ..... Email ID .....

Affix photograph  
 here

Signature of Second applicant

(In case there are more than two applicants kindly attach additional sheets)

**2. DETAILS OF DWELLING UNIT**

- (i) Type of Dwelling Unit: Luxury Resort Apartment / Luxury Hill Villa / Spanish Villa / Utility Expandable Villa (tick whichever is applicable)
- (ii) Super Area: ..... sq.ft. (approx)
- (iii) Plot Area ..... sq.mtr. (approx) (if applicable)
- (iv) Building Block, if applicable: ..... Floor .....  
 Apartment Number.....
- (v) Lease back / Revenue sharing opted for: Yes / No.
- (vi) Parking Space(s) No: .....Type: Covered (Stilt) / Open

**3. DETAILS OF PRICING:**

- (i) Basic sale price: Rs .....
  - (ii) Cost of the Parking Space(s): Open parking(s) one/two slots: Rs .....  
 Covered (stilt): Rs.....
  - (iii) Preferential location charges, as applicable: (Type of PLC) .....  
 Rs .....
  - (iv) SDC: Rs.....
  - (v) IBMS: Rs.....
  - (vi) Club Membership: Rs.....
  - (vii) Fully Furnished: Rs .....
- (Stamp duty registration expenses extra as applicable, Maintenance charges extra as applicable payable monthly after possession)

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 there from.

Yours faithfully,

Signature(s) of Applicant(s)

Date \_\_\_\_\_ Place \_\_\_\_\_

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FOR OFFICE USE ONLY

Receiving Officer: .....Signature .....

Date .....

1. Accepted / Rejected
2. Remarks .....
3. Payment Plan: Down payment / Instalments payment plan
4. Payment received vide: Cheque/DD/Pay Order No.....dated .....  
for Rs..... (Rupees.....)  
out of NRE/NRO/FC/SB/CUR/CA Acct No .....of Bank .....
5. Provisional booking receipt no. ....dated .....
6. Lease back / revenue sharing opted for: Yes/No.
7. Booking: Direct/Broker
8. Broker's Name & Address, Stamp with signature:

## **TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FORM**

The terms and conditions given below are more indicative and comprehensively set out in the Agreement 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. 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.

**“Additional PLC”** means the charges payable in addition to the PLC for the Dwelling Unit being additionally preferentially located calculated on the basis of the super area of the Dwelling Unit.

**“Agreement”** shall mean the dwelling unit buyer's agreement, to be executed by the Applicant and the Developer on the Developer's standard format.

**“Applicant”** shall mean the person applying for the provisional allotment of the Dwelling Unit whose particulars are set out in this Application and who has appended the signatures in acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.

**“Application”** shall mean this Application form for provisional allotment of a Dwelling Unit in the Said Complex, along with the terms and conditions contained herein.

**“Developer”** shall mean “Alka Projects”, having its site office at Suryagaon, Sattal, P.O. Bhimtal, District Nainital, Uttarakhand, Pin code: 263136.

**“Common Land Area”** means the land which is available for use of all the owners of Dwelling Units and other buildings, including but not limited to lands occupied by the internal roads, play grounds, land housing the facilities such as water and sewerage treatment plants, electrical landing station, sub-stations and structures housing power back-up equipments such as diesel generating sets (DG Sets), and any other lands, as may be specified and earmarked by the Developer in the plans along with amenities and facilities thereon.

**“Dwelling Unit”** means, either, Luxury Resort Apartment, Luxury Hill Villa, Spanish Villa or Utility Expandable Villa, as applied for by the Applicant.

**“Earnest Money”** means the booking amount paid along with this Application.

**“IBMS”** means the interest bearing maintenance security to be paid by the Applicant for the maintenance and upkeep of the Said Complex / Said Building to be paid as per the payment plan to the Developer or to the RWA or to the Maintenance Agency.

**“Maintenance Agency”** means the Developer or association of dwelling unit allottees or such other agency / body / company to whom the Developer may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex / Said Building.

**“Maintenance Charges”** means the charges payable in advance for a period decided by the Maintenance Agency payable by the Applicant to the Maintenance Agency in accordance with the demand raised by the Maintenance Agency for the maintenance and upkeep of the Said Building / Said Complex, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Dwelling Unit

including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Dwelling Unit / Said Building / Said Complex. The details of maintenance charges shall be more elaborately described in the maintenance agreement.

**“Non Refundable Amounts”** means interest on delayed payments, interest paid or payable, brokerage etc.

**“Parking Space(s)”** means parking space(s) allotted to the Applicant, details of which are mentioned above in the Application.

**“PLC”** shall mean the charges for the Dwelling Unit being preferentially located, as applicable which includes the following:

- a) Unit Facing Preferential Views.
- b) Ground Floor Unit.
- c) Unit with Wooden Ceilings.

**“Said Apartment”** shall mean the apartment applied for by the Applicant, details of which have been set out in the Application and include any alternative apartment allotted to the Applicant.

**“Said Building”** means the building in the Said Complex in which the Said Apartment shall be located, the details of which are given above.

**“Said Complex”** means the complex within the layout plan proposed by the Developer in which the Said Building is located comprising of buildings, lawns, internal roads, water facilities, electricity generating / distribution facilities and all such common areas and facilities proposed to be developed as per the plans of the Developer.

**“SDC”** means site development charges.

**“Taxes”** shall mean any and all taxes paid or payable by the Developer by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cesses, educational cess or any other taxes, charges, levies by whatever name called, levied and collected by any agency /authority of the State, in connection with the development / construction of the Said Complex / Dwelling Unit.

**“Total Price”** means the amounts amongst others payable for the Dwelling Unit which includes Basic sale price (with interest, if applicable), PLC, (if the Dwelling Unit is preferentially located), IBMS, Club Membership, Parking slot cost and SDC, but does not include other amounts, charges, security amount etc., which are payable as per the terms of this Application and the Agreement including:

- i) IDC/EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.
- ii) Maintenance Charges, Additional PLC, property tax, municipal tax on the Dwelling Unit.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.
- iv) Taxes.
- v) The cost for installation of the equipment for procuring and supplying electricity, cost for electric and water meter as well as charges for water and electricity connection.
- vi) 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 Developer.

**“Undivided Share of Land”** means the undivided proportionate share of the land on which the Said Complex is being developed excluding the Common Land Area calculated in proportion to the super area of the Dwelling Unit to the total super area of all the dwelling units, other buildings, shops etc., including the club.

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. The Applicant has applied for provisional allotment of the Dwelling Unit with full knowledge of all the laws/notifications and rules applicable to the Dwelling Unit in general and the Said Complex in particular and has also satisfied himself about the title/interest/rights of the Developer

in the land on which the Said Complex is being constructed and has understood all limitations and obligations of the Developer in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant.

2. The Applicant shall pay the Total Price of the Dwelling Unit in accordance with the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other charges and dues mentioned in this Application and the Agreement in accordance with the demand raised by the Developer from time to time. The Applicant agrees and understands that the Total Price of the Dwelling Unit and other charges are calculated on the basis of super area which is understood to include the dwelling unit area and the pro-rata share of the common areas and facilities in the Said Complex / Said Building. It is further understood by the Applicant that the definition of super area and the dwelling unit area shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.

3. Subject to the other terms and conditions of this Application/Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/Agreement, the Applicant shall have the i) ownership of the dwelling unit area; ii) the Undivided Share of Land; iii) undivided interest and the common right to use common areas and facilities along with the other owners and; iv) exclusive use of the Parking Space.

4. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, and community centres, if any, constructed in the Said Complex. The Developer shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant shall not interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centres etc. or in the operation and management thereof.

5. The Applicant confirms and represents that the Total Price and other charges and dues mentioned in the Application and the Agreement do not include any payment whatsoever for any lands, buildings, common areas, facilities and amenities falling outside the Said Complex and that the Developer 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, buildings, common areas and facilities and amenities falling outside the Said Complex. The Applicant understands and confirms that the Developer may carry extensive developmental / construction activities for many years in future in the entire area falling outside the Said Complex in which the Dwelling Unit is located and the Applicant shall not have any right to object or make any claims or default in any payments as demanded by the Developer 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 Complex, shall vest solely with the Developer and the Developer 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 Developer may deem fit in its sole discretion.

6. 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 Developer. The proportionate share shall be the ratio of the super area of the Dwelling Unit to the total super area of all the dwelling units, other buildings, shops, etc. in the Said Complex.
- b) The Developer 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.

7. The Applicant agrees and understands that the Dwelling Unit / Said Building / Said Complex are subject to the laws of the land. The common areas and facilities and the undivided interest of each owner of the Dwelling Unit in the common areas and facilities as specified by the Developer shall be conclusive and binding upon the Applicant and the Applicant agrees and confirms that the Applicant's right, title and interest in the Dwelling Unit / Said Building shall be limited to and governed by what is specified by the Developer in such declaration. The Applicant shall be required to join the society/association of the owners of the Dwelling Unit and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.

8. The Applicant agrees that the Developer may in its sole discretion and for the purpose of complying with the provisions of applicable laws substitute the method of calculating the Undivided Share of Land in any declaration with respect to the Dwelling Unit.

9. The Applicant agrees that if due to any change in the lay-out plan / building plan of the Said Complex / Dwelling Unit / Said Building:

- a) The Dwelling Unit ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made / adjusted in the last instalment as stated in the payment plan as opted for by the Applicant.
- b) The Dwelling Unit becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Dwelling Unit to the Developer as applicable and as demanded by the Developer.
- c) The Dwelling Unit becomes additionally preferentially located the Applicant shall pay Additional PLC to the Developer as applicable and in the manner as demanded by the Developer. The Applicant understands that in case of change in the location of the Dwelling Unit due to change in the layout plan / building plan of the Said Complex / Said Building or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.

10(a). The Applicant understands that any charges whatsoever levied by the Government of Uttarakhand on the Developer as applicable to the Dwelling Unit will be charged extra on a pro-rata basis and payable by the Applicant. In case such charges are levied after the conveyance deed has been executed, then the Applicant undertakes to pay his share directly to the government agency or department concerned or to the Developer forthwith on the Developer raising such demand on the Applicant.

10(b). The Applicant agrees and understands that the pro-rata demand made by the Developer on the Applicant with regard to such levies / charges is final and binding on the Applicant. If the amount is not paid before the execution of the conveyance deed, the

same shall be treated as unpaid sale price of the Dwelling Unit, and the same shall be treated as non payment of the charges as per the Application/Agreement. The Applicant agrees that the Developer shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts, and in case the conveyance deed has been executed, the Developer shall have the first charge and lien over the Dwelling Unit till such unpaid charges are paid by the Applicant.

11. The Total Price does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Applicant at his / her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Developer or any of its nominees, additional measures such as fire safety measures are undertaken, then the Applicant agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other applicants as determined by the Developer in its absolute discretion.

12. The Applicant agrees that the Developer or its subsidiaries/affiliates may at their sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the various complexes within or outside the Said Complex in which the Dwelling Unit is located. In such an eventuality the Applicant fully concurs and confirms that he shall have no objection to such arrangement for generating and / or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the Applicant directly and has noted the possibility of its being to the exclusion of power supply from State Electricity Boards (SEBs) / any other source. The Applicant further agrees that this arrangement could be provided within the various complexes of Alka Projects, at Suryagaon, Sattal, Nainital by the Developer or its agents directly or through the respective association of respective owners. It is further agreed by the Applicant that the Developer or its subsidiaries /affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Developer or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment / plant may be located anywhere in the area of operations of Alka Projects, Sattal, Nainital including within or nearby the Said Complex. It is further agreed and confirmed by the Applicant that the Developer or its subsidiaries / affiliates shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Developer which may or may not be limited to the rate then charged by the State Electricity Boards. The Applicant agrees and confirms that he shall pay the amount based on the tariff to the Developer or its subsidiaries/affiliates directly or through the association of respective owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Developer or its subsidiaries/affiliates. The Applicant also confirms that he has understood that such power generating and / or supplying equipment may during its operation cause inconvenience to the Applicant and the Applicant shall have no objection to the same. The Applicant shall be liable to pay the consumption charges. The Applicant shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant ownership of the Dwelling Unit. This clause shall survive the conveyance of the Dwelling Unit or any subsequent sale / resale or conveyancing thereof.

13. The Applicant understands that the Parking Space(s) allotted to him shall be an integral part of the Dwelling Unit which cannot be sold/dealt, with independent of the Dwelling Unit. The Applicant may apply for additional parking space which maybe allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant agrees that Parking Space(s) allotted to the Applicant shall not form a part of common areas of the Said Building / Said Complex for the purpose of the declaration which may be filed by the Developer under any act or law as may be applicable.

14. The Applicant agrees that the payment on or before due date of the Total Price and other amounts payable, by the Applicant, as per the Payment Plan and as demanded by the Developer from time to time is the essence of this Application and the Agreement.

15. The Applicant has seen and accepted the plans and has applied for the provisional allotment of the Dwelling Unit with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Dwelling Unit and /or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Developer and may also change due to changes/modifications by the competent authority. The Applicant hereby agrees that the Developer is fully entitled to increase/change the number of floors or the location of the Dwelling Unit in any of the Said Building and/or the height of the Said Building and the Applicant shall have no right to object to the same. In case the Developer is able to obtain the necessary approvals for increasing the number of floors and/or increase of the height of the Said Building then in such case, the Developer may (but not obliged to) inform the Applicant about the same. If the Applicant conveys his desire to shift to a higher floor, the same may be permitted by the Developer at its sole discretion. Accordingly, this Application and the subsequent Agreement shall stand modified to that extent. It is clarified that if the Developer does not permit the Applicant to move to the higher floor, the Applicant shall have no right to raise any objection. However, in case of any major alteration / modification resulting in +/-10% change in the super area of the Dwelling Unit or material change in the specifications of the Dwelling Unit any time prior to and/or upon the grant of occupation certificate by the Developer's architect or by the competent authority, the Applicant will be informed in writing by the Developer of such change and the difference in price of the Dwelling Unit to be paid by him or refunded to him by the Developer as the case may be. The Applicant agrees to inform the Developer in writing his objections, if any, 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 consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time and the Developer decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Developer's only liability will be to refund the entire money received from the Applicant along with interest @ 6% per annum and the Applicant shall have no right to raise any claim or dispute of any nature whatsoever and the Developer shall be free to deal/dispose of the Dwelling Unit in a manner in which it may deem fit. The Applicant agrees that any increase or reduction in the super area of the Dwelling Unit shall be payable or refundable (without any interest) at the rate per sq. mtr. / sq.ft. as mentioned in this Application.

16. The Applicant agrees and undertakes that it shall be liable to pay all government rates, municipal tax, property tax, wealth tax, fees or levies of all and any kind by whatever name called, whether levied or leviable, now or in future by the government on the Said Complex/Dwelling Unit.

17. The Applicant shall be required to pay applicable charges for the club facilities. The amount shall be paid as and when demanded by the Developer. The actual usage will be payable as per the usages and service availed by the Applicant and the Applicant will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.

18. The Applicant agrees that in case the Developer, is unable to deliver the Dwelling Unit and/or allotted Parking Space(s) to the Applicant for his occupation and use due to:

(i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;

(ii) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Dwelling Unit / Said Building or;

(iii) 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;

(iv) due to force majeure conditions,

then the Developer may cancel the allotment of the Dwelling Unit in which case the only liability of the Developer shall be to refund the amounts received from the Applicant without any interest or compensation whatsoever, except in case of abandonment of the project where the Developer' liability will be to refund the amounts received along with interest @ 6% p.a.

19. Subject to the terms of this Application and the Agreement including but not limited to timely payment of the Total Price, stamp duty and other charges due and payable according to the payment plan applicable to the Applicant or as per demand raised by the Developer and the Applicant complying with all the terms and conditions of the Application, the Developer shall endeavour to complete the construction of the Dwelling Unit within 3 years from the date of execution of the Agreement by the Developer. The Developer on completing the Dwelling Unit shall offer the Dwelling Unit to the Applicant for his/her occupation and use and subject to the Applicant having complied with all the terms and conditions of the Agreement. In the event of the Applicant's failure to take over and/or occupy and use the Dwelling Unit within 30 days from the date of intimation in writing by the Developer, then the same shall lie at the Applicant's risk and cost and the Applicant shall be liable to pay to the Developer charges @ Rs. 5/- per sq.ft. of the super area per month for the entire period of delay. The Applicant agrees that if, however, the completion of the Said Complex is delayed due to force majeure, then the Developer shall be entitled to extension of time for delivery of possession of the Dwelling Unit. The Developer agrees to pay only to the Applicant and not to anyone else and subject to the Applicant not being in default under any terms of this Applicant/Agreement, compensation @ of Rs.5/- per sq. feet of the super area of the Dwelling Unit per month for the period of such delay beyond 3 years or such extended periods, as permitted. The adjustment of such compensation shall be done only at the time of conveyancing the Dwelling Unit to the Applicant.

20. The Applicant agrees to enter into a maintenance agreement with any association / body / association of dwelling unit owners or any other nominee / agency called the Maintenance Agency as may be nominated / appointed by the Developer from time to time for the maintenance

and upkeep of the Said Building / Said Complex and undertakes to pay maintenance bills thereof. The Applicant undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of written offer of occupation and use by the Developer irrespective of whether the Applicant is in occupation of the Dwelling Unit or not. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant agrees to deposit and always keep deposited with the Developer or the Maintenance Agency, IBMS.

21. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., for the execution and registration of the conveyance deed of the Dwelling Unit including but not limited to stamp duty, registration charges, transfer duty, corporation tax and all other incidental and legal expenses. The Applicant shall pay as and when demanded by the Developer within the stipulated period as mentioned in the demand letter. In case the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Developer shall have the right to cancel the allotment and forfeit the Earnest Money and the Non Refundable Amounts and refund the balance amount to the Applicant without any interest upon realization of money from resale / re-allotment to any other party.

22. The Applicant agrees to comply with terms and conditions of the Application / Agreement and to sign and return to the Developer the Agreement within thirty (30) days from the date of its dispatch by the Developer, failing which, the Developer shall have the right to cancel / terminate the provisional allotment / Agreement and forfeit the Non-Refundable Amounts. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Dwelling Unit and the Parking Space(s). The Developer shall thereafter be free to resell and/or deal with the Dwelling Unit 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 Developer only after realizing such amounts from resale but without any interest or compensation of whatsoever nature. The Developer shall at all times have the first lien and charge on the Dwelling Unit for all its dues payable by the Applicant to the Developer.

23. Without prejudice to the Developer's aforesaid rights, the Developer 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 Developer interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.

24. The Applicant agrees that the Application/Agreement is not assignable nor the name of the Applicant can be substituted and deleted within a period of one year from the date of the execution of the Agreement. However, after expiry of one year, the Developer may at its sole discretion and subject to applicable laws and notifications or any governmental direction permit the Applicant to get the name of his/her nominee substituted, added, deleted in his/her place. The Developer at the time of granting permission may impose such terms and conditions and charges as per its discretion. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution.

25. The Applicant agrees that the Developer shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Dwelling Unit subject to the Dwelling Unit being free of any

encumbrances at the time of execution of sale deed. The Developer / financial institution / bank shall always have the first lien charge on the Dwelling Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction.

26. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institution / bank, for the purchase of the Dwelling Unit, the conveyance of the Dwelling Unit in favour of the Applicant shall be executed only upon the Developer receiving "No Objection Certificate" from such financial institutions/banks.

27. The Applicant shall indemnify and keep the Developer, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the 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 and Agreement.

28. The Applicant agrees that in respect of all remittances, acquisition / transfer of the Dwelling Unit , 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 Developer accepts no responsibility in this regard.

29. The Applicant agrees to inform the Developer in writing of any change in the mailing address mentioned in this Application, failing which all letters shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicants.

30. The Developer 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 Agreement and the Applicant is required to comply with all its obligations on it own.

31. The Applicant understands that the provisional and/or final allotment of the Dwelling Unit is entirely at the discretion of the Developer.

32. The Applicant understands that this Application is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the dwelling units in the Said Building/Said Complex 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 Developer with this Application from the Applicant.

33. The Applicant agrees that the Developer shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any proprietorship / 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 Developer 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 even after conveyancing and occupation of the Dwelling Unit by the Applicant, the Applicant shall make no alterations/additions to the Dwelling Unit, without the prior written permission of the Developer and/or any Agency / Association / Body as may be appointed by the Developer specifically for this purpose with a view to protect the interests of the other owners of the Said Complex.

35. The Applicant agrees that he shall use the Dwelling Unit including any future additions / alterations thereto, for his own residential purpose only and shall not use the same commercially for any purpose whatsoever, including but not limited to running a shop, restaurant, or any commercial establishment. The applicant can however enter into an arrangement with the Developer to include his Dwelling Unit in the residential accommodation proposed for the club / resort / spa in which case the same may be used by the club / resort / spa for accommodating guests for which a separate agreement will be entered into by and between the Developer and the Applicant.

36. The Applicant understands and confirms that in case the Applicant opts for lease back / revenue sharing arrangement with the Developer for his Dwelling Unit, the same shall be governed by a separate agreement as per the Developer's standard format and the Applicant agrees to sign the same before the conveyance deed is executed.

37. The Applicant agrees that in the event of any dispute or differences arising out of, 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 Developer shall be referred to a sole arbitrator to be appointed by the Chief Executive Officer of the Developer whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. 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 courts having jurisdiction over the project site shall alone 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(S)