

**A P P L I C A T I O N            F O R M**

**RESIDENTIAL PLOTS**

**NDLC CITY-1**

**BHIWADI-TIJARA ROAD  
DISTT. ALWAR (RAJ.)**

**NEW DELHI LAND CONSORTIUM (P) LTD.**

**APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL PLOT  
AT “NDLC CITY-1”, VILLAGE KHIDARPUR, TEHSIL TIJARA, DISTT. ALWAR, RAJASTHAN**

To

New Delhi Land Consortium (P) Ltd.  
New Delhi Heights  
R-791-792, New Rajinder Nagar,  
New Delhi-110060.

Dear Sirs,

I/We (“the **Applicant**”) hereby apply for the Provisional allotment of a residential plot (“the **Said Property**”) in township “**NDLC City-1**”, situated at Village Khidarpur, Tehsil Tijara, Distt. Alwar, Rajasthan (“**the Township**”) as per tentative location plan (attached hereto as Annexure I).

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as application amount towards Provisional Allotment of the Said Property at the Township, vide DD/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ issued on \_\_\_\_\_ Bank drawn in favour of “**New Delhi Land Consortium Pvt. Ltd. – NDLC City-1**” payable at New Delhi.

I/We enclose herein my/our General Particulars and Undertaking as required by the Company.

I/We further understand that the expression “Allotment” wherever used herein shall always mean provisional allotment and will remain so, till the time a formal Sale Deed is executed in favour of the intending Allottee(s).

I/We accept and agree to abide by the Standard Terms and Conditions of the Provisional Allotment as attached herewith and have signed thereat as confirmation of my/our acceptance.

Date: \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

\_\_\_\_\_  
**Signature(s) of Applicant(s)**

**GENERAL PARTICULARS**

Application Form must be completed in full in BLOCK LETTERS in English language. Application Form, which is not complete in every respect, as given herein below is liable to be rejected. Application Form with any cutting/overwriting, not authenticated properly by the applicant is liable for rejection.

**1. FIRST APPLICANT**

Mr./Mrs./Ms./Dr./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_ Nationality \_\_\_\_\_ Age \_\_\_\_ Years.

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. Date of Birth \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_ Ward/Circle/Special range and place where assessed to

Income Tax \_\_\_\_\_.

Residence Address \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred correspondence address: Residence/Office

\_\_\_\_\_  
**Signature (s) of the Applicant (s)**

**2. SECOND APPLICANT**

Mr./Mrs./Ms./Dr./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_ Nationality \_\_\_\_\_ Age \_\_\_\_ Years.

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. Date of Birth \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_ Ward/Circle/Special range and place where assessed  
to Income Tax \_\_\_\_\_.

Residence Address \_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PIN \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
**Signature (s) of the Applicant (s)**

**Note:**

- a. A copy of PAN Card of all the Applicants to be attached.**
- b. In case of more than two joint Applicants similar details of all the remaining Applicants to be attached.**

**3. DETAILS OF THE PROPERTY APPLIED FOR**

Plot Applied for: Block No. \_\_\_\_\_ Plot No. \_\_\_\_\_

Plot Area: \_\_\_\_\_ Sq. Yards.

**4. PAYMENT OF APPLICATION AMOUNT**

The following are the details of the payment of the Application Amount:

Demand Draft/Cheque No. \_\_\_\_\_ Date: \_\_\_\_\_

Bank \_\_\_\_\_ Amount: \_\_\_\_\_.

**5. CONSIDERATION**

(a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_ per Sq. Yd.

(b) **Total Consideration of the Plot** : **Rs.** \_\_\_\_\_

OTHER CHARGES :

(i) Interest Free Maintenance Security Deposit : Rs. 25000/- (Lump sum)\*

(ii) Monthly Maintenance Charges(For 1<sup>st</sup> Year) @ Rs. 2.50/Sq.Yd. X 12 Mth X \_\_\_\_\_ sq.Yd.# : Rs. \_\_\_\_\_)\*

(iii) Interest Free Club Security Deposit : Rs. 25000/- (Lump sum)\*

(iii) Non- refundable Club Membership Registration Charges : Rs. 1000/- (Lump sum)\*

(iv) Club Membership Subscription (For initial 4 Years) : Rs. 24000/- (@ Rs. 500/- per month)\*

**Total Other Charges** : **Rs.** \_\_\_\_\_

\* Payable at the time of handing over possession of the said Property; Service Tax Extra as per Govt. Rules.

# In case proportional actual expenditure is more, the excess expenditure will be met from the Maintenance Security Deposit; Maintenance Charges for the subsequent period will be fixed/revised accordingly.

**TOTAL AMOUNT PAYABLE INCLUDING OTHER CHARGES** : **Rs.** \_\_\_\_\_

**6. EARNEST MONEY** (10% of Total Consideration of the Plot)

**7. Money paid earlier** : Cheque No. \_\_\_\_\_ Date \_\_\_\_\_ Bank \_\_\_\_\_ for  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

**8. PAYMENT PLAN**

The Payment Plan is attached as Annexure-II.

It is a development linked plan. Timely payment is essence of the project. The provisional allottee(s) shall always make payment to the Company promptly as and when the demand notice is sent by the Company to the provisional allottee(s).

**9. MAINTENANCE DEPOSIT**

(The Maintenance Deposit is payable by the Applicant on offer of possession of the Said Property by the Company)

**Signature (s) of the Applicant (s)**

**9. SOCIAL CLUB MEMBERSHIP**

(The Social Club Membership Security & Registration Fee along with subscription charges for the first four years and Service Tax as applicable thereon is payable by the Applicant upon offer of possession of the Said Property by the Company).

The Developer is setting up a Club within the township named NDLC City – I, which along with the other areas of the Township not forming part of the plotted colony shall be the absolute property of the Developer or its designated agencies. However, the owners of the Plots in the said plotted colony shall get membership of the Club, subject to such terms and conditions as the Club Management may decide and use the common areas of the remaining Township to the extent permitted by the Developer or its designated agency. However, the Provisional Allottee shall be required to apply to the Club Management for grant of membership subject to its terms and conditions and the Rules and Regulations.

**10. BROKER DETAILS**

(In case the application for Provisional Allotment is made by the Applicant through his agent (broker), the name of the broker is to be mentioned here. If not, please mention “Direct”.

<b>Broker's Stamp</b>
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**11. DECLARATION**

I/We have carefully read and understood the terms and conditions attached to this application form and have also appended my / our signature (s) in confirmation of my / our acceptance.

**Date:**

**Place:**

**Yours Faithfully,**

**Signature (s) of Applicant (s)**

**\* Subject to the provisions of the Standard Terms & Conditions, the price Consideration is escalation Free.**

**Note:** Payments to be made only through A/c Payee Local Cheque(s)/Demand Draft(s) drawn in favour of “**New Delhi Land Consortium Pvt. Ltd. – NDLC City-1**” payable at New Delhi

## **UNDERTAKING**

- 1.** Subject to the acceptance by the Company of my/our application for the Said Property, I/we undertake to abide by the terms and conditions of the Provisional Allotment as laid down in the Standard Terms & Conditions enclosed herewith and as prescribed from time to time by the Company.
- 2.** In the event of the Company agreeing to provisionally allot the Said Property to me/us, I/we agree to pay further installments of the Consideration & Other Charges and all other dues as stipulated in the application/Provisional Allotment Letter/the payment plan or as may be varied in accordance with the Standard Terms and Conditions failing which the Provisional Allotment shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the Company.
- 3.** I/we have clearly understood that notwithstanding the fact that the Company may have issued an acknowledgment of having received my/our application and/or application amount/Earnest Money, I/we do not become entitled or can claim any right of Allotment / Provisional Allotment of the Said Property.
- 4.** I/we am/are aware that the Company is seized and possessed of ownership rights in plots of land measuring in aggregate approx. 18.81 acres, through various sale deeds executed in favour of the Company.
- 5.** I/we have seen and understood the scheme of development, tentative plans/other documents at Village Khidarpur, Tehsil Tijara, Distt. Alwar, Rajasthan, and I/we also agree to abide by all the terms and conditions of the approval granted by the Distt. Collector, Alwar to the layout plan of the Company or any other statutory or civic authority to which the Company and consequently the Applicant, is subject to.
- 6.** I/we agree & undertake to pay further due payments/installments promptly upon demand by the Company in accordance with the schedule of payments attached herewith or with the Provisional Allotment Letter including maintenance deposit/charges and other advances/charges as may be prescribed by the Company to be issued by the Company accepting my/our request for Provisional Allotment of the Said Property.
- 7.** I/we undertake that I/we shall execute the instrument for transfer of rights, title and interest in the Said Property from the Company in my/our favour in the Form, substance and manner and within such period as prescribed by Company and the Same shall be got registered if required by law.

**Signature (s) of the Applicant (s)**

8. I/we the applicant(s) do hereby declare that my/our application for Provisional Allotment of said Property to the Company is subject to acceptance by the Company by the way of the Provisional Allotment or for a period of 30 working days from the date of this Application, whichever is earlier; and that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed therefrom. I/we the Applicant/s will be entitled to refund of the Application Money upon a written request made to the Company either on (a) the expiry of the 30 working days period as aforesaid; or (b) written rejection by the Company of my/our Application for Provisional Allotment, whichever is earlier.
9. I/we have been specifically informed and I/we have clearly understood that the Company is developing a complete township, which may include a college/school and club. I/we have been applying for allotment of a plot fully knowing that the other projects forming part of the township (excluding the plotted colony) are separate and distinct units and I/we shall not make any claim in such units or any part thereof, based on any allotment/purchase of a plot in terms of this Application.

**Date**\_\_\_\_\_

**Place**\_\_\_\_\_

**Yours faithfully,**

**Signature (s) of the Applicant (s)**



**FOR OFFICE USE ONLY**

1. ACCEPTED/REJECTED Approval Ref. No. \_\_\_\_\_

2. Plot Applied for: Block No. \_\_\_\_\_ Plot No. \_\_\_\_\_ Plot Area: \_\_\_\_\_ Sq. Yards.

3. CONSIDERATION

(a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_ per Sq. Yd.

**(b) Total Consideration of the Plot : Rs. \_\_\_\_\_**

OTHER CHARGES :

(i) Interest Free Maintenance Security Deposit : Rs. 25000/- (Lump sum)\*

(ii) Monthly Maintenance Charges(For 1<sup>st</sup> Year) @ Rs. 2.50/Sq.Yd. X 12 Mth X \_\_\_\_\_ sq.Yd.# : Rs. \_\_\_\_\_)\*

(iii) Interest Free Club Security Deposit : Rs. 25000/- (Lump sum)\*

(iv) Non- refundable Club Membership Registration Charges : Rs. 1000/- (Lump sum)\*

(v) Club Membership Subscription (For initial 4 Years) : Rs. 24000/- (@ Rs. 500/- per month)\*

**Total Other Charges : Rs. \_\_\_\_\_**

\* Payable at the time of handing over possession of the said Property; Service Tax Extra as per Govt. Rules.

# In case proportional actual expenditure is more, the excess expenditure will be met from the Maintenance Security Deposit; Maintenance Charges for the subsequent period will be fixed/revised accordingly.

**TOTAL AMOUNT PAYABLE INCLUDING OTHER CHARGES : Rs. \_\_\_\_\_**

4. PAYMENT PLAN

As per Annexure-II

5. **Earlier Payment** : Cheque/DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_.

6. **Payment Enclosed (Application Money)** : Cheque/DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

6. **Acknowledgment/Receipt No.** \_\_\_\_\_ dated \_\_\_\_\_ **Cheque encashed on :** \_\_\_\_\_

7. **Remarks** \_\_\_\_\_

**Approver's Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**The Applicant/Allottee agrees to do or not to do all or any of the following acts:**

1. Not to use the Said Property for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel Apartment, rooming house or place of public resort, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Said Property that shall be a nuisance to the occupants of any neighboring property.
2. Without prior written permission from the Company, not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary or accessory buildings or structures.
3. Without prior written permission from the Company, not to fix or place to the exterior of the Said Property, any aerial, antenna, antenna poles/masts, citizen/amateur bond antenna.
4. Not to place or affix any clothes line, drying rack or similar device at such a position so that the same is visible from any road, garden facility or to public view.
5. Not to use any portion of the Said Property, which is visible from outside, as a drying or hanging area for laundry of any kind.
6. To maintain all open areas within the Said Property, etc. as lawns or landscape areas with underground sprinkler systems.
7. Not to do anything or maintain in or outside the Said Property or the common areas, anything which may become unsightly or a nuisance to the public. In the event of a dispute, the decision of Head of Operations of the Company or maintenance agency engaged by the Company shall be final & binding.
8. Not to display any signage to public view on or outside the Said Property, except one name plaque at the main entrance in colour & of dimensions as may be prescribed by the Company from time to time.
9. Not to permit growth or maintenance of any weeds or other unsightly growth upon any residential unit and not to place or allow to be placed in public view in the Said Property or outside, any refuse or unsightly object.
10. To maintain or cause to be maintained, the Said Property, structure thereon, improvements, appurtenances, etc. in a safe, clean, orderly, painted and attractive condition. To ensure that all lawns, landscaping and sprinkler systems, etc. are installed and maintained in a neat & orderly condition.

**Signature (s) of the Applicant (s)**

11. Not to make any claim in the other Units/Areas of the said Township (including in the Club proposed to be set up by the Company).
12. Without prior written permission of the Company, not to erect, maintain or use on the Said Property or common areas(s), any coloured basketball board or other similar recreational equipment, either permanent or temporary.
13. Without prior written permission of the Company, not to permanently enclose or convert to other use any driveways, parking lots, etc.
14. Without prior written permission of the Company and the applicable Government Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the Applicant. Also, the applicant shall be exclusively responsible for any violation of government rules/guidelines and shall compensate/indemnify the Company for any damages /penalties suffered by the Company
15. Not to keep or permit keeping in the driveway area of the Said Property, any trash, garbage or other waste materials. To ensure that all waste shall be kept in garbage bin and this shall be kept in a neat condition & screened from public from public view. The garbage bin may not be placed outside the driveway area of any residential unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.
16. Not to raise, breed or keep in the Said Property, any animal, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats. To ensure that the pets are leashed at all times while on any area outside the Said Property. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets' body waste. Any pet, which becomes a reasonable source of annoyance to other residents at "**The Township**", may be ordered to be removed by the Company and the Applicant confirms that he shall have no objection to such removal. No reptiles, amphibians or livestock may be kept in or on any Said Property.
17. Not to increase the Said Property in size by filling in any water retention/drainage area on which it abuts. The Applicant shall not change or attempt to change the designs & the dimensions of these water retention/drainage areas.
18. To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Said Property shall be located underground.
19. No residential Unit may be split or subdivided in any manner by Residential Unit owner, and a conveyance by Residential Unit owner must include the entire lot.

**Signature (s) of the Applicant (s)**

20. No commercial vehicles, trailers, recreational vehicles or other motor vehicles, except two / four wheeled passenger automobiles, non-commercial vans shall be placed parked or stored in the Said Property or in the common areas for a period of more than 8 hours unless the said vehicle is necessary in the actual construction or repair of a structure or ground maintenance.
21. Not to operate motorboats in or upon any ponds or watercourses located at the Property or take any action that may be harmful to the environment.

The Applicant (s) agrees that the Company and any other institution / agency nominated / appointed by the Company may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

**Signature (s) of the Applicant (s)**

**STANDARD TERMS AND CONDITIONS OF PROVISIONAL ALLOTMENT OF A RESIDENTIAL PLOT AT  
“NDLC CITY-1”, VILLAGE KHIDARPUR, TEHSIL TIJARA, DISTT. ALWAR, RAJASTHAN**

The conditions mentioned herein below from a part of the Application Form. The Application merely represents the Applicant’s intention to acquire the Said Property and shall not construe any acceptance of the application by the Company.

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

“**Allottee**” means the Applicant (s) who has/have applied for Provisional Allotment of a residential plot and has/have agreed to abide by these Standard Terms & Conditions and has been provisionally allotted the Said Property by the Company at “**THE TOWNSHIP**”. The term “Allottee”, shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;

“**Applicant**” means a Person(s) who has/have applied for Provisional Allotment of a unit in “**THE TOWNSHIP**”;

“**Application Form**” shall mean this application form for Provisional Allotment of a residential plot and signed in confirmation of acceptance at appropriate places by the Applicant (s);

“**Area**” means the area of the Said Property provisionally allotted to the applicant.

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal scheduled commercial banks located in **New Delhi** are open for business during normal banking hours;

“**Common Area**” means area of the roads, parks, refuge area, common pantries, electric sub-station, sewage main & treatment plant, social club and the like related to the Said Property and as shall be more specifically detailed in the Indenture of Conveyance;

“**Company**” means New Delhi Land Consortium (P) Ltd., a private limited company incorporated under the Companies Act, 1956 and having its registered office at R-791&792, New Rajinder Nagar, New Delhi-110060 and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

**Signature (s) of the Applicant (s)**

**“Consideration”** shall be the total sale consideration of the said Property as described in the Application Form and the Provisional Allotment Letter; other charges though payable by the provisional allottee shall be in addition to the total sale consideration of the plot.

**“Earnest Money”** means the amount equal to 10% of total consideration for the plot as specified in the Application Form/Provisional Allotment Letter;

**“Government Authority”** means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction;

**“Indenture of Conveyance”** shall have the meaning ascribed to it in Clause 2.2 hereof;

**“LAW”** means any statute, notification, circular, bye laws, rules and regulations, ordinance, order or instruction having the force of law enacted or issued by any Government Authority, whether in effect as of the date of this Application or thereafter.

**“NDLC City-I”** shall mean a township – comprising of developed residential plots, group housing flats / apartments, commercial spaces, shops, college/school facilities and other facilities, situated in part of Village Khidarpur, Panchayat Khidarpur, Tehsil-Tijara, District-Alwar, Rajasthan admeasuring approx. 18.81 acres owned by New Delhi Land Consortium (P) Ltd. through Sale Deeds executed in its favour.

**“NDLC”** means New Delhi Land Consortium (P) Ltd., a private limited company incorporated under the Companies Act, 1956 and having its registered office at R-791&792, New Rajinder Nagar, New Delhi and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

**“Owned Lands”** shall mean the properties that are the subject matter of the Sale Deeds executed in favour of New Delhi Land Consortium (P) Ltd.;

**“Parties”** shall mean the Company and the applicant and “Party” shall refer to anyone of them;

**“Provisional Allotment”** shall mean the Provisional Allotment of the Said Property to the Applicant, pursuant to his application to the Company and agreeing to abide by the Standard Terms & Conditions.

**“Provisional Allotment Letter”** A Provisional Allotment Letter is a letter issued by the Company to the Applicant upon the Applicant making a request for provisional allotment of the Said Property and agreeing to abide by the Standard Terms and Conditions.

## **Signature (s) of the Applicant (s)**

“**Person**” includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body incorporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative.

“**Plan**” includes the plan for construction and development of developed residential colony at “**THE TOWNSHIP**” as approved by the appropriate Government Authority, the layout plan, building plan and the location plan of the said Property and agreeing to abide by the Standard Terms & Conditions;

“**Representatives**” shall include the directors, officers, employees, agents, consultants, advisors, or other representative, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any person;

“**Said Property**” means the developed residential plot in the approved residential colony “**THE TOWNSHIP**”, provisionally allotted by the Company.

“**Standard Terms & Conditions**” shall mean these standard terms and conditions, forming part of this application and upon of Provisional Allotment of the Said Property;

“**Third Party**” means any Person other than the Applicant or the Company.

“**Township**” means residential colony situated at Village Khidarpur, Panchayat Khidarpur, Tehsil Tijara, Distt. Alwar, Rajasthan, comprising of developed residential plots, flats/apartments in the Group Housing Society, commercial complexes, institutional area, social club, roads, parks etc. as per layout plan approved by the District Collector, Alwar vide letter No. P.12-3 Rajasva/Naksha Anu./2013/39 dated 03.01.2014.

### **1.2. Certain Rules of Interpretation**

With respect to the provisions herein:

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof.

## **Signature (s) of the Applicant (s)**

- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires.
- (c) Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same.
- (d) The Schedules and Annexures annexed to these Standard Terms & Conditions form an integral part hereof.
- (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

## **2. SCOPE OF THESE STANDARD TERMS & CONDITIONS**

- 2.1.** These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Property by the Company to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any right, title and interest in the Said Property or the Lands to the Applicant/Allottee or any other person. The Company reserves the right to appropriately modify these Standard Terms and Conditions, if considered necessary, at the time the Parties are entering into Buyer's Agreement.
- 2.2.** That detailed terms of the transfer of the Said Property shall be based on the definitive legal document for the transfer of property (hereinafter referred to as "Indenture of Conveyance") and shall include the entire understanding between the Parties relating to the conveyance of the Said Property to the Applicant/Allottee. The Applicant/Allottee shall have no right, title or interest whatsoever on the said Property either during its construction or after its completion till the execution of Indenture of Conveyance by the Company in favour of the Applicant/Allottee.

Provided that the Indenture of Conveyance shall be executed only after the consideration amount and other charges have been received from the Applicant/Allottee along with other applicable duties, charges and other payments etc. as due in accordance with the Provisional Allotment Letter, the construction of the Said Property is completed in all respects and subject to the Applicant/Allottee complying with all the provisions hereof.

Provided further that the Indenture of Conveyance shall be executed only when the Said Property is in a deliverable state after incorporating the Alterations (as defined herein), if any.



**Signature (s) of the Applicant (s)**

- 2.3.** The Applicant agrees that unless an Indenture of Conveyance is executed in favour of the Allottee, the Company shall continue to be the owner of the Said Property and the payments, if any, made pursuant to the Provisional Allotment of the Said Property to the Allottee, whether pursuant to the Standard Terms & Conditions or otherwise, shall give any Person any lien on the Said Property until they have complied with all the terms and conditions of the Provisional Allotment and the Indenture of Conveyance has been executed in favour of the Allottee.
- 2.4.** Nothing herein shall be construed to provide the Applicant/Allottee with any right, whether before or after taking possession of the Said Property or at any time thereafter, to prevent the Company from:
- (i) Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Property;
  - (ii) Putting up additional constructions at the Township at Village Khidarpur, Tehsil Tijara, Distt. Alwar, Rajasthan;
  - (iii) Amending/altering layout plan at the Township at Village Khidarpur, Tehsil Tijara, Distt. Alwar, Rajasthan;
  - (iv) Amending/altering the Site Plans for the plots in order to abide by the applicable local, municipal or any other laws for the time being in force.;
- 2.5.** The execution and/or registration of the Indenture of Conveyance shall not absolve the Applicant/Allottee of any of its obligations herein.

**3. CONSIDERATION**

- 3.1** The Applicant/Allottee shall make all such payments of Consideration and other dues at such times and as detailed in the Provisional Allotment Letter, promptly upon issuance of notice or intimation to the Applicant/Allottee. All payments by the Applicant/Allottee are required to be made by demand drafts or by cheques payable at New Delhi.
- 3.2.** In case any new taxes/duties/charges are levied by any Government Authority, the proportionate increase in Consideration/charges in respect thereof shall also be payable on demand by the Applicant/Allottee.

**Signature (s) of the Applicant (s)**

**3.3.** In addition to the above, the Applicant/Allottee agrees that in the event there is an enhancement of charges by any Government Authority, or any additional expenses are required to be paid by the Company for any reason including, inter alia, for providing any peripheral trunk services, Metro Rail or any specific / general purpose etc. outside the Project by any Government Authority as external development cost or otherwise and upon written intimation by the Company to the Applicant/Allottee of the same, the Applicant/Allottee shall make prompt and due proportionate payment of such additional sums within 15 days of such demand by the Company.

#### **4. CONVEYANCE OF THE SAID PROPERTY**

**4.1.** Upon execution of the Indenture of Conveyance after completion of the construction/development, subject to and to the extent permitted by applicable law and the terms of the Layout Plan approved the District Collector, Alwar, the Applicant/Allottee shall acquire the Said Property, for the Consideration.

**4.2.** The said Property shall be allotted to the Allottee on the terms herein, & the Allottee shall not have any interest, right or title in the parks, social club, roads, street lights, power / water / sewerage lines and Common Area in any manner whatsoever except the right of user as provided herein.

**4.3.** The applicant shall have no right except the right of use of facilities such as road, parks, social club, electric poles/ lines etc. on the terms and conditions as stipulated by the Company or agency/contractors engaged by the Company for upkeep and maintenance of the common facilities.

#### **5. OBLIGATIONS OF THE APPLICANT/ALLOTTEE**

**5.1.** Upon the Company allotting the Said Property to the Applicant on the terms herein, the Applicant agrees to the following, whether before or after possession of the Said Property is granted to the Applicant/Allottee.

**5.2.** Prior to taking possession of the Said Property, the Applicant/Allottee shall enter into a separate maintenance agreement on the terms illustratively set out under para 8 & 9 of the Application Form and clause 6.2 hereinafter (the “**Maintenance Agreement**”) with the Company or such maintenance agency as may be designated in this regard (the “**Designated Maintenance Agency**”) for maintenance of Common Areas and Common Facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement.

**Signature (s) of the Applicant (s)**

- 5.3.** Pending executions of the said Maintenance Agreement the Applicant hereby agrees to pay the maintenance and replacement charges (“**Maintenance Charges**”) as may be decided by the Company or by the Designated Maintenance Agency (as the case may be) from time to time in this regard. Pending execution of the said Maintenance Agreement, the Applicant hereby agrees to pay a onetime interest free maintenance deposit (refundable) and maintenance charges for the 1<sup>st</sup> year (non-refundable), upon offer of possession of the Said Property. Upon the timely and due payment of regular Maintenance Charges, the Allottee shall have the right to use the Common Areas and Common Facilities for the said Property. Provided, however, that it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the Common Areas and the Common Facilities till such time the possession of the Said Property has been taken by the Allottee.
- 5.4.** It is stated for the sake of abundant clarity that the Earnest Money constitutes a part of the Consideration and is non refundable except as mentioned herein under clause 5.13 and 9.1.5.
- 5.5.** The timely payment of Consideration and other dues, as more particularly described in the Application Form, these Standard Terms and Conditions and Provisional Allotment Letter, is an essential prerequisite to the execution of the Indenture of Conveyance. The Allottee hereby agrees and understands that, notwithstanding anything stated hereinabove, failure of the Allottee to comply with the Terms of Payment of the Consideration and other dues shall entitle the Company to terminate the Provisional Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money. The Company shall, upon cancellation, be free to deal with the Said Property in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the Earnest Money and the Termination Charges (as defined hereafter) is refundable to the Allottee by the Company without any interest thereon in the manner as more particularly described in Clause 9.1.5, as if the cancellation by the Company was a cancellation by the Allottee as described in Clause 9.1.5. The terms of this Clause 5.5 should not be construed to prejudice the rights of the Company to take any other actions against the Allottee as it may deem appropriate under applicable Law.
- 5.6.** Notwithstanding anything stated herein and without prejudice to the Company’s right to cancel the Provisional Allotment or to refuse execution of the Indenture of Conveyance, as provided herein, and without, in any manner condoning any delay in payment of Consideration and other dues, the Allottee shall be liable to make payment of simple interest at the rate of 12% per annum, which, at this juncture is considered to be a fair representative of rates in respect of loan/borrowing of the Company and same will accordingly be subject to change in accordance with change in prevailing lending/borrowing rates, on the outstanding amounts of Consideration and other dues from the due date(s) upto their payment or cancellation of the Provisional Allotment. The payments made by the Allottee shall first be adjusted against the interest and/or any penalty, if any, due from the Allottee to the Company under the terms herein and the balance available, if any, shall be appropriated against the due payment(s)/installment(s) due from the Allottee under the Standard Terms & Conditions and the Provisional Allotment Letter. The Applicant/Allottee understands and agrees that merely by paying or agreeing to pay interest the payment of the due payments/installments cannot be delayed or deferred.

## **Signature (s) of the Applicant (s)**

- 5.7.** The Allottee shall make all payments to the Company as per the actual demand raised as per the terms of the Provisional Allotment Letter / Standard terms and conditions read with the Payment Plan. In case the Allottee has a statutory obligation to deposit TDS with the Government Agency, the Allottee shall pay the TDS amount to the Government Agency and shall in no case be entitled to adjust the TDS amounts against amount due from him to the Company. Also, the Allottee shall be entitled to reimbursement of the TDS actually paid by him on submitting the proof / certification of payment made towards the TDS. It is clearly agreed that the Company shall make reimbursement of the TDS amount to the Allottee by means of Cheque / Demand Draft.
- 5.8.** The Allottee shall abide by all applicable Laws as may be applicable to the Said Property including inter alia all regulations, bye-laws, directions and guidelines of the Alwar Authority formed/issued under provisions of the \_\_\_\_\_ Act, 19\_\_ and rules made thereunder and shall keep the Company indemnified, secured and harmless against all costs, consequences and damages, arising on account of non compliance with the said requirements, requisitions and demands.
- 5.9.** The allottee shall do or not do any or all of the acts as more particularly described hereinbelow:
- (a) to do or not to do all such acts as are more particularly described herein;
  - (b) to use the Said Property only for the purpose sanctioned by Alwar Authority and for no other purpose;
  - (c) To pay, as and when required under applicable Law or demanded by the Company, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of Indenture of Conveyance;
  - (d) To sign all such applications, papers and documents and do all such acts, deeds and things as the Company may reasonably require for safe-guarding the interest of the Provisional Allotment of the Said Property or for securing the interests of the Allottee and/or the Company, as the case may be;
- 5.10.** If on account of any Law, the Company is prevented from completing the development of the Plotted Colony and the Plots or from delivering possession of the Property thereof to the Allottee, on account of any action by any third Party, or Government Authority, then it is in the sole and entire discretion of the Company to challenge the validity, applicability and/or the efficacy of such Law and challenge the action by the Third Party or Government Authority (the "**Said Case**") or take such reasonable steps which may be necessary to protect the interest of the Applicant/Allottee. In any event, Company shall take necessary steps to keep the Applicant/Allottee informed of the status of the same and in such an event, the Company shall not be liable for the delay and/or any consequential loss to the applicant.
- 5.11.** The Earnest Money and other payments made to the Company cannot be withdrawn or claimed from the Company till the final determination of the Said Case.

**Signature (s) of the Applicant (s)**

- 5.12.** In the event of the Company being successful in the Said Case, the Allottee shall be entitled to execution of an Indenture of Conveyance as provided herein and delivery of possession of the Said Property in accordance with the terms herein.
- 5.13.** In the event the Company is unsuccessful in the Said Case, and the impugned Law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title to the Said Property, the Company shall upon the judgment becoming final, absolute and binding upon the Company, pay to the Applicant/Allottee, the amount of the Earnest Money and other payment as had been received from the Applicant/Allottee, without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Company which shall be final and binding.
- 5.14.** The Applicant hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant is liable to pay as per the Application Form and as specified in the Provisional Allotment Letter and to observe and perform all the covenants and conditions contained herein, and to keep to the Company and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
  - (ii) any other conduct by the Applicant or any of its Representatives as a result of which, in whole or in part, the Company or any of its Representatives are made a party to or otherwise incur any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
  - (iii) any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the Terms & Conditions herein;
  - (iv) any action or proceedings taken against Company in connection with any such contravention or alleged contravention by the Applicant.

**6. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT**

- 6.1.** The Applicant has applied for Provisional Allotment of the Said Property after satisfying himself that he has understood and appreciated the contents and the implications of laws applicable to **"THE TOWNSHIP"**, and the Said Property.

**Signature (s) of the Applicant (s)**

- 6.2. The Applicant has inspected and seen the site, the Plans, ownership records, terms and conditions of the Maintenance Agreement and other documents relating to the title and all other details of the said Property that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself about the right, title and capacity of the Company to deal with the Said Property and **“THE TOWNSHIP”**, and has understood all the limitations and obligations thereof.
- 6.3. The Consideration for the Said Property and other charges are based on the area of the Said Property and shall be paid by the Applicant in accordance with the terms herein.
- 6.4. The Applicant has all necessary power, authority and capacity to bind itself to these Standard Terms and Conditions and to perform his obligations herein.
- 6.5. The Applicant acknowledges and understands that the Said Property is located near, adjacent to or borders upon Commercial complex, Power House and Social Club, School/College and that construction, post-construction and normal activities on the Commercial complex, Power House and Social Club, school/college may be different that those normally associated with a residential neighborhood. Therefore, the Applicant/Allottee shall not object to and shall not interfere, in any way, with the establishment, construction, development and operation of the Commercial complex, Power House and Social Club and/or residential, commercial, recreational and other developments/activities, running of a school/college, as may, from time to time be undertaken by the Company, members of the Commercial complex and Social Club, school/club or other Persons permitted to enjoy the facilities **“THE TOWNSHIP”**. This includes but shall not be limited to entering upon **“THE TOWNSHIP”** by the Company, members of the Commercial complex and Social Club or other Persons permitted to enjoy the facilities at **“THE TOWNSHIP”** as may be required for the purpose of construction and/or development of the Commercial complex, Power House and Social Club and/or residential, commercial, institutional, recreational and other developments/activities undertaken by the Company at **“THE TOWNSHIP”**.
- 6.6. The Company shall continue to be entitled to construct and/or install such other things as may be required for the development, operation and maintenance of **“THE TOWNSHIP”** including but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements, as may from time to time be deemed necessary by the Company and/or the Maintenance Agency.
- 6.7. The Applicant confirms that the Applicant is aware of the inherent risks and hazards involved in occupation of a residential property located on or about near, adjacent to or borders upon Commercial complex, Power House, college/school and Social Club etc. and agrees not to hold the company and/or of its employees, representatives, agents, and/or any member(s)/player(s) responsible for any damage and/or injury, or whatsoever nature, which may be caused by normally or otherwise to his person and/or to his property and/or to the person and/or property of any of his co-inhabitant(s) and/or any of his/their guest(s) at **“THE TOWNSHIP”**.

**Signature (s) of the Applicant (s)**

The Applicant further agrees and undertakes to indemnify and keep the Company, its employees, representatives, agents, etc. and/or the members of the Commercial complex, Power House, college/school and Social Club indemnified against any action whatsoever which may be brought against them by his co-inhabitant(s) and/or his guest(s) or his co-inhabitant(s) guest within **“THE TOWNSHIP”** area for any loss, damage or injury which may be suffered by them to their person or to their property, normally or otherwise.

- 6.8.** The Applicant has seen the Plans and has been made aware of and accepts that the Plans, specifications as more particularly described in the Application Form, brochures etc. are tentative and that there may be variations, deletions, additions, alterations made either by the Company as it may deem fit and proper, or by or pursuant to requirements of a Government Authority, which alterations may involve changes, including change in the position/location of the Said Property, change in the number of units, change in its dimensions, and the Applicant shall have no right to object to such variations, additions, deletions, alterations and modifications as aforesaid (the **“Alterations”**) made in accordance with the applicable local, municipal or any other laws for the time being in force. The areas of the Said Property and consequently the Consideration amount may be increased on account of such Alterations on the basis of actual expenditure and proportionate share, and the Applicant shall pay without demur such increased amount of Consideration at such times as maybe required by the Company. In the event that the Consideration amount is decreased pursuant to such Alterations, the excess amounts, if any, paid by the Applicant shall be refunded by the Company without interest in case full consideration and other dues have been paid by the applicant.

Provided further that any changes as a result of the Alterations or otherwise shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Area of the Said Property pursuant to Alterations or otherwise shall be payable within the due date as intimated by the Company or refundable without any interest by the Company on a pro rata basis or at the agreed rate as may be more specifically described in the Provisional Allotment Letter and that the other charges as specified therein will be applicable for the changed area at the same rate as indicated in the Provisional Allotment Letter.

- 6.9.** The Applicant understands that, subject to the right/interest of the Applicant/Allottee hereinunder, Company has the right to raise finance from any Bank/Financial Institution/Body Corporate and for this purpose it can create mortgage or charge or hypothecation on the Land and the construction thereon in process or on the completed construction, in favour of one or more such institutions. However, the Company will ensure that any such charge, if created, is vacated before execution of the Indenture of Conveyance of the said Property in favour of the Applicant/Allottee.
- 6.10.** The Company reserves the right to transfer/assign the Land in whole or in parts to any other entity such as 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 in its sole discretion and the Applicant agrees that he/she shall not raise any objection in this regard. However, Company shall take steps to ensure that the right/interest of the Applicant/Allottee hereinunder are duly preserved and protected.

**Signature(s) of the Applicant (s)**

- 6.11.** That the Applicant understands and accepts that the payment of different amounts in terms of Payment Schedule and the time mentioned for handing over possession of the Property are not inter-dependent and depending on the progress of the work, the Company may make demand for payment of installments, upon completion of respective tasks and it will not be mandatory for the Company to spread the development for the entire term fixed for handing over the possession of the Property.
- 6.12.** The Applicant/Allottee accepts that he is agreeing to purchase the Property after evaluating his financial position and making sure of mobilizing the resources, as per the payment schedule and the Allottee shall be estopped from taking any plea of non-availability of loan or his inability to pool funds to justify any delay in making the payment of installment amounts.

## **7. OBLIGATIONS OF THE COMPANY**

- 7.1** The Company shall make best efforts to deliver possession of the Said Property to the Applicant within the period of 14 months from the date of acceptance of the Application for the provisional allotment, more specifically described in the Provisional Allotment Letter, with a further grace period of 90 (ninety) days. If the completion of the Said Property is delayed by reason of non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason beyond the control of the Company (hereinafter referred to as “**Force Majeure Events**” and each individual event referred to as a “**Force Majeure Event**”), the Company shall be entitled to a reasonable extension of time for delivery of possession of the Said Property.
- 7.2** Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss of profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company. If, however, the Company fails to deliver possession of the Said Property within the stipulated period as mentioned herein above, and within the further grace period of 90 (ninety) days thereafter, the Applicant shall be entitled to a discount in Consideration for delay thereafter @ Rs. 10/- per sq. yard per month of the Plot Area of the Said Property (“**Rebate**”). The Time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time delay for the delivery of possession of the Said Property.

**Signature(s) of the Applicant (s)**



- 7.3** Such a Rebate in the Consideration shall be given by the Company to the Applicant at the time of payment due upon offer of possession of the Said Property.
- 7.4** In the event that a Force Majeure Event occurs, the Company has the right to alter the terms and conditions of Provisional Allotment of the Said Property as stated herein or if the Force Majeure Events so warrant, the Company may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company hereunder.
- 7.5** In the event there is any delay in making payment of the respective installments by the Allottee, in terms of the Payment Plan, then notwithstanding the options of claiming interest and cancellation of the allotment, the Company shall have the right to extend the time for handing over the possession for a time equivalent to the cumulative delay in making different due payments/installments by the Allottee.
- 7.6** It is hereby clarified that the total construction period as stipulated in Clause 7.1 herein shall stand automatically extended, without any further act or deed or on the part of the Company, by the period during which a Force Majeure Event occurs. Provided that the Company shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.
- 7.7** The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces & all or any of the common use areas and Common Facilities etc. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common use areas and Common Facilities and to any area which is not specifically sold or provisionally allotted or transferred to the Applicant.

## **8. MISCELLANEOUS OBLIGATIONS**

The following is agreed to by the Applicant:

- 8.1** As and when the Said Property is ready for possession in accordance with the terms specified herein, the Company shall issue a notice of offer of possession (the **“Notice of Possession”**) calling upon the Applicant to take possession of the Said Property after paying stamp duty, registration charges and other legal incidental expenses in respect of the Indenture of Conveyance and upon the payment of the entire Consideration, other dues, taxes and Maintenance Deposit /Advance /Charges in accordance with the Provisional Allotment Letter and the terms herein. Within thirty days of the date of dispatch of the Notice of Possession the Applicant shall be liable to take physical possession of the Said Property after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Applicant fails and neglects or delays or is not ready or willing to take possession of the Said Property, the Applicant shall be deemed to have taken possession of the Said Property at the expiry of thirty days from the

date of dispatch of the Notice of Possession by the Company. In this event the Said Property shall be at the risk and cost of the Applicant and the Applicant shall be further liable to pay holding charges @ Rs. 10/- per sq. yard per month of the Plot Area of the Said Property (the **“Holding Charges”**). Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the Company shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Applicant in accordance with the terms of these Standard Terms & Conditions. The applicant agrees not to question the decision of Company in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.

The Company may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Applicant shall also be liable to pay proportionate Maintenance Charges in respect of the Said Property from the expiry of 30 days from the dispatch of the Notice of Possession till such time he takes possession of the Said Property.

- 8.2** The Company or the Designated Maintenance Agency shall be entitled to access the Said Property at such time as is fixed by the Company or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the Said Property and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Company or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Said Property in the same condition in which they were earlier, after carrying out the repair and/or service work.
- 8.3** It shall be the obligation of the Applicant to get the Said Property comprehensively insured at his own cost and expense after taking over physical possession of the Said Property.

## **9. DEFAULT, CONSEQUENCES OF DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATION**

### **9.1** Default.

- 9.1.1** In the event of breach or default by the Applicant / Allottee of any of the covenants contained herein, (“Default”), the Company may issue a notice calling upon the Applicant/Allottee to rectify the Default within a period of 30 days from the date of the notice (“Notice Period”). The Applicant / Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach of default by a written notice (by registered Post).

**Signature(s) of the Applicant (s)**

**9.1.2** In the event that in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without prejudice to any other legal remedy which the Company may have in Law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. Upon such cancellation, the Applicant / Allottee shall be liable to pay the Company the sums mentioned in Clause 9.1.5 hereinbelow, as if the cancellation was a cancellation by the Applicant/Allottee under the terms of Clause 9.1.5.

**9.1.3** The Applicant/Allottee shall not have any lien or any other right on the Said Property, nor should anything herein or elsewhere be construed to entitle the Applicant / Allottee to obstruct, prevent, adjunct or restrain the Company from making a fresh Allotment in respect of the Said Property to any Third Party after cancellation of the Provisional Allotment, or to restrict, prevent or injunct any cancellation of the Provisional Allotment.

Provided, however, that the Company may, at its sole discretion, condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the Company may decide at its sole discretion.

Provided further that where a charge or fee or any other sum of money for the condonation of any default has been prescribed hereunder, the Company shall be at liberty to condone the Default by levying such charge or fee or such sum of money as may be prescribed herein. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Company to demand specific performance of such obligations hereunder or to take appropriate legal action.

**9.1.4** Failure of the Company to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant/Allottee, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the Applicant / Allottee.

**9.1.5** The termination of the Provisional Allotment pursuant to Clause 9.1.2 hereof shall be effected by the Company giving 30 (thirty) Days prior written notice of such termination to the Allottee. If the Provisional Allotment so terminates, it shall become null and void and have no further force or effect, except as provided in Clause 9.2 (a) hereof.

**9.1.6** (a) The Applicant/Allottee shall be entitled to cancel the Provisional Allotment only on default of Company to deliver possession of the Said Property within the stipulated period as mentioned here in above and within the further grace period of 90 (ninety) days thereafter. In such an event and upon the request of the Applicant/Allottee, the Company shall refund the entire amount as had been received from the Applicant/Allottee along with simple interest at the rate of 12% per annum (subject to deduction of tax as applicable).

**Signature(s) of the Applicant (s)**

(b) If the Applicant/Allottee, for any other reason, requests the Company to cancel the Provisional Allotment in his favour, the Company shall permit such cancellation. Provided that the Applicant/Allottee will have to compensate the Company for any loss which may have been caused to the Company on account of substituting another Applicant/Allottee in his/its/her place and stead (“**Termination Charge**”). In addition to the above, the Company will also be entitled to forfeit the Earnest Money and it is further clarified that all the interest payment under Clause 5.6 above, shall also not be refunded to the Applicant/Allottee.

(c) Further, if the Applicant/Allottee, is entitled to an Early Payment Discount in terms of Clause 5.6 hereinabove, discount shall not be refundable to the Applicant/Allottee.

(d) Notwithstanding anything stated hereinabove, in the event the Provisional Allotment is terminated by the Company under the Terms of Clause 5.5 or Clause 9.1.5(b) herein, the entire amount of Earnest Money shall be forfeited by the Company. The Balance installments paid by the Applicant in accordance with the terms hereof shall first be used to satisfy the Termination Charge, which shall include and in any event not be less than the interest amounts set forth in Clause 5.6 herein, and the rest of the payments shall be refunded to the Applicant without interest.

## **9.2 CONSEQUENCES OF TERMINATION**

If the Provisional Allotment is terminated pursuant to Clauses 5.5, 9.1.2 or 9.1.5 hereinabove, all obligations of the Company and the Applicant / Allottee hereunder, under the Application Form and the Provisional Allotment Letter shall automatically terminated with no further act or conduct being necessary or required on the part of either the Applicant or the Company, or any liability attaching to either the Applicant or the Company, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in such case:

- (a) such termination shall not constitute a waiver by either the Applicant or the Company of any obligation that shall survive such termination including inter alia Clauses 5.5, 5.6, 5.13, 6.7, 9.1.5, 10.1, 10.6, 10.9 and this Clause 9.2;
- (b) such termination shall not constitute a waiver by either the Applicant or the Company of any claim it may have for actual damages caused by reason of, or relieve either the Applicant or the Company from liability for, only breach of these Terms & Conditions prior to termination under Clauses 5.5, 9.1.2 or 9.1.5 herein;
- (c) If the Provisional Allotment is terminated by the Company under Clauses 5.5, 9.1.2 or 9.1.5 the Applicant / Allottee shall be liable to pay the sums or get the refunds only under Clauses 9.1.5 herein.

**Signature (s) of the Applicant (s)**

## **10. MISCELLANEOUS**

**10.1 Notice:** All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post at the address(es) specified hereinabove and it shall be the responsibility of the Applicant to inform the Company by a Registered letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Applicant shall be fully liable for any default in payment and other consequences that may occur therefrom.

In the event that there are joint Applicants, all communications and Notices shall be sent by the Company to the first Applicant at the address given by him in the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s). All notices and other communication required to be sent by the Applicant to the Company shall be sent by the Applicant to the registered office of the Company as specified in the definition of the term “Company” in these Standard Terms and Conditions. The Company shall notify any change in the registered office address to the Applicant.

The Company shall notify any change in the registered office address to the Applicant.

**10.2 Assignment:** All Assignments of the Provisional Allotment by the Applicant to any Person (the “**Proposed Transferee**”), shall require prior written consent of the Company, which the Company may give on such terms and conditions including inter alia those relating to payment of prevailing administrative charges (“Administrative Charges”) for permitting such substitution and the Company’s right to terminate the Provisional Allotment.

The Company may permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid for in full. No Administrative Charges shall, however, be payable in the case of succession to the legal heirs of the Allottee. The Transferee shall be bound by the Standard Terms and Conditions and shall furnish an undertaking to that effect.

**10.3 Foreign Applicant:** The Applicant, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The applicant shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.

**Signature (s) of the Applicant (s)**

**10.4** In case the Applicant/Allottee desires to transfer the Said Property to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method after execution of Indenture of Conveyance the Proposed Transferee may have to pay the Alwar Authority subsequent sales transfer charges ("**Transfer Charge**"), if any.

Notwithstanding anything contained in this clause, the Applicant / Allottee shall pay all expenses, Administrative Charges, fees and any other dues payable to the Company, whether required hereunder or under any subsequent agreement, prior to applying for transfer of the Said Property to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method.

**10.5** The Application Form, these Standard Terms & Conditions and the Letter of Provisional Allotment (hereinafter collectively referred to as the **Documents of Allotment**") shall constitute the entire terms & conditions with respect to the Provisional Allotment of the Said Property to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the Company and the Applicant relating to the terms covered herein. No amendment to these Standard Terms & Conditions shall be valid or binding unless set forth in writing any duly executed by the Company and the Applicant. No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the Company or the Applicant purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

**10.6 Governing Law and Jurisdiction:** The Provisional Allotment shall be governed and interpreted by and construed in accordance with the Laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under and subject to the provisions of clause 10.9 hereof, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

**10.7 Severability:** If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

**10.8 Rights of Third Parties:** Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any Person, other than the Company and the Applicant any rights or remedies under or by reason of this Provisional Allotment or any transaction contemplated herein.

**Signature (s) of the Applicant (s)**

**10.9 Dispute Resolution:** Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for the purpose by Shri Hitesh Jain, Director of the Company. The proceedings of the Arbitration shall be conducted in accordance with the Provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made hereunder. The Applicant hereby given his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be New Delhi, India.

It is hereby clarified that during the arbitration proceedings, the Company and the Applicant shall continue to perform their respective rights under the Provisional Allotment.

**10.10 Overriding Effect:** In the event of any inconsistency between the Documents of Provisional Allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Documents of Provisional Allotment shall prevail.

Date \_\_\_\_\_

**Signature (s) of the Applicant (s)**

**Witnesses:**

1. \_\_\_\_\_

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

## **DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM**

### **Resident of India:**

- Copy of PAN Card.
- Proof of address (Copy of Driving License or Passport or Voter's ID Card or Bank Pass Book or Electricity Bill)

### **Partnership Firm:**

- Copy of PAN Card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the document, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### **Private Limited & Limited Company:**

- Copy of PAN Card of the Company.
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.

### **Hindu Undivided Family (HUF)**

- Copy of PAN Card of HUF.
- Authority Letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

### **NRI/Foreign National of India Origin:**

- Copy of the individual's Passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

**NOTE: 3 passport size photographs of the Applicant (s) required in all cases.**

**Signature (s) of the Applicant (s)**