

SHIFT FROM POLLUTION TO PURITY...

Metro LUXURY HOMES City



BOOKING FORM

PROVISIONAL BOOKING FORM

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METRO CITY, PATNA

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METRO CITY, MUZAFFARPUR

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(Opt any one project and tick the same)

Check list of documents to be submitted along with the application from

It is mandatory to affix passport size photograph in designated areas in the application form towards all mentioned below categories and provide the following documents :

Resident of India :

- Copy of PAN CARD.
- Photograph of all applicants.
- Any other documents / certificate as may be required by the company.
- Residence address proof.

Partnership Firm

- Copy of PAN CARD of the partnership firm.
- Copy of partnership deed.
- In case of one of the partner signing the documents on behalf of other partner, and authority
- letter from other partner authorizing the said person to act on behalf of the firm.

Private Limited Company

- Copy of PAN CARD of the company.
- Articles of the association (AOA) and 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.

Hindu Undivided Family

- Copy of PAN CARD of HUF

NRI / Foreign National of Indian 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.
- Copy of proof of Indian Origin (PIO / OCI Card Copy)

If the first applicant is a minor, proof of age and address of the guardian to be provided.
All copies of the documents should be self-attested.

Receiving Officer

Applicant's Signature

PROVISIONAL BOOKING FORM

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(Opt any one project and tick the same)

Notice to the Applicant (s),

The applicant shall sign all the pages of this application and of the annexure - I & II attached here to (which would form part and parcel of this application) in token of the applicant (s)' acceptance of the same.

Application No. / Code. _____

Date _____

To,

Direct Sell Buildcon Pvt. Ltd

Property Point Centre Opp.- Sai Corporate Park, Rukanpura
Bailey Road, Patna (Bihar) India - 800014

Subjects : Application for registration and booking, of Residential / Commercial / Duplex / Villa / Flat / Plots for provisional allotment, in the plan of **Direct Sell Buildcon Pvt. Ltd.** in the project.....

Dear Sir,

I. I/We, that applicant, whose particulars are mentioned below in this application, understand **M/s Direct Sell Buildcon Pvt. Ltd.** (hereinafter referred to as "Company") has conceived, planned and is in the process of developing a Township know as "....." (hereinafter referred to as "Plan") situated on..... (hereinafter referred to as "land") and is inviting applications for provisional allotment of Township plots, in the plan of the company. The applicant understands that this applications relates to one such plot tentatively admeasuring Sq. Ft. or their about and tentatively bearing no. (hereinafter referred to as the "Plot") in block / sector no in plan. The applicant has been intimated that though the may have other components, including but not limited to commercial facilities, community facilities, EWS, open areas etc., this application shall be confined and limited in its scope to the plot in the aforesaid land.

II. The applicant, after having read, understood and agreed with the term & conditions (hereinafter referred to as "Terms & Conditions"), annexed hereto as Annexure - I, pertaining to the provisional allotment of the plot, the price thereof mentioned in the price list (hereinafter referred to as "Price List") annexed hereto as annexure - II do hereby apply for provisional allotment of the plot in the plan of the company, under the following payment plans

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Samridhi Pariwar Yojana

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Samridhi Awas Yojana

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Samridhi Gullak Yojana

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Samridhi Couple Yojana

(Opt any one Payment Plan and tick the same)

Applicant's Signature

III. The applicant hereby remits sum of Rs.(in words), to the company, vide Bank Draft (s) / Cheque (s) bearing No (s)..... dated..... drawn on..... favouring **Direct Sell Buildcon Pvt. Ltd.** A/c " _____ " towards the registration and booking amount of the Plot / Duplex in plan of the company.

IV. The applicant understand that this application form merely expresses the intent of the company to consider provisionally allotting the plot to the applicant and in no way shall be construed as a final allotment. The applicant agrees that this application shall become definitive only after the execution of the Buyer's Agreement. It is also made aware to the applicant that incase of any conflict between the application form of the Buyer's Agreement, the terms of the Buyer's Agreement shall supersede this application form and the same shall prevail.

V. In the event of company agreeing to allot the plot, the applicant agrees to pay total price and all other dues as stipulated in this application and / or as may be intimated by the company from time to time and in the manner set out in the payment plan opted by the applicant which shall form part of the Buyer's Agreement.

The applicant has clearly understood that this application does not constitute an agreement to sell and the applicant does not become entitled to the final allotment of the plot in the plan, notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered along with this application.

VI. The applicant has understood that only on execution of the Buyer's Agreement and agreeing to abide by the terms & conditions laid down therein, the allotment shall become final and binding upon the applicant and the company.

The applicant undertakes to sign and return the Buyer's Agreement, together with all the annexure and the amount due and payable as set forth in the payment plan within a period of 30 (Thirty) days of the receipt of the Buyer's Agreement. If the Applicant fails to sign the Buyer's Agreement and deliver the same to the company with in the aforesaid stipulated time period, then the application of the applicant shall be treated as cancelled.

VII. The applicant agrees that if for any reasons other than reasons attributable to the Applicant, the Company is not in a position to finally allot the plot with in a period of 90 days from the date of the allotment letter or abandonment of the plan, as the case may be, the Applicant shall be entitled to take the refund of the booking amount paid, by giving a written notice of not less than thirty days (30). That on receipt of the aforesaid notice, the Company shall review the status of allotment of the plot and take action of either allotting the Plot or refund the booking amount paid without any interest amount payable thereon and the Applicant shall not raise any objection or claim damages or compensation in that regard.

VIII. The Applicant agrees to abide by the Term & Conditions including but not limited to those relating to the payment of Total Price and other charges, rate, taxes, cesses, levies, etc. and forfeiture of Earnest Money along with Non Refundable Amounts as laid down herein.

IX. That the contents of Annexure - I & II hereof are incorporated in this Application by way reference and shall always by deemed to be part and parcel of the Application.

Applicant's Signature

PERSONAL DETAILS FORM

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Affix
Photo
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Affix
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DETAILS OF PLOT REQUIRED AND PROVISIONAL REGISTRATION

Area _____ sq. ft. (approx.)

Details of Pricing : Basic Sale Price Rs. _____ per sq.ft.

Preferential location charge (PLC), as applicable:

1. **PLC-I**, for Plot opposite to Greens as specified in the plan.

@Rs. _____ per sq.ft.

2. **PLC-II**, for Corner Plots specified in the plan.

@Rs. _____ per sq.ft.

3. **PLC-III**, for Other type if applicable.

@Rs. _____ per sq.ft.

Total Price payable for the Plot; Rs. _____ (Rupees _____)

*Strike whichever is not applicable.

DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information providing by the Application the Applicant(s), the Seller shall be entitled to forfeit the amount paid by the Applicant(s).

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

RECEIVING OFFICER:

For Office Use Only

Name _____ Signature _____ Date _____

1. Plot No.: _____ Allotted Area _____ Sq.Ft. (approx.)

2. Basic sale Price: Rs. _____ per sq.ft.

3. Aggregating to Rs. _____ (Rupees _____ only)

Preferential location charges as applicable:

1. **PLC-I**, for Plot opposite to Greens as specified in the plan.

@Rs. _____ per sq.ft.

2. **PLC-II**, for Corner Plots specified in the plan.

@Rs. _____ per sq.ft.

3. **PLC-III**, for Other type if applicable.

@Rs. _____ per sq.ft.

Total Price payable for the Plot; Rs. _____ (Rupees _____)

*Strike whichever is not applicable.

PAYMENT PLAN: (Opt any one Payment Plan and tick the same)

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Samridhi Pariwar Yojana

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Samridhi Gullak Yojana

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Samridhi Awas Yojana

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Samridhi Couple Yojana

4. Payment received vide Cheque/DD/Cash _____ Dated _____ for Rs. _____
out of NRE/NRO/FC/SB/CUR/CA _____ ACCT _____

5. Introducer Name _____ Senior Sales Manager _____

Introducer Code _____ S.M. Code: _____

Signature of introducer _____ Signature of Senior Sales Manager (SSM) _____

6. Check List for Receiving Officer :

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Booking Amount cheque/draft.

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Customer's signature on all pages of the Application from at marked 'X'. PAN No. &

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Copy of PAN Card / Undertaking.

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For Companies : Memorandum & Articles of Association and certified copy of Board Resolution.

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For Foreign Nation of Indian origin : Passport photocopy and payment either as Foreign Inward Remittance from the

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account of Applicant(s) of from Non-Residential/ FCNR A/c. of Applicant(s).

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For NRI : Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) of from Non-Resident A/c of Applicant(s).

7. Remarks _____

Signature (Receiving Officer)

Signature (Inventory)

TERM & CONDITION

Term & Conditions forming part of the Application for Registration & Booking of Residential / Commercial / Duplex / Villa/ Flat/ Plot, for Provisional Allotment in the Township Plan of Direct Sell Buildcon Pvt. Ltd., Property Point Centre Opp.- Sai Corporate Park, Rukanpura, Bailey Road, Patna (Bihar) India - 800014 Project Selected as given above on page no.....

Definition and interpretation : In this Application, the following words and expressions, when written in capital letters or in bold, shall have the meaning assigned herein. When not written in capital letter, such words and expressions shall be attributed their ordinary meaning.

"Agreement" shall mean the Plot Buyer's Agreement which will be executed as per standard format of the Company.

"Applicant (s)" shall mean the applicant(s) applying for provisional allotment of the plot whose particulars are set out in this Application and who have appended their signatures as acknowledgment of having agreed to the term and conditions of this Application and the Agreement.

"Application" shall mean this application for provisional allotment of Plot in the Plan along with the term and conditions contained herein in

Annexure-I & II. **"Basic Sale Price"** means sale price of the plot exclusive of the preferential location charge (PLC) in the Plot is preferentially located and External development charge (EDC) as applicable. The "Basic Sale Price" dose not include taxes, other amount, charge, security amount etc. and payable as per the terms of the Agreement including but not limited to:

- i) External development charge (EDC) Rs. 80/- per sq. ft. shall be deposited by the Applicant on the possession or after 24 months of the allotment whichever comes early.
- ii) Stamp duty, registration and incidental charge as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant(s) alone.
- iii) Taxes: a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to the Total Price. The proportionate share shall be the ratio of the plot area of the plot to the total area of all the Plots in the Township: b) The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as started above and the Applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
- iv) The all Government charges, Maintenance Charge, additional preferential location charge, property tax, municipal tax on the Plot and wealth tax, government rates, tax on land, fees or levies of all and any kind by whatever name called on the Plan shall be borne and paid by the Applicant(s) alone.
- v) The cost of electricity including electric fitting, fixture and electric meter and its connection, the cost for installation of the equipment for procuring and supplying water as well as the charge for water connection shall be borne and paid by the Applicant(s) alone.
- vi) The club charge and any other charges that may be payable by the Applicant(s) as per a separate agreement.
- vii) Any other charge or expenses as maybe more particularly specified in the Agreement.

"Earnest Money" shall mean 15% of Total Price of the plot area.

"Price List" means Annexure-II to this Application providing details & price of the Plot. In this Application and includes any alternative Plot in lieu of the Plot whose particulars are mentioned in the Application.

"Plan" shall mean Township of Direct Sell Buildcon Pvt. Ltd.

"Taxes" shall means any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Township, now or in future.

"Total Price" means Basic Sale Price along with the preferential Location Charge, if the Plot is preferentially located, but does not include other amount, including EDC and not limited to all government charge, club charge, stamp duty etc. which are payable as and when demanded by the Company in accordance with the terms of this Application and Agreement.

"TERMS"

1. For all intents and purpose and for the purpose of the term and conditions set out in this Application, singular includes plural and masculine includes feminine gender.
2. The term and conditions given below are only indicative to enable the Applicant to acquaint himself with the term and conditions as will be comprehensively set out in the Agreement which, upon execution, shall be in addition to the term and conditions set out herein below and in case of any inconsistency or conflict, the term and conditions of the Agreement shall prevail.
3. The Applicant(s) has made this application for provisional allotment of the plot in the scheme with full knowledge of and subject to all the laws/notifications and rules applicable to the location & area in general and this Plan in particular, which have been understood by the Applicant(s).

Applicant's Signature

4. The Applicant(s) agrees that no lien or encumbrance shall arise against the Plot as a result of this Application or any provisional allotment letter or any money deposited hereunder or pursuant to the provisional allotment, by the Applicant(s). The Applicant(s) further agrees that even if the Company, vide a separate Allotment Letter provisionally allots the Plot to the Applicant(s), the provisions of the said proposed Allotment Letter shall be subject and subordinate to the lien of any mortgage hereto before or hereafter made / created by the Company and such mortgages(s) or encumbrances shall not constitute any objection to the title of the Plot or performing its other obligations hereunder or be the basis of any claim against or liability of Company provided that at the time of the execution of the Conveyance Deed the Plot shall be free and clear of all encumbrances, lien and charges whatsoever. In case the Applicant(s) opts for long term payment plan arrangement with any financial institutions / banks the conveyance of the Plot in favour of the Applicant(s), shall be executed only on receiving no objection certificate by the Company from such financial institutions / banks.
 5. The Applicant (s) has applied for provisional allotment of the Plot and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the Plan and has also satisfied himself about the title/interest/rights of the Company in the land of the Plan on which the Township is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) shall pay the Total Price of the Plot and other charges calculated on the basis of Plot area.
 6. The Applicant(s) has seen and accepted relevant documents including but not limited to the plans, designs, specifications which are tentative and the Applicant(s) is making application with the full knowledge about the proposed specifications, location of the Plot and other term and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Company, may consider necessary or as directed by the competent authority and or Architect at any time even after lay out plans for the scheme are sanctioned. The Applicant(s) has, in token of his acceptance of various Plan signed and executed the annexure attached and which forms part and parcel of this Application and shall also form a part of the Agreement and the Applicant (s) shall not raise any dispute/claim against the Company in this regard. The Applicant(s) hereby gives his consent to such variations, additions, alterations and modifications.
 7. The Company shall have the right to effect suitable necessary alterations in the layout plan, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the no. of the Plot/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Plot was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant(s) without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
 8. The Applicant(s) agrees that if due to change in the layout plan, the Plot becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as maybe applicable. The Applicant(s) further agrees that, if due to any change in the layout plan, the Plot ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as per the payment plan opted by the Applicant(s) and the Applicant(s) agrees to the same and shall not raise any further dispute or claim.
 9. The Applicant(s) agrees to pay the Total Price including but not limited to charges which do not form part of the Total Price and that such charges shall be payable by the Applicant (s) on the basis of the Plot area and shall abide by the term and conditions of the Agreement. The Applicant(s) shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common facilities and amenities falling outside the Plot (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future, shall be final, conclusive and binding on the Applicant(s).
- The Applicant(s) acknowledges that the Company shall be carrying out extensive development I construction activities in the future in the entire area falling within/ outside the Plan/ Township in which the Plot is located and that the Applicant(s) shall not have a right to raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such development / construction activities or incidental I related activities. The Company shall have the sole discretion and absolute authority to deal in any manner with all land(s), facilities and amenities as mentioned above including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi- government any other authority, body, any person, institution, trust and/ or any local body(ies) which the Company may deem fit.
10. The Applicant(s) shall pay the price of the Plot and other charges calculated on the basis of area, which is understood to include pro rata share of the common areas in the Plan and proportionate share of the other common facilities, as specifically provided in the Agreement, which may be located anywhere in the said proposed Township and Plan at the sole discretion of the Company. The calculation of the area of the Plot shall be more clearly defined in the Agreement and upon execution of Agreement, the method of definition of area stated therein shall become binding on both the parties.
 11. The Applicant(s) agrees to pay any charges / fees as and when demanded by the Company, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges/fees is increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Applicant(s) agrees to pay such charges directly to the government or to the Company forthwith of the Company raising such demand. The Applicant(s) agree that the Company shall have the first charge and lien on the Plot to the extent of unpaid amount.

12. The computation of the price of the Plot does not include any element of recovery or payments towards land, development running and operation of common amenities and facilities like convenience store or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner.
13. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance services agreement with the Company or the maintenance agency nominated by the Company on the term and conditions as may be provided in the Agreement and the maintenance agreement.
14. The Applicant (s) shall pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or liveable now or in future on the Plan/Township of the Plot, as the case may be, as assessable/applicable and the same shall be borne and paid by the Applicant(s).
15. The Applicant(s) is aware that the Company or its agents/broker may at their sole discretion without being under any obligation and subject to such Government approvals as may be necessary; enter into any arrangement for procuring and supplying water to the said Scheme from any nearest river, canal, reservoir and/or any other source. The Applicant(s) agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Scheme, by whatever name called either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on demand.
16. The Applicant(s) shall pay the Company or its agents as the case may be, such amount(s) and other charges for the actual consumption of water so supplied to the Plot based on such tariff as may be fixed by the Company or its agents in their sole discretion. The Applicant(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Plot and the Company shall have the first charge and lien on the Plot to the extent of such unpaid amount.
17. The Company may at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant(s) to get the names of his/her nominee added, deleted, substituted along with/ in his/her place subject to such term and conditions and upon the payment of such charges as the Company may levy at its sole discretion. **The Applicant understands and agrees that on the Company consenting to such nomination / substitution, the nominee shall not be entitled to any compensation in terms of clause 20 herein below.** The Applicant(s) shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such nominations.
18. The Applicant(s) agrees that the Company shall be entitled to forfeit the Earnest Money along with Non Refundable Amounts in case of non-fulfillment/ breach of the term and conditions herein contained and those of the Agreement, including withdrawal of the Application, and also in the event of failure by the Applicant(s) to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company.
19. In the event the Applicant chooses to cancel the registration and booking of the Plot or surrenders the Plot allotted to him at any stage before the execution of the Agreement, the Earnest Money Deposit of 15% of Basic Sale Price (BSP) along with Non Refundable Amounts shall stand forfeited.
20. After execution of the Agreement, and at a later stage, if the Applicant does not fulfill the term and conditions of the Agreement or cancels the Agreement or surrenders the Plot allotted to him/her, charges at the rate of 15% (fifteen percent) on the Total price of the Plot shall be leviable and the Company shall be entitled to adjust the same from the amount deposited or paid by the Applicant with the Company along with the interest paid, due or payable thereon.
21. In the event of the failure of the Applicant(s) to take the possession of the Plot within 30 days from the date of offer of possession by the Company and in the manner as specifically described in the Agreement, the Company shall have the option to cancel Applicant's allotment and invoke the remedies as stipulated in the Agreement or the Company may, without prejudice to its rights under the Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the Plot in the manner as stated in the Agreement on the condition that the Applicant(s), on the date of such condonation, shall pay to the Company holding charges @ Rs. 3/ (Rupees Three only) per Sq. Feet of the area of the Plot per month for the entire period of such delay and to with old conveyance or handing over for occupation and use of the Plot till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant(s).
22. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Conveyance/Sale Deed of the Plot in favour of the Applicant(s) which shall be executed and got registered upon receipt of the full Sale Price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Plot allotted to him/her/them.

23. The Applicant(s) shall become a member of any Association/society of the Township that may be formed by the Company on behalf of Plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
24. The Applicant(s) shall be eligible to become member of the club on payment of such charges as may be prescribed. The members will have to enter into a separate agreement with the club.
25. Time is the essence with respect to the Applicant's obligations to pay the Total Price as provided in the Price List along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under the Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).
26. In case of delay of 60 (sixty) days in making payment by the Applicant(s) to the Company as per the Price List, the Company shall have the right to terminate the allotment / Agreement and forfeit the Earnest Money along with Non Refundable Amounts and the money for performance of Agreement. The Company shall also be entitled to charge interest @ 24% p.a. from the due date of installment, as per the Price List, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Agreement. In such a case, the possession of the Plot will be handed over to the Applicant (s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.
27. In respect of all remittances, acquisition/transfer of the Plot it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply 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 provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Application / Agreement. Any refund, transfer of security if provided in terms of the Agreement 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. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant (s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
28. The allotment of the Plot shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Plot more specifically set out in the Agreement.
29. In case of joint applicants all communication shall be sent to the applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant.
30. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the Plot applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
31. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).

32. The Company may, at its sole discretion, decide not to allot any or all Plot/s to anybody or altogether decide to put at abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s) . Further, the provisional and/or final allotment of the Plot is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
33. The provisional allotment of the Plot as well as the allotment thereafter of the Plot shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Plot or the Company is unable to deliver possession of the Plot due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/ or any other public or competent authority or for any other reason beyond the control of the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Plot.
34. The Applicant(s) shall not sell, transfer, assign or part with his right, title, or interest, in the Plot or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company are fully paid and the Deed of Conveyance/Sale is executed in his favour. The Applicant(s) is/are, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Company, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicants shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution. First transfer is free. Only Rs. 10000/- administration charges shall be levied on the Applicant on the first transfer. However, all subsequent transfer shall attract a charge of Rs. 10/- (Rupees Ten Only) per sq.ft.
35. The Applicant(s) agrees that in case the Company is unable to deliver the Plot to the Applicant(s) 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, with holds, denies to grant the necessary approvals for the Plot/Scheme;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 Company, in its sole discretion, may cancel the allotment of the Plot in which case the Company shall only be liable to refund the amounts received from the Applicant (s), without any interest or compensation whatsoever.
36. The Applicant(s) agree that in case the Applicant(s) opts for a loan arrangement with any financial institutions/bank for the purchase of the Plot, the conveyance of the Plot in favor of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
37. The Applicant (s) shall indemnify and keep the Company, its agents, 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(s) as mentioned in the Application and the Allotment Letter.
38. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Plan in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Company without any intimation, written or otherwise to the Applicant (s) and the Applicant (s) shall not raise any objection in this regard.
39. The courts at Patna shall, to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of or concerning this Application, regardless of place of execution or subject matter of this Application.

Applicant's Signature

I/We have fully read and understood the above-mentioned term and conditions and agree to abide by the same. I/We understand that the term and conditions given above are of indicative nature with a view to acquaint me/us with the term and conditions as shall be comprehensively set out in the Agreement, which shall supersede the term and conditions, to the extent of conflict or inconsistency, set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this application and the Agreement and I/we shall be liable for any default committed by me/us in abiding by the term and conditions of set out in this application and/or the Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money along with Non Refundable Amounts, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the term and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Plot applied for and/or allotted to me/us in any manner whatsoever.

Date: _____

Place: _____

Applicant(s) Signature

Co-Applicant(s) Signature



ANNEXURE - II

Payment Plan

Date: _____

Applicant's Signature

Place: _____

