

Rev No:00
Effective Date: 1st July-2017
BB / CUST / F/ 01
(USE CAPITAL LETTERS ONLY)

TRUST

PERSONAL DETAILS (Compulsory)Application No _____
Name _____
Father / Husband's Name _____
Date of Birth _____ Age _____ Occupation _____
Nominee Name _____ Relationship _____ Age _____
Address _____
Pin Code _____ Email ID _____
Telephone: Res _____ Office _____ Mobile _____**PLOT & PAYMENT OPTIONS**Project Name _____ Option- A
100% SPOT PAYMENT
Plot No _____ Option-B
50%ADVANCE 50%
WITHIN A MONTH
Plot Size(in sq yds) _____ Option-C
ADVANCE ALLOTMENT AMOUNT
BALANCE WITHIN 3 MONTHS DOCUMENTATION & REGISTRATION CHARGES EXTRA TRANSFERABLE (WITHIN THE SAME PROJECT) NON - REFUNDABLE

Dear Sir,

Please accept my request for the purchase of a plot in my name being Plot bearing no. _____ admeasuring _____ square yards situated at _____ ("The said Plot"), subject to my/our compliance with and/or acceptance of the terms and conditions hereinafter stated and for Sales Consideration of Rs. _____/- (Rupees _____ Only) ("Sale Consideration") which is to be paid by me/us as more particularly described hereunder.

Further, I/We also request you to grant me/us the permission to enter upon and carry out development activities on the said Plot or such mutually agreed adjoining areas of land till the execution of the sale deed in respect of said Plot in my/our favour subject to my/our compliance with and/or acceptance of the terms and conditions hereinafter stated.

I/We have read and understood all the terms and conditions of purchase and hereby pledge my/our Acceptance towards the same. I/We also hereby agree and accept that I / We have visited the project and I/We am/are personally satisfied. The details mentioned herein are true to the best of my/our knowledge.

Place: _____

Date: _____

Signature of the Customer / Guardian

SPECIAL INSTRUCTIONS (OFFICE USE)

IBA ID No

Name

TERMS & CONDITIONS

1. Payment policy

- In the event of any variation in plot sizes as mutually agreed between the customer and the firm. The purchase consideration shall be adjusted in proportion to the final size.
- The customer shall be pay the amount, as indicated by the Firm, being the (advance) consideration towards allotment of the said Plot (* allotment amount) within 48 hours from the time of execution of this application form, failing which the allotment shall not be made. The customer shall pay the balance amount towards the purchase of plot (* balance consideration) within 30 days from the date of execution of this application form.
- In case of non-payment or failure to pay the entire allotment amount or balance consideration by the customer as per the above payment milestones, the firm reserves the right to cancel his/her plot allotment
- The customer shall make the above payments to the firm or such other authorized nominee of the Firm as specified by the Firm.
- The Sale Consideration is escalation-free, save and except the escalations/increases due:
 - To increase on account of any payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time.
 - To an increase in the area of the said Plot, due to any variation and amendment of the said Plot.
- In the event, the customer delays payment of allotment amount or balance consideration to the firm or its nominee, without prejudice to the right of the Firm to cancel the allotment, the customer shall be liable to pay an interest at the rate of 24% per annum or such other rate as may be prescribed under the applicable laws for the period of the delay.

2. Transfer & renewal policy:

- Pursuant to the Purchase/allotment of a plot, and in the event the customer is desirous of being allotted an alternate plot, such allotment shall be made at the sole discretion of the Firm, subject to (i) availability of such plot (ii) the customer paying in difference amount as per the then prevailing price of such plot within _____ days of receiving an intimation from the Firm for the payment of such an amount and (iii) such other amounts as may be prescribed by the Firm towards administrative and marketing expenses
- The customer shall be required to submit all the original receipts and an affidavit duly notarized in the manner prescribed by the Firm to effect such alternate allotment of plot.

3. Refund policy:

- In the event, the customer cancels allotment of the said Plot, the Firm shall, save as and subject to other clauses in this term sheet, refund (without interest) the amount if any, received from the customer towards allotment of such plot after deducting agent's commission and any other expenses incurred by the Firm in relation to allotment of the said plot or any amounts paid/payable by the firm to third parties on behalf of the customer. The determination of amount pertaining to expenses incurred in relation to such plot shall be at the sole discretion of the Firm, but shall not in any case, exceed 50% of the amount received from the customer. Such refund shall be granted only after the said plot of land is sold to another purchaser and all amounts including consideration amount is received from the new purchaser in respect of the said Plot. The customer shall not be entitled to any interest (normal or delayed payment interest) on such amount to be refunded to, by the firm to customer, as a result of cancellation of allotment. Any profit and all other advantages and benefits arising from the sale of the said Plot by the Firm to a new purchaser shall be to the sole and exclusive credit of the Firm
- The refund of any amounts by the Firm shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority. and the Firm shall not be liable to refund such amounts paid in respect thereof.

4. Payment / collection policy:

- All cheques / Demand drafts in respect of any payment shall be drawn by the customer in favour of _____ Or such other name as specified by the Firm in writing.
- The customer shall deliver the cheques / demand drafts and make any other payments only at the authorized offices of the Firm
- The Firm shall not be responsible for any cash payments made by the customer without obtaining official signed receipts from the Firm. Unless specified otherwise in the sale deed or any document issued by the Firm to customer, any payment received from the customer before, at or after the execution of the sale deed, over and above the amount mentioned in this form/sale deed shall be treated as payment received from the customer towards sale of the Plot and shall not be refunded under any circumstances except in cases where the sale is cancelled.

5. Authorization to Construct:

- The customer shall be entitled to enter upon the said Plot for the purpose of construction/development of the said Plot subject to the payment of the sale consideration by the customer to the Firm in the manner stated herein.
- The customer agrees that the liability of obtaining the necessary permissions for the development of the said Plot will be the sole responsibility of the customer and the Firm shall bear no responsibility for the same.
- The customer agrees and undertakes to abide by all notifications issued by the State Government and/or any other Planning Authority and/or any other authority/authorities from time to time with respect to development of the said Plot and any part thereof.
- It's expressly clarified that, in the event, the customer cancels allotment of the said Plot, the Firm shall not be liable to pay to the customer/his agents any third party, the amounts which the customer may be liable for the development/construction of the said Plot. Besides, the Firm shall not be liable to pay any third party liability of the customer towards development/ construction of anything else.

6. Limitation of scope:

- Notwithstanding anything contained herein, the Firm shall only be responsible to allot to the customer and shall not be required to undertake any other duties and responsibilities. The firm shall not provide any services or advice to the customer in connection with the business, financial and tax aspects pertaining to the purchase, sale or marketability of the said Plot. Further the Firm shall not be required to review and advise on the technical, commercial and other terms of any documents, submitted or provided to the customer by any third parties in connection with the project. The customer shall be bound by the further terms and conditions contained in the agreement of sale, sale deed and any other document executed with the Firm or terms contained herein shall be in addition to the provisions in such document.
- The Firm is responsible for the sale of the said Plot only. The customer will need to enter into a separate contract with the relevant contractor/developer for the construction/ development of the said Plot. The Firm makes no representations and gives no warranties about a contractor/developer's ability to enter into or perform a contract for the construction/ development of the plot of land. The Firm will not be liable for any loss and damage arising out of or relating to the contractor/developer, the building/ development contract and/or construction/development of the said Plot. The Firm accepts no liability or responsibility for any promotional offers and incentives which may be offered by a developer/contractor.

7. Limitation of liability:

- The firm shall not be responsible for any loss/ damage to any customer resulting from act of god, act of nature, government legislation, statutory, government or judicial orders or any other unforeseen circumstances that are beyond the control of the firm.
- In the event of any unavoidable circumstance(s) or on account of such commercial reasons, as determined by the firm at its sole discretion, pursuant to which the layout plan is required to be altered or the plot cannot be allotted to the customer, firm shall use its best efforts to re allot an alternative plot either in the same project or in a different project
- The firm reserves its right to accept or reject a customer's application along with plot allotments without assigning any reason(s) or prior notice.
- Notwithstanding anything stated herein. The firm shall not be liable to the customer for any indirect, incidental, consequential, special, exemplary other damages, including but not limited to loss of profits, loss of data, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, how so ever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same. the customer further acknowledges and agrees that every decision taken by him pursuant to the transactions contemplated hereunder represents an assumption of risk and that the firm does not and shall not underwrite or assume the customer's risk in any manner and shall not under any circumstance and in any guarantee any specific or assumed return on the plot.
- The firm shall not take any responsibility or liability for promises or commitments made by any third party.

8. Breach and Indemnities

- In case of any breach of any of the terms and conditions contained herein and breach of any laws applicable to the sale of the said Plot by the customer, the Firm shall be at the absolute liberty to cancel / terminate this allotment after giving a written notice of 15 days to remediate the breach. In event of such termination, the customer hereby undertake to indemnify and keep us indemnified and / or director / partners / office bearers for any losses, damages, charges and expenses suffered by Firm on this account.

9. Correspondence

- All the notices / communication to be served upon the customer as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Courier / Registered A.D. / Speed Post / Email/hand to the customer at the address contained in these presents. In case of any changes in the customer's address, the same shall be communicated to the Firm at least 15 days in advance. Any delay or default in this behalf at the customer's end will not concede any extension of time or excuse for the customer's non payments or non-receipt of any letters/correspondences addressed to the customer.
- If there is more than one allottee named in this Enrollment form, all obligations hereunder of such customers shall be joint and several. All communications shall be sent by us to the customer whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the customers.

10. Acceptance and Authority

- The customer has clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
- The contents of these presents shall super cede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.

11. Change in Policy, Act or Laws

- Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

12. Dispute resolution and governing Laws

- This agreement shall be governed by and constituted in accordance with the laws of India and the parties submit the exclusive jurisdiction of the courts of Hyderabad. Any difference or Disputes between the customer and firm that are not resolved by mutual negotiation within a period of one (1) month, after they have arisen, shall be referred to arbitration by a sole arbitrator to be mutually appointed by the parties. The arbitration shall be governed by the Arbitration and Conciliation Act 1996. the venue of the arbitration shall be Hyderabad, India and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the parties.
- The parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

13. There is no provision for buyback of the sold plots. Company has no resource to facilitate resale of plots to a third party

"The specifications, images and other details herein are only indicative and subject to approval of the concerned authorities. The [name of land owning entity ("Owner")] reserves the right to change any or all of these in the interest and furtherance of the sale of the land, without prior notice or obligation. Artist's impressions are used to illustrate specifications, images and other details and these may be applicable to select plots only.

This printed material does not constitute an offer and/or contract of any type between the Owner and the recipient. No allotment shall be deemed to have been made on the basis of this printed material. Any Purchaser of a plot of land in this Project shall be governed by the terms and conditions of the agreement for sale entered into between the parties, and no details mentioned in this printed material shall in any way govern such transactions unless as may be otherwise expressly provided in the agreement for sale by the Owner. The Owner does not warrant or assume any liability or responsibility for the accuracy or completeness of any information contained herein.

The Owner is responsible for the sale of the land only. The Purchasers will need to enter into a separate contract with the relevant builder for the construction/ development of the plot of land. The Owner makes no representations and gives no warranties about a builder's ability to enter into or perform a contract for the construction/ development of the plot of land. The owner will not be liable for any loss or damage arising out of or relating to the contractor/developer, the building or development contract and or construction/development of the plot of land. The owner accepts no liability or responsibility for any promotional offers or incentives which may be offered by a contractor or a developer.