### APPLICATION FORM For Official Use: Application No. Marketing Representative(if any):..... Customer Type: (Kindly (X) the relevant box) Pvt. Ltd. Company Proprietorship Individual Ltd. Company HUF NGO/Charitable Trust Others If Others, Specify ..... For Office Use Only Application Status: Accepted/Rejected Customer ID: **Booking Date:** Boolding Mode: Property No.: Entry Type: M/s. KESHAV MADHAV INFRADEVELOPERS PVT. LTD.,

G-1, Ground Floor, South Extension Part II, New Delhi-110049.

Dear Sir,

I/we, having examined the tentative plan of the multi storied Residential Project named as "Platina Heights, Firozabad", to be developed and constructed under lawful arrangements by M/s Keshav Madhav Infradevelpers Pvt. Ltd. (herein referred to as "Company") on land situated at Agra Road, NH-2, District Firozabad, Uttar Pradesh, hereby apply for aliotment of Residential Flat in the aforesaid multi storied Residential Project.

I/we agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Flat and I/we shall pay basic sale price, preferential location charges, additional cost/ charge and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Residential Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, taking which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company, My/Our particulars are given in the next pages:

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# Applicant's Particulars for Reference and Record \*To be filled in BLOCK LETTERS by the applicant using a BLACK pen.

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## DECLARATION

(\*To be filled by the Dealer in case of Dealer Booking)

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Remarks (if any): Booking Concession (if any):		
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#### **Terms & Conditions**

- I/we have applied for allotment of Residential Flat to be developed and constructed in the Multi Storied Residential Project named as "Platina Heights, Firozabad" ("said Project") under lawful arrangement by M/s Keshav Madhav Infradevelopers Pvt. Ltd. (hereinafter referred to as the "Company") situated Agra Road, NH-2, Firozabad, Uttar Pradesh.
- Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
- 3. Before applying for allotment of Flat, I/we have verified the terms/conditions and prices of the said Flat with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of said Flat and nature of rights, title, interest of the Company in the said Project, which is to be developed by the Company as per prevailing byelaws/guidelines of Firozabad Shikohabad Development Authority, Firozabad, and/or any other authority and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Firozabad Shikohabad Development Authority, Firozabad, and/or other Authorities in this regard to the Company.
- The allotment of the Residential Flat is entirely at the discretion of the Company. The allotment of the said Residential Flat shall be provisional and shall
  be confirmed on the issuance of Letter of Allotment or on signing of Buyer's Agreement on the Company's standard format which has been read and
  understood by me/us.
- 5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Flat (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Flat.
- 6. I/we hereby agree and understand that the Residential Flat area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Flat, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Flat, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Flat and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Flat, the amount received in excess over and above the total cost of the said Flat based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.
- 7. I/we have examined the tentative plans, designs and specifications of the Residential Flat and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Residential Flat.
- 8. I/we have specifically agreed that if due to any change in the layout, the said Residential Flat ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Residential Flat becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- 9. I/we hereby agree that in order to ensure/ guarantee the fulfillment of all obligations including payment of total sale consideration of the said Residential Flat in timely manner as per Payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Agreement by me/us, the Company shall treat 15 % of sale consideration amount as earnest money out of the amount(s) paid/ payable by me/us for the said Residential Flat allotted to me/us.
- 10. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Residential Flat is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated period then the Company shall have rights mentioned herein below:
  - (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Residential Flat,
  - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments.
  - (c) to re-allocate the provisional allotment of the said Residential Flat which includes change in area and location of the said Residential Flat.
  - (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Residential Flat is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
  - (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in discussion, size etc. of the said Residential Flat, then the price towards increase/decrease of re-allotted Residential Villa shall be dealt (paid/adjusted) in a manner.

- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates.
- 11. I/we further agree that in case of Additional Discount payment plan, if I/we fall to pay the installments in the promised time frame, then the Additional Discount Payment Plan shall be automatically considered as time linked installment payment plan, whichever available. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the Additional Discount payment plan of the said Residential Flat. The payment Plans are annexed herewith as Annexure-A.
- I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- 13. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favor of "Keshav Madhav Infradevelopers Pvt. Ltd., Firozabad" payable at par. I/we further agree that in case I/we make any payment towards the said Flat from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Flat against the payment made from third party account and I/we further agree that the Company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by me/us from third party account.
- 14. Assignment of allotment of the Residential Flat by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Residential Flat shall be reckoned with effect from the date of assignment of allotment right in the said Residential Flat in favour of my/our Assignee(s).
- 15. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Residential Flat. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Residential Flat in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated @18% per month (or, as applicable).
- 16. I/we hereby agree to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the Residential Flat is physically occupied by me/us or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Buyer(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Residential Flat and further the I/we hereby agree and authorize the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Residential Flat regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges along-with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, wa
- 17. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
- 18. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
- 19. The Company shall have the first lien and charge on the said Residential Flat for all its dues and other sums payable by the applicant to the Company.

  Loans from financial institutions to finance the said Flat may be availed by me/us. However, availability of Loan/ approval of the Project by the

  Financial lest testion is not the pre-requisite (condition precedent of the allotment of the said Flat and I (we hereby agree to pay the sale consideration of the aforesaid Flat according to opted Payment Plan irrespective of availability of finance from any Financial Institution. Further if any particular

- In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
- 21. I/we agree that the Company shall endeavor to complete the development/construction of the Residential Flat within 36 months from the date of signing of the Builder Buyer's Agreement or within an extended period of 6 months, however construction within aforesaid 42 months is subject to force majeure circumstance and reasons beyond the control of the Company to be detailed in the Builder Buyer's Agreement with a reasonable extension of time for giving possession of the Residential Flat subject to making of timely payment of installments to the Company by me/us. I/we further agree that if the Company falls to complete the development/construction of the Residential Flat within a period of 42 months from the date of further agree that if the Company falls to complete the development/construction of the Residential Flat within a period of 42 months from the date of signing of the Builder Buyer's Agreement, subject to force majeure circumstance and reasons beyond the control of the Company, toe Company shall pay compensation of Rs. 5/- (Rupees Five only) per sq. ft. per month of the built-up area of the said Residential Flat by the Company, I/we shall pay Holding Charges at the rate of Rs. 5/-(Rupees Five only) per sq. ft. per month of the built-up area of the said Residential Flat to the Company.
- I/we shall before taking possession of the Residential Flat, must clear all the dues towards the Residential Flat and have the Conveyance Deed for the said Residential Flat executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 23. I/we shall use/ cause to be used the said Residential Flat for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Flat and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
- 24. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Residential Flat to me/us.
- Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
- 26. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
- 27. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Buyer(s) agreement in this regard
- 28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
- 29. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 30. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. Subject to Arbitration as referred above, the Courts at Firozabad / Delhi shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lieu under this Application or against any Commercial Space/Shop in relation to the said Commercial Space/Shop. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/Resolution etc.

AND SHOULD USE WITH THE	1. D. S. W. S.	Signature of Applicant(s)

Name of Applicant (s)

#### PAYMENT PLAN FOR RESIDENTIAL FLAT

PLAN A: CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN					
At the time of Booking	Rs				
On 30th day of Booking	15 % of BSP Less Booking Amount				
On Start of Construction	10 % of BSP + 50 % of PLC (If any)				
On Casting of Ground Floor Roof	10 % of BSP + 50 % of Additional Cost				
On Completion of Brickwork	10 % of BSP + 50 % of PLC (If any)				
On Start of Internal Plaster	10 % of BSP + 50 % of Additional Cost				
On Start of Internal Electrification	15 % of BSP				
On Start of Internal Plumbing	10 % of BSP				
On Start of Flooring	15 % of BSP				
On Offer of Possession	5 % of BSP + EDC & IDC + IFMS + Other Cost (If any)				

PLAN B: ADDITIONAL DISCOUNT PAYMENT PLAN				
At the time of Booking	Rs			
On 60th day of Booking	95 % of BSP Less Booking Amount +50 % of Additional Cost + 50 % of PLC (If any)			
On Offer of Possession	5 % of BSP + 50 % of Additional Cost + 50 % of PLC (If any) + EDC & IDC + IFMS + Other Cost (If any)			

- NOTE: 1. The afore-stated Additional Discount Payment Plan on the Basic Sale Price has been offered to me/ us in lieu of my/ our consensus to make timely payment of installments and other allied cost. In case of my/ our failure to make timely payment of installments, I/we hereby authorize the Company to withdraw such rebate/ discount/ concession etc. and treat my booking under Time Linked Payment Plan and demand the payment of such discount amount as a part of sale consideration amount, which I/we hereby agree to pay immediately.
  - 2. Applicable Service Tax is payable along with each installment.