



# APPLICATION FORM FOR ALLOTMENT OF A PLOT(S)/VILLA

## APPLICATION FORM FOR ALLOTMENT OF A PLOT/VILLA

Application No. \_\_\_\_\_ Date \_\_\_\_\_

### PARKVIEW CITY LIMITED

Head Off. : Plot No. 31, Institutional Area  
Sector-44, Gurgaon, Haryana-122002 (India)  
Tel. : 0124-4643100, 4296900

Agra Office: Plot No -5&7,14 Emporium Block, MG Road,  
Sanjay Palace, Agra -282002, UP  
Tel : 0562-4008976, Telefax: 0562-2523738

Dear Sirs,

I/We request that I/We may be provisionally allotted a Plot/Villa measuring \_\_\_\_\_ sq. Yards at Jaipuria's Sunrise Green, Agra ,UP developed by "Parkview City Ltd" duly approved by the **Government of Uttar Pradesh** and other detailed terms and conditions shall be finalized by company.

I/We would like to opt for Down payment ☐ Installments Payment ☐ Plan (tick one)

I/We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

vide Cheque / Demand draft / Banker's Cheque / Pay Order No(s). \_\_\_\_\_

Dated drawn on \_\_\_\_\_

in favour of "Parkview City Limited" as the Booking amount.

I/We have clearly understood that this application does not constitute any offer of allotment or any Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Plot/Villa notwithstanding the fact that **company** may have issued a receipt (s) in acknowledgement of the money tendered by me/us to company along with the present application form.

I/We agree that the allotment shall become final and binding upon company only after the acceptance by company and after allotment of Plot/Villa by sending a formal allotment letter subject to the terms and conditions stipulated therein.

I/We agree to execute all the documents on the company standard format as be necessary for the allotment of Plot/Villa and shall strictly adhere to all the terms and conditions stipulated by company from time to time.

I/we agree that the allotment of Plot/Villa is at the sole discretion of company and in case that the Plot/Villa is not allotted to me/us for any reason whatsoever, I/We shall not raise any objection or claim damages nor challenge the same in a court of law and the amount deposited herein shall be refunded to us without any interest within 30 days from the date of notice regarding rejection of allotment of a Plot/Villa.

Signature of Sole/First Applicant

Signature of Second Applicant

**PERSONAL DETAILS FORM**

**SOLE OR FIRST APPLICANT**

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

Son/Wife/Daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Country \_\_\_\_\_ Nationality \_\_\_\_\_

Residential status- resident/Non-Resident/Foreign National of Indian origin

Income Tax Permanent Account No. \_\_\_\_\_

Ward No. \_\_\_\_\_

In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) In case

of a HUF / Partnership /Company/ Corporation / Society / Trust or other Legal entity-Registration No. if  
any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum &

Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee  
and the Bye Laws)

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

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

Email \_\_\_\_\_

**SECOND APPLICANT**

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

Son/Wife/Daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

Country \_\_\_\_\_ Nationality \_\_\_\_\_

Residential status- resident/Non-Resident/Foreign National of Indian origin

Income Tax Permanent Account No. \_\_\_\_\_

Ward No. \_\_\_\_\_

In case of Non-resident, Passport No. \_\_\_\_\_ (copy enclosed) In case of a HUF / Partnership /Company/ Corporation / Society / Trust or other Legal entity-Registration No. if any \_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)

Mailing Address \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_

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

Email \_\_\_\_\_

Signature of Sole/First Applicant

Signature of Second Applicant

## DETAILS OF ALLOTMENT OF PLOT/VILLA

Block \_\_\_\_\_ Area of a Plot/Villa \_\_\_\_\_ in Square Yard \_\_\_\_\_ in Square Mtr.

Plot/Villa No. \_\_\_\_\_

### SALE PRICE

- Basic Price : @ Rs. \_\_\_\_\_ per Square Yards
- Preferential Location Charge (PLC) as applicable : @ Rs. \_\_\_\_\_ per Square Yards
- PLC charges shall depend upon the singular or multiple choices above duly exercised by the Applicant which shall run a first come first served basis.

#### Note :

1. The price does not include Interest Free Maintenance Security (IFMS) which shall be deposited by the applicant(s) with the company.
2. The price does not include stamp duty, registration & incidental charges as well as expense for execution of Allotment Letter Sale Deed etc which shall be borne & paid by the applicant(s) to the company.
3. The price does not include any Taxes, levies & duties etc.
4. The price does not include external development (EDC) which shall be paid by the applicant as & when demanded by the company.
5. The price does not include any other charges of dues that may be payable as per the Allotment Letter.

### PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

1. Payment to be made by Demand Draft(s)/Pay Order(s)/banker's Cheque(s) only drawn in favour of "Parkview City Limited" payable at Noida/New Delhi/Agra.
2. Allotment to Non Resident and National of Indian Origin shall be subject to Laws of republic of India.
3. For Non-Residents/foreign nationals of Indian origin all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999(FEMA) or any other statutory enactments shall be their own sole responsibility.

### DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Plot/Villa to company is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully

Date \_\_\_\_\_

Place \_\_\_\_\_

**FOR OFFICE USE ONLY**

- (a) Block \_\_\_\_\_
- (b) Plot/Villa No. \_\_\_\_\_
- (c) Area of Plot \_\_\_\_\_ Square Yards \_\_\_\_\_ Square Meters.
- (d) Basic Price @ Rs. \_\_\_\_\_ Square Yards \_\_\_\_\_ Square Meters.
- Preferential Location Charge (PLC) @ Rs. \_\_\_\_\_
- Total Price Payable Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only).
- (i) Payment Plan \_\_\_\_\_
- (ii) Booking amount received vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only).
- (iii) Mode of booking \_\_\_\_\_

Application : Accepted/Rejected

## **BROAD TERMS AND CONDITIONS FOR ALLOTMENT OF A UNIT**

The terms and conditions given below are only indicative to enable the Applicant acquaint himself with the terms and conditions as will be comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out herein below.

1. The applicant ("Applicant") has made this application for provisional allotment of a Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.
2. The Applicant acknowledges that he has seen the relevant documents/papers that has been issued by the Competent authority for the development of the Project and is fully satisfied about the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant represents that there will not be any further investigations or objections by him/her in this respect.
3. The Applicant shall pay the price of the Unit and other charges calculated on the basis of BASIC PRICE, Preferential Location charges (PLC), External Development Charges (EDC) and Maintenance Charges (MC)), as per project proportionate share of the other common facilities, as specifically provided in the Buyers' Agreement, which may be located anywhere in the said complex at the sole discretion of the Company and any other charges or levies as applicable as per the Competent Authority. It is further understood by the Applicant that the calculation of all the charges applicable shall be more clearly defined in the Allotment Letter and upon execution of the Allotment Letter, the method of payment stated therein shall become binding upon the parties to the Allotment Letter.
4. The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cess charges, wealth tax, taxes of all and any kind by whatever name called including Service Tax and VAT etc, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.
5. In addition to the basic price, the applicant shall pay on external development charges (EDC), pro-rated per Unit as applicable to this Project. In case of any upward revision thereof by the Government agencies/authorities in future, the same shall also be recovered from the Applicant on pro-rata basis. The proportionate amount of EDC and all statutory and non-statutory charges levied by the Competent Authority and/or any other governmental authority, shall be payable by the Applicant over and above the sale price payable by the Applicant for the Unit.
6. Out of the amount(s) paid/payable by the Applicant towards the sale price, the Company shall treat 15% (Fifteen percent) of the basic sale price as earnest money ("Earnest Money") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Allotment Letter. The Applicant hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable, in the case of non –fulfillment of the terms and conditions herein contained and those of Allotment Letter as also in the event of failure by the Applicant to sign and return to the Company, the Allotment Letter within thirty (30) days the date of its dispatch by the Company.
7. The Applicant has seen and accepted the proposed Building/township plans, designs, proposed specifications, location of the units and other terms and conditions, all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority. The Applicant has, in token of his acceptance of plans of the Project signed this application and the Applicant shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after the lay out plans and the Building/township plans of the Project have already been sanctioned, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the Building/township plans of the Project.
8. The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Unit, change in the no. of the Unit/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. yards and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant 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.
9. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes the subject matter of any suit/writ before a competent court and the Company, after the provisional/final allotment, is unable to deliver the Unit, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever.

10. The Company shall make all efforts to handover possession of the Unit as early as possible subject to certain limitations as provided in the Allotment Letter and the timely compliance of the provisions of the Allotment Letter by the Applicant(s).
11. The maintenance, upkeep, repairs, security, landscaping and other common services etc. of the project shall be managed by the company or such other agency/body/company ("Maintenance Agency") as may be appointed by the said company. The applicant of the unit shall pay as and when demanded the maintenance charges and Interest Free Maintenance Security ("IFMS") on such rates as may be decided by the company or its nominated agency in its sole discretion.
12. (a) Further, the Applicant, upon completion of the said unit, undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Unit or not.  
(b) The Company reserves the right to transfer the amount of IFMS to such association/society/Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Unit/ common areas to such association/ society/Maintenance Agency, as the case may be.  
(c) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the Unit in respect of any such non-payment of shortfall/increase, as the case may be.
13. The Applicant 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 Unit in favour of the Applicant, which shall be executed and got registered after completion of the construction of the units within the stipulated period and upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Unit . In case the Applicant fails to take possession within the stipulated period as above or pay the penalty as imposed by the Company for delay in taking possession or the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc.so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Applicant towards the said penalty, charges and expense and the Applicant shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to Payment Plan at the rate and in the manner mentioned in Clause hereof. The Applicant undertakes to complete the documentation for the purpose of execution of the sale deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the plot from the competent authority failing which the Applicant authorises the Company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/re-allotment to any other party.
14. Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Allotment Letter 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 under the Allotment Letter within the stipulated period failing which he/she shall forfeit, to the Company, the entire amount of Earnest Money, interest payable and paid, brokerage, if any, paid, interest on delayed payment etc. and the allotment shall stand cancelled and the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Unit The Company shall thereafter be free to resell and/or deal with the in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, processing fee, interest on delayed payment etc. would be refunded to the Applicant by the Company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. However, in exceptional circumstances, the company may in its absolute discretion to condone the breaches including delay in making payment by charging as interest @ 18% compounded quarterly on the delayed payments / outstanding and restoration charges at such rates as may be decided by the company its sole discretion.
15. The Applicant shall pay, from time to time and at all times, the amounts which the Applicant is liable to pay, as agreed and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
16. The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws.
17. The Applicant shall use and occupy the Unit for residential in such manner and mode as may be provided in the Allotment Letter.
18. The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of the 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 Unit or the Company is unable to deliver possession of the Unit 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 Unit. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with out any interest.

19. The Company, at its sole discretion, may decide not to allot any or all Unit(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant 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. Further, the provisional and/or final allotment of the Unit 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 for the same.
20. Assignment of allotment of the unit by the applicant shall be permissible at the sole discretion of the company on such payment and charges as may be fixed by the company from time to time. Provided, however that the assignor and the assignee (new allottee) agree to comply with all the formalities in this regards and the assignee agree to abide by all the terms and conditions of the allotment.
21. The Applicant understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Allotment Letter and only upon the registration of the conveyance/sale deed in his favour.
22. Upon execution of the Allotment Letter, the terms and conditions, as set out in the Buyers' Agreement, shall supersede the terms and conditions as set out herein.
23. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
24. The Company reserves the right to transfer ownership of the Project "Jaipuria 's Sunrise Green, Agra" in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
25. The Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for provisional allotment.
26. Utter Pradesh Courts alone shall have Jurisdiction in case of any dispute.

### **DECLARATION**

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Allotment Letter, which shall supersede the terms and conditions 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 Allotment Letter and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Allotment Letter. 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, 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 terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Unit applied for and/or provisionally/finally allotted to me/us in any manner whatsoever.

Date:

Place:

Signature of the Applicant(s)