

SANGWAN CITY
ALIGARH

SANGWAN LANDCO PVT. LTD.

(An ISO 9001 : 2000 Company)

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APPLICATION FOR BOOKING/ALLOTMENT OF RESIDENTIAL PLOT IN THE PROJECT
"SANGWAN CITY", ALIGARH

Dear Sir,

I/We request that I/we may be provisionally allotted a residential plot in your Sangwan City, Aligarh project under your down payment/installments payment plan.

I/we remit herewith a sum of Rs. /- (Rupees
only by Bank Draft/Cheque No. dated drawn on
..... Bank, Payable at New Delhi/Delhi/Noida as booking amount.

I/We agree to pay further installments of sale price and all other dues stipulated in the application and the Allotment Letter and the payment plan as explained to me/us by the Company and understood by me/us.

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 allotment of a residential plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. I/We undertake to execute the Allotment Letter for Sangwan City, on the company's standard format, agreeing to abide & agree by the terms and conditions of the same.

I/We agree to abide by the terms and conditions of this application and of Allotment Letter.

My/Our Particulars are Given Below for Your Reference and Record

1. **SOLE OR FIRST APPLICANT MR. / MRS. / MS.**
S/W/D/OF
R/O
NATIONALITY AGE Years,
OCCUPATION
Residential status: Resident/Non-Resident/Foreign National of Origin

Please affix
your photograph
here

Income Tax Permanent Account No.
Ward/Circle/range and place where assessed to income tax
Mailing Address
Tel No. Fax No.
Office Name & address
Tel No. Fax No.

SECOND APPLICANT MR. / MRS. / MS.
S/W/D/OF
R/O
NATIONALITY AGE Years,
OCCUPATION
Residential status: Resident/Non-Resident/Foreign National of Origin

Please affix
your photograph
here

Income Tax Permanent Account No.
Ward/Circle/range and place where assessed to income tax
Mailing Address
Tel No. Fax No.
Office Name & address
Tel No. Fax No.

2. DETAILS OF PLOT

Plot No. Saleable Area Sq. Mtr.(approx) Sq. Yd. (Approx)
 Rate Rs. per sq. Mtr. Rate Rs. per sq. yd. Total Basic Sale Price
 Preferential Location Charges Rate Rs. per sq. mtr. Rate Rs./- per sq. yds. Total Basic Sale Price
 inclusive of Preferential Location Charges Rs./- (Rs. Only)
 Exclusive of other payable charges as per terms of allotment.

3. PAYMENT PLAN : DOWN PAYMENT / INSTALMENT

PLAN "A"

PLAN "B"

NOTE: Payment to be made by A/C Payee Cheque (s) Demand Draft (s) in favour of "Sangwan Landco Pvt. Ltd." Payable at New Delhi/Delhi/Noida.

4. DECLARATION :

I/We the applicant(s) do hereby declare that my/our application for allotment by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I have read, understood, agreed to and signed the enclosed terms & conditions herein and undertake to abide by the terms & conditions of Allotment Letter to be executed.

Yours faithfully,

Date

Place

Signature of applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER Name Designation Signature

1. APPLICATION ACCEPTED / REJECTED

2. Plot No. Saleable Area Sq. Mtr. (Approx) Sq. Yd. (Approx)

3. Total Basic Price preferred was

Rate Rs. per sq. mtr. Rate Rs. per sq. yd. Total Basic Sale Price
 Preferential Location Charges (applicable of the saleable area for plots located either Corner, Park facing, Sector Road, Park facing + Corner, Park facing + Sector Road, Sector Road + Corner, Park Facing + Sector Road + Corner) Rate Rs.
 per sq. mtr. Rate Rs. per sq. yds. Total Basic Sale Price inclusive of Preferential Location Charges Rs./- (Rs. only).

Total Sale Price inclusive of Preferential Location Charges amount payable for the Plot Rs.
 (Exclusive of other payable charges as per terms & conditions of allotment).

4. PAYMENT PLAN : Down/Instalment

PLAN "A"

PLAN "B"

5. Payment received vide Cheque/DD/Pay Order No. dated for Rs.
 Drawn on out of NRE/NRO/FC/SB/CUR/CA
 Acct.

6. Provisional booking receipt No. dated

7. BOOKING : DIRECT/BROKER

8. Broker's Name & Address, Stamp with signature :

9. Cleared in "Stock List" onby

10. Remarks

Date :

Place :

Authorised Signatory

**PRINCIPAL TERMS AND CONDITIONS FORMING A PART OF THE APPLICATION FOR PROVISIONAL
ALLOTMENT OF RESIDENTIAL PLOT (S) IN "SANGWAN CITY" PROJECT AT ALIGARH**

The Principal Terms and conditions are set out hereinbelow which shall form part of the comprehensive Allotment Letter to be executed and agreed to be binding on the allottee(s).

1. The developer has obtained sections from A. D. A. for the development of a residential colony known as 'Sangwan City' on freehold land situated in Village Asadpur Kayam, Aligarh (U. P.).
2. That the Company shall have the exclusive right to accept/reject this application at its discretion.
3. The intending allottee(s) has applied for provisional allotment of a residential Plot No. in the project 'Sangwan City' (hereinafter referred to as the said Plot) admeasuring sq.mtr. (..... sq. yds.) with full knowledge of all the laws/notification and rules applicable to this area in general and this plotted project in particular which have been explained by the Company and understood by him/her.
4. The layout plans have been seen by the applicants/allottee(s) and he/she agrees that the company may affect such variations/alterations/modifications etc., therein as it deems fit or appropriate and/or as may be done by the sanctioning authority and the applicant(s) hereby gives his/her consent to such variations/additions/alterations/deletions/modifications etc.
5. That the applicant(s)/ allottee(s) agrees that he/she shall pay the basic sale price of the plot and all other payable charges as per the opted payment plan or as and when demanded by the Company as the case may be. He/She also agrees to make all payments through demand drafts/cheques payable at New Delhi/Delhi/Noida only.
6. The allottee shall be entitled to get the name of his nominee(s) substituted in his/her place or to pass on transfer the allotment in some other name on payment of Processing Fees as per the rates of the Developer/Authority. However, no Administrative/Transfer charges will be payable in case of succession.
7. The Company and the applicant hereby agree that the amount paid with the application and in installments, as the case may be, to the extent of 10% of the basic sale price of the plot, will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited in case of the non-fulfilment of these terms & conditions and those of allotment letter/agreement.
8. The timely payment of installments is the essence of the terms and conditions of booking. However, the Company at its sole discretion may condone the delay in payment by charging interest at a rate of 18% per annum compounded quarterly for the delayed period(s). In the event of irregular/delayed payments/non fulfillment of terms of payments, the booking may be cancelled at the discretion of the Company. The 10% of the basic sale price of the plot constituting Earnest Money shall stand forfeited in case of cancellation of the booking. Balance payment, if any, shall be refunded without any interest after return of original receipts and other documents by the prospective allottee(s) concerning the booked unit(s), to the Company.
9. It shall be the duty of the allottee(s) to make regular installment payments in accordance with the payment plan opted, on his own, without any dependence/reference to any demand notices being issued by the Company, except in case of Construction/Development Linked Payment Plan. Delayed payment shall be liable for interest @18% p. a. on quarterly compounded bases.
10. The allottee shall pay for water and electricity charges for construction of the house, plans of which will be got approved by allottee from ADA at his/her cost.
11. The booking is subject to rules & regulations as applicable in the area/scheme by different Government, Local and Statutory Authorities.
12. The electricity supply shall be obtained from appropriate authority/body and the cost of the installation of Sub-Station/Power House/Transformers shall be charged extra on pro-rata basis from the allottee(s) in this Project, the quantum of which shall be decided by the Company at its sole discretion and notified to the concerned allottee(s).
13. The applicant(s)/allottee(s) agree to pay on demand all taxes, levies of assessments whether levied now or livable in future on land, as the case may be, from the date of allotment.
14. The Company shall endeavor to give possession of the plot to the applicant(s) allottee(s) in a period of 36 month approximately subject to forcemajeure circumstances, and reasons beyond the control of the Company on receipt of all payments and other charges as per instalment plan opted by the allottee(s) at the date of booking / allotment. All charges payable up to the date of possession according to the payment plan applicable should be cleared by him/her. The applicant/allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons mentioned hereabove. The Company on completion of the Development/Construction shall issue final call notice to the applicant(s)/allottee(s), who shall within 30 days thereof, remit all dues and take possession of plot after registration of sale deed. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be liable to pay all maintenance charges to the Company or the nominee and any other levies on account of the plot. The maintenance charges shall be reckoned from the date of offer of possession. In case of delay of more than 30 days from the date of offer of possession in taking the possession by the allottee(s), the Company or its nominee shall charge holding charges, which may be applicable at the Company's discretion, if the allottee(s) fails to take possession in a reasonable time.
15. The Company reserves the right to change the location/number/area of the plot.
16. The applicant(s)/allottee(s) shall pay necessary charges including Interest-free Security deposit for construction and up-keeping the project and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company or its nominee. This arrangement will continue until the services are handed over to the local bodies or an Association. The applicant(s)/allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other applicant(s) / allottee(s). The applicant shall enter into a separate detailed Maintenance Agreement with the Company or the nominated agency, as the case may be, at the time of offer of possession.

17. A sale deed shall be executed and registered in favour of the allottee(s) within a reasonable time after Company had received the total sale consideration, connected dues/charges, stamp duty, registration fee, documentation charges and other incidental expenses etc. from the allottee. The conveyance of the land shall be made directly in favour of the concerned allottee(s) by the land owners and the Company being the confirming party.
18. The applicant(s)/allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered letter about all subsequent changes, if any, in his/her address.
19. The Company shall have the first lien and charge on the said plot for all its dues and other sums payable by the applicant(s)/ allottee(s) to the Company.
20. The applicant(s)/allottee(s) undertakes to abide by all the laws, rules and regulations as may be made applicable to the said Plot either by the Company or any other Government Authority.
21. In case there are joint applicants, all communication shall be sent by the Company to the applicant(s)/ Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on the applicants and no separate communication shall be sent to the other named applicant(s)/allottee(s).
22. The applicant(s)/ Allottee(s) agrees to the basic sale price and other charges of Plot as per the payment plan opted by him/her.
23. The applicants(s)/ Allottee(s) shall use the Plot for the purposes for which the allotment has been made.
24. The Buyer shall be bound to start construction of the house with due sanction of the Competent Authority within a period of 3 years from the date of offer of possession by the Company failing which, the buyer shall be liable to pay a penalty of 5% of the total cost of Plot/Unit each year.
25. The Buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in the FEMA 1999, or other applicable laws including that of remittances of payments for acquisition of property and for submission of any documents/declarations etc. as may be prescribed.
26. Basic Selling Price does not include EDC (External Development Charges). The Allottee(s) has to pay EDC as and when demand is raised by the Company.
27. The Company and the Allottee hereby agrees that the earnest money, for the purpose of application against the plot/plots booked at 'Sangwan City', shall be 10% of the Basic Selling Price. The Intending Allottee hereby authorizes the company to forfeit this earnest money, in case of non-payment of dues. In case of any balance amount payable to the Allottee/Buyer, the Company after forfeiture of the earnest money shall refund by 6 equal interest free monthly installments..
28. In the unfortunate event of or shelving of the project by the Company, the Allottee(s) shall be refunded the actual deposited amount(s) without any interest.
29. The Allottee shall not be entitled to seek refund of the amount deposited against the unit once demand of installments against the unit has gone beyond 80% or more. At this stage the request for refund of cancellation of unit for the Allottee shall be considered by the Company at its sole discretion. However the Allottee/buyer shall be free to effect transfer/endorsement of the unit in favour of any other person by requesting for the same to the Company and subject to payment of all dues, charges and demands as may be applicable at the time of request.
30. The Allottee(s) authorises the Company to effect suitable and necessary changes in the layout plan and size/location of the allotted plot(s), as may be deemed fit by the Company owing to realignment of plans at its own or necessitated by any directions from statutory authorities in this regard. However, in case of any major change in size of the plot(s) resulting in more than 10% increase in area of the allotted plot(s), the Company shall intimate to the intending Allottee in writing, the change thereof and the Allottee has to give confirmation or objection to the charges within thirty days from notice failing which the intending Allottee shall be deemed to have given his consent to effected changes in area/location of the Plot(s). The price for the increased area shall be the rate applicable on date of intimation of the increased area and the same shall be binding and payable by the Allottee. In case Allottee's object to the same, the Company would try and accommodate the buyer on alternate location.
31. All disputes, differences or any matter touching or arising out of this transaction shall be referred to a sole Arbitrator to be appointed by the Chairman of the Company, who shall have the sole right to appoint the Arbitrator. The Allottee has agreed that he shall have no objection towards the appointment of such Arbitrator in the manner provided hereinbefore.

I/we hereby agree to accept all the aforesaid terms and conditions of booking and the terms and conditions of allotment/agreement which I/we agree to sign if need be as and when desired by the Company.

Signature of the Applicant(s)/Allottee(s)