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**Omega Infrabuild Pvt. Ltd.**

Raibareilly Road, Mohanlal Ganj, Opp. DLF  
Garden City, Lucknow - 227305 (U.P.)

Dear Sir,

I / We the undersigned request that a Plot/Villa may be allotted to me/us as per the Company's terms and conditions which I / we have read and understood and shall abide by the same as stipulated by your Company.

I/We further agree to sign and execute registered agreement, as and when desired by the Company on the Company's RERA standard format.

I/We have, in the meantime, signed the salient terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs. .... (Rupees ..... ) by Bank draft/cheque  
No ..... Dated ..... Drawn on ..... Bank payable at New Delhi as part of  
earnest money.

(All drafts and cheques to be made in favour of **Omega Infrabuild Pvt. Ltd.** payable at New Delhi/Lucknow only).

I/We agree to pay further installments of sale price as stipulated/called for by the company and the other charges as and when called for.

My/Our particulars as mentioned below may be recorded for reference and communication.

1. Applicant (Sole/First) .....  
S/W/D of ..... Nationality .....  
Address (for communication) .....  
..... Pin Code ..... Telephone No. .... Fax No. ....

**Personal Details:**

Date of Birth ..... Qualification .....

**Professional Details:**

Occupation/Business ..... Name of the Employer/Business .....  
Address of the Employer/Business .....  
Contact No ..... Annual Income .....

**Funding Details:**

The Purchase consideration shall be paid out of:

Own Sources/Saving/Investments ☐ Financing from banks/Financial Institution ☐

Quantum of Loan to be raised: Rs .....

2. Second Applicant Name .....  
S/W/D of ..... Nationality .....  
Local Address (if any) .....  
..... Pin Code ..... Telephone No. .... Fax No. ....  
Email ..... Mobile No. ....

3. Residential Status Resident Indian ☐ Non Resident Indian ☐
4. Payment Plan: Down Payment ☐ Flexi ☐ Installment ☐
5. **Details of unit to be purchased:**
- a) Type of property : .....
- b) Sector : .....
- d) Pocket No. : .....
- e) Unit. No. : .....
- f) Plot/Villa : .....
- g) Required Area : ..... Sq. mt./ Sq. ft.
- h) Basic Rate per Sq. mt. / sq. ft. : .....
- I) Basic sale price : .....

6. Allottee's Income Tax Permanent Account no. ....
7. Particulars of the Agent / Dealer
- Name .....
- Address & Phone Nos. ....

Agent's/Dealer's Stamp

8. **DECLARATION :**
- I/We the undersigned (Sole/First and Second Application) do hereby declare that the above mentioned particulars/informations given by me /us are true and correct and nothing has been concealed therefrom.

Yours Faithfully,

Signature of Applicant (s) Place ..... Date .....

**For Office Use Only**

1. Application Accepted / Rejected
2. Details of Unit allotted
- Sector ..... Pocket No. .... Unit No. ....
- Type ..... Floor ..... PLC .....
- Plot Area ..... sq. yd./sq.mt./ sq. ft.
- Build-up/ Super Area ..... sq. yd./ sq. mt. / sq. ft.
- Rate per sq. yd./ sq. mt./ sq. ft. .... Basic Sale Price Rs. ....
- PLC Rate per sq. yd./sq.mt./sq.ft ..... PLC Cost Rs. ....
3. Car Parking Space : One/ Two Price ..... Number .....
4. Storage Space Area ..... sq. ft. Price ..... Number .....
5. Club Membership .....
6. Payment Plan : Down Payment ☐ Flexi ☐ Installment ☐
7. Cost of Car Parking Space .....
8. Cost of Storage space .....
9. Total Sale price Rs. ....
10. Amount received at the time of booking vide Draft/ Cheque No. .... Dated .....
- Rs. .... (Rupees .....)
- Drawn on ..... Vide our Receipt No. .... Dated .....
11. Type of Amount .....
12. No. of Joint Applicants .....

Dated ..... Place ..... Authorised Signatory



# BRIEF TERMS AND CONDITIONS

## A. Definitions

**'Applicable Laws'** shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Competent Authority or any Person authorized to act under such Competent Authority from time to time in relation to the Project Land, Project, Plot or the transaction between the Parties contemplated herein;

**'Competent Authority'** shall mean and refer to any Central/State or Municipal, UP\_RERA, Judicial, Quasi-Judicial, Government or Semi-Government Authority, body, Department, Agency or instrumentality (whether statutory or otherwise) including the Lucknow Development Authority (LDA) having legal authority or jurisdiction over the Project and/or Project Land under Applicable Laws;

**'Conveyance Charges'** shall mean the stamp duty as per provisions of the Indian Stamp Act, 1899 and the registration charges under the Registration Act, 1908 and all incidental and legal costs and expenses for preparation and execution of the Sale Deed to be executed by the Developer for the transfer of ownership of the Plot in the name of the Applicant(s);

**'Earnest Money'** shall mean and refer to **15%** of the amount of the Basic Sale Price+PLC

**'EDC'** shall mean the External Development Charges payable by the Applicant(s) to the Developer as under the Applicable Laws whether in the present or as may additionally be applied in the future by Competent Authority (including with retrospective effect) at any enhanced rate on the Project and shall include related incidental or ancillary costs;

**'Force Majeure Event'** shall mean any unforeseen event or situation beyond the reasonable control of the Developer which by itself, or in any combination with some other similar or other events or circumstances, impairs or otherwise adversely affects the capacity and the ability of the Developer to perform its obligations under this Agreement including but not limited to fire (including fire resulting from implosion / explosion), war (whether war be declared or not), invasion or any other enemy action, acts of God including lightning, drought, flood, inundation, typhoon, tornado, landslide, rockslide, avalanche, volcanic eruption, tempest, hurricane, storm, cyclone, earthquake (including earthquake shock and fire) and any other natural disasters, accidents and calamities; aircraft crashes (including impact damage due to articles dropped from any aircraft, spaceship, satellite etc.), meteor impact damage; riots, strikes, malicious damage, civil commotion, insurgency, military action, mutiny, militancy, terrorism and acts of terrorists; inadequate or erratic supply of steel and cement and other building materials, or water, or electric power or labor; any statutory or legal prohibitions and restrictions imposed by any Court; any directions, orders/notifications of any Competent Authority and/or LDA with respect to the License, Project, Project Land or Project Approvals and any change or amendment in the Applicable Laws and any event or circumstance similar or analogous to the foregoing;

**'Governmental Authority'** shall mean and include any Central/State governmental authority, government department, any constitutional body and/or statutory authority, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction for and on behalf of the Republic of India or any State/other subdivision thereof or any municipality, district or any other subdivision thereof, including the LDA and any other municipal/ local authority having jurisdiction over the Project Land/Project;

**'IAC'** shall mean the Infrastructure Augmentation Charges if and when demanded by the Government of Uttar Pradesh or the Competent Authority (including with retrospective effect, if any) at rates fixed by the Competent Authority and payable by the Applicant(s) to the Developer;

**'IDC'** shall mean the Infrastructure Development Charges as under the Applicable Laws whether in the present or as may additionally be applied in the future (including with retrospective effect) at any enhanced rate on the Project or part thereof and shall include incidental or ancillary costs payable by the Applicant(s), charged by the Developer under the provisions of this Application Form;

**'Maintenance Agreement'** shall mean the agreement for the maintenance and upkeep of the Project which shall be compulsorily executed by the Applicant(s) with the MSA simultaneously with the issue of the Possession Notice and which shall incorporate the terms and conditions for the maintenance of the Project;



Signature of the First Applicant



Signature of the Second/Co Applicant



Signature of the Third/Co Applicant

**'Maintenance Service Agency' or 'MSA'** shall have the meaning assigned to it under paragraph C.10 herein.

**'Maintenance Charges'** shall have the meaning assigned to it under paragraph C.10 herein.

**'Non-Saleable Areas'** shall mean all areas in the Project that are not saleable including all open areas, landscaping, horticulture, refuge areas, roads, pathways, parks and other areas designated for the provision of services, facilities and amenities meant for cleaning, sweeping, sanitation and garbage removal, which are provided for the convenience of the plot holders and meant for common use of all the plot holders;

**'PLC'** shall mean the charges payable for any preferential location desired by the Applicant(s) in respect of the Plot.

**'Project Approvals'** shall mean and include all necessary permits, sanctions, licenses, consents, permissions, no objection clearances and certificates, authorizations, orders, reports, decisions, directions, instructions, approvals etc. (including the License and layout plan sanctioned by the LDA) that have already been obtained or may be required to be obtained by the Developer from any Competent/Governmental Authority or any other Person in relation to the Project Land/Project;

**'Provisional Allotment Letter'** shall have the meaning assigned to it in paragraph C.3 herein below.

**'Terms & Conditions'** shall mean the entire terms, conditions, covenants, obligations etc. stated herein below in paragraph C to be adhered to by the Applicant(s).

## **B. Interpretation**

In this Application, unless the context requires otherwise, the following interpretation rules shall be followed:

- (a) References to any statute or legal provision or regulation made shall include the particular statute, legal provision or regulation as amended or replaced from time to time;
- (b) References to person(s) shall include body corporate(s), partnership(s) and any organization or entity having legal identity;
- (c) Any reference to a document includes that document as modified / replaced from time to time;
- (d) Reference to one gender includes reference to the other;
- (e) Reference to the singular includes reference to its plural and vice versa;
- (f) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used shall mean reference to this Application and not to the particular paragraph in which the said term has been used.
- (g) The words 'in writing' or 'written' include any communication sent by registered letter and/or facsimile transmission.
- (h) The amounts stated are in Indian Rupees (Rs.) unless otherwise specified.

## **C. The Applicant(s) agree(s) that -**

1. This Application is only an expression of interest for the provisional allotment of a Plot and neither constitutes any binding contract or agreement to sell in favour of the Applicant(s) nor the receipt of any amounts paid with this Application shall mean amounts to the acceptance of this Application or an obligation upon the Developer to allot a Plot in favour of the Applicant(s) and the Application does not create any right or interest for allotment. The provisional allotment will be made by the Developer at its absolute discretion and shall be based upon information provided in this Application and documents attached hereto and shall be subjected to the complete and absolute compliance and performance of all the Terms and Conditions.
2. The Developer may, at its sole discretion and without assigning any reason thereto, reject this Application in which case the Application Money paid along with this Application will be refunded within 60 days of such rejection without any interest or any compensation for any consequences thereof. No objection, dispute or claim whatsoever shall be entertained by the Developer in this regard.

The Developer may, at its sole discretion, abandon the Project, at any time in which case, the Developer within 60 days of the written intimation of such abandonment by the Developer to the Applicant(s), refund the amounts paid by the Applicant(s) along with simple interest at the rate of 9% per annum from the date of receipt till the date of payment. No objection, dispute or claim whatsoever shall be entertained by the Developer in this regard.

3. If the Application is accepted, the Developer shall send a written intimation ("**Provisional Allotment Letter**") to the Applicant(s) within 30 days from the date of submission of the Application. However, the final allotment of the Plot shall always be subject to compliance of the Terms and Conditions stipulated herein and those specified in the Provisional Allotment Letter, and execution of all the necessary definitive documents including but not limited to plot buyer agreement, indemnity bond, sale deed, declaration, affidavit, undertaking etc. as and when called upon by the Developer and in the format(s) as may be provided by the Developer.

Signature of the First Applicant

Signature of the Second/Co Applicant

Signature of the Third/Co Applicant



4. The Applicant(s) agree(s) and acknowledge(s) that the Project is in development stage and that there could be deviations, at any stage, including but not limited to the location and size of the Plot. The marketing plan(s)/brochure(s) are only descriptive of the proposed Project and the Developer reserves the right to change the design, specifications, layout, amenities and facilities, plans, etc. of the Project. Any such change shall however be subject to the policies of the Competent Authority.
5. The Applicant(s) accept(s) and understand(s) that additional lands contiguous to the Project Land, may be acquired by the Developer, Companies or any of their respective associates, subsidiaries or any third party in any agreement with the Developer and may be added to the Project/Project Land by way additional license/approval from the Authority and construction and development may be carried out on such additional lands at the sole discretion of the Developer. The Applicant(s) shall not raise any objection, claim or dispute against the Developer on account of any inconvenience which may likely be suffered due to any such development/construction.
6. In the event the Plot attracts PLC, for any reason, as may be determined in future by the Developer, the same shall be payable within the stipulated time by the Applicant(s) without any objection, demur or protest.

The Applicant(s) has/have specifically agreed that if due to any change in the layout plan any of the preferential location attributes gets removed then the Developer shall be liable to adjust the amounts of such PLC as applicable and only if already paid by the Applicant(s) in any of the due installment(s) payable by the Applicant(s) for the Plot. Any such adjustment shall be without any interest.

7. The area of the Plot is as per the present layout plan sanctioned for the Project by the LDA is tentative and may be changed due to actual implementation and approval of the demarcation plan by the LDA or if the design, specifications, location and extent of the Non Saleable Areas, amenities and facilities, etc. of the Project are changed as may be deemed necessary by the Developer in the best interest of the development of the Project or as otherwise may be required by the Competent Authority ("**Changes**") due to which the dimensions of the Plot, position and numbering of the Plot may require to be changed without notice to the Applicant(s). Any Changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans and in such circumstances, the Applicant(s) accept(s) and agree(s) to a variation in the Plot Area at the time of possession up to +/- 10% of the present Plot Area. In such an event –

- (i) If the Plot Area is increased, then the Applicant(s) shall pay an additional consideration at the BSP and PLC as mentioned herein as well as the additional EDC, IDC and other Statutory Charges and Specified Charges (as computed on per square meter basis) for such increase, and
- (ii) If the Plot Area is reduced, then the Developer shall adjust, the proportionate excess consideration paid at the BSP and PLC as mentioned herein and the commensurate excess EDC, IDC and other Statutory Charges and Specified Charges (as computed on per square meter basis) for the area so reduced and the balance, if any, shall be refunded. Such refund / adjustment for such reduction in Plot Area shall be made without application of any interest.

Signature of the First Applicant

Signature of the Second/Co Applicant

Signature of the Third/Co Applicant

(iii) However, in the event the increase/reduction in area is beyond 10% of the Plot Area and the Applicant(s) decline(s) to accept the Plot with such revised area of beyond 10%, then the Developer shall, at its discretion, offer an alternate plot (if so available) to the Applicant(s) and of similar specifications as the Plot. In case the Applicant(s) decides to opt for such alternate plot, then, this Application and the plot buyer agreement shall be deemed to refer to such alternate plot, and the Applicant(s) shall execute necessary documents as may be required by the Developer for allotment of such alternate plot. In such an event, the allotment of the Plot shall be cancelled and the Plot shall belong exclusively and absolutely to the Developer and the alternate plot so accepted by the Applicant(s) shall be deemed to be allotted to the Applicant(s). If no such alternate plot is available, or if available is not offered to the Applicant(s) at the discretion of the Developer, then this Application and the related plot buyer agreement shall stand terminated and the Developer shall refund to the Applicant(s) the monies paid by the Applicant(s) till then along with simple interest at the rate of 9% per annum subject to deductions of the amounts paid towards Service Tax, interest on delayed payment(s) and brokerage/commission paid by the developer to any Channel Partner engaged by the Applicant(s) in respect of the Plot e.t.c. Such refund shall be made to the Applicant(s) upon realization of money from the re-sale of the said Plot. Thereafter, the Applicant(s) shall be left with no lien right, title, interest or claim of whatsoever nature in the said Plot or against the Developer and the said Plot shall belong exclusively and absolutely to the Developer.

8. It is made clear to the Applicant(s) that under Applicable Laws and related regulations/bye laws of the Competent Authority, there are requirements, restrictions and stipulations, including but not limited to the number of floors, maximum built-up area, height, setbacks, timelines for completion etc. in relation to construction development on the Plot. The Applicant(s) undertake(s) to fully abide by such requirements, restrictions and stipulations and in addition, shall be responsible, liable and accountable to the Developer for any damage / destruction to the infrastructure facilities provided in the Project including electricity cables, underground water/other pipes, sewer / drain lines, rain water harvesting system etc. Further, to preserve the aesthetic and design integrity of the Project, the Developer may offer to provide, at the request of the Applicant(s) but without being under any obligation to do so, some free-of-cost sample building plans suitable to the dimensions of the Plot and drawn in terms of the Applicable Laws, Project Approvals and prevailing building regulations/bye-laws. The Applicant(s) may use any of such sample building plans to construct a building on the Plot. However, this shall not be a binding obligation and will be without prejudice to the right of the Applicant(s) to construct a building based upon any other building plan.

9. The Applicant(s) shall undertake construction on the Plot as per the building plans approved by the Competent Authority and shall bear all costs, charges, fees and expenses, statutory or otherwise, for the same and shall complete the construction within the time period provided by the Competent Authority or within 5 years from the date of notice of possession issued by the Developer, whichever is earlier. In the event the Applicant(s) is / are unable to do so, the Applicant(s) shall be liable to pay non-development charges to the Developer at such rate as may be determined by the Developer in future. The Applicant(s) agree(s) and undertake(s) that the Plot shall not be partitioned, sub-divided or fragmented in any manner as per the provisions of the zoning plan issued by the LDA. The Applicant(s) shall obtain separate electricity and water connections in respect of the Plot directly from the Competent Authority. However, it is clarified that the Applicant(s) cannot affix any cables / wires for any purpose in the open air.

Signature of the First Applicant

Signature of the Second/Co Applicant

Signature of the Third/Co Applicant



10. The Applicant(s) agree(s) and understand(s) that the Developer or an agency/ body nominated / appointed by the Developer ("Maintenance Service Agency" or "MSA") would be entrusted with the maintenance and upkeep of the Project until the responsibility for maintenance is handed over to the RWA, local body or any government agency as per Applicable Laws. The Applicant(s) shall have to enter into a separate maintenance agreement with the MSA in the format to be provided by the Developer. The MSA shall render maintenance services only with respect to the common areas and facilities falling within the Project and outside the Plot including public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage collection and disposal, potable water, street lighting, pavements, horticulture, etc. The Applicant(s) accept(s) that provision of such maintenance services shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to the IFMSD, periodic maintenance charges, sinking funds etc. ("Maintenance Charges") to the MSA and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s) under the maintenance agreement. The Applicant(s) undertake(s) to pay the Maintenance Charges to the MSA which shall be due and payable from the date of offer of possession by the Developer regardless of whether the Applicant(s) has / have taken possession of the Plot or not. The Applicant(s) shall further be responsible for payment of municipal / house tax in respect of the Plot as levied by the Competent Authority. The Applicant(s) agree(s) and undertake(s) to pay all charges on actual basis towards consumption of electricity and water as well as all charges for electrical, water and sewerage connection, and Maintenance Charges as may be levied by the MSA. It is clarified that the amounts payable as per Schedule-III do not include any payments towards Maintenance Charges
11. In the event the Applicant(s) default(s) in timely payment of any amounts payable in respect of the Plot, the default payment shall attract interest @ 18% p.a. from the day it fell due till the date of receipt of payment. The Developer shall adjust all amounts received from the Applicant(s) first towards interest on overdue instalments and thereafter towards any overdue prior instalments and any other outstanding demand due to the Developer and finally the balance, if any, would be adjusted towards the current instalment or dues for which the payment is tendered. Notwithstanding the payment of interest on delayed payments, in the event any payment is delayed beyond a period of 60 (sixty) days from its due date, the Developer shall be fully entitled, at its discretion to cancel the provisional allotment and forfeit the Earnest Money and any balance remaining after such adjustment of Earnest Money shall be refunded to the Applicant(s) after deducting Service Tax, interest paid on delayed payments and brokerage/commission paid by the Developer to any Channel Partner, if engaged by the Applicant(s) in respect of the Plot and on such cancellation, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot. It is clarified that the refund shall be made without any interest and only upon realization of money from the re-sale of the Plot.
12. The Applicant(s) further understand(s) that the approved layout plan for the Project does have the provision of a club. However, the Developer may, at its own option/discretion, provide for the same in the Project as per Applicable Laws and in case a club is provided and the Applicant(s) decide(s) to use the same, then the Applicant(s) shall be liable to pay for the club refurbishment charges, refundable security deposits, usage charges and any other charges to be decided by the Developer. The operation and management of the club shall be with the Developer or the MSA or any entity as may be designated by the Developer at any time.
13. The basic sale price or BSP of the Plot is exclusive of the EDC/IDC/IAC and other statutory deposits and/or charges made/payable by the Developer to authorities for electricity, water and other facilities or any other charges paid/payable by the Developer to the Competent Authorities and the same shall be payable by the Applicant(s) in proportion to the Plot Area as per rates levied by the Competent Authority, the present rates whereof have been specified in Schedule-III. The EDC/ IDC charges shown in the Payment Plan and attached to this Application is tentative and in case of any future revision in such charges including but not limited to cost of additional fire safety measures, or outgoings of any kind or nature, whether prospectively or retrospectively, due to a change in legislation or otherwise demanded by any Competent Authority, on the Project and/ or Plot, the Applicant(s) shall be liable to pay such additional/ revised amount to the Developer in proportion to the Plot Area as per the demand letter issued by the Developer at that time, whether after provisional allotment, signing of plot buyer agreement or after sale / conveyance deed and the Applicant(s) shall at all times be liable to bear and pay the same. In the event of any failure or delay to pay the same, all interests / penalties as may be levied shall additionally be payable by the Applicant(s).

Signature of the First Applicant

Signature of the Second/Co Applicant

Signature of the Third/Co Applicant



14. The Developer, at its absolute discretion, may provide appropriate power back up at the Project. The Applicant(s) agree(s) that the Developer or its agents, or the MSA, as the case may be, shall have the sole right to select the site, capacity and type of the power back up equipment/plant as may be considered necessary and such equipment/plant may be located anywhere within or outside the Project.
15. Subject to other terms of this Application and plot buyer agreement to be executed by the Applicant(s), the Developer estimates to implement the complete Project in accordance with the approved layout plans, Project Approvals, Applicable Laws and License within 5 (Five) years that is extendable by 3 years by the authority as permitted by bylaws from the date of receipt of the last of all the Project Approvals required for the commencement of development of the Project from the Competent Authorities or within such other timelines as may be directed by the LDA ("Commitment Period"). Any delay by the Applicant(s) in taking the possession of the Plot from the notified date would attract holding charges at the rate of Rs. 200/- (Rupees Two Hundred only) per square meter of the Plot for every month of delay until the actual taking over of possession by the Applicant(s). If the Developer fails to offer possession of the said Plot to the Applicant(s) by the end of the Grace Period, except for reason of Force Majeure Event, it shall be liable to pay to the Applicant(s) compensation calculated at the rate of Rs. 200/- (Rupees Two Hundred only) per square meter of the Plot ("Delay Compensation") for every month of delay from the date of expiry of the Grace Period until the actual handing over of possession of the said Plot to the Applicant(s). It is agreed that the Delay Compensation shall be payable only if the Applicant(s) has/have not defaulted in their payments as per the Payment Plan. The Applicant(s) shall be entitled to payment/adjustment against such Delay Compensation only at the time of 'notice of possession' or at the time of payment of the final instalment due under the Payment Plan, whichever is later.
16. It is made clear to the Applicant(s) that no transfer / assignment / nomination of the Plot shall be permitted by the Developer until the Provisional Allotment Letter has been issued in favour of the Applicant(s). Post issuance of the Provisional Allotment Letter, the Developer may, at its sole discretion and upon payment of applicable administrative charges, permit such transfer/ assignment / nomination, and subject to such terms and conditions as the Developer may impose at that time. However, in cases of transfer by way of succession, there may not be any such administrative charges, provided the legal heirs / beneficiary(ies) of the Applicant(s) furnish relevant documents setting out their rights and entitlements in this regard to the satisfaction of the Developer. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
17. In case all or any of the Applicant(s) is/are a non-resident/ foreign national/ person of Indian origin governed by the Foreign Exchange Management Act, 1999 ("FEMA") and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Applicant(s) to obtain all necessary permissions/ approvals/ sanctions etc. as may be required from the Competent Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) to be made to the Developer in respect of the Plot. The Applicant(s) shall be required to provide and deliver to the Developer all such permissions/ approvals/ sanctions/ documents etc., as may be asked for by the Developer at any time and the Developer accepts no liability or responsibility in this regard. Whenever there is any change in the residential status of the Applicant(s), subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Developer immediately and comply with all the necessary formalities under the Applicable Laws.
18. The Developer reserves its right to assign/transfer all or any of its rights and obligations in respect of the Project in favour of any third party. With effect from such date of assignment / transfer, all documents relating to the Plot including all correspondence exchanged with the Applicant(s) including the monies paid till then shall automatically stand transferred in the name of such assignee and in such event, the plot buyer agreement will be executed or endorsed, as the case may be, by such assignee and the Applicant(s) shall continue to perform all obligations towards such assignee in accordance with the terms hereof, and in terms of the Provisional Allotment Letter and the plot buyer agreement.
19. It is understood by the Applicant(s) that the Developer is not required to send reminders to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and those in the plot buyer agreement and the Applicant(s) is/are required to comply with all obligations on his/her/ /their own. Any failure of the Applicant(s) to comply with any obligations shall entitle the Developer at its sole discretion to cancel the allotment and refund the monies paid by the Applicant(s) after adjusting the Earnest Money, Service Tax, amounts paid towards interest on delayed payment, brokerage/commission paid by the Developer to any Channel Partner in respect of the Plot etc. and thereafter, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant



20. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the plot buyer agreement and in case of any contradiction between the two, the terms and conditions specified in the plot buyer agreement shall prevail.
21. The Applicant(s) agree(s) and undertake(s) that the Developer, at its sole discretion may construct the Project in phases as may be permitted under Applicable Laws and the Applicant(s) shall have no objection to the Developer undertaking construction of or continuing with the construction of the Project or other buildings adjoining the Plot even after the physical possession thereof is handed over to the Applicant(s). It is hereby expressly declared and agreed that all rights, title and interest, including the ownership of other saleable areas, remaining plots, lands, buildings, open spaces, recreation areas, parks, Non Saleable Areas, facilities and amenities falling within the Project, including those specifically earmarked as Non Saleable Areas and facilities for common use and enjoyment of occupants of the Project, shall vest solely with the Developer and the Developer shall have the sole and absolute authority to deal with the same in any manner whatsoever, including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode which the Developer may deem fit as per the Applicable Laws.
22. The Applicant(s) shall have the ownership right/title only in respect of the said Plot upon the execution of the sale/conveyance deed without any right or title in any of the other saleable and Non-Saleable Areas of the Project. The Applicant(s) shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof. The Applicant(s) shall only have the right of ingress/egress, over or in respect of any of the common areas in the Project, such as parks, roads, etc.
23. The Developer shall have the sole control and full authority in respect of all matters concerning the Project and further constructions thereon and the management and administration of the same. The Developer shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold plots, other developments etc. in the Project and to receive consideration in respect of the same.
24. The Applicant(s) agree(s) and undertake(s) to use the Plot for residential purpose alone and for no other purpose and shall not conduct any illegal or immoral activities thereon. The Applicant(s) shall abide by the community rules and regulations for residents and visitors to the Project.
25. The Applicant(s) agree(s) and undertake(s) not to carry out any unauthorized / illegal construction in contravention of Applicable Laws, zoning plan issued by the LDA and the applicable building byelaws as notified by the Competent Authority from time to time. Any unauthorized construction shall be brought to the notice of the DGTCP for appropriate action and in this context, the onus of removing the unauthorized construction shall be solely upon the Applicant(s).
26. Pursuant to handover of possession of the Plot by the Developer to the Applicant(s), the Applicant(s) shall permit the Developer or the MSA or any association of the owners / occupants at the Project to enter into the Plot with technical personnel and other workmen for the purpose of inspecting, checking, repairing and maintaining any wiring, electrical installations, plumbing, sewer lines, drains, pipes, cables and any other services from time to time.
27. The Applicant(s) understand(s) that until execution of the sale / conveyance deed in its / their favour the Developer would remain the owner of the Plot and agree(s) that the Developer shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Project, subject however to the Plot being free of any encumbrance at the time of execution of the sale / conveyance deed.
28. In the event the Applicant(s) desire(s) to obtain any finance / loan against the said Plot from any financial institution / bank, it shall do so after obtaining prior written permission from the Developer and/or their lenders for which the Developer and/or their lenders may issue necessary permissions as may be required by the banks / financial institution of the Applicant(s). However, no liability whatsoever shall be attributed to the Developer or against the Plot in case of breach of the terms of such loan and/or financial assistance availed by the Applicant(s) and it shall be the personal liability and responsibility of the Applicant(s) to ensure that the loan is processed and payments released to the Developer within the stipulated period as provided in the agreed Payment Plan, failing which it shall be considered as a case of delayed payment and acted upon by the Developer accordingly. The Applicant(s) shall keep the Developer fully indemnified for any matter related to any loan agreement with any bank/financial institution and any breach thereof.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

29. The Applicant(s) shall indemnify and keep the Developer, its employees, directors, agents, representatives, advisors and estate 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 covenants and conditions by the Applicant(s) as mentioned in the Application and the plot buyer agreement.
30. The Applicant(s) agree(s) to pay as and when demanded by the Developer all stamp duty and registration charges and all other incidental legal fees, costs and expenses for the preparation and execution and registration of the Conveyance Deed within the stipulated period and all other fees, dues, costs, charges and expenses as maybe payable or demanded from the Applicant(s) in respect of the Plot. In case the Applicant(s) fail(s) to perform such and other obligations, the Developer shall be fully entitled at its sole discretion to cancel the allotment of the Plot and refund the monies paid by the Applicant(s) after deducting the Earnest Money, Service Tax, interest paid by the Applicant(s) on delayed payments and brokerage/commission, if any, paid by the Developer in respect of the Plot to any Channel Partner and the balance amount will be refunded to the Applicant(s) without any interest upon realization of money from the re-sale or re-allotment of the Plot. Thereafter, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot.
31. The Applicant(s) understand(s) that Developer has named the Project as "SURAKSHA ENCLAVE" which name can only be changed by Developer.
32. The Applicant(s) shall comply with all legal requirements for purchase of the Plot wherever applicable, after execution of the plot buyer agreement and sign all requisite applications, consents, declarations, NOC, forms, affidavits, undertakings etc. as may be required for the purpose.
33. The Developer shall not be responsible or accountable to the Applicant(s) or towards any third party that may have made payments / remittances to the Developer on behalf of the Applicant(s) and such third party shall not have any right in the Plot whatsoever. However, at the time of any such payment / remittance from a third party, the Applicant(s) would be required to furnish a declaration / NOC / consent letter to the Developer in such format as the Developer may deem necessary confirming the said payment / remittance as being on behalf of the Applicant(s) for the Plot. The Developer shall issue payment receipts only in favour of the Applicant(s). Notwithstanding any arrangement that the Applicant(s) has/have with any bank/financial institution, under all circumstances, the Applicant(s) is / are and shall remain solely, absolutely and directly responsible for ensuring and making all payments due to the Developer in respect of the Plot.
34. The Applicant(s) acknowledge(s) that he/she/they has / have seen all documents / papers in relation to the Project, including but not limited to the title documents, building plans / sanction and other approvals obtained from the Competent Authority and the present Application has been made after being fully satisfied about the rights, title and interest possessed by the Developer over the same and with full knowledge of all laws / notifications and rules applicable to residential plotted development in general and the said Project in particular. The Applicant(s) acknowledge(s) having inspected all the relevant documents including but not limited to the title documents, sanctions / licenses / approvals obtained by the Developer in relation to the Project and has also obtained all clarifications with respect to the Project/Project Land. The Applicant(s) confirm(s) that no further enquiry or diligence in this regard shall be required at any stage in future.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant