# HANGING GARDENS Villas

### PROVISIONAL APPLICATION FORM



#### LANCOHILLSTECHNOLOGYPARKPVTLTD

99LH, Manikonda, Hyderabad - 500089 Tel. No.: +91 40 44799400, Fax No.: +91 40 44799555 www.lancohills.com

# Application for Provisional Allotment of a Villa

Channel Partners are not permitted to accept cash with the Application Form. Channel Partners are not permitted to issue receipt.

The company will in no way be responsible for such or other wrong tenders.

The company will in no way be responsible for such or other wrong tenders.																				
Channel Partner										CP Code					П					
Customer ID									П	Date										
Dear Madam/Sir,																				
Ref: Application for Provisional Allotment of a Villa at Hanging Gardens at Lanco Hills Township, Manikonda, Gachibowli, Hyderabad, A.P., INDIA.																				
I/we request that I/we may be Provisionally Allotted a Villa in your residential project "Hanging Gardens" at Lanco																				
Hills, Manikonda, Hyderabad.																				
					/		-	-		o										
In the event of the Seller accepting my/our application to provisionally allot a Unit, I/we agree to pay further installments of sale price and all other monies/dues as stipulated in the payment plan along with this application and as specifically provided for in the Agreement to Sell. The Payment Plan has been explained to me/us by the Seller and I/we have fully understood the same.																				
Agreement to Sell and allotment of a Unit not money tendered by	I/we understand and acknowledge that this application does not constitute any offer of allotment or allotment or Agreement to Sell and by submitting this application I/we do not become entitled to the provisional and/or final allotment of a Unit not withstanding the fact that the Seller may have issued a receipt(s) in acknowledgment of the money tendered by me/us to the Seller with this application. We understand and acknowledge that the provisional/final allotment will be made in my/our favor only after I/we sign and execute the Agreement of Sale.																			
If I/we fail to execute a shall be treated as can without any notice or re	celle	ed ar	nd a																	
I am/we are applying o	n th	e ba	sis o	f the	e condi	tions	attao	ched	d, whi	ich I/we hav	ve re	ead,	unc	lerst	tood	, and	l agr	eed 1	ıpoı	n.
Thanking You,	Thanking You,																			
Yours faithfully,																				
X											X_									

NON TRANSFERABLE Page 2

Signature of 2nd Applicant

Signature of 1st Applicant

### INDIVIDUAL APPLICANTS DETAIL FORM

[Affix photograph here]

[Affix photograph here]

DETAILS OF APPLICANTS (IN BLOCK LETTERS)										
	First Applicant	Second Applicant								
Surname	Thorrappicalle	оссоли турисин								
Full Name										
S/o, D/o, W/o										
Guardian/Authorised Signatory/GPA if any										
Date of Birth										
Residential Status										
Permanent Address		\ )								
Communication		2 //								
Address	1 0 0	///								
	MONASSOAT	107								
	CONTACT DETAILS	) O = 1								
Phone Number										
Mobile Number										
Email										
Fax Number										
PAN Number										
Passport Number										
	OCCUPATION DETAILS									
Office / Business Name	OCCOMMON DEFINE									
Designation										
Phone Number										
Mobile Number										
Fax Number										
Email										
Website										

I/we hereby declare that the above information is true to the best of my/our knowledge and belief.

X	X
Signature of 1st Applicant	Signature of 2nd Applicant

## **HUF/Partnership/Company/Society/Trust**

[Affix photograph here]

Signature of 1st Applicant

[Affix photograph here]

						Det	tails	of A	Арр	licaı	nts (I	n bi	LOCK	LET	TER	5)								
FIRM NAME		N	M/s									$\perp$		$\perp$									工	
111111111111111111111111111111111111111							4																4	_
		1r./M					_																	
Represented b		/o, D,					4																_	_
		esign					4																_	
		1r./M					4							4	_	_						_	_	_
Represented b		/o, D,					4		_	- 7	16	2	-	_	_	_			_	_			_	_
		esign				_	7-	A		- 3	3 8	22	<del>2</del>		1								_	_
Authorized		1r./M					/	1		18	×	\ <u> </u>	*		1	1			_				_	_
Signatory	S	/o, D,	/o, V	<b>V/o</b>		/	1	_	-					-	1									
NAME OF FI	DN4				-		/		- 1	_			)			1	-						$\overline{}$	-
NAME OF FI	KIVI		-	_												- 1	-)	_	-	-	-	-	+	
	-	+	$\dashv$			7														_	-	+	+	4
	$\perp$	+	-	-	_	1				1	-)	R	1		9		1	_	_	_	_	_	+	4
		$\perp$	_		_	Ų			><		1			-					4	_	_	_		_
		$\perp$				1	1				_	1		_		1.			_		_	_	_	
Pin							1			Cit	У			/		/1								
Off							1			Off			-		1									
Fax								1	7	Fax	:	67	M	M	4								_	
Email								1	-	903	255	80	3		1									
Registration I	No.																							
PAN No.																								
I	Repres	sented	Ву	(Firs	t) A	ddr	ess							Rep	rese	ntec	l By (	(Seco	ond)	Add	dres	5		
											1													
							т					$\top$	$\top$		$\top$				$\vdash$					
Pin							$\vdash$								+									
Res	_							+	+	+		+	+	+	+		+							
Off							$\vdash$	+		+		+	+	+	+	+	+	+	$\vdash$					
Fax							$\vdash$	+	+	+	╆	+	+	+	+	+		+					$\vdash$	
	_						$\vdash$	+	+	+	₩	+	-	+	+	+	+-	-					$\vdash\vdash\vdash$	
Mobile							-	-	-	-	-	+	-	+	+	+	-	-	-					
Email	_						┡	-	+	+	╄	4	_	4	4	4	_	-	-					
Date of Birth	_			_			_	1	┺	1	_	4	$\perp$	_	_	4		_	_					
Anniversary																								
PAN No.																								
Passport No.																								

NON TRANSFERABLE Page 4

Signature of 2nd Applicant

I/we hereby declare that the above information is true to the best of my/our knowledge and belief.

### **BOOKING DETAILS**

							De	tails	of A	Арр	lica	nts (	IN B	LOC	K LE	TTEI	RS)						
Sole/First	Mr./	Mrs	./N	ls.																			
Sole/ First	S/o,	D/c	, W	/o																			
Second	Mr./	Mrs	./N	ls.																			
Second	S/o,	D/c	, W	/o																			
Guardian/	Mr./	Mrs	./N	ls.																			
Authorized Signatory	S/o,	D/c	, W	/o																			
Booking Date								V	illa N	Jo.													
Built up area (sft)				Type											0	ption	nal U	pgra	de	Yes	ľ	No	
Land Area(Sq.yds)								P	refer	entia	Loca	ation	Cha	rges									

Financial Details									
Villa Cost (Rs.)									
Premium									
Club Membership fees (Mandatory)	X	X	X	2	5	0	0	0	0
Infrastructure Charges	X	X	X	5	0	0	0	0	0
Total Cost of Unit									
Total Cost (In Words)									

Payment Schedule	Percentage of Total Cost
Booking Advance	5%
Within 60 Days from the date of allotment	20%
On start of construction	10%
On completion of lower ground floor roof slab	10%
On completion of Ground floor roof slab	10%
On completion of 1st floor roof slab	10%
On completion of Top floor roof slab	10%
On completion of Plumbing and wall conducting	10%
On completion of Internal flooring and wall painting	10%
Handover	5%
Corpus Fund & Maintenance	

Payment Details												
Initial Amount Paid (Rs)								In words				
Instrument No.								Instrume	nt Date			
Bank Name								Branch				

I/we agree to pay the installments of the total consideration as per the payment plan mentioned above.

X	X
Signature of 1st Applicant	Signature of 2nd Applicant

<sup>\*</sup>Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favor of "LANCO HILLS TECHNOLOGY PARK PVT LTD" payable at Hyderabad. \*All payments are subject to realization.

\* Registration, Stamp duty, Service Tax and VAT as applicable

#### **TERMS & CONDITIONS**

TERMS & CONDITIONS FORMING PART OF THE APPLICATION FOR PROVISIONAL ALLOTMENTOF A UNIT IN RESIDENTIAL VILLAS IN THE GATED COMMUNITY DEVELOPMENT SCHEME OF LHTTPL "HANGING GARDEN" AT LANCO HILLS, MANIKONDA, GACHIBOWLI, HYDERABAD, A.P.

#### I. Definitions and Interpretation:

In this Application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning and/or as specified in the Agreement of sale.

"Agreement" shall mean the Agreement of sale entered into between the company and the applicant as per the standard format of the Company.

"Applicant(s)" shall mean the applicant, applying for allotment of the said Unit whose particulars are set out in this Application and who has/have appended their signatures on each page, as acknowledgement of having agreed to the terms and conditions of this Application and the Agreement.

"Application" shall mean this application for provisional allotment of Unit in the Project along with the terms and conditions contained in Annexure- I & II hereto.

"Basic Sale Price" means consideration payable for the said Unit more specifically detailed in the Payment Plan. The Basic Sale Price is exclusive of the preferential location charges as applicable, if the said Unit is preferentially located. The Basic Sale Price further does not include Taxes, charges, security amount/deposits etc., and other amounts payable as per the terms of the Agreement including but not limited to:

- I. Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant alone.
- II. A sum equivalent to the proportionate share of Taxes for the Plot which shall be paid by the Applicant to the Company.

III The Maintenance Charges, property tax, municipal tax fees or levies of any kinds by whatever name called on the proportionate basis for the said Plot shall be payable by the Applicant.

- IV. The cost of mainline electricity connection, and diesel generator power back up inside the Unit, as applicable shall be payable by the Applicant.
- V. The Club Membership Charges will be applicable for availing the membership of the Club and any other charges that may be payable by the Applicant(s) as per the agreement.
- VI. Any other charges or expenses as may be more particularly specified in the Agreement. "Company" shall mean M/s. Lanco Hills Technology Park Private Limited.

"Earnest Money" shall mean 25% of the Total Consideration to be paid by the Applicant as per the Payment Plan.

"Gated Community Development Scheme" means the colony being developed by the Company at Lanco Hills and where the said Unit and other villas are located.

"IDC" means the infrastructure development charges as are imposed by the Government of AP, on the date of this Application or as may be imposed at anytime in future.

"Maintenance Agency" means the Company or association of Applicant or such other agency/ body/ entity, to whom the Company may handover, the maintenance and who shall be responsible for providing the maintenance services within the Gated Community Development Scheme.

"Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Agreement.

"Payment Plan" means the price list as set out in Annexure-II to this Application providing details & price of the said Unit.

"Scheme/Project" means Gated Community Development colony under the name of "Hanging Garden", being developed by the Company at Lanco Hills, Manikonda, Gachibowli, Hyderabad, Andhra Pradesh.

"Taxes" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Gated Community Development Scheme, now or in future.

"Unit" means the specific villa applied for by the Applicant(s), details of which have been set out in this Application.

- 1. The Terms and Conditions given below are only indicative to enable the Applicant acquaint himself/herself with the terms and conditions as will be comprehensively set out in the Buyer's Agreement. For all intents and purposes and for the purpose of the Terms and Conditions set out in this Application, singular includes plural and masculine includes feminine gender.
- 2. The Applicant acknowledges that he/she has read the relevant documents/papers pertaining to the Land and is fully satisfied about the right and interest of the Company to develop the Project in the Land and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her with respect to title/interest of the Owner and/or the right of the Company for the development of the Project in the Land.
- 3. The Applicant confirms and represents that neither the Owner nor the Company has indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant shall have any right or title of any kind whatsoever, in any Land (other than the Plot), buildings, common areas, recreational and sporting facilities (if any) and common amenities, save and except, as mentioned hereinabove.
- 4. The Company has made clear to the Applicant that it may carry out extensive developmental/construction activities in future in the entire area falling outside the Plot and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the company on account of inconvenience if any which may be suffered by him/her due to such developmental/ construction activities or incidental/ related activities.
- 5.It is made clear by the Company and understood by the Applicant that he/she shall have no rights including right of ownership in the Land (other than the Plot), facilities and amenities, save and except, as specified herein. All rights and interest to develop the Land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such Land, facilities and amenities. The Company relying on this specific undertaking of the Applicant in this Application may finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- 6.The Applicant understands that some Unit(s) in the Project attract preferential location charges, ("PLC") for preferably located plots in the Project which are opposite to greens, corner plots etc. In the event that the Applicant is allotted any such preferentially located Unit, the Applicant shall be liable to pay the PLC to the Company as decided by the company in addition to the Basic Sale Price, immediately upon demand from the Company and the Applicant hereby agrees to pay upon demand by the Company. However, if due to change in the layout plan or request by the Applicant, there is change in location of the Unit, to any other preferential location, where the PLC is higher than the rate as mentioned hereinabove, then in such a case, the Applicant shall be liable to pay the PLC as per the revised PLC decided by the Company. However, if due to the change in the layout plan, the Unit ceases to be preferentially located, then in such an event the Company shall be liable to refund only the amount of PLC paid by the Applicant without any interest and/or compensation and/or damages

and/ or costs of any nature whatsoever and such refund shall be adjusted in the following installment to be paid by the Applicant.

- 7. In accordance with the development plan of the Project, the V. Company proposes to develop a club for recreational and sporting facilities (the "Club") for the Applicant and other occupants of the Project. The Applicant understands that the Club may be developed VI. either simultaneous with or after development of the Unit. The Applicant agrees to pay all charges including the Club Membership Charges as applicable for availing the membership of the Club, which VII. shall be in addition to the Basic Sale Price and payable as and when required for this purpose by the Company.
- 8. The Applicant/s has/have understood and agreed that the computation of the Basic Sale Price of the Unit does not include running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards PLC, IDC, maintenance charges and any other charges of any kind by the Company from the Applicant in any manner.
- 9. The Company may at its sole discretion develop other/recreational facilities for recreational purposes in the said Project. The right of usage of such/ recreational facilities, shall be limited to the Applicant (and the occupants of the Unit claiming under them) and their dependants within the Project and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said other/recreational facilities and upon intimation of the formalities to be complied, the Applicant undertakes to fulfill/comply with the same.
- 10.The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, Taxes, cesses, charges, taxes of all and any kind by whatever name called, whether levied or leviable now or in future, on the Project (in proportion to the unit), as the case may be, as assessable/applicable from the date of Application of the Applicant. If such charges are increased (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(s) for the recovery of such charges.
- 11.Due to any subsequent, legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon as determined by the Company in its absolute sole discretion.
- 12.The applicant shall enter into the Agreement of sale with the company (in pursuance of this application) with in 30 days from the date of this application by paying the Earnest Money.
- 13.The Applicant understands that the Company shall treat 25% (Twenty Five percent) of the Total Consideration to be paid by the Applicant, as per the Payment Plan, as Earnest Money to ensure fulfillment by the Applicant of the Terms and Conditions contained herein and as may be specified in the Agreement.
- 14. In the event the Applicant chooses to cancel this Application or is in breach of any of the Terms & Conditions of the application
- I. Cancellation received after booking amount of 5%, in such case customer forfeits entire booking amount of 5%.
- II. Cancellation after 60 days having paid 25% apart, cancellation amount is 15% of invoice value. However the payment is made only after selling the same unit to third party after deducting 15% + any other dues + any loss arises out of transaction.
- III. Cancellation after ground floor roof slab is completed; cancellation amount is 20% of invoice value. However the payment is made only after selling the same unit to third party after deducting 20% + any other dues + any loss arises out of transaction.
- IV. Cancellation after top floor roof slab is completed; cancellation amount is 25% of invoice value. However the payment is

made only after selling the same unit to third party after deducting 25% + any other dues + any loss arises out of transaction.

- V. Any amounts payable to the applicant shall be paid only after total realisation of the sale proceeds upon resale of the unit to a new customer/ Third Party.
- In addition to the above said charges any loss that may be incurred by the company in reselling the property to a new customer/ third party will have to be reimbursed by the applicant.
- I. The company stand released and discharged of all its liabilities and obligations hereunder.
- 15. The Applicant has seen and accepted the tentative building plans, designs, specifications, location of the Unit, all of which have been duly prepared by the architects and consultants of the Company, however the same is liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of competent authority(ies). The Applicant has, in token of his/her/their acceptance of various 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 sanction of the lay out plans and the building plans of the Unit, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the said Unit. 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 plans of the said Unit. However, in case of any major alteration/modification resulting in  $\pm 10\%$  (ten percent) change in the built up area of the Unit, the Company shall intimate to the Applicant in writing such change, if any, along with the change in the Total Consideration of the Unit. The Applicant shall inform the Company, in writing, his/its consent or objections to such changes within 30 (thirty) days from the date of such notice, failing which the Applicant shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the balance amount without any interest as detailed above .The Applicant confirms and agrees to pay increase in the Total Consideration in case the built up area of the Unit is increased. The Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant, on account of reduction in the built up area of the Unit. It is agreed that the basic sale price at which the booking is done shall be the sole criteria of determining the payment/refund.
- 16.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, or denies the grant of necessary approvals for the Project or the Unit 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 is unable to deliver the Unit even after six months from the date of such event, the Applicant confirms and acknowledges that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant undertakes not to raise any dispute or claim whatsoever in this regard.
- 17. In the event of the failure of the Applicant to take the possession of the Unit upon being intimated about the same by the Company and in the manner as specifically described in the Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Agreement or the Company may, without prejudice to its rights under any of the clauses of the Agreement, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Unit clause on the condition that the Applicant shall pay to the Company holding charges at the rate of Rs. 50/ (Rupees fifty only) per sq. ft of the constructed area (apart from the other amounts if any due for recovery) per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any

other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.

18. The Applicant undertakes that upon possession, he shall become the member of any association/society of the Unit allottee(s) in the Project, as may be formed by the Company on behalf of the occupants in the Project. The Applicant shall pay the fees, subscription charges thereof and shall complete such documentation and formalities, as may be required by the Company for this purpose, as and when such association is formed. In order to secure adequate provision of maintenance services, till such time, the association/society of the Unit allotte(s) is not formed, the Company shall appoint /nominate a Maintenance Agency to provide services as may be required to maintain upkeep, security etc. of the Project. Further, the Applicant hereby undertakes to deposit with the Company, as per the Payment Plan and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, Interest Free Maintenance Security ("IFMS") at the rate as may be intimated by the Company at a later stage. The Applicant undertakes to enter into a tripartite maintenance agreement with the said association/society/ Maintenance Agency.

19. 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 favor of the Applicant, which shall be executed and got registered upon receipt of the entire consideration, other dues and charges and/or expenses as may be payable or demanded from the Applicant in respect of the Unit, allotted to him/her/them. The Applicant undertakes to get the sale deed executed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the building from the competent authority failing which the Applicant authorizes the Company to cancel the allotment and forfeit the amounts paid by the applicant as specified above .

20. Time is the essence with respect to the Applicant's obligations to pay the entire amount 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 Buyer's Agreement, 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 Buyer's Agreement. However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Unit will be handed over to the Applicant only upon the payment, by the Applicant, of all outstanding dues, penalties etc., along with simple interest at the rate of 24% (Twenty Four percent) p.a. till the date of payment.

21.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 this Application and to keep the Company and its agents and representatives, 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. The Applicant further undertakes to indemnify the Company and its agents and representatives and keep harmless and indemnified against any loss, damages, penalties, fines or any other charges levied on the Company, its agents and representatives due to any misrepresentation on the part of the Applicant due to any reason whatsoever.

22.It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, it shall be the sole responsibility of nonresident/ foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement, shall be made in accordance with the

provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

23. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the Application/allotment of the said Unit applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favor of the Applicant only.

24.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

25. The Applicant shall use and occupy the Unit for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.

26. 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.

27.In case of joint Applicants all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant/s.

28. The Applicant shall inform the Company in writing of any change in the mailing address mentioned in the application failing which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant.

29. The Terms and Conditions mentioned herein shall be in addition to the terms and conditions of the Agreement. However, in case of any contradiction between the Terms and Conditions mentioned in the application and terms and conditions specified in the Agreement, the terms and conditions specified in the Agreement shall prevail.

30.All or any of the dispute/s arising out of or touching upon or in relation to the terms of this Application/provisional allotment letter or its termination, including the interpretation and validity 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 arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. The

Courts at Hyderabad shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/or concerning this Application, regardless of the place of execution or subject matter of this Application.

31. I/We have fully read and understood the 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 Buyer's Agreement, which shall supersede the Terms and Conditions, to the extent of conflict or inconsistency, 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 I/we

shall be liable for any default committed by me/us in abiding by the Terms and Conditions. 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 on the Unit applied for and/or allotted to me/us in any manner



Signature of 1st Applicant



Signature of 2nd Applicant

#### FOR OFFICE USE

	Program & Campaig											
Campaign Name	<u> </u>	mpaign Code										
7 0												
AD DSA	LGA TM E-Mark											
Referral Referred	P.v.	(Pls Specify)										
Referral Referred Customer												
Customer												
Unit No.												
cr. In		CP Code										
Channel Partner												
Location		Executive										
Payment Details												
Initial Amount Paid (Rs)		In words										
Instrument No.		Instrument Date										
Bank Name	N 1898	Branch										
Draitch												
Customer Status												
New Customer Existing Customer												
If existing, Customer ID	THE W Customer	Existing Customer										
Existing Unit No.		X X										
Existing Unit No.	1 1 1 1	XX										
Existing Unit No.		XX										
Existing Unit No.		X X										
Existing Unit No.		XX										
	Special Remarks	s(if any)										
	Check - Li	st										
(a) Booking Amount												
	es on all pages of application for	m at places marked as "X"										
	f PAN Card / Form 60 / Form 49											
		articles of association and board										
_	_	nder common seal of the company										
		ard remittance from the account of										
9	FCNR A/c of the Applicant(s)/											
	assport/foreign inward remittar	1 1 1 11										
	/NRO A/c of the Applicant(s)	ice from the account of the										
		ration certificate and authorization to										
purchase.												
		'										
X		X										
Name & Signature of Executive		Name & Signature of Manager										
<b>\</b>		~										
Authorised Signatory		Customer Care										
, actionisca signatury		Custonia. Cure										