

Application for allotment of a flat with

M/s Tierra Buildtech (P) Ltd.

Corporate & Sales Office: 27, Sulakhul Vihar, Dwarka, Sector 14, New Delhi-110078, India

Subject : Request for booking an apartment in your project "Shri Balaji ki Dhani" at Salasar, Rajasthan.

Dear Sir(s),

I/We, the undersigned, request you to book for allotment to me/us apartment number.....
(particulars of which are given herein-below) in your above referred project at Salasar, District-Sikar, Rajasthan.

..... Floor Studio/1BHK/2BHK/3BHK located in block "A" plot number..... measuring
..... sq feet of super built area together with lawns, terraces and other areas as given in the chart below.

My/Our particulars are given below:

Please affix your
Photographs
(size 35mm x 45mm)
here

SOLE OR FIRST APPLICANT(S)		(Compulsory to fill all the details)			
Name					
S/W/D of (in case of company, mention name and designation of authorized signatory)					
Date of Birth (in case of company, mention date of incorporation)		Nationality			
Correspondence Address		Pin <input type="text"/>			
Contact No.	Office	Resi.	Mobile		
Fax		E-mail			
Permanent Address		Pin <input type="text"/>			
Phone No.		STD/ISD Code			
PAN		Ward/Circle/Range (where assessed)			
Residential Status		<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident Indian <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/> Others (Please Specify)			
Occupation		<input type="checkbox"/> Service <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Any Other			
Organisation Name & Address		Pin <input type="text"/>			
Designation	Contact No.	Fax No.			

Signature of Applicant(s)

Please affix your
Photographs
(size 35mm x 45mm)
here

SECOND APPLICANT		(If any, compulsory to fill all the details)			
Name					
S/W/D of (in case of company, mention name and designation of authorized signatory)					
Date of Birth (in case of company, mention date of incorporation)		Nationality			
Correspondence Address					
		Pin <input type="text"/>			
Contact No.	Office	Resi.	Mobile		
Fax		E-mail			
Permanent Address					
		Pin <input type="text"/>			
Phone No.	STD/ISD Code				
PAN	Ward/Circle/Range (where assessed)				
Residential Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident Indian <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/> Others (Please Specify)				
Occupation	<input type="checkbox"/> Service <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional <input type="checkbox"/> Business <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Any Other				
Organisation Name & Address					
		Pin <input type="text"/>			
Designation	Contact No.	Fax No.			

PARTICULARS OF SPACE / BOOKING

1. Size: **Square Feet in Super Area**
 2. Block: A Plot Floor
 3. Particulars: **Furnished / Unfurnished**
 4. Option post possession: Signature of 1st applicant.....
- (A) Income plan with assured return (B) Income plan on actual return (C) Self Use Only

Please read Annexure "A" for costs

Signature of Applicant(s)

5. Total consideration	Area	Rate (in INR)	Amount
Basic Selling Price			
Floor charges			
Lawn / Terrace charges			
Park facing PLC			
Furnishing			
Power Back-up			
Club Membership			
Interest Free Maintenance Deposit			
Others			
Total			

6. Booking amount:...../- (Rupees Only) vide cheque/draft/pay order bearing No..... dated drawn on.....
If paid by any other mode, please specify:.....

Please note that all cheques/drafts/RTGS/NEFT should be in favor of **Tierra Buildtech Pvt Ltd**, (payable at New Delhi), OR NEFT/RTGS to HDFC Bank Current **A/C No. 02948640000219 IFSC code HDFC0000294**, favoring Tierra BuildTech Pvt Ltd. The company shall NOT be responsible for payments made to or in favor or any other person or company under any circumstances.

I/We have read & understood your payment plans & attached terms & conditions and undertake to be bound by the same. I/We declare that the particulars given herein-above are true and correct.

Signature of Applicant(s)

I/we enclose herewith, copies of following documents for your records and reference

(I) Proof of residence: Ration cards/Voter's identity cards/Passport/Driving License

(ii) PAN card(s)

(Additional documents in case of artificial persons like Company/Society/Firm/any entity)

(I) Memorandum and Articles of Association

(ii) Resolution in favour of signatory passed by Board/Governing body (in original)

(Additional documents in cases of partnership firms)

(i) Partnership deed

(ii) Letter of authority signed by all partners in favour of signatory

(Additional documents in cases of Foreign Nationals, PIO & NRIs)

(i) Passport & document regarding payment through NRE/NRO account

I/we understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I/we understand that unsigned or incomplete application can be rejected by the Developer at its sole discretion. I understand that if the particulars submitted by me/ourselves are found to be incorrect/suppressed or any vital information is concealed from you for the purpose of availing the booking in your project then you shall have discretionary right to cancel my booking/allotment at any time without serving any notice or assigning any reason to me/us.

Signature of sole/first applicant

Signature of second applicant (if any)

(With rubber seal in case of a Company)

(With rubber seal in case of a Company)

Name of Signatory

Name of Signatory

Designation

Designation

Date: Place:

Date: Place:

Declaration by Dealer/Broker/Facilitator/Intermediary (if any)

I confirm that the Basic Price for this booking is Rs..... per square feet and that all other charges as given in section "5" of this form are understood, acceptable and chargeable extra . I further confirm that the particulars given here in above are as per details given to me by the applicant. I understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above. I understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

(i) Name:

(ii) Comments (if any)

Signature of Dealer/Broker/Facilitator/Intermediary

Signature of Applicant(s)

(With rubber seal in case of a Company)

For office use only

Application received on by

Application received by : Sales : CRM :

Special remarks (if any)

Signature of Applicant(s)

Leverage Unlimited - Construction Linked Plan

Basic Price for calculation of installments	Shall include the BSP of the apartment + floor charges + lawn/terrace charges + park facing charges.
Booking Amount	Rs 1/2/3/4 lakhs for a Studio/1BHK/2BHK/3BHK respectively.
First Installment	25% of Basic Price/ (including booking amount) within 30 days from date of booking.
Second Installment	15% of Basic Price on commencement of construction.
Third Installment	15% of Basic Price on casting of ground floor.
Fourth Installment	15% of Basic Price on casting of first floor.
Fifth Installment	15% of Basic Price+50% of power back-up+50% of interiors on casting of second floor.
Sixth Installment	10% of Basic Price+ club membership+50% of power back-up+50% of interiors on completion of external plaster.
Seventh Installment	Balance payment including IFMS+ ALL other charges as per clause 5 above/Builder Buyer Agreement within 15 days of offer of possession.

Note:

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/P10 status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax along with corresponding installment/payment.
- (3) The Applicant shall be responsible to pay the installments as and when due and the Developer shall not be bound to raise the demand for such installments. Any failure to pay the due installments shall be an event of default and the Applicant shall be liable for the consequences of such default as provided in this document or subsequent communications made to the applicant.
- (4) Additional/Other charges applicable commonly to all applicants under concerned payment plan shall be payable by Applicant on proportionate area basis as per demand.
- (5) **Commitment Charges:** Developer expects that the lease rental from sub-leasing of the Unit under the assured return income option shall not be less than Rs.....per sq. ft. per month (inclusive of all taxes), accordingly the Developer agrees to compensate the Applicant for any deficit in the actual rent received from sub-leasing of the Unit for a period of 36 (Thirty Six) months from the date of offer of possession. During such period the Applicant agrees to make his Unit available for sub-leasing to the HMC (Hotel Management Company) as may be decided by Tierra BuildTech Pvt Ltd. In case the Applicant withdraws his Unit from the HMC (Hotel Management Company) or request for conversion of his Unit into "Self Use Only" Unit, the Developer's obligation under this clause shall cease with immediate effect. The commitment charges shall be paid on monthly basis after deducting TDS, Service Tax and other government levies if any.
- (6) The returns being offered under the scheme will be made and shall be the sole responsibility of Tierra Buildtech Pvt ltd, who are the developers, marketers and executors of the project. Balaji Ki Dhani and its partners as the land owners are indemnified from any and all such commitments and procedures.
- (7) In case of joint applicants, post possession Commitment Charges shall be payable in following proportion:

Applicant 1: _____

Applicant 2 : _____

Signature of Applicant(s)

Cash Discount Plan with 100% Down Payment

Basic Price for calculation of installments	Shall include the BSP of the apartment + floor charges + lawn/terrace charges + park facing charges.
Booking Amount	Rs 1/2/3/4 lakhs for a Studio/1BHK/2BHK/3BHK respectively.
First Installment	100% of Basic Price (including booking amount) less a cash discount of 10% on the amount as given in row one of clause 5 above, payable within 60 days from date of booking.
On Offer of Possession	All other charges as given in annexure "A" together with charges as mention in clause 5A above.

Note:

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/P10 status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax as applicable shall be payable extra in accordance with prevailing law/rule.
- (3) The Applicant shall be responsible to pay the installments as and when due and the Developer shall not be bound to raise the demand for such installments. Any failure to pay the due installments shall be an event of default and the Applicant shall be liable for the consequences of such default as provided in the enclosed terms and conditions.
- (4) Additional/Other charges applicable commonly to all applicants under concerned payment plan shall be payable by Applicant on proportionate area basis as per demand.
- (5) **Commitment Charges:** Developer expects that the lease rental from sub-leasing of the Unit under the assured return income option after handover of possession shall not be less than Rs.....per sq. ft. per month (inclusive of all taxes), accordingly the Developer agrees to compensate the Applicant who opts for the Unit under the income option Unit, after handover of possession for any deficit in the actual rent received from sub-leasing of the Unit for a period of 36 (Thirty Six) months from the date of offer of possession. During such period the Applicant agrees to make his Unit available for sub-leasing to the HMC (Hotel Management Company) as may be decided by Tierra BuildTech Pvt Ltd. In case the Applicant withdraws his Unit from the HMC (Hotel Management Company) as may be decided by Tierra BuildTech Pvt Ltd or request for conversion of his Unit into "Self Use Only" Unit, the Developer's obligation under this clause shall cease with immediate effect. The commitment charges shall be paid on monthly basis after deducting TDS, Service Tax and other government levies if any.
- (6) The returns being offered under the scheme will be made and shall be the sole responsibility of Tierra Buildtech Pvt Ltd, who are the developers, marketers and executors of the project. Balaji Ki Dhani and its partners as the land owners are indemnified from any and all such commitments and procedures.
- (7) In case of joint applicants, post possession Commitment Charges shall be payable in following proportion:

Applicant 1: _____

Applicant 2: _____

Signature of Applicant(s)

Note:

- (1) The Applicant(s) shall have an option to switch to any other payment plan within 60 days of booking, subject to such condition as may be determined by the Developer from time to time. The Applicant(s) shall send their request to the Developer indicating their intention to switch to any other payment plan and shall comply and fulfill the minimum threshold requirement for commencement of return within 30 days of exercise of option to switch to another payment plan. The option to switch to another payment plan shall be available only once and option once exercise shall be final and binding on the Applicant. The Applicant(s) agrees to execute such documents and agreement as may be desired by the Developer in this regard.
- (2) Assured returns on pre-possession installments shall be made from the date of receipt of installments provided that the installments are made in full and that there is no previous default or outstanding what-so-ever. The interest on such installments shall be commensurate to the respective scheme that the applicant has opted for.

* Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. One square feet = 0.093 sq. mtr.

* Payment terms are to be read along with the terms & conditions stated in the Booking Application Form. All payment through cheques/DD or any other modes are subject to realization to the account of the developer.

Applicant 1: _____

Applicant 2 : _____

Signature of Applicant(s)

TERMS AND CONDITIONS

The following terms & conditions along-with the attachments and the annexure(s) forms an integral part of the application for booking/ allotment on in the project named Shri Balaji Ki Dhani, Salasar Rajasthan being constructed & developed by Tierra BuildTech Pvt Ltd. The chain of title and the rights of the developer M/s Tierra BuildTech Pvt Ltd has been fully described in the recital and marked as annexure "B".

1. Applicant(s) has checked, verified and appraised himself with the title and all laws, rules, regulations, notifications, circulars, policies of Government The applicant has fully satisfied himself about the interest/title of the Developer in the Land and has understood all limitations and obligations in respect thereof.
2. Applicant(s) understands and acknowledges that building plans for the Project named "Shri Balaji Ki Dhani"; specifications, quality, standard & quantity of material to be used in construction of the Project named "Shri Balaji Ki Dhani" and nature of facilities to be provided in the Project named "Shri Balaji Ki Dhani", as may be shared with the Applicant(s) is tentative. The Applicant further agrees that the Developer may affect such variations, additions, alterations, deletions and modifications to the plans, specifications and facilities as may be appropriate for the project or as advised by the consultant/architect or as may be required any competent authority.
3. The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Unit and the Developer reserves the right to accept or refuse the application of the Applicant(s) without assigning any reason. The applicant agrees and acknowledges that mere submission of the application and encashment of the booking amount creates no interest of the Applicant in the Unit unless the booking is accepted by the Developer. Notwithstanding the encashment of cheque/demand draft/pay order for the booking amount, in case the Developer refuses to accept the booking for the Unit due to any reason whatsoever, in that eventuality the refund of the amount received from the applicant(s) without any interest shall be the complete discharge of all obligations on the part of the Developer. The Applicant(s) thereafter shall have no other right title, claim or interest of whatsoever nature in the Unit/Project named "Shri Balaji Ki Dhani" or against the Developer. The Applicant(s) specifically agrees that the allotment of the Unit shall be subject to strict compliance of all terms and conditions of this application and of the agreement to be executed by the Developer for occupation and use and such other conditions as per the applicable laws..
4. The Applicant(s) has clearly understood that this application is not an assurance or offer of allotment or allotment or an agreement and the applicant(s) do not become entitled to any allotment in the above named project notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the booking amount. The booking shall be deemed to have been accepted by the Developer only after the applicant(s) signs and executes the "Builder Buyer Agreement" ("Agreement") in the Developer's standard format and the applicant agreeing to abide by the terms and conditions laid down therein.
5. Amount equivalent to 20% (twenty percent) of Basic Price shall be deemed to be 'earnest money' for Unit being booked by applicant(s) in the Project named "Shri Balaji Ki Dhani" and to ensure compliance with the terms and conditions mentioned herein as well as for compliance with the terms of the Agreement to be executed with the Developer. In case, applicant(s) violates any term or condition of application/Agreement pertaining to the allotment of the Unit or default in payment of basic price/ or other charges demanded by the Developer or fails to sign or execute the Agreement and other documents/agreements in the Developer's standard format, the developer shall have the right to cancel the allotment and forfeit the earnest money along with return paid to the applicant till such date of cancellation and brokerage paid to the broker in respect of such booking along with applicable service tax on such amounts, if any.
6. In case the applicant(s) wishes to modify/change/ the Unit the applicant(s) shall be liable to pay Rs.30,000/- (Rupees thirty thousand only) as well as the costs and charges of the new unit less the costs and charges of the original unit booked/applied for. In the event that the applicant wants to make a transfer/change the name of the applicant(s), the first name change/transfer shall be done without any charge by the company. However applicable taxes, levies, duties, to the government statutory authorities if any will have to be borne by the applicant(s).
7. In the event of withdrawal of the application/cancellation of the booking the Applicant(s) shall not be entitled to receive any return on the investment in terms of the "Assured Returns Scheme" and any return/interest paid shall be deducted in addition to the earnest money as defined above.
8. Size of the units mentioned in application is only tentative. The developer shall Endeavour that size of said space does not vary by more than ten percent from what has been stated in the application. In any case accounts between developer and applicant(s) will be settled on the basis of the actual super area which the applicant(s) will finally get.
9. In addition to the Basic Price/, the applicant(s) has also agreed to pay charges/deposits as given in paragraph chart 5A. Charges for any equipment(s)/facilities in addition to standard specifications including but not limited to power back-up installation, water/sewage treatment plants, utility connection, installation of fire fighting equipments, pollution control equipment/devices, maintenance charges, sinking fund, setting up of electrical sub-station, electrification, permission to lease charges, and any other charges/levies as determined by the developer from time to time shall be payable by the Applicant(s) proportionate to the area of the Unit. The list of charges mentioned herein are only indicative and not exhaustive and shall be determined by the Developer. These charges/deposits shall be as specified or as per then prevailing industry standards.
10. All taxes, levies, statutory charges, fees etc. (by whatever names they be called) applicable on the Unit or on any payment made or to be made by applicant(s) shall be borne & paid by applicant(s). Further if any taxes, levies, statutory charges, fees etc. is imposed on the Project or on the Land, the applicant(s) shall pay the same in proportion to the super area of the Unit,
11. Timely payment by applicant(s) of installments of basic price/ and other charges, fees, etc., as per payment plan opted by applicant(s) or as demanded by the Developer is the essence of this transaction. In case applicant(s) fails to pay any of the installments/charges/fees,etc. in time, developer may at its discretion cancel applicant(s) booking/allotment and forfeit the earnest money, demand a refund of the return/interest, if any, paid till the date of cancellation or deduct the same along-with brokerage paid/payable in respect of such booking/allotment from the money refundable to the applicant. The Developer may opt to continue the booking/allotment and allow the Applicant(s) to make payment of defaulted amount along with interest at the rate of 18% per annum or such rate as determined by the developer from time to time for delayed period subject to a maximum of three months delay after which the allotment shall be cancelled and the earnest deposit along-with interest paid on the assured return scheme shall stand forfeited. Any act of the Developer to continue the booking/allotment shall not deem to constitute waiver of the default committed by the Applicant(s).
12. Applicant(s) shall make all payments by way of cheques/drafts/pay orders/ issued in favour of **Tierra Buildtech Pvt Ltd**, (payable at New Delhi), OR NEFT/RTGS to HDFC Bank Current A/C No. **02948640000219 IFSC code HDFC0000294**, For all cheques/drafts/pay orders the date of realization shall be taken as the date of payment. In case any instrument issued by the Applicant(s) is dishonored for any reason whatsoever, the Applicant(s) agrees that dishonour of cheque tantamount to breach of the terms of Application and the Developer shall be entitled to cancel the booking/allotment of the Unit at any stage or may there after accept payment by draft/pay-order only towards such defaulted amount subject to such terms and conditions as it may specify including levy of appropriate charges.
13. In case the applicant(s) opts for a payment plan with return, the applicant(s) shall be entitled to get returns as per the terms and conditions of the said payment plan, provided the applicant(s) has not committed default in payment of installments and/or other charges. fees, etc. in accordance with said plan. In case of default in payments as per payment plan opted by applicant(s), developer shall be released/discharged from its all liabilities to pay any return. However if applicant(s) subsequently pays the defaulted amount with applicable interest, developer shall resume the payment of return as per the opted payment plan from the date of payment of defaulted amount along with applicable interest. The Applicant shall not be entitled to any return for the period of default.
14. All expenses including Stamp Duty, Registration Fee, leasing fees, Legal and miscellaneous charges involved in its execution and registration of the unit shall be borne by applicant(s). Any failure of the Applicant(s) to execute and register the conveyance deed within 30 days of request for registration, the Developer shall be released of all its liabilities including liability to pay any return/charges as per the payment plan and the Applicant(s) shall be solely responsible for any damage/loss to the Unit. On execution and registration of the deed, the Applicant(s) shall be solely and exclusively entitled to the benefit arising out of the Unit.

15. Since construction of the Project named "Shri Balaji Ki Dhani" is a large project, developer shall construct the same in phases. Irrespective of whether construction of other phase(s) is complete or not, developer may offer possession of the Unit after completion of construction of building/plot, wherein the Unit is situated. The occupancy certificate shall not be pre-condition to the offer of possession by the developer. Applicant(s) must take the possession of the Unit within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining building/plot(s)/facilities/infrastructure etc in Project named "Shri Balaji Ki Dhani". All major common facilities shall be completed and provided only after completion of construction of all phases.
16. Developer will give possession of the Unit in unfurnished/furnished condition as opted for by the buyer in this application or as per the change requested for and accepted in writing by **Tierra BuildTech Pvt Ltd**. In such a case the furnishing shall be completed within 150 days from the date of receipt of the monies/payments that have been charged/demanded on account of furnishing/interiors.
17. Developer shall endeavor to offer possession of the Unit within a period of three years from the date of execution of "Builder Buyer Agreement" of the Unit and shall be entitled to a grace period of 6 months after expiry of three years. If construction of Project named "Shri Balaji Ki Dhani"/building is delayed due to any reason beyond the control of Developer or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government or any other public authority then the Developer shall be entitled to reasonable extension of time without any compensation, penalty or damage. The liability of the Developer to offer possession shall arise only if the Applicant is regular in payment of all amounts of installments and charges as and when demanded by the Developer or has fallen due, and the buyer has complied with the terms and condition of this application and the Builder Buyer Agreement to be executed between the Developer and Applicant(s). In the event of any delay in construction of concerned phase of said Project named "Shri Balaji Ki Dhani" or delay in offer of possession of said space due to reasons other than those given above the developer shall pay to the applicant/allot-tee/buyer damages/compensation/penalty/interest to the extent but not exceeding the rate of return that the buyer is getting as assured return in the scheme they have opted for. This shall be on the basic value of the unit booked. Such returns shall be applicable only on the basic price/value of the unit as given in paragraph 5A above and subject to the condition that the buyer/applicant has not defaulted in payment of any of the installments/dues to the builder/developer. For applicants who have not opted for an assured return the compensation shall be calculated at INR 10/- rupees per square feet per month of the unit booked.
18. Developer shall be always free to raise/construct additional floor/units in the building or any additional structure in the Project named "Shri Balaji Ki Dhani" and to allot/transfer the same to any person(s) on such terms and conditions, which the developer may deem fit and proper. Developer may change the lay-out plans, building plans and/or floor plans of buildings/structures in said Project named "Shri Balaji Ki Dhani" in such manner, which the developer may deem fit and proper.
19. It is understood and agreed by the applicant(s) that by entering into the agreement with the HMC, for the purpose of getting a lease rental post possession, their unit(s) shall be individually and or collectively be used as a serviced apartment/retirement home/holiday home etc, in which case it shall be rented out as per the terms of the HMC who shall manage and maintain the said unit. The applicant(s) unit and the rights therein shall be assigned to the HMC for the period of lease that the applicant(s) has opted for.
20. Applicant(s) may transfer/assign his rights/claims/interests in the Unit subject to the terms and condition laid by the Developer in this regard including payment of transfer charges, if any. However, there will be no charges for first transfer of the Unit. Any transfer/assignment of booking shall be permitted only after the execution of the Builder Buyer Agreement between the developer and the applicant. Any addition of a new party and deletion of an existing party shall be deemed as transfer for the purpose of this clause and shall be subject to the terms mentioned in this clause. Further, any request for change in the booking including but not limited to change in the status of the applicant(s) in the agreement or order of the applicant(s) in case of joint applicant or modification in interest of the applicant including entitlement to return as per payment plan or change in the area allotted, reissue of return/charges cheques shall be subject to approval of the Developer and as per the policies of the Developer that may include levy of appropriate charges/fees.
21. Applicant(s) of unit (s) under the post possession income/lease option scheme voluntarily agree to submit their units to a body, that may be an incorporated body/company/firm/ that the developer has entered into an agreement with herein or hereafter referred to as "HMC (Hotel Management Company) this is to facilitate leasing of the units of such Applicant(s) collectively for the benefit of such Applicant(s). The HMC (Hotel Management Company) shall be an independent entity and the applicant/buyer shall be required to enter into a separate agreement with the HMC to facilitate the lease option being offered by the developer post possession. The HMC (Hotel Management Company) shall either use or allow use or further use/sub-lease/rent/let etc the unit (s) to facilitate the post possession lease rentals by the developer. The HMC shall after deducting its total expenses, brokerage, fees, commission, charges, profits etc payable for sub-leasing/rent/let-out etc of the Unit, reimburse to the developer income generated from use/sub-lease/rent/let etc of the Unit as per its Rules. Such expenses, brokerage, fees, commission, charges, profit etc and shall be decided between the developer the HMC. Taxes and duties as may be applicable by the Government or local authorities shall be charged and deducted before the reimbursement in addition to the above. The Applicant(s) further agrees and acknowledges that once they submit their unit to the HMC, they shall be able to withdraw their unit only with the approval of the HMC. Unit(s) under the income/lease option will be dealt with in accordance with the terms of this clause, application, builder buyer agreement, conveyance deed together with the terms of agreement with the HMC.
22. The Developer shall assist the Applicant(s) with the post possession arrangement with the HMC (Hotel Management Company) and the Applicant(s) agree to cooperate with developer in executing with the HMC (Hotel Management Company) necessary documents in this regards. Any failure of the Applicant(s) to cooperate with developer in establishing, facilitating the HMC (Hotel Management Company) or to execute/provide necessary documents, the developer will be immediately released/discharged from all its liabilities towards such commitments to the Applicant(s).
23. The Developer expects the unit under the income option to be sub-leased at a rent not lesser than the "Commitment charges" mentioned in the payment plan and accordingly agrees to compensate the Applicant(s) to the extent of the deficit of actual rent received by the Applicant(s) from sub-letting of his unit(s) in case the rent payable on sub-letting of the unit (s) under the income option is lesser than the Commitment Charges. The Developer agrees to compensate for such shortfall only for the period indicated in the payment plan. The Developer's obligations mentioned herein shall cease to exist in case the Applicant withdraws their Unit from the HMC or requests for conversion of the Unit under the income option Unit to a "Self Use Only" Unit. In the event that the income from the lease activity is more than the "Commitment Charges" the excess of the income shall be equally shared by the developer and the applicant/buyer.
24. On request of the Applicant who has opted for a unit for "Own use only", the Developer may convert their Unit to the income option Unit provided that the cost related to conversion of the Unit shall be borne by the Applicant and subject to the feasibility of converting the Unit to the income option Unit and such request is made within six months of the date of this application and shall be subject to such terms and conditions as may be determined by the HMC.
25. The maintenance charges of Rs.2 per sq feet per month of the super area shall be payable to the HMC in addition to charges for electricity, water, sinking fund or any other charges that become necessary at the discretion of the HMC. All such charges shall become due on the 15th of every month for the bills raised for the previous month. Interest at 18% per annum payable monthly shall be charged if the payment is not received with the due date. In the event of default the HMC shall deduct all dues before repatriating the lease rentals for the units under the income plan. Such charges as given in this clause shall not be payable for the period that the unit is under the post possession income plan and has been wrested/assigned with the HMC. However, once the unit is withdrawn from the income plan or at the end of the contract/agreement has been handed back to the applicant, these charges or charges that may be applicable at that point of time shall become payable from the following month along with all other terms and conditions given herein.
26. The purchaser at his/her discretion and cost may avail housing loan from bank/financial institution. The purchaser shall endeavor to obtain necessary loan sanctions within 30 days from the date of provisional booking. The builder shall under no circumstances be held responsible for non-sanction of the loan to the purchaser for whatsoever reason. The payment of installments to the builder shall not be linked and/or subject to the housing loan availed/to be availed by the purchaser.

27. The builder shall deliver the possession of the completed Flat to the purchaser only on payment of all dues to the builder.
28. Other terms and conditions mentioned in Sale Agreement/Deed and Construction Contract shall apply.
29. Applicant(s) understand and agrees that following charges shall always be attached to all units not wrested/assigned or under contract/agreement with the HMC under the post possession income plan. The area details of the unit shall be as given in clause 5:
 - a) Common area maintenance charges (i.e., CAM) [For providing common services and facilities.
 - b) Contribution to Sinking Fund [This fund will be used for major repairs or replacement or purchase of new equipments for common use]
 - c) Interest Free Maintenance Security d) Charges for consumption of water e) Cost of insurance of building of said Project named "Shri Balaji Ki Dhani"
 - f) Any other charges as may be determined by the developer and/or the HMC. From time to time.
30. Charges mentioned in clause 29 shall be payable by all applicants/buyers not under the income plan to the HMC for rendering common services in said Project named "Shri Balaji Ki Dhani". These charges shall be in accordance with the then prevailing industry standards. These charges shall be payable with effect from expiry of thirty days from the date of offer of possession by developer. In case of vacant Unit(s) the Developer pays the charges mentioned in clause 29.
31. Subject to what has been stated in other clauses of this Application, on execution of the Agreement, the Applicant(s) shall not be entitled to seek cancellation of allotment/agreement. However Developer may in its sole discretion/prerogative accept applicant(s) request, which request must be accompanied by 'No objection certificate' of broker, to cancel the allotment/agreement, but in such a situation developer shall be entitled to forfeit the earnest money, return paid till date of such cancellation and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by developer on Applicant(s) booking from amount refundable to the Applicant(s). In no case the Applicant(s) shall be entitled to any interest on the money paid by the Applicant(s) under this booking/Agreement.
32. Basic price/ for the Unit and all other charges including CAM charges shall be calculated on the basis of 'super area'. 'Super area' includes the area of the Unit and proportionate share of common areas/spaces in said Project named "Shri Balaji Ki Dhani". Total efficiency of a floor plate will be about 75% to 80% of the total super area.
33. The Developer is hereby permitted to raise finance/loan from the financial institution/bank by way of mortgage/charge/securitization of receivables of applicant(s) space subject to the space being free of encumbrances at the of raising such finances.
34. In case of abandonment of project by the Developer due to cancellation of the project approvals/permits by the competent authority or for any other reason, the Developer is not in a position to allot/deliver the possession of the Unit, the Developer's liability shall be limited to the refund of the principal/basic price only as paid by the Applicant. In the case of applicants who have not opted for any assured return during the pre possession period amounts paid against the principal/basic price along with interest not exceeding 9% per annum shall be refunded. The Developer shall not be liable for any other compensation, interest, damage loss of appreciation/opportunity etc. The Applicant(s) do hereby undertakes that the decision of the Developer in this regard shall be conclusive, final and binding on the Applicant(s).
35. Developer shall execute a "Builder Buyer Agreement" regarding the Unit only after receiving the minimum amount under the payment plan opted by the Applicant(s) that entitles the Applicant(s) to return under the opted payment plan except in case of no-return plan where the Developer shall execute the "Builder Buyer Agreement" only on receipt of at least 25% of the basic price/ as per the payment plan opted. However, prior to execution of "Builder Buyer Agreement", the developer may at any stage and at any time reject/cancel the applicant's application unilaterally without assigning any reason. In case of such rejection/cancellation by developer, applicant(s) will be entitled only to the refund of amount paid by him to developer without any interest/penalty/damages/compensation.
36. Foreign applicant(s), applicant(s) having NRI/P10 status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorized accounts/channels. Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favor of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, booking/allotment of unit shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for unit after deducting broker's commissions/discounts.
37. Developer shall send all letters/notices and communications to the sole/first applicant(s) at his address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first applicant(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch. Developer shall not be liable to send separate communication, letters and notices to the second applicant(s) or to applicant(s) other than the first applicant(s).
38. No one, (including any broker/dealer or even any employee of developer) is authorized to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of developer.
39. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
40. In case of any dispute between the parties hereto (including their successors) concerning accompanying application Of matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated/appointed by developer. Venue of arbitration shall be at New Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996.
41. This application and the transaction contained herein shall be governed by laws of India. Save and except provided in Clause 38 herein, the Courts at New Delhi shall have exclusive jurisdiction in all the matter arising out of and/or concerned this application/booking of Unit.

Signature of sole/first applicant Signature of second applicant (if any)

(With rubber seal in case of a Company)

(With rubber seal in case of a Company)

Name of Signatory .

Name of Signatory

Designation

Designation

Date: Place:

Date: Place:

ANNEXURE A

SCHEDULE OF CHARGES:

Basic Sale Price	As applicable
Car Parking Charges	Inclusive in BSP
Internal Development Work	Inclusive in BSP
External Development Charges	Inclusive in BSP
Interest Free Maintenance Security (IFMS)	Rs. 40/- per Sq. Ft
Club Membership Fees	Rs. 40,000/-
Power Back up cost per KVA	Rs 15,000/-

Preferential Location Charges (PLC)

Ground Floor	Rs.100/-per sq.ft.
First Floor	Rs.50/-per sq.ft.
Facing Green	Rs.100/-per sq.ft.
Terrace charge	Rs.1000/-per sq.ft.
Interiors for assured return plan	Rs.500/-per sq.ft.
Interiors for returns on actual	Rs.450/-per sq.ft.
Private Lawn charge	Rs.750/-per sq.ft.

Note:

Service tax or any tax payable extra as applicable.

Scheme subject to revision/availability/withdrawal at any time.

1 sq mtr = 10.764 Sqft

Minimum Power Back up mandatory:

	Non Income Option	Income Option
• Studio:	1 KVA	2.5 KVA
• 1 BHK:	1.5 KVA	4 KVA
• 2 BHK:	2 KVA	5.5 KVA
• 3 BHK:	3 KVA	7 KVA

Furnishing is mandatory for those going for lease option.

Maintenance charges after possession will be Rs 2 per Sq Ft or as may be decided/increased by the HMC

ANNEXURE B

“THE RECITAL”

“BALAJI KIDHANI” SITUATED AT KHASRA NO. 368/3 (MEASURING 4011 SQ. MTR.), 368/7 (MEASURING 15150 SQ. MTR.), 368/5 (MEASURING 4500 SQ. MTR.) & 368/6 (MEASURING 15150 SQ. MTR.) SITUATED AT GRAM JULIYASAR, TEHSIL LAXMANGARH, SIKAR.

The property Khasra no. 368, situated at Gram Juliyaasar, Tehsil Laxmangarh, Sikar was acquired by Smt. Sajjan Kanwar vide certified sale deed dated 13.09.06 executed by Shri Heera Lal and registered with Sub Registrar, Sikar, Rajasthan. The property bearing Khasra no. 368 was then acquired by Shri Sandeep Sutodiya, S.M. Modi and Sons HUF and Shri Alok Kejariwal through registered sale dated 04.10.06 executed by Smt. Sajjan Kanwar and registered with Sub Registrar, Sikar, Rajasthan.

A portion of the property was sold to Dhriti Agro Pvt. Ltd. by Shri Sandeep Sutodiya together with S.M. Modi and Sons HUF through registered sale dated 7th March 2007 and registered with Sub Registrar, Sikar, Rajasthan.

The owners applied for conversion of land usage from agriculture to residential purpose. The District Collector, Sikar issued conversion order for the land vide order dated 20.08.08 to Shri Sandeep Sutodiya in respect of Khasra no. 368/6 and order dated 05.09.08 to S.M. Modi and Sons HUF through karta Rajeev Modi in respect of khasra no. 368/7 and order dated 05.09.08 to Shri Alok Kejriwal in respect of khasra no. 368/5 and order dated 21.12.09 to Dhirti Agro Farms Pvt. Ltd. in respect of khasra no. 368/3.

Shri Sandeep Sutodiya, S.M. Modi and Sons HUF, Alok Kejariwal and Dhriti Agro Farms Pvt. Ltd. Entered into partnership to develop the scheme to be known as “Balaji Ki Dhani”. Balaji Ki Dhani through its partners then applied to the District Town Planning Committee, Sikar, Rajasthan for approval of the scheme under the township plan. The committee approved the plan in its meeting dated 21.12.2010 and the approval with residential and commercial sanction was given by the District Town Planner vide letter dated 12.01.2011.

The said partnership firm M/s Balaji Ki Dhani then entered into development, construction and sale agreement with M/s Tierra BuildTech Pvt. Ltd. to develop the residential scheme vide an agreement dated 01.11.2012.

Signature of Applicant(s)