

APPLICATION FORM

Date of Booking: _____

Customer Code No.: _____

Sales Order No.: _____

Arvind Smart Value Homes Limited
1008-1009 10th Floor
Venus Atlantis,
Opp. Safal Pegasus,
100 ft. ring road,
Prahladnagar,
Ahmedabad - 380 015

Dear Sir,

I/We request/offer that I/we may be registered for provisional allotment of a Residential Apartment/Flat (as mentioned in this Application Form) in the Complex "Shubh Griha" situated at village Moti Bhoyan, Taluka Kalol Dist. – Gandhinagar Pin Code 382721, bearing Consolidated Block No. 1263 (part) (hereinafter referred to as "said Land") to be developed by Arvind Smart Value Homes Limited (hereinafter referred to as "ASVHL").

I/We remit herewith a sum of Rs. [] (Rupees []

[]

[] only) drawn on

[] Bank,

Demand Draft / Pay Order / Cheque No. [] Dated [D][D][M][M][Y][Y][Y][Y]

in favour of "ASVHL" _____ A/C" payable at Ahmedabad payable at par as 'Application Money'.

(Please fill in relevant portions of this APPLICATION FORM for Individual/Joint or Other Entity. Strike out portions that are not applicable and deposit this APPLICATION FORM in full.)

First Applicant's Signature

1

Second Applicant's Signature

COMPANY AS AN APPLICANT

Name of Company:

Date of Incorporation:
(Please leave a space between each part of the address)

Correspondence Address :

City State Pin Code

Registered Address : Tick here if same as correspondence address

Flat Number Tower Name

Building Name

Locality / Road Name

City State Postal Code (PIN)

Name of the contact person:

Phone: Home:
Country Code City/STD code

Work:
Country Code City/STD code

Mobile:
Country Code

Email:

Company PAN Card (Mandatory):

LIST OF DOCUMENTS/ DETAILS TO BE PROVIDED BY THE APPLICANT/ SECOND APPLICANT

1. Application money via Demand Draft/ Pay Order / Cheque
2. Name of the Applicant and the Application Number behind the demand draft/pay order/cheque and all supporting documents. Authorization/ POA to be duly attested where a person is signing the Application
3. PAN No. & copy of PAN Card / Undertaking
4. Copy of Company Identification Number and Certificate of Incorporation
5. Email ID and Mobile No. of the Applicant/ Second Applicant
6. Proof of Residence (ration card/ electricity bill/ phone bill/ driving license/ voter's identity card)
7. Relationship disclosure/s made in Annexure C above
8. If the Applicant/ Joint Applicant being a Resident Indian, a true copy of their valid Passport to be furnished.
9. If the Applicant/ Joint Applicant being a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO), true copy of their valid Passport & documents evidencing NRI/PIO status.
10. Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or Hindu Undivided Family (HUF) or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate), as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card). Also copy of Memorandum of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
11. For Partnership Firm, a Partnership Deed along with authority in favour of Partner to sign application/documents
12. For Trust, a Trust Deed
13. Form submitted through authorized representative
14. First Applicant and Second Applicant's signature on all pages of the Application Form at portions indicated at the bottom of the page

Name & Signature of the Receiving Officer
(Confirming receipt of all the documents)

GENERAL TERMS & CONDITIONS

1. WHO CAN APPLY

1(a) Who can apply:

An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Person of Indian Origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only one natural person is permitted.

1(b) Change of Residential Address:

Applicants are required to keep ASVHL informed in lieu of changes of their residence status in writing.

1(c) Comply with Provisions:

The Applicant(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/ or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant(s) shall also furnish the required declaration to ASVHL on the prescribed format, if necessary. All refunds, if any, shall, however, be made in Indian Rupees only.

1(d) ASVHL's non-liability:

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority, the amount paid towards booking and further consideration will be returned by ASVHL as per rules without interest and the allotment cancelled forthwith and ASVHL will not be liable in any manner on such account.

1(e) Foreign remittance:

In case of foreign remittance, the net amount credited to Bank shall be taken as amount received and necessary bank charges shall be borne by the Applicant(s)/Allottee(s).

1(f) Obtaining Permission:

The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from appropriate authorities for the purchase of the Apartment/Flat and ASVHL shall not be responsible for the same. The Applicant/s shall keep ASVHL informed about the status of the requisite permissions. Allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and further consideration will be returned by ASVHL as per rules without interest and the allotment cancelled forthwith and ASVHL will not be liable in any manner on such account. The Applicant/s shall cease to have any right title and / or interest in the unit.

2. ALLOTMENT

2(a) **Apply for Allotment:** The Applicant(s)/Allottee(s) has/have applied on the terms and conditions as agreed and set forth herein, for allotment of an Apartment/ Flat in the complex to be developed on the said Land by ASVHL.

2(b) Applicant(s)/Allottee(s) shall mean and include: his/her/their/heirs, executors, administrators, successors and legal representatives.

2(c) **Knowledge of laws, notifications etc:** That the Applicant(s)/Allottee(s) has/have applied for allotment of an Apartment/ Flat in the complex with full knowledge of the laws, notifications, rules and

regulations applicable to the said Land/complex and has fully satisfied himself /herself/ itself about the right and interest of ASVHL in the said Land/complex.

- 2(d) **Provisional Allotment:** The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'provisional allotment' and will remain so till such time a formal registered Agreement, is executed by ASVHL in favour of the Applicant(s)/Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to ASVHL.
- 2(e) **Abide all laws, rules etc:** That the Allottee(s) hereby undertakes that he/she/it shall abide by all laws, rules and regulations and terms and conditions of the concerned Authorities and/or of the Government of Gujarat, the Local Bodies and/or other authorities applicable to the said Land and/ or the complex.
- 2(f) **Verification of documents:** The Applicant(s)/Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles ASVHL to allot the Apartment/ Flat and such allotment of the Apartment/ Flat to the Applicant(s)/Allottee(s) shall be made by ASVHL on the terms and conditions as contained herein.

3. APPLICATION PROCEDURE

- 3(a) Application signed by the Applicant(s): The completed Application Form shall be duly signed by Applicant/s and submitted along with the Cheque / Demand Draft / Pay Order in favour of "ASVHL _____ A/c" (_____ Branch)", payable at par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure 'A'.
- 3(b) Acknowledgment of Receipts by ASVHL: ASVHL or its authorized agents will acknowledge receipt of the Demand Draft Bank Draft/ Pay Order/ Cheque by signing the acknowledgment slip. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- 3(c) Dishonour of the Cheque: If any of the cheque submitted by the Applicant(s)/Allottee(s) to ASVHL is dishonoured for any reasons then ASVHL shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/Allottee(s) would be required to tender/s a Demand Draft of the same amount to ASVHL within ten (10) days from the date of dispatch of such intimation by ASVHL and the same shall be accepted subject to 'Dishonor Charges' of Rs.2000/- (Rupees Two Thousand only) (taxes shall be extra, if applicable) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of ASVHL subject to provisions in Clause No.6(b) hereunder.

4. ALLOTMENT PROCEDURE

- 4(a) **Communication Date:** ASVHL will communicate its decision to the Applicant(s)/Allottee(s) within a period of 120 Days (One Hundred and Twenty Days) from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- 4(b) **Communication Letter:** If the Application is accepted by ASVHL, the Applicant(s)/Allottee(s) will be sent a communication within the time mentioned above to that effect by way of an Allotment Letter (hereinafter referred to as "the said Allotment Letter") and thereafter an Agreement for Sale of the allotted Residential Apartment/Flat (hereinafter also referred to as "Agreement") will be executed between ASVHL and the Applicant(s)/Allottee(s). The terms and conditions of the Agreement shall be as may be decided by ASVHL in its sole and unfettered discretion.
- 4(c) **Terms & Conditions:** The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement and also agree/s to sign the Agreement formally accepting the terms of sale and the Applicant(s)/Allottee(s) agree/s to comply with all statutory requirements as applicable.

- 4(d) **Acceptance of Application by ASVHL:** On acceptance of the Application by ASVHL, the application money shall be treated as 'Application Money' towards the Flat /Apartment. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

5. REJECTION AND REFUNDS

- 5(a) **Rejection of Application:** Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application(s) containing information known to the Applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect are detected at any point of time even if allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable administrative charges as stated in Clause 6(b).
- 5(b) **Refund of Application Money:** Application money received from the Applicant/s will be refunded without interest to the Applicant(s) who are unable to get an allotment from ASVHL and Cheque for such refund shall be dispatched within 60 (sixty) days from the date of receipt of the communication of non-allotment.

6. TIMELY PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- 6(a) It shall be incumbent on the Applicant(s)/Allottee(s) to comply with the terms of payment in respect of the Apartment/Flat and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
- 6(b) Payment of installment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of ASVHL to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottee(s) are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned in Clause 7(b)(i) below.
- 6(c) In case of cancellation, ASVHL shall deduct the charges as provided in Clause 7(b) and the Applicant(s)/Allottee(s) shall have no right, title, lien, claims or demands against the allotted Apartment/Flat. All amounts paid by the Applicant(s)/Allottee(s) on various accounts will be refunded without any interest after deduction of administrative charges as stated in Clause 7(b). In addition to the above, ASVHL shall also forfeit the full amount of VAT/Service tax collected/payable by the Allottee(s) upto the date of the cancellation.

7. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT BY THE APPLICANT

- 7(a) Withdrawal of Application before Allotment: Applicants may withdraw their application prior to the allotment and may get full refund of the Application money without any interest.

7(b) Cancellation of Allotment by ASVHL:

I. Before execution of Agreement:

The Applicant(s)/Allottee(s) shall be entitled to cancel the allotment any time before the execution of the Agreement and upon such cancellation, ASVHL shall refund the monies by the Applicant(s)/Allottee(s) as per the relevant provision of the relevant Act on the date of cancellation without interest subject to forfeiture of following sums as detailed hereunder:

- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price along with applicable taxes shall be forfeited and the balance, if any, shall be refunded (without interest).
 - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation, shall be forfeited.
 - (iii) All monies are payable up to the date of cancellation
- II. On default of payment before execution of Agreement:
On default of payment by the Applicant(s)/Allottee(s), ASVHL shall be entitled to cancel the Allotment anytime before execution of the Agreement and upon such cancellation ASVHL shall refund the monies paid by the Applicant(s)/Allottee(s) as per the relevant provision of the relevant Act on the date of cancellation without interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price along with applicable taxes and the balance, if any, shall be refunded (without interest).
 - (ii) Interest due in case of default, calculated till date of issue of termination letter.
 - (iii) All taxes paid and payable up to the date of cancellation
- III By ASVHL:
ASVHL shall exercise the said right of cancellation/ termination of the said allotment Letter and/or the Agreement (as the case may be):
- (i) Upon non receipt of payment within due date, ASVHL shall issue a notice to the Applicant(s)/Allottee(s) to pay the amounts due within 60 (Sixty) days of due date. Post due date, the Applicant(s)/Allottee(s) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 6(b) hereunder.
 - (ii) Upon nonpayment, ASVHL shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the allotment or the Agreement (as the case may be) upon the expiry of the 60 (Sixty) days from the due date period as mentioned in the notice. ASVHL will issue a cancellation/ termination letter without any further notice to the Applicant(s)/Allottee(s).
 - (iii) Upon the cancellation and termination of the said Allotment Letter and/ or the Agreement (when executed), ASVHL shall be at a liberty to sell or otherwise dispose off the Apartment/Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as ASVHL may in its sole, absolute and unfettered discretion think fit and proper and the Applicant(s)/Allottee(s) shall not be entitled to raise any objection or dispute in this regard.
 - (iv) In the event, the Agreement is executed and registered, the Applicant(s)/ Allottee(s) agrees and undertakes to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to the Applicant only upon the cancellation of the Agreement and/ or receipt of the Cancellation Deed, Documents, writings as aforesaid.

In the event of cancellation of Agreement as aforesaid, ASVHL shall be entitled to file Declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

8. PRICE

8(a) Price:

Price indicated in the Price & Payment Schedule shall be paid as per Annexure-A. Price is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from the Applicant(s)/Allottee(s).

8(b) Payment of Taxes:

The Applicant/s hereby agrees that, the Applicant /s shall be responsible and liable to pay both VAT (under Gujarat Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of Apartment/ Flat by ASVHL to the Applicant. The Applicant would also be liable to pay interest/ penalty/ loss incurred to ASVHL on account of Applicant's failure and/ or delay to pay VAT/ Service Tax and/ or such other levies, statutory charges etc. within 7(seven) days of being called upon by ASVHL.

The Applicant/s /Allottee(s) further agrees that the Applicant/s/ Allottee(s) shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of Residential Apartment/Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Applicant/s that the Applicant shall before obtaining the possession of the said Apartment/ Flat pay the requisite amount of Gujarat Value Added Tax, service tax if and any other tax (if applicable) or any other charges levied by statutory authorities by time to time for construction/ sale of the Apartment/ Flat to ASVHL.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of Apartment/ Flat by ASVHL to the Applicant.

8(c) Payment of Charges:

Advance Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/ legal charges and any other charges/ deposits as may be applicable, shall be separately charged either by ASVHL or the Maintenance Agency appointed by it.

8(d) Increase in Cost of Construction:

If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction then such excess cost of construction [i.e., beyond 20% (twenty percent) of the present cost of construction] proportionate to the Flat /Apartment shall be borne by the Applicant(s)/Allottee(s).

9. LOCKIN PERIOD AND TRANSFER FEE:

9(a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (Twelve) months from the date of allotment of the Apartment/Flat. Transfer of booking or allotment may be permissible after 12 (twelve) months subject to approval by ASVHL, who may at its sole discretion permit the same on payment of transfer charges of 3% on the Sale Price [taxes extra] and other administrative charges as may be fixed by ASVHL from time to time, submission of interalia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by ASVHL. Stamp duty as applicable on this transfer shall be paid by the transferor/transferee.

The Applicant(s) /Allottee(s) agree/s and undertake/s to:

- i) Pay the administrative charges as fixed by ASVHL;
- ii) Register the Agreement in view of the changes by properly entering into deeds/s documents and writings, in case the Agreement is already registered before effecting the transfer as aforesaid

9(b) However, any time before the execution of the registered Agreement in respect of the Flat /Apartment transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee(s)/Applicant(s) and upon execution of such registered Agreement in respect of the Flat /Apartment, the parties to the Agreement should only join as parties in the Deed of Conveyance in respect of the Flat /Apartment. Such transfer shall be allowed only once.

- 9(c) Anytime before the execution & registration of the Agreement in respect of the Apartment /Flat, the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second/Joint Applicant / Allottee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra]. Such transfer shall be allowed only once.
- 9(d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allottees shall be allowed subject to clearing all the sums that shall be due and payable to ASVHL on the date of submission of the request application.

10. DOCUMENTS FOR TRANSFER AND REGISTRATION

- 10(a) Execution of Agreement: It will be ASVHL's endeavor to execute and register the Agreement of the Apartment(s)/ Flat(s) within the complex before handing over possession of the Flat /Apartment. The Agreement /Deed of transfer will be drafted by the Solicitors/Advocates of ASVHL and shall be in such form and contain such particulars as be approved by ASVHL. No request for any changes, whatsoever, in the Agreement /Deed of transfer will be entertained.
- 10(b) Registration of Agreement: In case, the Applicant(s)/Allottee(s) fails or neglects to get the Agreement registered within the date notified, physical possession of the Flat /Apartment to the Applicant(s)/Allottee(s) may be withheld by ASVHL and penalty if any payable under relevant laws for delay in completion of the registration of Agreement will be payable by the Applicant(s)/ Allottee(s) till the registration of the Agreement is completed. ASVHL shall have the right to cancel the allotment in case the Applicant(s)/Allottee(s) fails to have the Agreement registered within 15 days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the Applicant/Allottee will be refunded without any interest but after deduction of applicable administrative charges as stated in Clause 6(b).
- 10(c) Payment of applicable Stamp Duty & Registration Charges, on demand: The Applicant(s)/Allottee(s) will be required to pay, on demand, to ASVHL or to the Concerned Authorities, as may be so decided by ASVHL, the applicable stamp duty & registration charges for registration of the Agreement and/or deed of transfer of their respective Apartment(s)/Flat(s).

11. GENERAL

- 11(a) It is understood that the applicant(s) has/ have applied for allotment of Apartment(s)/ Flat(s) with full knowledge of all the law/ notifications and rules applicable to the said Land/ complex/ project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/ herself about the right, and/ or interest of ASVHL in the said Land on which construction of the complex will be/ are being constructed.
- 11(b) It is understood that the applicant has applied for allotment of an Apartment/ Flat for residential purpose only.
- 11(c) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as ASVHL may require in the interest of the complex and Apartment/ Flat owners. In case of Joint Allottee, any document signed/accepted/ acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
- 11(d) The expression 'Complex' wherever used in these terms and conditions shall always mean the complex on the said Land which will be known as Shubh Griha.

- 11(e) Part of the said land was converted in to NA by Order of District Development Officer bearing No. Dist. Panch/Land/NASR/74/Vashi/7351/44/09 dated 20th March 2009. The plan approval of the said Complex has been granted by Government of Gujarat vide in principal sanction bearing No. PRCH-102010-3013-C-(Arvind)-L dated 28th June 2010. Approvals for the balance part of the said land are being obtained by ASVHL. ASVHL at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction/ revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/ decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase/ decrease in the areas, the differential amount will be adjusted/ payable on pro rata basis.
- 11(f) The Allottee(s) of the Apartment(s)/ Flat (s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services to be provided in the Complex, as may be determined by ASVHL or the maintenance agency appointed for this purpose, as the case may be.
- 11(g) The Allottee(s) undertakes to join any society/ association of the Apartment/ Flat Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by ASVHL in its sole discretion for this purpose.
- 11(h) The Applicant/s agree/s and confirms that if in the event of any major alteration/s / modification/s of the said building plans resulting in an increase/ decrease in the Carpet/ Saleable area of the Apartment/ Flat upto 2 % due to alterations in the layout plan and/ or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/ decrease shall be acceptable to the Applicant/s. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- 11(i) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/ complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/ inserts of the application form shall be subject to changes/ variations. ASVHL may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deemed appropriate or as may be directed by competent authorities.
- 11(j) ASVHL reserves the right to create charge on this Complex for obtaining development and other finance from credit/ financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to ASVHL and the Allottee(s) whenever asked in support of by ASVHL in this regard, shall give and grant to ASVHL, his/ her/ their/ its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the Flat/ Apartment. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and/ or the Agreement (as the case may be), and ASVHL shall thereupon be entitled to cancel and terminate the said Allotment Letter and/ or the Agreement (as the case may be). However, on or before the execution of the Agreement, the respective Apartment/ Flat of the Allottee(s) will be freed from all such encumbrances.
- 11(k) ASVHL will have the right to decide which block(s)/ building(s) to construct first. All the buildings may not be constructed simultaneously.
- 11(l) ASVHL has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Apartment/ Flat is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by ASVHL on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.

- 11(m) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities and even the Apartment/ Flat is not partitionable.
- 11(n) Due to any operation of law or any statutory order or otherwise as may be decided by ASVHL, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from ASVHL. ASVHL will, however, refund all the money received from the Allottee(s) without any interest however, subject to deductions of taxes paid by the Allottee as per the relevant provision of the relevant Act on the date of discontinuation of the scheme.
- 11(o) In case during the course of construction and/ or after the completion of the complex, further construction on any portion of vacant land or building or terrace becomes possible, ASVHL shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the said Land and/ or in the common area/s and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by ASVHL.
- 11(p) No request for modification or change in the interior/ exterior facades of the building will be permitted.
- 11(q) In the event of paucity or non-availability of any material ASVHL may use alternative materials/ article but of similar good quality. Decision of ASVHL on such changes shall be final.
- 11(r) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, firefighting equipment and its water supply network etc. may be common with other zones/ dwelling Flats/ Apartments within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ dwelling apartments/ flats/ association/ registered institutional body formed or any other alternative arrangement which ASVHL finds most suitable for proper maintenance of such common facilities of Complex. The Association of Apartment/ Flat owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, ASVHL will charge the individual Allottee(s), from the date of notice of possession the required maintenance fee till such time the Association of Apartment/ Flat owners takes over the management and maintenance of the complex. In the event of individual society/ association of Apartment/ Flat owners of each building are formed, ASVHL may retain the maintenance deposit till the completion of the project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/ association of Apartment/ Flat owners or to the Apex Body.
- 11(s) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 11(t) The Applicant(s)/ Allottee(s) hereby also covenants to observe and perform all the terms and conditions of the booking, and/ or allotment and/ or the Agreement and/or Conveyance Deed, to keep ASVHL and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that ASVHL may suffer as a result of nonpayment, non-observance, or non-performance of the terms and conditions mentioned herein and/ or Agreement and/ or Conveyance Deed by the Applicant(s)/ Allottee(s).
- 11(u) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to ASVHL, all the costs, charges expenses and penalty/ interest due thereon, whatsoever, which are borne, paid and/ or incurred by ASVHL for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any

amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement (when executed).

- 11(v) All correspondence will be made with first applicants at the address for correspondence on ASVHL's record initially indicated in the Application Form. Any change of address will have to be notified in writing to ASVHL at its registered office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by ASVHL to the first allottee and which shall for all purposes be considered as served on both Allottees.
- 11(w) The applicants must quote the application number as printed in the acknowledged Pay-in-Slip and on allotment, their Apartment/ Flat Number as indicated in the said Allotment Letter, in all future correspondence.
- 11(x) ASVHL, however, may at its sole discretion, change, add, delete, alter or relax any of the conditions stated herein and also in other parts of the Application Form including all documents/ inserts which are contained in and form part of the application form. It also reserves the right to reject any application without assigning any reason whatsoever. However, the refund shall be subject to deductions of taxes paid by the Allottee(s), as per the relevant provision of the relevant Act on the date of such refund.
- 11(y) If for any reason(s) ASVHL, is not in a position to allot the Flat(s)/Apartment(s) applied for, due to revision of the building plans or for any reasons whatsoever beyond the control of ASVHL, ASVHL shall refund only the actual amount paid, without any interest and ASVHL shall not be liable for payment of any compensation on this account whatsoever.

12. DISCLAIMER FOR SHOW RESIDENTIAL APARTMENT/FLAT

12(a) **Standard fittings:**

The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the show Apartment/Flat may vary as to its make, color, shade, shape and appearance from the ones provided in the actual Apartment/Flat agreed to be constructed.

12(b) **Interiors:**

The Applicant(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the show Apartment/Flat are provided only to give a vision of a furnished Apartment/Flat as per the advice of the interior designer. The layout of the show Apartment/Flat may have been changed at some places as per the advice of the interior designer.

12(c) **Dimensions:**

The Applicant(s) also agree/s and understand/s that the dimensions and the area of the said Apartment/Flat, which is agreed to be constructed, shall vary from this show Apartment/Flat based on the floor, block and location of the Apartment/Flat.

13. BREACH

Should the Applicant(s)/Allottee(s) fail to perform or observe any of the stipulations contained herein, ASVHL shall have the right to cancel the allotment. In the event of such cancellation, the application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/legal charges and any other amount received by ASVHL, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments and administration charges as stated in Clause 6(b) above.

14. JURISDICTION AND ARBITRATION

- 14(a) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- 14(b) However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by ASVHL at Mumbai only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- 14(c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Ahmedabad.

15. POSSESSION TIME AND COMPENSATION

ASVHL shall endeavor to give possession of the Flat/ Apartment to the Allottee(s) on or before July 2015 but subject to force majeure circumstances and reasons beyond the control of ASVHL. If ASVHL fails to give possession of the Flat/ Apartment on or before July 2015 then ASVHL shall pay to the Allottee(s) compensation @ 6% per annum for the amounts paid towards Flat/ Apartment from the date of possession as mentioned herein till the date of actual possession.

However, the compensation shall not be paid:

- a) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply beyond extension in case of force majeure circumstances as mentioned hereinabove,
- and/or
- b) If the Allottee commits any breach of terms and conditions contained herein or the Agreement for Sale [when executed] by the Allottee.

Similarly, if the Allottee(s) fails to take possession within Thirty (30) days from the date of intimation in writing by ASVHL, then the Allottee(s) shall be liable to pay holding charges to ASVHL as per the rates mentioned herein for the entire period of such delay.

Annexure 'A'
(Price and Payment Schedule)

Instalment	Particulars	Amount Payable
Booking Amount	On Booking	Rs. 1,00,000.00
Installment 1	Within 45 days from allotment	20% of Total Sale Price less Booking Amount
Installment 2	Completion of Plinth	20% of Total Sale Price
Installment 3	Completion of 2nd Slab	20% of Total Sale Price
Installment 4	Completion of Terrace Floor	20% of Total Sale Price
Installment 5	Completion of Flooring	15% of Total Sale Price
Installment 6	On Intimation of Possession	5% of Total Sale Price + Other Charges
	TOTAL	100%

Annexure 'B'
(Deposit and other Charges)

Other Charges	Amount Payable
Advance Maintenance Charges for one year	As estimated at the time of intimation of possession
Advance Maintenance Deposit for one year	
Electric Meter Connection Charges / AEC	As per actuals
Water Meter Connection Charges / AUDA / AMC	As per actuals
Legal / Documentation Charges	As per actuals
Township Development Charges / EDC /IDC	As per actuals
Share Money / Society Maintenance Charges	As per actuals

NOTE:

1. Kindly note that the Application Money of Rs. 1,00,000/- is inclusive of Service Tax @ 3.09%
2. Registration of Agreement will be processed only after the receipt of 20% of the Agreement Value
3. Maintenance Charges, Deposits, Legal Fees, Stamp Duty, Registration Fees, Others, VAT & Service Tax etc., if any whenever called for shall be paid/payable by the Applicant/Purchaser
4. Service Tax and VAT are payable on the consideration at the rate applicable from time to time
5. Infrastructure / Electricity / Water Charges shall be payable as may be demanded
6. Entire amount payable as per the payment plan beyond 20% at the time of booking would be due within 120 days from the date of Installment 1. This amount can be paid in whole or parts within the 120 days period
7. Discount of 2% on the base price would be applicable for all the bookings done by TATA Group Company Employees & Arvind Employees.

