APPLICATION FORM FOR ALLOTMENT OF A PLOT IN SAMAVANA-1 AT SHAKRILA, KUTHAR, P.O. KUTHAR, TEHSIL – KASAULI, DISTRICT SOLAN, HIMACHAL PRADESH – 173206

DELANCO REALTORS PRIVATE LIMITED Having its Registered Office:

1-E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi-110055

Dear Sir/ Ma'am,

- The Applicant understands that Delanco Realtors Private Limited ("Promoter/Company") is promoting the proposed project, situated at Shakrila, Kuthar, P.O. Kuthar, Tehsil – Kasauli, District Solan, Himachal Pradesh – 173206, known as "SAMAVANA-1" comprising of apartments, villa, plots, common areas as specified in the Agreement for Sale, parking spaces, ("Project"). The said Project is to be developed over total land of 66B-11B-19B bearing Khasra No. 7/2/1 in Village Jungle Nalka, Sub Tehsil Krishangarh, Tehsil Kasauli, District Solan, H.P and land admeasuring 57B-5B-9B in Khasra No. 2270/1643 in Village Krishangarh Sub Tehsil Krishangarh, Tehsil Kasauli, District Solan, H.P, registered vide Sale Deed No. 90 dated 09/04/2008 and Sale Deed No. 91 dated 09/04/2008 respectively ("Said Land").
 - 2. The Company is registered with Himachal Pradesh Housing & Urban Development Authority ("HIMUDA") as 'promoter' under the applicable provisions vide Registration No. RM0079/2017 dated 01.06.2017 to promote, develop, market and sell plots / villas / apartments on the **Said Land**. The Promoter had obtained permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 and after getting requisite approvals, the Promoter has undertaken the development of the **Said Land**.
 - 3. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Himachal Pradesh Rules framed thereunder with the Himachal Pradesh Real Estate Regulatory Authority at Shimla on 19.08.2017 under registration no. RERAHPSOP08170004.
 - 4. The Applicant fully acknowledges that the Promoter has provided all the information and clarifications as required by the Applicant and the Applicant is fully satisfied with the same including but not limited to the rights, title and interest of the Promoter in the Said Land. The Applicant has further understood all limitations and obligations of the Applicant and the Promoter in respect of the Said Land. The Applicant further agrees and understands that it shall be the duty of the Applicant to obtain permissions and approvals from the competent authority under the law applicable and time being in force, at any time prior to the conveyance of the Plot in his favor and the Promoter shall have no liability or responsibility of any nature whatsoever in this regard.
 - 5. The Applicant request(s) the Promoter for allotment of a residential plot in the Project having Plot Area of approx. ______ square meters ______square feet, (hereinafter referred to as the "**Plot**") in the Project.
 - 6. The Applicant state(s) and confirm(s) that the Promoter has informed the Applicant(s) of the availability of the Agreement for Sale ("Agreement") at the head office of the Promoter. The Applicant confirm(s) that the Applicant(s) has/ have read and understood the said Agreement which contains the detailed terms and conditions as per the applicable law. The Applicant further confirm(s) to have fully understood the terms and conditions of the said Agreement and the Applicant is/ are agreeable to perform his/ her/ its/ their

obligations as per the conditions stipulated in the said Agreement. Having understood and agreed, the Applicant(s) has/ have applied for allotment of a **Plot** in the **Project** and has requested the Promoter to allot a **Plot** therein.

7. The Applicant request(s) that the Applicant(s) may be allotted the **Plot** in the Project as per the:

Down Payment Plan 🗌 Insta	allment Payment Plan
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- 9. The Applicant hereby agree(s) that in the event, the Promoter accepts this Application and allots the **Plot**, the Applicant shall pay the Total Price as detailed hereinafter.
- 10. The Applicant acknowledge(s) that the Promoter has provided / made available all the information and clarifications as required by the Applicant with respect to the Project and that the Applicant(s) is/ are fully satisfied with the same and the Applicant has/ have fully acquainted himself/ herself/ itself/ themselves of all the particulars of the said Project as provided on the website of the Authority established as per the provisions of the Act and Rules and is subject to any variations thereto as per applicable laws. The Applicant hereby confirm(s) that he/ she/ it/ they is/ are signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.
- 11. Notwithstanding anything contained in this Application, the Applicant understand(s) that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application. The Promoter reserves its right to accept the Application.
- 12. The Applicant agree(s) to abide by the terms and conditions annexed to this Application and the terms as laid down in the Agreement.

My/ our particulars are given below for your reference and record:

i.	SOLE OR FIRST APPLICANT(S)	Passport size					
	Title: Mr./ Ms./ Mrs.	Photograph of the					
	Name	First/Sole					
	S/W/D of	Applicant					
	Nationality Age years						
	Profession						
	Residential Status Resident/ Non-Resident/ Foreign	National of Indian Origin					
	Income Tax Permanent Account No.						
	Ward / Circle / Special Range / Place, where assessed to income tax						
	Aadhar No						
	Mailing Address						
	Tel No Mobile No						
	E-mail ID						
ii.	JOINT / SECOND APPLICANT (S)	Passport size					
	Title: Mr./ Ms./ Mrs.	Photograph of the					
	Name	Joint /Second					
	S/W/D of	Applicant					
	NationalityAge years						
	Profession						
	Residential Status Resident/ Non-Resident/ Foreign National of Indian Origin						
	Income Tax Permanent Account No.						
	Ward / Circle / Special Range / Place, where assessed to income tax						
	Aadhar No						
	Mailing Address						
	Tel No.: Mobile No.:						
	E-mail ID:						
iii.	THIRD APPLICANT(S)	Passport size					
	Title: Mr./ Ms./ Mrs.	Photograph of the					
	Name:	Third					
	S/W/D of	Applicant					
	Nationality:Age years	- PP					
	Profession:						

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin

Income Tax Permanent Account No.:

Ward / Circle / Special Range / Place, where assessed to income tax:

Aadhar No._____

Mailing Address: _____

Tel No.: ______ Mobile No.: ______

E-mail ID: _____

OR

M/s			
Reg. Office / Corporate Office			
Authorised Signatory			
Board Resolution dated/Power of Attorney			
PAN No./TIN No			
Tel No	Mobile No		
Email ID	Fax No		

(attach a certified true copy of the Board Resolution/Power of Attorney)

iv. DETAILS OF PLOT

Plot No.: _____

Plot Area: ______sq. mtr._____Sq ft

v. DETAILS OF PRICING

i. The Total Price (as defined below) for the **Plot** based on the Plot Area, as applicable is Rs. ______ (Rupees ______ only ("**Total Price**"):

	Rate feet/s			per	square
Plot no. [•]	1000/5	q .m	.1		
Type [•]					
Total price (in rupees)					

*Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/ as applicable.

Explanation:

(i) The Total Price above includes the Booking Amount paid by the Applicant to the Promoter towards the Plot;

- (ii) The Total Price above includes Taxes (excluding the fee, duty or tax to be paid to the Government Authorities on account of registering of sale deed as also excluding any enhancements in any fee, duty or charges enhanced towards the development / construction of the Project effectuated from retrospective effect upto the date of handing over the possession of the Plot to the Applicant and the project to the Association of allottees or the competent authority as the case may be after obtaining the completion certificate.
- (iii) The Promoter shall periodically intimate in writing to the Applicant, the amount payable as stated in (i) above and the Applicant shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant the details of the taxes paid or demanded alongwith the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
- (iv) The Total Price of the Plot includes recovery of price of land, development of not only the Plot but also the Common Areas as specified in the Agreement for Sale, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and firefighting equipment in the common areas maintenance charges upto the date of offer of possession and includes cost for providing all other facilities, amenities to be provided with the Plot and the Project, but does not include cost of those areas, which are either specifically excluded, or reserved by the Promoter such as certain approach roads, parking(s) / parking area(s), Club or any other component, facility or amenity on the Said Land, of which the Company/Promoter is the exclusive owner and the same has been reserved for utilization as specifically explained in the Agreement for Sale.

NOTE: The Promoter has taken the conversion factor of 10.764 sq. ft. per sq. mtrs. for the purpose of this Application. (1 feet- 304.88 mm)

Declaration

The Applicant do hereby declare that the above particulars/ information given by the Applicant are true and correct and nothing has been concealed therefrom.

Date: Place:

Yours Faithfully

Applicant Signature(s)

FOR OFFICIAL USE ONLY

		Signature				
Date _						
1)	Accepted/ Rejected					
2)	2) Plot No having Plot Area so					
		sq feet				
3)	Payment Plan: Down Payment/ Installment Payment Plan					
4)	ment received vide Cheque/ DD/ Pay Order No dated					
		for Rs out of NRE/ NRO/ FC/ SB/ CUR/ CA				
	Acc	t				
5)	Boo	king Receipt No dated				
6)	Boo	king: Direct/ Real Estate Agent				
7)	Real Estate Agent's Name and address, Stamp and Signature					
8)	Che	cklist for Receiving Officer:				
	a.	Booking Amount Cheque/Draft/E Payment.				
	b.	Customer's signature on all pages of the Application form at places marked as "X".				
	c.	PAN No. & Copy of PAN Card/ Form 60/ Form 49A.				
	d.	For Companies: Certified copies of Memorandum & Articles of Association and				
		board resolution in support of the authorised signatory under common seal of the				
		Company.				
	e.	For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the				
	account of the Applicant(s)/ NRE/ FCNR A/c of the Applicant(s)/ IPI 7/ Passport					
		Photocopy.				
	f.	For NRI: Copy of Passport/ Foreign Inward Remittance from the account of the				
		Applicant(s)/ NRE/ NRO A/c of the Applicant(s).				
	g.	For Partnership/ LLP Firm: Certified copy of Partnership deed and authorization to				
		purchase.				
Place:						
		stock on				

INTERPRETATION:

In this Application, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expression shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine includes feminine gender.

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL PLOT IN "SAMAVANA-1"

The terms and conditions given below are more comprehensively set out in the Agreement and shall supersede the terms and conditions set out in this Application.

- 1. The Applicant confirms that the Applicant has/have examined and conducted due diligence of all the documents relating to the **Said Land** and further has/have satisfied himself/themselves about the title/ interest/ rights of the Promoter in the **Said Land**.
- 2. The Applicant shall make the payment as per the Payment Plan set out in **Schedule-I** to this Application (**"Payment Plan"**).
- **3.** The Total Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/ which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/ charges/ imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges, after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant.
- 4. The Applicant has/ have seen the sanctioned layout plan/ site plans, amenities and facilities etc. depicted in the advertisement/ brochure/ Agreement/ Website regarding the Project where the **Plot** is located and has/ have accepted the layout plan/site plan, payment plan and the, amenities, facilities, etc. (annexed along with the Agreement) which has been approved by the competent authority.
- 5. The Applicant agrees and understands that terms and conditions of this Application and those of the Agreement may be modified/ amended in accordance with any directions/ order which may be passed by any governmental authority, court of law, tribunal, or commission in compliance with Applicable Laws and such amendment shall be binding on the Applicant and the Promoter.
- 6. The Promoter agrees and understands that timely delivery of possession of the Plot to the Applicant and the Common Areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by [•], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdowns or any other calamity caused by nature or any government/ court order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated, and the Promoter shall refund to the Applicant the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that

he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement.

- 7. The Promoter agrees and acknowledges, the Applicant shall have the right to the Plot as mentioned below:
 - (i) The Applicant shall have exclusive ownership of the Plot;
 - (ii) The Applicant shall also have undivided proportionate share in the Common Areas as specified in the Agreement for Sale. Since the share/ interest of Applicant in the Common Areas is undivided and cannot be divided or separated, the Applicant shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees or any other competent authority, as the case may be, after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) The Total Price of the Plot includes recovery of price of land, development of not only the Plot but also the Common Areas as specified in the Agreement for Sale, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and firefighting equipment in the common areas maintenance charges upto the date of offer of possession and includes cost for providing all other facilities, amenities to be provided with the Plot and the Project, but does not include cost of those areas, which are either specifically excluded, or reserved by the Promoter such as certain approach roads, parking(s) / parking area(s), Club or any other component, facility or amenity on the Said Land, of which the Company/Promoter is the exclusive owner and the same has been reserved for utilization as specifically explained in the Agreement for Sale.
 - (iv) The Applicant has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case may be.
- 8. The Applicant confirm that in case there are joint applicant(s), all correspondence/ communication shall be sent by the Promoter to the Applicant whose name appears first and at the address/ email given by him/ her/ it/ them, and the same shall be considered as properly served on all the Applicant.
- 9. The Applicant confirms that all notices/communications to be served on the Applicant shall be deemed to have been duly served if sent to the Applicant by Post at his/their respective addresses or at email IDs as specified above

It shall be the duty of the Applicant to inform the Promoter of any change in address subsequent to the execution of this Application failing which all communications and letters posted at the above address shall be deemed to have been received by the Applicant.

10. The Applicant confirms and acknowledges that if the Applicant proposes to cancel or withdraw from the Application, before execution of Agreement, without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount.

Where the Applicant propose(s) to cancel/ withdraw from the Project without any fault of the Promoter, after executing the Agreement, the cancellation shall be done as per the terms specifically set out in the Agreement.

- 11. The Applicant understands and agrees that the roads/paths in the Project are a part of a planned development of a larger area and the roads/paths shall also be used by occupants of the adjoining plotted development. The Applicant specifically agrees that the Applicant shall have no objection in usage of the common road/path by the occupants of adjoining plotted/flatted complex.
- 12. The Applicant shall also be required to pay Rs. 2,50,000 /- as Club Membership fees for 5 years, annual Club Charges at Rs. 30,000 /- per annum and a refundable security deposit of Rs. 20,000/- more clearly described in the Payment Plan attached herewith. Additional club membership fees and related charges/deposits(collectively referred to as "Club Charges") will be charged for each additional family even if residing in the same Plot, for use of the club which may be located anywhere inside or outside the Project. The residents/occupants of the Project shall have an assured membership of the club subject to payment of aforesaid charges. The total number of memberships will be limited to four per Plot. The Promoter reserves the right to grant additional membership. The Promoters decision in this regard shall be final and binding on the Applicant. The members shall abide by the terms and conditions laid down by the management of the club. The Applicant shall be liable to pay the usage charges in accordance with the usages and services availed by the Applicant. The Applicant shall be required to sign and execute necessary documents for membership of the club which shall contain terms and conditions of membership and Applicant shall be bound by the same. The Applicant agrees and understands that the Club does not form part of the Common Areas of the Project and is owned by the Promoter. The membership to the Club is subject to payment of the charges mentioned hereinabove and shall be subject to the terms and conditions as may be imposed by the Promoter/Club Operator.
- 13. The Applicant agrees and understand(s) that in the Zoning Plan as may be approved by the Competent Authority(ies), there would be restrictions in consonance with the Building Laws / Regulations including but not limited to, the number of floors and the area to be constructed by the Applicant(s) in the Plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Applicant shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Applicant specifically agrees that the Plot shall not be partitioned / sub-divided / fragmented / remodeled / additionally constructed in any manner to create more dwelling units as this will be a clear breach of the competent Authority. Further the Applicant(s) specifically undertakes to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Plot/Project as may be applicable from time to time.

The Applicant further agrees and understand(s) that it is not permissible to join and make contiguous the plots which are located behind each other and the Applicant hereby undertakes to abide by this condition. Similarly it is made clear that it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Applicant that the approval of the building plan(s), occupation certificate etc., shall be at his sole cost and responsibility and the Company shall have no role in the same whatsoever.

14. The Applicant, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999,

the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under the Application/Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matter specified in para above. The Applicant shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any 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 Promoter immediately and comply with necessary formalities if any under the application laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Applicant and such third party shall not have any right in the application / allotment of the said plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant only.

- 15. The Applicant understand that the acceptance of this Application is entirely at the discretion of the Promoter.
- 16. The Applicant acknowledges that he/they may with the permission from the Promoter raise and/ or avail loan facility from banks or financial institutions for purpose of raising finance towards allotment of the **Plot**. The Applicant further acknowledges that any delay on account of raising and/ or availing said loan shall not absolve the Applicant from making timely payment of the Total Price or any part thereof.
- 17. The Applicant acknowledges that the Application/ allotment is not assignable and the Applicant has/have no right whatsoever to assign, transfer, nominate or convey the **Plot** in any manner without prior written consent of the Promoter which consent may be given, subject to conditions, or denied by the Promoter in its sole discretion and shall be subject to applicable laws and notifications or any directions of the Government. The Applicant shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so, permitted by the Promoter.
- 18. The Applicant shall have no objection in case the Promoter creates a charge on the entire Project during the course of development of the Project for raising loan from any banking and/or financial institution. The creation of such charge shall not affect the rights and interest of the applicant to the **Plot**.
- 19. The Applicant shall indemnify and keep the Promoter, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants or said conditions by the Applicant as mentioned in the Application and Agreement.

- 20. The Applicant shall be considered under a condition of Default, on the occurrence of the following events:
- In case the Applicant fails to make payments of any instalment due as per the Payment Plan annexed hereto as Schedule I, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
- (ii) In case of Default by Applicant under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Applicant and refund the money paid to him by the Applicant by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination.
- 21. The Applicant shall at the time of possession be liable to execute the maintenance agreement with the Maintenance Agency/ association of the allottees (as per the applicable laws) and shall pay IBMS and regular maintenance charges for maintenance of the Project.
- 22. The rights and obligations of the Parties under or arising out of this Application Form shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

The Applicant has/ have fully read and understood the above conditions and agrees to abide by the same.

Place: Date:

(Signature of the Applicant)

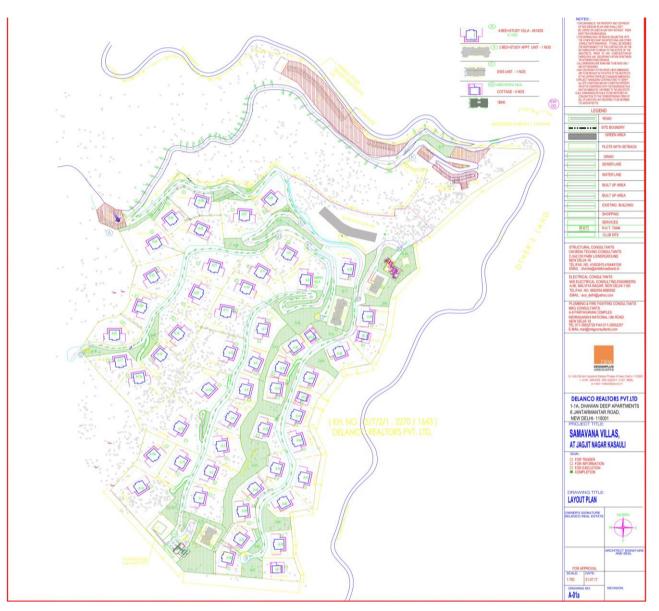
SCHEDULE I

PAYMENT PLAN

Instalment Plan				
Booking Amount	Rs 7 Lakhs			
Within 90 Days from booking	25% of BSP less 7 Lakhs			
Within 180 Days from booking	25% of BSP			
Within 270 Days from booking25% of BSP				
Within 360 Days from booking	25% of BSP+ IBMS+ Club Charges			
Down Payment Plan				
Booking Amount	Rs 7 Lakhs			
Within 45 Days from booking	25% of BSP less 7 Lakhs			
Within 90 Days from booking	75% of BSP+ IBMS+ Club Charges			

SCHEDULE II

LAYOUT PLAN OF THE PROJECT



SCHEDULE III

LAYOUT PLAN OF THE PLOT

