AGREEMENT BETWEEN TWO PARTIES

First Party - Tcw Realty Private Limited, (*CIN-**U70102UP2008PTC035279***) **402, 3rd Floor, Ojha Apartment Building, Behind HDFC Bank, SP Marg, Civil Lines, Allahabad (UP)- 211001**

***Patna Office-** M3-29, S.K. Puri, Basawan Park, Boring Road, Patna - 800 001 (Bihar), **Phone**: 0612-2541314*

&

(Plot No:)

Second Party- Applicant Name: ,, -

Plot Size (**SQFT**)	:	SQFT
Plot No	:	/ (%)

Applicant Signature

(«Customer_Name»)

AUTHORIZED PERSONNEL ONLY

(«Signed_By»)

TCW Realty Private Limited
402, 3nd Floor, Ojha Apartment Building, Behind HDFC Bank,
SP Marg, Civil Lines, Allahabad (UP)- 211001

TheSaiGreens™ Allahabad

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for provisional booking of Plot in TCW Realty Private Limited,
Project Name "*TheSaiGreens*"

To

TCW Realty (P) Ltd

*(Project Name (**TheSaiGreens**)*

I/We understand that you have plans to sell developed Residential Plots of various sizes in your upcoming Residential colony namely "***TheSaiGreens***" located at**:-**

I/We request you to a book Residential Plot of ****Sqft**** in the said Residential Plot under your as per Annexure-I

I/We have read and understood the terms and conditions of this application, stated hereinafter and am/are agreeable to the same.

I/We enclose herewith a sum of **Rs.** /****-** payment details provided on "**ANNEXURE-1**" page.

I/We give hereunder our particulars:-
Applicant (Details)

Mr/Ms/Mrs	
S/o/D/o/W/o Mr/Mrs	
Date of Birth	
Profession	
Nationality	
PAN No	
Residential Address	,
Pin Code	
Mobile No.	
Nominee Name / Relation	/

I/We, the undersigned, intending applicant(s) (Sole/First and Second Applicant), do hereby declare that this application is irrevocable and the above mentioned particulars/information given by me/us are true and correct to my/our knowledge and no material fact has been concealed there from.

Name of the applicant**:**
Place **:**
Date :

Applicant Signature _____
(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

_____
(«Signed_By»)

1**. Payment Plan Options**

Plan (A) - **100% Plot Amount (Full Plot Amt)**

Plan (B) - **DownPayment**Plan **(EMI)**

2. Residential Plot & Price details opted for mentioned below.

A	**Plot Size** (sqft)	**Sqft**
B	**Rate @ Per sqft**	@ Per SQFT.
C	**Basic Plot Price**	**-***
D	**PLC (as applicable) % :**	(**%**)
E	**Total Plot Price** (including PLC)	**/**

NOTE:-**1**. The Total Plot price included internal development only such as Road, (Drain)Nali, Park/grounds, Sai Temple and street light electricity, water as per mentioned in brochure etc.
2. Other Government charges payable by Applicant / Buyer of Plots, which is not included in the Basic Plot price.
3. Booking Amt (Tier-1) as Rs. 10000/- is non-refundable, but adjustable when plot purchase at any location, Valid for 1 Plot.

BPP - Basic Plot price

TPP - Total Plot Price

PLC - Preferential Location Charges

Applicant Signature

(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

(«Signed_By»)

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING/ALLOTTMENT OF A RESIDENTIAL PLOT IN THE PROJECT *THESAIGREENS*".

(The terms and conditions given below are merely indicative and are more comprehensively set out in the Plot Buyer Agreement which upon execution shall supersede the same for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes feminine gender)

1. The Applicant has applied for booking/allotment of the said Residential Plot in said township which is fully developed by the company as per mentioned in brochure and is fully aware of all the limitations and obligations of the Company in relation to and in connection with development of the said Residential Plot and has also satisfied himself about the arrangement/title/interest/right of the Company in the land on which the said Residential Plot is proposed to be developed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.

2. The Applicant shall pay the total price of the said Residential Plot in accordance with the payment Plan opted for by the Applicant and in addition, the Applicant shall also be liable to pay all other amount, charges and dues mentioned in this application and /or in the Agreement.. The Applicant agrees and understands that the Total Price of the said Residential Plot and other charges are calculated on the basis of the size and dimension of the said Residential Plot which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application.

3. Subject to the terms and conditions of this application/Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/Agreement, the Applicant shall have the exclusive ownership of the said Residential Plot.

4. The Applicants agrees that if due to any change in the lay-out plan/zoning plan of the said Residential Plot:

(i) The said Residential Plot ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded with @8% P.A. interest and such refund shall be made/adjusted in the last installment as stated in the payment plan opted for by the Applicant.

(ii) The said Residential Plot becomes preferentially located, if at the time of the Application it was not preferentially located the Applicant shall pay PLC of the Residential Plot to the Company as applicable and as demanded by the Company.

(iii) The Applicant understands that in case of change in the location of the said Residential Plot due to change in the layout plan/zoning plan of the said Residential Plot or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.

5. The Applicant agrees that time is of the essence in respect of payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this application/Agreement.

6. The Applicant has seen and accepted the plans and has applied for the allotment of the said Residential colony with the specific knowledge that the zoning plans, measurement, dimensions, location and number of the Residential plots in the said Residential area and all other terms and conditions are tentative and are subject to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The Applicant hereby agrees that the Company is fully entitled to increase/change the number of the said Residential Plot or the location thereof and the Applicant shall not object to the same.

7. In case of increase/decrease in the size/dimension of the said Residential Plot up to plus/minus 10%, the same shall be within the permissible limit and price of the same shall be adjusted accordingly in the last installment. However, in case of

8. The company reserves the right to change location/number/area of the Plot/Unit. if required so.

9. Any major alteration/modification resulting in more than 10% change in the size/dimension of the said Residential Plot or any material change in the specifications, the Applicant will be informed in writing by the Company of such change and the difference in price of the said Residential Plot to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of receiving of notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled

and the Company's only liability will be to refund the entire money received from the Applicant along with interest @ 8% per annum only and the Applicant agrees that the Applicants shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the said Residential Plot in a manner in which it may deem fit.

Applicant Signature _____

(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

_____

(«Signed_By»)

The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax. Property tax wealth tax, service tax, increase in EDC/IDC, if any, fees or levies of all and any kind by whatever name called, whether levied or leviable nor or in future by the Government, municipal authority or any other governmental authority on the said Residential Plot as the case may be, as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees, electrification connection charges levied by the Electricity Authority on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the Applicant till the said Residential Plot is assessed separately.

The Company shall endeavor to give possession of the Residential Plot in said residential colony (project) ***TheSaiGreens-*** to the applicant/allottee within **……** months from the date of booking by the Applicant, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time.

10. The Applicant agrees and acknowledges that the Developer, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Developer shall be limited only to refund the amount received from the Applicant, along with 8% interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

11. Consequent upon completion of Development of said Residential Plot, Company shall offer the possession of the said Residential Plot to the Applicant. Any delay by the Applicant in taking the possession would attract charges @ Rs. 15/- per sq. yard per month for any delay of one month or any part thereof.

12. The Applicant shall before taking possession of the Residential Plot, must clear all the dues towards the Residential Plot and have the conveyance/sub-lease Deed for the said Residential Plot executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses. The applicant shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.

13. (**a**). The maintenance, upkeep, repairs, security, landscaping and common services etc., of the Project shall be managed by the Company or its nominated Maintenance Agency. The Applicant of the Residential Plot shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% per annum. Non-payment of any of the charges within the specified time shall also disentitle the applicant from the enjoyment of the services.

(**b**). For this purpose life time services will be charged and is payable @ Rs.100 per sqft. once at the time of registry of plot. no other charges will be levied by the company or our nominated agency/township society against this purpose, but if any circumstance raised, our nominated agency/township society can reviews the prices in future as the labor & other costs hike by sending a notification letter to the plot holders and decision can be taken as per consent between every plot holders & our nominated agency/ township society for the same.

All life time services mentioned, will be provided by company only if 80% of total customer/plot holders of Project paid the amount as per mentioned @ 100 per sqft rate at the time of their plot registry.

And if 80 % plot holders paid the life time charges at the time of registry, hence they will avail these facilities but company will execute and implement these services only when minimum 25 % of the plot holders will start living there. But if 80% of plot holder not paid or less then company may return the total received amount fo the sake of Life Time services without any interest.

14. The Applicant agrees that the Developer shall be entitled to forfeit the Earnest Money along with Non-refundable amount in case of non-fulfillment/breach of the terms and conditions of the Application and Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Developer the Agreement within the stipulated period. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Residential Plot.

15. That the transfer of Residential Plot shall be allowed in the manner and as per the procedure formulated in this regard by the Company and after payment of transfer/administrative charges as may be decided by it for effecting changes/entries in its records.

16. Loan from financial institutions to finance the said Residential Plot may be availed by the applicant. However, if a particular institution/Bank refuses to extend financial assistance or any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.

17. The Company shall have the first lien and charge on the said Residential Plot for all its dues and other sums payable by the applicant to the Company.

18. Development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Residential Plot to the Applicant.

19. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the Applicant that reference shall be made to the detailed terms of the Allotment Letter/Plot Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the Applicant.



Applicant Signature _____

(**«Customer_Name»**)



_____

(«Signed_By»)

20. The Applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A/D letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. In all communications the reference of the Allotted Residential Plot must be mentioned clearly.

21. In case there are joint Applicants, all communication shall be sent by the Company to the Applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicants.

22. Applicant, having NRI/PIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and allotment shall stand cancelled forthwith. The Applicant agrees that the Company will not be liable in any manner on such account.

23. If any major misrepresentation/concealment/suppression of material facts are found to be made by the Applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the Applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.

24. The plot is Restricted to Residential use and the applicant is bound to use the plot for residential purpose only..
25. The company reserves the right to make adjustment (without notice) in the master plan or plot for architectural/structural considerations or due to engineering constraints.
26. Authorized signatory is a person recruited from company to sign the documents with seal of company.
27. The Courts at Allahabad, UP. Alone shall have jurisdiction in case of any dispute.
28. This Agreement or contract will be null and void or terminated on account of nonpayment by cheque or Demand Draft not made or not credited to first party (Company) account for any reason.
29. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.
30. Given below Commercial activity is strictly prohibited.
- Dairy Farm, Poultry Farm, Slaughter house/Chicken shop, Flour Mill /Rice Mill, Any such business results in heavy electric fluctuations, Wine shop/Bear Shop.

31. In case of full plot amount paid at the time of agreement then no EMI installment is applicable till any changes required or requested by any in Total plot Price.
32. Payment made by ***Cheque/DD*** is ***subject to realization.***
33. If emi pending and not paid as per scheduled date mentioned in emi chart after agreement and same updated in our online software , a charge of 10% will be applicable per month on all pending emi amount till unpaid.
34. Plot cancellation made by customer end(2nd party), a minimum cancellation period from the date of agreement will be 24 months and after cancellation the refund of amount against said plot will be processed after 6 month from the date plot cancellation. But all the same, in case anyone who wants their paid amount back or refund, a deduction of 30% may apply on total paid amount by customer and rest can be refunded to the same.
35. *If 6 emi pending or failing to pay as per schedule from the date of agreement or when SMS received after updated in our software, company has rights to cancel their plot without any information to the customer and same will be confirmed via any (Letter/email/Mobile) communication mode, a cheque for refund amount will be provided and date on Post Dated Cheque(PDC) will be 24 months from the date of agreement.*

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment letter and the present terms and conditions would be read and taken to be part of such allotment letter.

Place :
Date :

Applicant Signature

(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

(«Signed_By»)

FOR OFFICE USE ONLY

1	**Payment Received Vide**	
2	**Cheque**/ DD **Details**	**/******
3	**Payment Received in (Rs.)**	**--/--**
4	**Payment Date**	

Name and Signature of the Verifying / Authorized Signatory._____

Verifying **/** Authorized **Signatory**

Check list for Receiving Official

(a) Booking Amount cheque/Demand Draft (DD)/ Payment Details
(b) Customer's Signature on all pages of the application form and payment plan
(c) Copy of PAN Card/Form 60/Undertaing
(d) Proof of Address
(e) One Passport size colour photograph of each applicant
(f) Mobile number of the Applicant (s)
(g) Email ID if any

(h) For Companies: Certified Copy of Board Resolution, Memorandum of Article of Association & Certificate of incorporation
(i) For Partnership Firm: Partnership Deed and authorization by all partners in favour of the applicant to purchase.
(j) For NRI: Passport copy & payment is to be through NRE/NRO A/c.

*Payment made by **Cheque/DD** is **subject to realization.**

Applicant Signature _____
(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

_____
(«Signed_By»)

ANNEXURE-1

Provisional Details of the plot

1	**Project City**	
2	**Plot Payment Plan / % of Down Payment**	**/ %**
3	**Plot Size (sqft)**	**Sqft.**
4	**Plot No**	
5	**Emi Duration** (in Months)	**EMI**
6	*Total Payment Received (**DP Amt.**) (Rs.)*	*****/****
7	**Payment Mode / Details**	**/**
8	***Rest Bal Plot Amt***	*****/****
9	**EMI Amt Per Month**	*****/****

Stamp Duty & Registration Charges Extra (as applicable)

NOTE:

- Payment made by Cheque/DD is subject to realization.
- **EMI amt above provided is according the rest amt due, if any extra payment or topup made in between, then EMI amt will be changed, and Hence a new EMI chart will be generated.**
- **EMI will start on next month's date from the date when SMS received by customer from our online software against that plot Number.**

Applicant Signature

(**«Customer_Name»**)

AUTHORIZED PERSONNEL ONLY

(«Signed_By»)