

Divine Vision Infra-Retail Pvt. Ltd.

APPLICATION FOR ALLOTMENT OF A COMMERCIAL PLOT IN GURUGRAM

To,

Divine Vision Infra-Retail Pvt Ltd

R/O C-165, Pushpanjali Enclave

Delhi-110034

Dear Sir(s),

The Applicant (hereinafter defined) understands that the Company (hereinafter defined) is promoting the Said Project (hereinafter defined).

Thereafter the Applicant is applying for allotment of a commercial plot in the Said Project and has requested the Company to allot a commercial plot. The Applicant agrees and confirms to sign the Application in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned hereinbelow.

The Applicant requests that the Applicant may be allotted the Said Commercial Plot (hereinafter defined) in the

Said Project under the Company's:

Down Payment Plan

☐

Development Payment Plan

☐

The applicant agrees and understands that in case the applicant opts for a down payment plan ☐ / Development Payment Plan ☐ , the applicant shall pay the balance amount as per the schedule for the payment plan. In the event, the applicant fails to make payment as per the payment plan the same shall be treated as a breach of the terms and conditions of the application and the allotment shall be cancelled and the company shall forfeit the Earnest Money along with Non-Refundable Amounts.

The Applicant has read the terms and conditions appended to this Application and are agreeable to the same.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

The Applicant encloses herewith a sum of Rs. _____/-
(Rupees _____ only) by bank
draft/cheque no. _____ Dated _____ drawn in favour
of the "**Divine Vision Infra-Retail Private Limited**", payable at Delhi towards booking
amount which is part of the Total Price (hereinafter defined).

The Applicant agrees that if the Company allots the Said Commercial Plot in the Said Project, then the Applicant agrees to pay the Total Price and all other amounts, Taxes (hereinafter defined), charges and dues as per the payment plan attached herewith as **Annexure-A**, opted by the Applicant and/or as and when demanded by the Company or in accordance with the terms of this Application/ Agreement.

The Applicant has clearly understood that by submitting this Application the Applicant does not become entitled to the final allotment of the Said Commercial Plot in the Said Project, notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this Application.

The Applicant has read and understood all the terms and conditions of allotment and understood his rights and obligations and agrees that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Project and it is because of this reason that the Applicant has approached the Company for allotment of the Said Commercial Plot in the Said Project. The Applicant also confirms that the Applicant has chosen to apply for allotment of the Said Commercial Plot after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market and the Applicant finds that the Said Commercial Plot /Said Project to be suitable for the Applicant's commercial use and therefore has voluntarily approached the Company for allotment of the Said Commercial Plot in the Said Project.

The particulars of the Applicant are given below for reference and record:

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

1 (i) SOLE OR FIRST APPLICANT

Title Mr./Mrs./Ms. _____

Name _____

S/W/D of _____

Nationality _____ Age _____ years _____

Profession _____

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

Profession _____

Income Tax Permanent Account No. _____

Mailing Address _____

Permanent Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Fax No. _____

E-Mail ID: _____

Please affix your

Photograph

Here

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

(ii) SECOND APPLICANT

Title Mr./Mrs./Ms. _____

Name _____

S/W/D of _____

Nationality _____ Age _____ years _____

Profession _____

Please affix your

Photograph

Here

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

Profession _____

Income Tax Permanent Account No. _____

Mailing Address _____

Permanent Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Fax No. _____

E-Mail ID: _____

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

****M/s.** _____ a partnership firm
duly registered under the Indian Partnership Act 1932, having its office at

_____ through its duly authorised partner Shri/ Smt. _____,

PAN No.: _____

OR

****** _____
a Company Registered under the Companies Act, 1956, having its corporate
identification no. _____ and having its registered office at

_____ through its duly authorised signatory Shri/Smt. _____

authorized by Board resolution dated _____ PAN No.: _____

(**Delete whichever is not applicable)

2. DETAILS OF SAID COMMERCIAL PLOT

Nature of Business: _____

Plot Area: _____ sq. mtr.

Commercial Plot Number: _____

3. DETAILS OF PRICING

Basic sale price of the Said Commercial Plot @ Rs. _____/per sq.
mtr. aggregating to Rs. _____/-(Rupees _____
_____ only)

EDC/IDC : Rs . _____ per sq. mtr

PLC : Rs. _____ per sq. mtr.

X. _____
(Sole/First Applicant)

X. _____
(Second Applicant)

X. _____
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

Total Price of the Said Commercial Plot: Rs. _____ /- (Rupees
_____ Only)

The following conditions will be complied with:-

- (a) All the Payments will be made by Cheque/Draft/Pay Order in favour of **Divine Vision Infra-Retail Pvt. Ltd.** payable at Delhi.
- (b) The basic sale price of Commercial Plot is Rs. _____/-
- (c) Applicant has applied for registration of commercial Plot with full knowledge of all the laws/notification and rules applicable to this project, which has also been explained by the company and understood by applicant at the time of Registration/Booking.
- (d) Applicant shall pay the basic sale price and other charges on the basis of "Super Area" which shall mean and include the Covered Area, Verandah, Staircase, Circulation Area, Walls, Lift, Shaft, Passages, Corridors and Lobbies etc.
- (e) The company shall have the right to effect necessary alterations in the layout plan, and/or increase/decrease the size up to 5%, and in such a case, the payment for the increase/decrease in the area shall be claimed/refunded.
- (f) The mentioned basic sale price does not include EDC/IDC, ,PLC, Power Backup, IFMS, Registration charges, Maintenance charges, Electricity Development Charges, STP charges ,WTP charges or any other charges as specified in the agreement and applicant shall undertakes to pay all the above mentioned charges in addition to basic sale price.
- (g) That the allotment of commercial plot is at the sole discretion of the company and the company has the right to reject any offer /application without assigning any reason, in that case, the company will refund the Registration/ Booking Amount only.
- (h) If there is any additional/revised EDC/IDC, levy, rate or charge of any kind attributable to the Commercial Plot as a consequence of any order of Government/ Statutory or other Local Authority, if applicable , shall be payable by the applicant on Pro-rata Basis.
- (i) The applicant shall not be entitled to get the name of his/her nominee (s) substituted in his/her place without prior approval of the Company who may, in its sole discretion, permit the same on such terms and condition as it may deem fit.
- (j) In case of change of correspondence address, the applicant shall be liable to inform the same to the company.
- (k) In case of failure of the applicant to make timely payment as per the schedule, the company reserves the right to cancel the Booking/Allotment made in favour of applicant(s) and forfeit the Booking/Earnest money, as the case may be. However , notwithstanding the foregoing, the company, may at its sole discretion, waive the cancellation of the booking/allotment and accept the outstanding dues upon payment of interest @24% compounded monthly for the period of delay
- (l) The sale deed shall be executed after receipt from applicant the full amount & other connected charges (including the cost and charges for stamp duty and other expenses for execution and registration of sale deed, mutation etc).
- (m) The applicant shall not use the said Plot other than for commercial purpose.
- (n) The applicant agrees that the allotment, sale and handing over of the possession of the said Commercial plot is subject to force majeure clause.
- (o) That in the event of any tax (i.e. VAT, GST, Service Tax etc.) or any like imposition dues, duties etc. are levied by any government/quasi government, then the same shall be borne and paid by the applicant.

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Divine Vision Infra-Retail Pvt. Ltd.

4. **DECLARATION:**

I/We, the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully,

Date _____

Place _____

Signature of First Applicant

Signature of Second Applicant

X.....
(Sole/First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)