

AKME PROJECTS LIMITED

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Branch Office : Ludhiana – Chandigarh Road (NH-95), Jandiali, Ludhiana – 141001
Tel: 91-(0) 161-2843999 Fax : 91-(0) 161-2843998
www.akmeprojects.com

Photograph

APPLICATION FORM

Dear Sir,

I/ We the undersigned request that Plot/ House/ Flat/ Shop/ Office/ Farm Land/ Storage Space/ Car Parking may be allotted to me/ us as per the Company's terms and conditions, which I/ We have read and understood and shall abide by the same as stipulated by the Company.

I/ We further agree to sign and execute all necessary agreement, as and when desired by the Company on Company's standard format.

I/ We remit herewith a sum of Rs. (Rupees.....), by Bank draft/ Cheque No.

Dated Drawn on

Bank payable at Delhi/ Ludhiana as part of earnest money. (All drafts and cheques to be made in favour of Akme Projects Ltd., New Delhi/ Ludhiana).

I/ We agree to pay further instalments of sale price as stipulated/ called for by the Company and the other charges as and when called for.

My/ Our particulars as mentioned below may be recorded for reference and communication.

1. Applicant (Sole/First)..... S/W/D/ of

2. Second Applicant Name S/W/D of

Permanent Address

.....

..... Pin Code

Telephone No. Fax No.

Correspondence Address

..... Pin Code

Telephone No. Fax No.

3. Residential Status : Residential Indian Non Resident Indian Nationality

4. Payment Plan : Down Payment Time Linked Instalment Development / Construction Linked Plan

5. Details of unit purchased :

a. Name of the project : b. Type of property :

c. Unit Number : d. Block :

e. Floor : f. Area :

g. Basic Rate : (Per Sq. Yard. / Sq. Feet/ Sq. Meter)

6. Booking : Direct Dealer/ Agent

7. If through dealer/ agent, his particulars :

Name

Address

..... Pin Code

Telephone No. Fax No.

8. Income Tax Permanent Account No.....

9. DECLARATION :

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully,

1.

2.

Signature of the applicant (s)

Place :

Date

DIRECT / AGENT
..... Signature of Intending Allottee(s)

<p>FOR OFFICE USE ONLY</p> <p style="text-align: right;">Application No.</p> <p>1. Application Accepted/ Rejected</p> <p>2. Details of unit allotted :</p> <p style="padding-left: 20px;">I. Unit number..... Type</p> <p style="padding-left: 20px;">II. Block No. Floor</p> <p style="padding-left: 20px;">III. Super Area/ Area Sq. Yard /Sq. Feet/ Sq. Meter</p> <p style="padding-left: 20px;">IV. Basic Sale Price Per Sq. Yard /Sq. Feet/ Sq. Meter</p> <p>3. No. of Car Park (s) : Covered : Open :</p> <p>4. Price Per Car Park : Covered : Open :</p> <p>5. Total Cost of Car Park :</p> <p>6. Club Membership :</p> <p>5. Payment Plan : <input type="checkbox"/> Down Payment <input type="checkbox"/> Time Linked Instalment <input type="checkbox"/> Development /Construction Linked Plan</p> <p>7. Cost of storage space :</p> <p>8. Amount received at the time of booking vide draft/Cheque No. Dated</p> <p>Rs. (Rupees</p> <p>.....) Drawn on Bank payable at New Delhi/ Ludhiana.</p> <p>Account Type :</p> <p>9. Receipt No. Dated</p> <p>10. Booking : <input type="checkbox"/> Direct <input type="checkbox"/> Dealer/ Agent Name of Agent</p> <p>Brokerage Payable :</p> <p>Dated</p> <p>Place</p>	<table border="1"> <tr> <th colspan="2" style="text-align: left;">AMOUNT RECEIVED AT THE TIME OF BOOKING</th> </tr> <tr> <td>Basic Sale Price</td> <td>.....</td> </tr> <tr> <td>E.D.C.</td> <td>.....</td> </tr> <tr> <td>Car Parking Space</td> <td>.....</td> </tr> <tr> <td>Storage Space</td> <td>.....</td> </tr> <tr> <td>Club Membership</td> <td>.....</td> </tr> <tr> <td>Other Charge</td> <td>.....</td> </tr> <tr> <td style="padding-left: 20px;">(i)</td> <td>.....</td> </tr> <tr> <td style="padding-left: 20px;">(ii)</td> <td>.....</td> </tr> <tr> <td>TOTAL</td> <td>= Rs</td> </tr> </table>	AMOUNT RECEIVED AT THE TIME OF BOOKING		Basic Sale Price	E.D.C.	Car Parking Space	Storage Space	Club Membership	Other Charge	(i)	(ii)	TOTAL	= Rs
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Authorised Signatory

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT

The terms and conditions given below are more comprehensively set out in the buyer's agreement which upon execution shall supersede. The intending allottee(s) shall sign all pages of this Application in token of the intending allottee(s) acceptance of the same.

1. The intending allottee(s) has applied for provisional allotment of a residential/commercial unit ("said unit") with full knowledge and subject to all the relevant and applicable laws/notification and rules.
2. The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the said unit will be constructed and has understood all limitations and obligation in respect thereof.
3. The intending allottee(s) has inspected the plans, designs, specifications which are tentative and are kept at the Company's office at 28, Lodhi Towers, 2nd Floor, Mall Road, Ludhiana-141001 and agrees that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
4. The Company shall have the right to effect suitable and necessary alteration in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit charges in its number, dimensions, height size, area, layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may, in its sole discretion permit the same on such terms and conditions it may deem fit.
6. The intending allottee(s) agrees that he/she shall pay the Basic Price of the unit on the basis of the super area i.e., covered area inclusive of proportionate common area.. The Basic Price does not include the following:
 - a. The preferential location charges, as may be applicable.
 - b. Interest free maintenance charges of the said unit which shall be deposited by the intending allottee(s) with the Company.
 - c. Stamp duty, registration and incidental charges as well as expenses for execution of allotment letter/agreement and sale deed, etc. which shall be borne and paid by the intending allottee(s).
 - d. Taxes being taxes payable by the Company by way of value added tax, central and state sales tax, works contract tax, service tax, education cess or any other taxes, charges, levies by whatever name called, in connection with the development of the township, payable now or in future:
 - i. A sum equivalent to the proportionate share of taxes shall be paid by the intending allottee(s) to the Company in addition to the Basic Price. The proportionate share shall be the ratio of the area of the said unit to the total saleable area of the respective project.
 - ii. The Company shall periodically intimate to the intending allottee(s), the amount payable as stated above and the intending allottee(s) shall make the payment of such amount within 30 days of the intimation.
 - e. The maintenance charges, additional preferential location charges, property tax, municipal tax on the said unit, wealth tax, government rates, tax on land, fees or levies of all or any kind by whatever name called.
 - f. The cost of electricity including electricity fittings, fixtures, geysers and electric meter and its connection. The cost of installation of the equipment for procuring and supplying water as well as the charges for water connection.
 - g. The club charges and any other charges that may be payable by the intending allottee(s) as per the allotment letter/agreement.
 - h. Any changes in the government charges/external development charges (EDC) referred to in clause 8.
7. The intending allottee(s) agree(s) to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Ludhiana only.
8. The intending allottee(s) agree(s) to pay on demand increase in EDC, if any levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. The intending allottee(s) acknowledges that in case the EDC charges are levied/demanded by the government or any other authority from the Company with retrospective effect or after execution of the conveyance deed, the intending allottee(s) shall be liable to pay the same on demand.
9. The Company and the intending allottee(s) hereby agree that the amounts paid with the application and in instalments as the case may be, to the extent of 20% of the Basic sale price of the unit will collectively constitute the earnest money. The intending allottee(s) agrees that the Company shall be entitled to forfeit the earnest money in case of non-fulfilment of the terms & conditions as contained herein and those of allotment letter/agreement as also in the event of failure by the intending allottee(s) to sign and return the allotment letter /agreement within the time allowed by the Company.
10. The intending allottee(s) agree(s) that the time shall be of essence in respect of all the payments to be made pursuant hereto. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms & conditions for purchase of the said unit, failing which the intending allottee(s) shall have to pay simple interest @ 18% per annum on the delayed payments without prejudice to the right of the Company to forfeit the earnest money in the event of irregular/delayed payments/non-fulfilment of terms of payment and cancel the allotment, at the sole discretion of the Company.
11. The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes/charges, levies or assessment whether levied now or in future, on land and /or the building as the case may be from the date of allotment.
12. The sale deed shall be executed and registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from the intending allottee(s) full price and other connected charges. The intending allottee(s) shall pay as and when demanded by the Company, stamp duty & registration charges/mutation charges and all other incidental & legal expenses for execution and registration of sale deed/mutation of the unit in favour of the intending allottee(s).
13. The intending allottee(s) shall get his or her complete address registered with the Company at the time of booking and it shall be the responsibility of the intending allottee(s) to inform the Company by registered A/D letter about all subsequent changes, in any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by the intending allottee(s) at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur their from. In all communication, the reference of property booked must be mentioned clearly.
14. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the Company.

15. Unless a conveyance deed is executed and registered, the Company shall for intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
16. The intending allottee(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the units in the township to anybody or altogether decide to put at abeyance the project itself, for which the intending allottee(s) shall not have any rights to raise any dispute or claim any right/title/interest/ on the acceptance of the Application and the receipt of the booking amount being received by the Company with this Application from the intending allottee(s). In such case, the intending allottee(s) shall be entitled to refund of only the amount paid to the Company.
17. The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as per the ruling on date of execution hereof if however, during the progress of the work escalation in cost takes place which will be based on all India Whole Sale Index for all commodities the effect of such increase as assessed by the Company and intimated to the intending allottee(s) shall be payable by him/her over & above the price. Calculation of escalation will be done as per the formula mentioned in escalation clause of the allotment letter/agreement. The decision of the Company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and recovered by the Company from the intending allottee(s) with any one or more of the instalments or separately.
18. The intending allottee(s) agree that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitisation of receivables of the said unit subject to the said unit being free from any encumbrances at the time of execution of the conveyance deed. The Company/financial institution/banks shall always have the first lien/charge on the said unit for all its dues and other sums payable by the intending allottee(s) or in respect of the loan granted for the purpose of the construction.
19. The intending allottee(s) agree that in case the intending allottee(s) opts for a loan arrangement with any financial institutions/banks for the purchase of the said unit, the conveyance of the said unit in favour of the intending allottee(s) shall be executed only upon the Company receiving the no objection certificate from such financial institutions/banks.
20. The intending allottee(s) shall indemnify and keep the Company, its nominees, agents, representatives, 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 of the said terms and conditions by the intending allottee(s) as mentioned in the Application and the allotment letter/agreement.
21. The intending allottee(s) agrees that all remittances, acquisition/transfer of the said unit, any refund, transfer of security etc., shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of the non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
22. The intending allottee(s) agree that in the event of any dispute or differences arising out or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the intending allottee(s) and the Company shall be referred to the sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments or modifications thereof for the time being in force. The arbitration proceedings shall be conducted at New Delhi. Subject to the foregoing, the Courts at New Delhi alone shall have jurisdiction.
23. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said unit.
24. The Company is not required to send reminders/notices to the intending allottee(s) in respect of the obligations of the intending allottee(s) as set out in the Application and/or the allotment letter/agreement and the intending allottee(s) is required to comply with all the obligations on its own.
25. The allottee shall not use the premises for any activity other than the use specified for.
26. In case there are joint intending allottees, all communication shall be sent by the Company to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee(s).
27. The intending allottee(s) agrees that the sale of the said unit is subject to force majeure clause which interalia include delay on the account of non-availability of steel/or cement or other building materials or water supply or electric power or slow down strike or due to the dispute with the construction agency employed by the Company, civil commotion ,or by reason of war , or enemy action or earthquake or any act of god , delay in certain decision/clearances from statutory body, or if non-delivery of possession is as result of any notice, order , rules or notification of the Government and/or any other public or competent authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The Company as a result of such a contingency arising reserves the right to alter or vary terms and conditions of allotment or if the circumstances , beyond the control of the Company, so warrant , the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by intending allottee(s) without any interest or compensation whatsoever.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Signature of the Intending allottee(s)

(i)

(ii)

Date :-

Place :-