

TRICONE

## APPLICATION FORM

Application no. \_\_\_\_\_

To,

**Tricone Projects India Ltd.**

S-2, 2nd Floor, Mahatta Towers,  
Star City Mall, Mayur Vihar, Delhi, India  
Pin Code – 110091

Affix Latest  
Passport Size  
Photograph

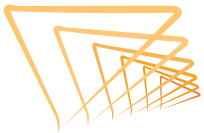
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I/We ("Intending Allottee") wish to express our interest in the provisional allotment of a residential plot/piece admeasuring \_\_\_\_\_ Sq Ft. in your project at Indore in "Tricone City" on Khandwa Road, Indore under Lump sum payment Plan/ Installment Payment Plan as per the terms and conditions specified in the Annexure 'A' attached to this Application Form.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by Bank draft/cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_ being 10% (Ten percent) of the Basic Consideration set forth herein as Booking amount in your forthcoming Project Tricone City at Khandwa Road, Indore. The total amount shall remain as advance registration amount against a Provisional allotment in the forthcoming above Township project, subject to the following conditions:

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and /or as stipulated /demanded by the Company, failing which the allotment will be cancelled and the earnest money alongwith interest, if any due shall be forfeited by the Company. My/our particulars are given below:  
That:

1. Upon the acceptance of this Application Form by the Company, I/We agree to pay all further installments of Basic Sale Price in accordance with the payment schedule mentioned in this Application Form and/or the Agreements ("Payment Schedule") and such other charges as may be due and payable by me/us to the Company as and when called for by the Company.
2. I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional allotment and/or possession of the residential plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application.
3. I/We further agree to sign and execute such other agreement(s) or deed(s) ("Agreements") as may be required by the Company for the purposes of the Proposed Allotment.
4. If I/ We fail to execute and return the Allotment letter within 30 days from the date of its dispatch by the Company then this application shall be treated as cancelled only at the sole discretion of the Company and the Earnest Money (as specified in Clause 10 of the Principal Terms and Conditions annexed to this Application Form) paid by me shall be forfeited.
5. I/We have fully satisfied myself/ourselves about the interest and title of the Company in the land on which the Plot will be demarcated and has understood all limitations and obligations in respect thereof.



- 6. I/ We agree to abide by the terms and conditions of this Application including those relating to payment of sale price and other charges, forfeiture of earnest money and execution of the Allotment Letter.
- 7. The plot may be allotted to me/us at basic negotiated rate as mentioned herein above. The preferential Location Charges (PLC) other charges or any other statutory levies /charges shall be over and above the said rate shall be borne and paid by me/us.

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

A. I/we opt for the following plot size subject to a variation of 10%

<b>PLOT AREA (Sq.Mtrs.) Approx.</b>	<b>PLOT AREA (Sq.Ft.) Approx</b>	<b>Tick Box</b>
186	2000	
279	3000	
372	4000	

- A) Residential status : Resident / Non resident Indian /Person of Indian Origin
- B) I/We am/are assessed to Income Tax.

**First Applicant:**

**Second Applicant**

Mr./Mrs./M/s..... Mr./Mrs./M/s.....

S/o..... S/o.....

R/o..... R/o.....

.....

Phone/Mobile..... Phone / Mobile.....

Fax/E-Mail..... Fax/Email.....

PAN No..... PAN No.....

Yours faithfully,

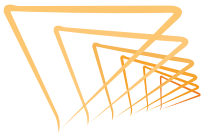
**(FIRST APPLICANT)**

**(SECOND APPLICANT)**

**B. Payment Plan**

(i) Lump sum payment

(ii) Installment



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**C. Note:**

1. For details please see the price list
2. Payments to be made by A/C Payee Cheque(s)/ Demand Draft in favour of "Tricone Projects India Limited" payable at New Delhi/Indore
3. Stamp Duty and Registration Charges etc. shall be extra at actual and to be borne by the applicant.
4. The Total price above does not include :
  - a. External Development Charges, Water Installation Charges, External Electrifications Charges, Gas Pipelines, Club Membership and charges including levies/taxes as may be applicable;
  - b. The Company shall intimate to the intending allottee, the amount payable as stated above and the intending allottee shall make payment as and when demanded.

**D. DECLARATION**

I/We undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/information given by me/us is true and correct and nothing has been concealed by me/us which renders any of the aforesaid information untrue or misleading in any respect.

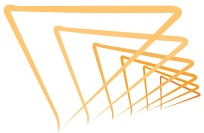
Yours faithfully

**Signature of the Applicant(s)**

Place: \_\_\_\_\_

Date \_\_\_\_\_

Name and Address of the  
Estate Agent / Authorised  
Signatory



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## Tricone City – Khandwa Road, Indore

### FOR OFFICE USE ONLY

Application No.....

Mode of Booking\*

Direct

Agent

Plot Size .....(Mob.):..... date of Booking.....

Dealing Executive..... Checked / Verified by.....

Priority No.....

No. of Joint Applicants\_\_\_\_\_

Club membership:\_\_\_\_\_

Payment Plan\*: Lump sum payment

Installment

Amount received at the time of booking vide Draft/Cheque  
no.\_\_\_\_\_ dated\_\_\_\_\_vide our receipt no.\_\_\_\_\_  
dated\_\_\_\_\_.

Dated\_\_\_\_\_

Place\_\_\_\_\_

Authorised Signatory

\*(tick whichever is opted)



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## Price List & Payment Plan of Plot. Price Applicable from 27, September 2009

Basic Sales Price (BSP*)	Rate (Per Sq. Ft.)
Lump-sum Payment Plan	Rs. 410/-
Installment Payment Plan	Rs. 440/-

Lump sum payment Plan	
At the time of booking	10% of BSP*
Within 45 days of allotment	85% of BSP* + 100% PLC**
At the time of offer of possession	5% of BSP* + other charges

Installment Plan	
At the time of booking	10% of BSP
On Allotment	15% of BSP
March, 2010	20% of BSP
June, 2010	15% of BSP + 50% of PLC*
September, 2010	15% of BSP
December, 2010	20% of BSP + 50% of PLC*
At the time of offer of possession	5% of BSP + other charges

### Preference Location Charges (PLC\*\*)

Park facing or wider road (15 Mtr.or More) or corner	5%
Any two above	7%
All three	9%

### Other Charges-

Club Membership Fee (At the time of offer of possession)

**Rs. 20,000/-**

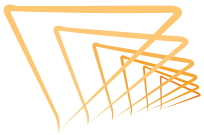
### Note -

- Price ruling on the date of booking and acceptance by the company shall be applicable. The above prices are subject to change at the sole discretion of the company.
- Terms and conditions stated herein merely indicative. These are subject to revisions/modifications at the sole discretion of the Company.
- Possession of Unit shall be given as per the terms of allotment after receiving final payment along with other charges and execution of Sale Deed.
- The above rates do not include charges for E.D.C. Lump sum Maintenance for limited period, water & Sewer connection charges, water and administration expenses, electricity charges and such levies/taxes as may be applicable.

**TERMS AND CONDITIONS FOR ALLOTMENT  
(To form part of the Application Form)**

The Principal Terms and Conditions for the provisional allotment are set out herein below which shall form part and parcel of the Comprehensive Allotment Letter to be executed between the Company and the intending allottee(s).

1. The Project is located at Village Datoda, Indore Khandwa Road, Indore, Madhya Pradesh. That the current development is for "Tricone City".
2. That the Company shall have exclusive right to accept/reject this application in its sole discretion.
3. The Intending Allottee(s) has applied for provisional allotment of the Plot with full knowledge of and subject to all applicable laws including rules, regulations, notifications, ordinances, policies, laws, by-laws, directions, or other requirements of any governmental authority, which have been explained by the Company and completely understood by him/her.
4. The Intending Allottee(s) has fully satisfied himself/herself about the interest and title of the Company in the land on which the Plot will be demarcated and has understood all limitations and obligations in respect thereof. The Intending allottee will not have any further investigation/objection in this respect.
5. The Intending Allottee(s) has seen and accepted the tentative plans, designs, specifications of the Project/ Plot and agrees that the Company may effect such variations, additions, alterations, deletions and modifications therein as the Company may, at its sole discretion deem 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.
6. The Intending Allottee(s) agrees that he/she shall pay the price of the Plot/Built up House as specified in the Agreement ("Consideration") on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. The Intending Allottee also agrees to make all payments through demand drafts/ cheques payable at New Delhi.
7. Basic Selling Price does not include EDC (External Development Charges and/or any other charge of similar nature levied by the Government/ Authority(s)). The Intending allottee(s) agrees to pay the same as and when demand is raised by the Company for the same.
8. All rates, fees, taxes, charges, assessment of municipal or otherwise and other levies of whatsoever nature shall be borne by the Intending Allottee(s) and shall be payable within the period specified in this regard. If such rates, fees, taxes, charges, assessment of municipal or otherwise and other levies of whatsoever nature are increased (including with retrospective effect) after the sale deed/ lease has been executed then these charges shall be treated as unpaid sale price of the plot and the company shall have lien on the plot of the Intending Allottee for the recovery of such charges.
9. The external development charges for the external services to be provided by the State Government of Madhya Pradesh will be charged extra as laid down by the State Government of Madhya Pradesh and in case of any increase in these charges in future the same shall be paid by the Intending Allottee(s) as and when demanded by the Company.

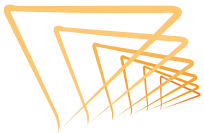


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10. The Company and Intending Allottee(s) hereby agree that the amount paid with the application for booking, to the extent of 10% of the Basic Consideration of the Plot constitutes the earnest money ("Earnest Money"). In the event the Company rejects the Application of the Intending Allottee (s), the Earnest Money shall be returned to the Intending Allottee(s) within a period of 30 days without any interest thereon. The Earnest Money shall stand forfeited in case of non fulfillment of the Terms and Conditions of Allotment and those of the Agreement as also in the event of failure by the Intending Allottee(s) to sign the Agreement within the stipulated time;
11. The Intending Allottee(s) agrees that in the event, during the demarcation of the Plots there is escalation in the cost of labour and services used by the Company for the Plot resulting in an increase in the cost of the Plot, such increase as assessed by the Company and intimated to the Intending Allottee(s), shall be payable by him over and above the Consideration. The decision of the Company in this respect shall be final and binding on the 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 installment or separately.
12. The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as applicable and in a manner and within the time as stated in the payment plan. However, the intending Allottee has specifically agreed that if due to any change in the layout plans, the said plot ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the plot becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the payment plan.
13. The time for payment of balance consideration or each installment thereof, as the case may be, as specified in the Payment Plan is the essence of this arrangement. The Allottee(s) shall adhere to the Payment Plan and comply with all other terms and conditions of allotment failing which the Intending Allottee(s) shall have to pay interest @ 18% per annum as per the agreement on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Company. The Company may at its sole discretion vary the time for payment of balance installments after due notice to the allottees.
14. The Intending Allottee(s) further agrees that the Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the change in the situation of the Plot, change in its number, dimensions, area layout or otherwise.
15. Except where the transfer is in favour of the nominee, whose name has been specified by the Intending Allottee(s) in the Agreements, the Intending Allottee(s) shall not be entitled to get the name of any other person substituted in his/her place without the prior approval of the Company. The Company may at its sole discretion, decline or grant such approval subject to such terms and conditions as it may deem fit.
16. The Company shall endeavor to give the possession of the Plot to the allottee(s) within the committed period of 24 months subject to force majeure circumstances and on receipt of complete payment of the Consideration and other charges due and payable up to the date of possession according to the payment plan applicable to him/her. The Company on completion of the development of the colony shall issue final call notice to the Intending Allottee(s), who shall within 30 days thereof, remit all dues and take possession of the Plot, in the event of his/her failure to take possession of the Plot for any reason whatsoever, he shall be deemed to have

taken possession of the allotted Plot and shall bear all maintenance charges and any other levies on account of the allotted Plot. The Intending Allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the Company.

17. The sale Deed shall be executed and got registered in favour of the Intending Allottee(s) within the reasonable time after the completion of the development work at site and after receipt from his/her full Consideration and other dues and charges and expenses as may be payable or demanded by/from the Intending Allottee(s) in respect of the Plot allotted to him. The Intending Allottee(s) shall take possession of the said residential Plot within such period as may be mentioned in the "Offer of Possession" issued/sent by the Company. Cost of stamp duty and registration/mutation, documentation charges etc., as applicable will be extra and shall be borne by the Intending Allottee(s).
18. The Company shall appoint a Maintenance Agency that shall provide maintenance and common facilities and services to all the Plots in the Colony. For the purposes of availing such maintenance and common facilities, the Intending Allottee(s) shall, at the time of taking possession of the Plot, execute the Maintenance and Services Agreement.
19. The Company reserves the right to change location/ number/area of the plot.
20. The Intending Allottee shall undertake to execute the sale deed with Sixty (60) days from the date of offer of possession failing which the Intending Allottee authorizes the Company to cancel the allotment and forfeit the earnest money, delayed payment interest etc, and refund the balance price paid by the Allottee without any interest.
21. The allotment of the Plot is entirely at the discretion of the Company.
22. The Intending Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable him/her as the owner/allottee of the Plot.
23. The Intending Allottee shall be bound to start construction of the house with due sanction of the Competent Authority within a period of Two (2) years from the date of offer of possession by the Company failing which, he shall be liable to pay penalty of 2% of the total cost of plot each year to the Company.
24. The Intending Allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in FEMA or other applicable laws including that of remittances of payment(s) for acquisition of property and for submission of any documents/ declarations etc. as may be prescribed.
25. All or any disputes arising out or touching upon or in relation to the terms of this application and/or allotment letter including interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussions failing which the same shall be settled through Arbitration. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The Sole Arbitrator shall be appointed by the Company whose decision shall be binding upon the parties.
26. The Plot shall be used only for the residential purpose. The Intending Allottee(s) shall not be entitled to sub divide or make any additions/alterations in the area of the Plot without the prior permission of the Company.
27. The Intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered AD letter about all subsequent changes, if any, in his/her address failing which all demand notices and letter posted at the first registered address will be deemed to have been received by him/her at the time when those



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should ordinarily reach such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications the reference of property booked must be mentioned clearly.

28. In case there are any joint Intending Allottees all communications shall be sent by the Company to the Intending Allottee 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 Allottee(s) and no separate communication shall be necessary to the other names Intending Allottee(s).
29. The Intending Allottee(s) agrees that the sale of the Plot is subject to the force majeure clause which inter alia includes delay on account of non availability of water supply or electricity or slow down strike or due to a dispute with the development agency employed by the Company, civil commotion or any reason of war or enemy action or earthquake or any act of god, delay in certain decisions, clearances from statutory body or if non delivery of possession is as a result of any notice, order rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall not be obliged to perform hereunder for the duration of such event of Force Majeure and to the extent so affected, provided that the Company shall use all reasonable efforts to continue to perform its obligations hereunder and to mitigate the impact of such event of Force Majeure expeditiously and diligently.
30. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of the allotment or if the circumstances, beyond the control of the Company, so warrants 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 the Intending Allottee(s) without any interest or compensation whatsoever.

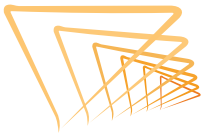
I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment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

I/We are fully conscious that it is not incumbent on the pan of the company to send us reminders/notices in respect of our obligation as set out in this application and/or allotment Letter and I/We shall be fully liable for any consequence in respect of defaults committed by me/us in not abiding by the terms and conditions contained in the application and/or Allotment Letter. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

**Signature of the Intending Allottee(s)**



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### ACKNOWLEDGEMENT RECEIPT FOR EARNEST MONEY

Ref: Application Form No. \_\_\_\_\_ dated \_\_\_\_\_ ("Application Form")

We hereby acknowledge the receipt of sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from Mr. \_\_\_\_\_ vide Bank draft/cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_ being 10% (Ten Percent) of the Basic Consideration as earnest money\* for the provisional allotment/ reservation of the residential plot situated in/to be developed under Project \_\_\_\_\_ of the Company, details whereof are set out in the allotment Application Form.

The above payment is subject to the terms and conditions stipulated in the Terms and Conditions of Allotment as set out in the Application Form and any further agreement executed in relation thereto.

**Authorised Signatory**

\*Bank Drafts/ cheques are subject to actual realization