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**Platinum Devcon Projects Pvt.Ltd.**  
**Office no 08, 1<sup>st</sup> Floor, DDA Market,SEC-2, Rohini,**  
**New Delhi 110085**  
**Website : [www.platinumdevcon.com](http://www.platinumdevcon.com)**  
**Email: [info@platinumdevcon.com](mailto:info@platinumdevcon.com)**

**SUB: APPLICATION FOR PROVISIONAL REGISTRATION FOR AN PLOT IN YOUR UPCOMING PROJECT AT KUND (P.O) GAINDKHAL RISHIKESH-SHILOGI ROAD PAURI GARWAL U.K. "NATURE VALLRY" (the said "Project")**

Dear Sir,

- a. The Applicant understands that the Company (hereinafter defined) is promoting the Said Project (hereinafter defined).
- b. The Applicant requests that the Applicant may be allotted a PLOT (s) (hereinafter defined) in the Said Project as per the Company's:  
  
(i) Down Payment Plan **OR** (ii) Installment Payment Plan
- c. The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same.
- d. The Applicant encloses herewith a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by Bank Draft/ Cheque No. \_\_\_\_\_ drawn in favour of the Company payable at \_\_\_\_\_ as booking amount.
- e. The Applicant agrees that if the Company allots an PLOT then the Applicant agrees to pay the Basic Price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant and/ or as and when demanded by the Company or in accordance with the terms of this Application / Allotment letter / Agreement (hereinafter defined) that shall be executed by the Company, on the Company's standard format.
- f. The Applicant has clearly understood that by submitting this Application the Applicant does not become entitled to the final allotment of the Said PLOT in the Said Project notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant. The Applicant further understands that it is only after issuance of the allotment letter, the allotment will get confirmed after the Applicant signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said PLOT shall become final. If the Applicant fails to execute and return the Agreement within forty five (45) days from the date of its dispatch by the Company then the Company shall have the discretion to treat this Application as cancelled and on such cancellation the Earnest Money (hereinafter defined) along with the Non Refundable Amounts (hereinafter defined), paid by the Applicant shall stand forfeited. The Applicant understands that if for any reasons, the Company is not in a position to finally allot the Said PLOT within a period of one (1) year from the date of this Application, the Company shall refund the amounts deposited by the Applicant with simple interest @ 10 % per annum calculated for the period such amounts have been lying with the Company for which the Applicant will give **notice in writing to** the Company after the expiry of one year. The Company shall refund such amounts **within 60 days of receipt** of such notice from the Applicant. The Applicant understands that the Company shall have no other liability of any kind except the refund of this amount.

- g. The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the Said PLOT and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Project/ Said PLOT. 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.
- h. Notwithstanding anything contained herein in this Application, the Applicant understands that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.
- i. The Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Basic Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.

**The particulars of the Applicant(s) are given below for Company's reference and record:**

1. (i) **SOLE OR FIRST APPLICANT(S) Mr./Mrs./Ms.** .....

S/W/D of.....

Nationality.....Age.....years

Profession: (Please specify).....

(Service/Professional/Business/Housewife/Student/Any Other)

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

Annual Income:.....Source of Funding.....

PAN.....Ward/Circle.....

MailingAddress.....

.....

Mob No.....

TelNo.....Fax No.....E-Mail.....

Permanent Address.....

.....

Mob No.....

TelNo.....FaxNo.....E-Mail.....

Office Name & Address.....

Mob No.....

TelNo.....FaxNo.....E-Mail.....



(ii) **JOINT OR SECOND APPLICANT(S) Mr./Mrs./Ms.** .....

S/W/D of.....

Nationality.....Age.....years

Profession: (Please specify).....

(Service/Professional/Business/Housewife/Student/Any Other)

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

Annual Income:.....Source of Funding.....

PAN.....Ward/Circle.....

Mailing Address.....

.....

.....Mob No.....



Tel No.....Fax No.....E-Mail.....

Permanent Address.....

.....Mob No.....

Tel No.....Fax No.....E-Mail.....

Office Name & Address.....

.....Mob No.....

Tel No.....Fax No.....E-Mail.....

**OR**

\*M/s. \_\_\_\_\_ a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorised by resolution dated \_\_\_\_\_ Shri/Smt. \_\_\_\_\_ (copy of the resolution signed by all Partners required). PAN: \_\_\_\_\_  
TIN: \_\_\_\_\_ Registration no. \_\_\_\_\_  
Annual Income: \_\_\_\_\_ Source of Fund: \_\_\_\_\_

\*\*M/s. \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its corporate identification no. \_\_\_\_\_ through its duly authorised signatory Shri/Smt. \_\_\_\_\_ authorised by Board resolution dated \_\_\_\_\_ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: \_\_\_\_\_  
Annual Income: \_\_\_\_\_ Source of Fund: \_\_\_\_\_  
(\*\*Delete whichever is not applicable)

Regd.Office Address:.....

Tel No.....

Fax No..... E-Mail.....

Contact Person Name:..... Mob No .....

MailingAddress.....

Tel.No.....Fax No.....E-Mail.....

DETAILS OF PLOT- \_\_\_\_\_

PLOT Location Preferences\*

(i) Valley Facing.....

(\* The preferential allotment is subject to availability of the PLOT & PLC charges.)

Parking Preference:

DETAIL OF PRICING

Sale price (PLOT):@Rs. \_\_\_\_\_

( Rupees \_\_\_\_\_ only).

4. DECLARATION:

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Yours faithfully

(Signature of First Applicant)

(Signature of Second Applicant)

Date \_\_\_\_\_

Place \_\_\_\_\_

..... FOR OFFICE USE ONLY.....

1. ACCEPTED..... REJECTED.....
  2. DETAILS OF PLOT  
PLOT.....
  3. DETAIL OF PRICING:  
Sale price (PLOT): @ Rs. \_\_\_\_\_/- aggregating to Rs. \_\_\_\_\_ only).
  4. PAYMENT PLAN: Down Payment Plan /Installments
  5. Payment received vide Cheque/DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ as booking amount.
  6. BOOKING: DIRECT/ THROUGH SALES ORGANISER (BROKER)
  7. Broker's Name, Address & Stamp with signature: \_\_\_\_\_
- 
8. Check-list for Receiving Officer:
    - (a) Booking amount.
    - (b) Customer's signature on all pages of the application form.
    - (c) Address and Identification Proof (s).
    - (d) PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
    - (e) For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the Company.
    - (f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant / IPI-7/ Passport Photocopy.
    - (g) For NRI: Copy of Passport / Foreign Inward Remittance from the account of the Applicant(s) / NRE / NRO A/c of the Applicant.
    - (h) For Partnership Firm: Partnership deed and authorization to purchase.

Receiving Officer's Name:.....

Receiving Officer's Signature:.....

Place.....

Date:

TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION, FOR ALLOTMENT OF A PLOT IN THE "Nature Valley-2" AT KUND RISHIKESH-SHILOGI ROAD PAURI GARHWAL U.K.

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

**Definitions and Interpretation:**

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

**“Applicant”** means person (s), applying for allotment of the Said PLOT, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

**“Application”** means whole of this Application form including all annexure, schedules, terms and conditions for allotment of the Said PLOT in the Said Project.

**“Agreement”** means the PLOT the agreement to sell to be executed by the Applicant and the Company on the Company's standard format.

**“Company”** means Platinum Devcon Projects Pvt.Ltd. Having its registered office at Jang Pura Delhi-110034, and includes its sister concerns, subsidiary (ies), associate (s) and holding company.

**“PLC”** means charges for the preferential location of the Said PLOT payable/ as applicable to be calculated on the per sq. ft./per sq. mtr. Basis of super area of the Said PLOT, as mentioned in item no. 3 of this Application hereinabove.

**“Additional PLC”** means the charges payable in addition to the PLC for the Said PLOT being additionally preferentially located, calculated on per sq. feet basis of the super area of the Said PLOT.

**“Earnest Money”** means 20% of the Total Price of the Said PLOT payable by the Applicant.

**“DC”** shall mean the charges for Development Charges levied/ leviable on the Said Project (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.

**“IDC”** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

**“Non Refundable Amounts”** means interest paid or due on delayed payments, deduction of brokerage paid by the Company, if any, etc.

**“Said Project”** means the project to be developed on Said Land under the name and style of “Nature Valley ” as per the buildings plans as approved by the competent authority, comprising of residential Plot, buildings, club house, etc.

**“Said Land”** means the land admeasuring approximately .

**“Taxes”** shall mean any and all taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said PLOT/ Said Building/ Said Project.

**“Force Majeure”** means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) Strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries, due to nonpayment of or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;

- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Project/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) Any event or circumstances analogous to the foregoing.

**“Sale Price”** means the amount calculated on per PLOT basis of the Said PLOT but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application / Allotment Letter /Agreement, including but not limited to –

- i) DC, increase in, wealth tax, and government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Project.
- ii) Maintenance charges, Additional PLC, property tax, municipal tax on the Said PLOT.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.
- iv) Taxes.
- iv) IBMS
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Applicant.
- ix) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.

Which amounts shall be payable by the Applicant in accordance with the terms and conditions of the Application / Agreement and as per the demand raised by the Company from time to time.

1. The Applicant has applied for allotment of the Said PLOT and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said PLOT/ Said Building/ Said Project and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said PLOT/ Said Building/ Said Project is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.
2. The Applicant shall pay the Price of the Said PLOT in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said PLOT and other charges are calculated on the basis of the super area (defined in the “Agreement” of the Said PLOT which is tentative and any increase or decrease thereof shall be payable or refundable, however, in case of any alteration / modification resulting change in the super area of the Said PLOT or material change in the specifications of the Said PLOT, any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the differences.
3. The Applicant has seen and accepted the plans and has applied for the allotment of the Said PLOT with the specific knowledge that the building plans, allotment, designs, specifications, measurements, space, area, dimensions, location and number of the Said PLOT, floor plans and all other terms and conditions are tentative and are liable 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.

4. The Applicant agrees and understands that in addition to Basic Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as a sum equivalent to the proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the super area of the Said PLOT to the total super area of all the Plot, other buildings, shops, club, school etc. in the Said Project. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, club and school, if any, constructed in the Said Project.
5. The Applicant agrees to make payment of any further increase in Development Charges & interest thereon, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant. The pro-rata demand made by the Company to the Applicant with regard to Development Charges/ increase in Development Charges shall be final and binding on the Applicant. If the Development increased Development is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the Development charges increased Development Charge is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said PLOT/ Parking Space(s) and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said PLOT/ Parking Space(s) till such unpaid charges are paid by the Applicant.
6. The Applicant agrees that if due to any change in the location, lay-out plan/building plan of the Said Project/ Said PLOT -: (A) The Said PLOT ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be adjusted / refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the payment plan opted by the Applicant. (B) The Said PLOT becomes preferentially located, if at the time of the Application it was not preferentially Located, the Applicant shall pay PLC of the PLOT to the Company as applicable and as demanded by the Company. (C) The Said PLOT becomes additionally preferentially located; the Applicant shall pay Additional PLC to the Company as applicable and in the manner as demanded by Company. The Applicant understands that in case of change in the location of the Said PLOT by the company in its sole discretion or due to change in the layout plan/building plan of the Said project/ Said PLOT or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove
8. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Project/Said Building/Said PLOT or land appurtenant thereto, 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 on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till them Said PLOT is assessed separately
9. The Applicant agrees / understands that it is mandatory to; (I) take club membership (II) Spaces (III)..... Along with a PLOT in the Project, the amount for these shall be paid as and when demanded by the Company and the Applicant will be required to sign the necessary documents for membership of the club, Parking space and .....which shall contain the detailed terms and conditions. The Club membership, taken / allotted by / to the Applicant shall be an integral part of the Said PLOT which cannot be sold/dealt with independent of the Said PLOT.
10. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended.
12. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ conveyance deed of the Said PLOT, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said PLOT and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Applicant, without any interest, upon realization of

money from resale / re-allotment to any other party, provided that the Applicant is not in breach of any terms of this Application/ Agreement.

13. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within forty five (45) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said PLOT. The Company shall thereafter be free to resell and/or deal with the Said PLOT in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said PLOT but without any interest or compensation of whatsoever nature.
14. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 18% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18 % per annum.
15. The Company may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
16. The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said PLOT subject to the Said PLOT being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Said PLOT for all its dues and other sums payable by the Applicant. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said PLOT, the conveyance of the Said PLOT in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
17. The Applicant agrees that in case the Applicant is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Said PLOT, any refund, transfer of security etc., shall be made in accordance with the provisions of 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 non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.
18. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
19. The Company may give timely payment rebate on timely payment of all the amounts payable under and in accordance with this Application/Agreement. If the Applicant has opted for a down payment plan, then the Applicant may be given the timely payment rebate provided the Applicant makes payment of the balance amount within 30 days from the date of booking. If the Applicant has opted for installments payment plan, then the Applicant may be given the timely payment rebate provided the Applicant has made timely payment of all the installments as per the schedule of payments attached with the Agreement and also of all amounts / charges, security amounts in accordance with the Application / Agreement. The adjustment of the timely payment rebate will be done at the time of payment of last installments payable by the Applicant at the time of offer of possession and not earlier.



20. The Applicant agrees that, in the event of any dispute or differences arising out of or touching upon 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 Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Delhi only. The courts at Delhi shall alone have the jurisdiction.

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

Date:

Place:

SIGNATURE OF THE FIRST APPLICANT

SIGNATURE OF THE SECOND APPLICANT