



TRICONE
City

Patiala

Global Standards, Indian Values

Patiala Site and Marketing Office:

10th Milestone, Hardaspur, Sirhind Road, Near Laxmibai Dental Hospital, Patiala
Punjab, Pin Code: 147 001, India
Phone: +91 9779094829, 9876337829

Corporate Office:

Tricone Projects India Limited
1702 & 1702A, 17th Floor, World Trade Tower,
C-1, Sector-16, Noida, Uttar Pradesh, Pin Code: 201301, India
Phone: +94 120 6205900, 6205901



TRICONE



Tricone City Patiala

Global Standards, Indian Values

A 100% FDI (Foreign Direct Investment) Company

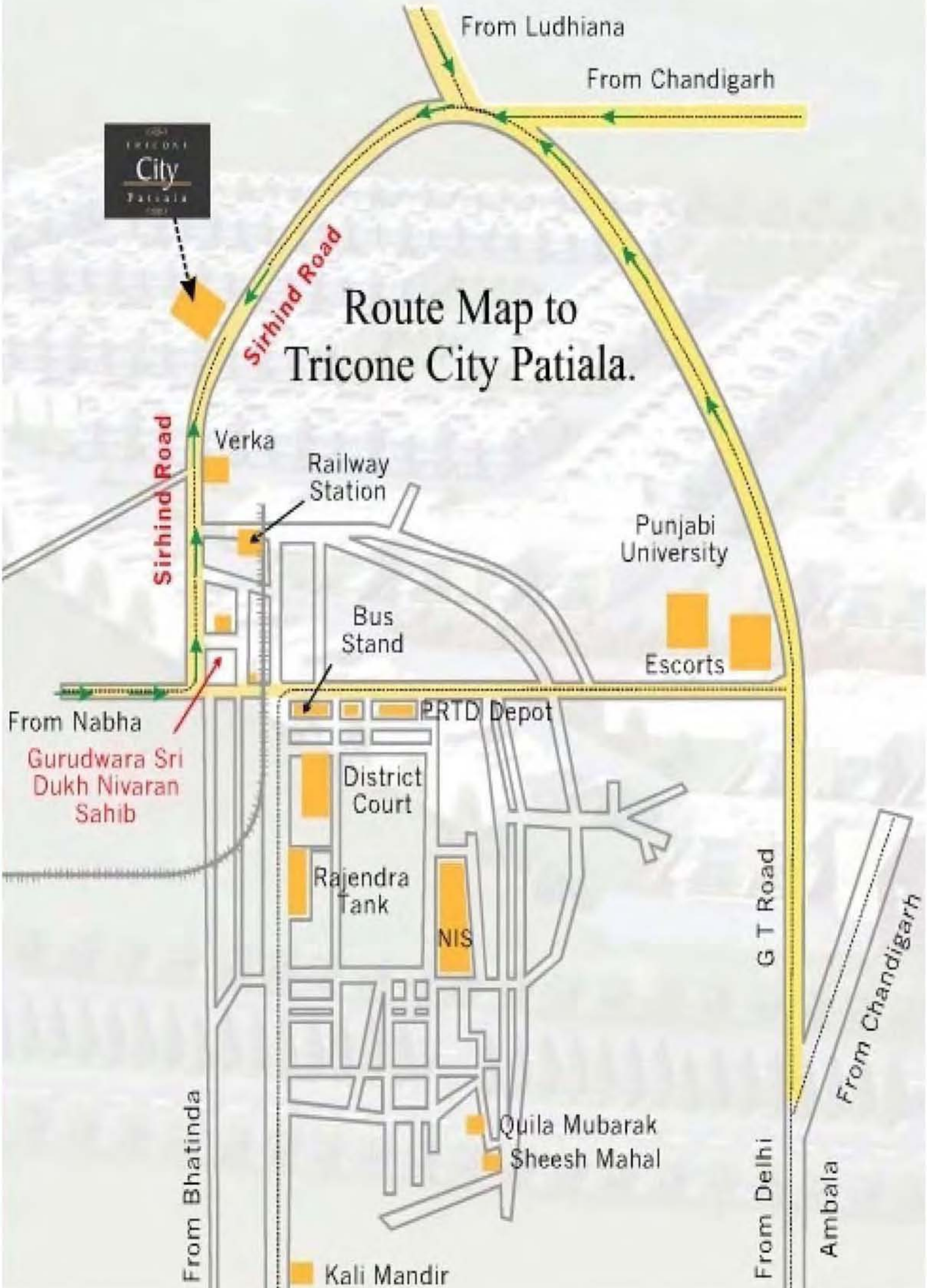


**TRICONE
CITY**

TRICONE
CITY



Route Map to Tricone City Patiala.





TRICONE PROJECTS INDIA LIMITED

Dear Buyer / Investor / Client,

Welcome to Tricone City Patiala promoted by Tricone Projects India Ltd (TPIL), a 100% FDI(Foreign Direct Investment) Company which brings with it international methods and practices relevant to the Indian real estate scenario.

Committed to deliver excellence, the Company is focused on providing housing solutions at affordable prices by implementing townships in Tier II cities in India. The projects under implementation include Tricone City Patiala; an 85 acre integrated residential township and Tricone City Indore; a 150 acre township.

Backed by a team of professionals with vast experience and expertise in the real estate sector and working in strict compliance with the latest FDI policies, TPIL aims at providing high quality housing at correct value.

Setting it apart from most developers, at Tricone, as an integral work principle, all essential infrastructure is laid on ground prior to initiating the sale of any project.

What's more, we adhere 100% to diligence standards in the areas of titles, clear and complete ownership of land parcels, appropriate zoning and approval of sanctioned plans by relevant authorities all necessary pre requisites to the launch of any Tricone project.


T R I C O N E
City

P a t i a l a




TRICONE CITY PATIALA

Terms and conditions

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 on Patiala Sirhind Road in Patiala, Punjab. The Company is currently developing a residential colony thereon to be known as "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 the Intending Allottee(s). The allotment of Plot shall be entirely at the discretion of the Company.
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(s) will not have any further investigation/objection in this respect.
5. The Intending Allottee(s) has scrutinized and accepted the tentative plans, designs, specifications of the Project/ Plot and agree(s) 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 that the Intending Allottee(s) hereby give(s) his/her consent to such variation/ addition/ alteration/ deletion and modification.
6. The Intending Allottee(s) agrees that he/she shall pay the Basic Sale Price of the Plot/Built up House as specified in the Payment Schedule annexed to the Application Form on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded by the Company. The Intending Allottee(s) also agrees to make all payments through demand drafts/ cheques payable at New Delhi/ Patiala.
7. The External Development Charges for the external services to be provided by the State Government of Punjab will be charged extra as laid down by the State Government of Punjab 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.
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(s) for the recovery of such charges.
9. The Company and Intending Allottee(s) hereby agree that the amount paid with this Application Form constitutes the 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 60 days from the closure of bookings without any interest thereon. The Earnest Money shall stand forfeited in case of non fulfillment of the Terms and Conditions forming part of this Application Form and those as may be specified in the Allotment Letter or other Agreement executed between the Company & the Intending Allottee(s).
10. The Intending Allottee hereby agrees to pay additionally as preferential location charges (PLC) for preferential location as applicable and in a manner and within the time as stated in the Payment Schedule.



However, the Intending Allottee(s) 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 PLC paid by the Intending Allottee(s) and such refund shall be adjusted in the last installment as stated in the Payment Schedule. If due to any change in the layout plan, the plot becomes preferentially located, then the Intending Allottee(s) agrees to pay additional PLC as and when demanded by the Company.

11. 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 Intending Allottee(s) shall adhere to the Payment Schedule and comply with the terms and conditions forming part of this Application Form failing which the Intending Allottee(s) shall have to pay interest @ 11% per annum on the delayed payments and the Company reserves the right to forfeit the Earnest Money in event of irregular/delayed payments/non fulfillment of terms of payment and that 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 Intending Allottee(s).
12. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary which alterations may involve all or any of the following changes namely change in the position of the plot, change in the number of plot, change in its boundaries, change in its dimensions or change in its area. In case of variation exceeding 10% of the allotted area (excluding the change in the dimension of the Plot), if Intending Allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his/her/its non consent/objections to such modifications, the allotment shall be deemed to be cancelled by the Intending Allottee(s) and the Company shall refund the entire money received from Intending Allottee(s) without any interest and/or compensation on receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities.
13. 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.
14. The Company shall endeavor to give offer of possession of the Plot and issue Final Demand Notice for payment of balance dues/ charges to the Intending Allottee(s) within a period as stipulated at Annexure A attached to the Application Form, subject to force majeure circumstances and on receipt of complete payment as payable up to the date of offer of possession according to the Payment Schedule. The Intending Allottee(s) shall within 45 days from the issue of Final Demand Notice and payment of balance dues as per the Final Demand Notice execute Sale Deed/ Transfer Deed, failing which the Intending Allottee(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money and amount paid on allotment, interest on delayed payment(s) etc, and refund the balance amount paid by the Intending Allottee(s), without any interest upon realization of money from resale / re-allotment to any other party. The refund will be subject to the Company receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities.
15. The Intending Allottee(s), upon completion of Basic Infrastructure Work of the Plot(s) or offer of possession, agrees to enter into a Maintenance Agreement with the Company or any association / body of Plot owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of the said Colony. However, failure on the part of Intending Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them from their obligation to pay the maintenance charges and other related charges.
16. On completion of Basic Infrastructure Work or Offer of Possession of the Plot, an Interest-Free Maintenance Security Deposit(IFMS), at the rate as may be decided by the Company, towards the maintenance and upkeep of the Colony/Plot shall be payable by the Intending Allottee(s) to the Company. The amount to be deposited as IFMS will be intimated to the Intending Allottee(s) by the Company. The IFMS shall become payable within 15 days from the date of demand by the Company, whether or not the Intending Allottee(s)

takes possession of his/her/their residential plot(s). In case of delay in payment of IFMS within this period, interest @ 11% p.a. shall be charged for the period of delay.

17. The Possession of the Plot will be given within 60 days after the execution of Transfer/ Sale Deed, subject however to (a) Force Majeure conditions; (c) Payment of all the amounts due and payable by the Intending Allottee(s), upto the date of such possession including Maintenance charges, Interest Free Maintenance Security Deposit and other charges etc to the Company as per the Application Form or other Agreements as may be executed between the Intending Allottee(s) and the Company.
18. The Intending Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to him/her as the owner/Allottee of the Plot.
19. The Intending Allottee(s) 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 two percent of the total cost of plot each year to the Company.
20. The Intending Allottee(s), 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.
21. All or any dispute(s) 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. The place of arbitration shall be New Delhi, the arbitration proceedings shall be conducted in English. Further, the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of the touching upon or concerning this Application and/or Allotment Letter.
22. 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.
23. 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(s) posted at the first registered address will be deemed to have been received by him/her 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 therefrom. In all communications the reference of property booked must be mentioned clearly.
24. In case there are any joint Intending Allottee(s), 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 of Intending Allottee(s).
25. 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



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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.

26. The failure of any Party to enforce at any time or for any period of time, any right hereunder shall not constitute a waiver of that right. Any waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Application Form.
27. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions forming part of the Application Form 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 Intending 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.
28. The Bank(s) providing the collection centers for sale and receipt of Application Forms does/do not take responsibility of allotment of the plots and/or flats which rests solely with the Company.
29. I/we understand that the terms and conditions of booking and allotment of the said plot may vary in terms of RERA requirements.
30. The cost of registration of the agreement to sell shall be borne by me/us.

Disclaimer: As per RERA requirements, Agreement for Sale will have to be registered after booking. Also that all terms and conditions as per RERA shall prevail and the existing terms and conditions shall stand modified accordingly.



Tricone City - Patiala

Price List & Payment Plan of Residential Plots

Rates being revised soon

Prices Applicable from 1st September 2021 for Phases 1 to 7

Tricone City – Patiala, Sirhind Highway Road

Basic Sales Price (BSP)	Rate (Per Sq. Yard)
Lump-sum Payment Plan	Rs. 11000/-

Prime Location Charges (PLC)

Park facing or wide road (15 meter or more) or corner	3%
Any two of the above	4%
All three	5%

Community Center/Club Membership Fee	Rs. 45,000/-
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Lump sum payment Plan	
At the time of booking	10% of BSP
Within 45 days of booking	85% of BSP
At the time of possession	5% of BSP + Other Charges + 100% of PLC + Community Centre /Club Charges+ GST at applicable rate

If the Installments are not paid within the agreed time, then interest @11% p.a. will be charged.

As per RERA, Agreement to sale is to be registered after booking. Cost of the charges & stamp duty as applicable to be born by customer.

- Other Charges @ Rs.200/- per sq. yd. and Interest Free Maintenance Security Deposit (IFMD) @ Rs.100/- per sq. yd.
- Price ruling on the date of booking and acceptance by the company shall be applicable.
- The total price does not include Water installation charges, External Electrification charges, Gas Pipelines, Interest Free Maintenance Security Deposit, Stamp Duty/ Registration charges and other charges including levies/ taxes as may be applicable.
- Terms and Conditions stated herein are merely indicative. These are subject to revision / 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.



Annexure-'A'

Tricone City - Patiala
Price List & Payment Plan of Commercial Plots
Rates being revised soon
Tricone City – Patiala, Sirhind Highway Road

Basic Sales Price (BSP)	Rate (Per Sq. Yard)
Lump-sum Payment Plan Front Row Commercial Plots Shop cum Office (SCO) Nos. PI/1C-23C & PII/1C-32C	Rs.31,000/-
Lump-sum Payment Plan Rear Commercial Plots (Kiosks) Nos. PI/24C-65C	Rs.26,000/-

Prime Location Charges (PLC)

Corner plot	5%
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Lump sum payment Plan	
At the time of booking	10% of BSP
Within 45 days of booking	85% of BSP
At the time of possession	5% of BSP + Other Charges + 100% of PLC + GST at applicable rate

As per RERA, Agreement to sale is to be registered after booking. Cost of the charges & stamp duty as applicable to be borne by customer.

- Other Charges @ Rs.180/- per sq. yd. and Interest Free Maintenance Security Deposit (IFMD) @ Rs.250 per sq. yd.
- Price ruling on the date of booking and acceptance by the company shall be applicable.
- The total price does not include Water installation charges, External Electrification charges, Gas Pipelines, Interest Free Maintenance Security Deposit, Stamp Duty/ Registration charges and other charges including levies/ taxes as may be applicable.
- Terms and Conditions stated herein are merely indicative. These are subject to revision / 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.



No. _____

APPLICATION FORM

To,

**Tricone Projects India Limited
1702 & 1702A, 17th Floor,
World Trade Tower,
C-1, Sector - 16, Noida,
Uttar Pradesh - 201301**

Affix Latest Passport Size Photograph

Affix Latest Passport Size Photograph

Dear Sir(s),

I/We ("Intending Allottee(s)") wish to express our interest in the provisional allotment of a residential plot/piece measuring _____ Sq. yds in your project "Tricone City" at Patiala under Lump Sum Payment Plan/ Installment Payment Plan as per the Price List & Payment Plan of Plot specified in **Annexure I** attached to this Application Form, hereinafter referred to as "Payment Schedule".

I/We remit herewith a sum of Rs. _____ (Rupees _____)

by Bank draft/cheque No. _____ dated _____ drawn on _____ payable at "Tricone City" at Patiala. The total amount shall remain as advance registration amount against a Provisional allotment in the above-mentioned 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 Payment Schedule and /or as stipulated /demanded by the Company, failing which the allotment will be cancelled and the Earnest Money shall be forfeited to the Company. I further agree that:

1. Upon the acceptance of this Application Form by the Company, I/We will pay all further installments in accordance with the Payment Schedule and such other charges as may be due and payable by me/us to the Company and 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, as may be issued by the Company 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 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 have understood all limitations and obligations in respect thereof.
6. I/We agree to abide by the terms and conditions of this Application Form and its Annexures including those relating to Payment Schedule, forfeiture of Earnest Money and execution of the Allotment Letter etc.
7. The plot may be allotted to me/us at basic negotiated rate as mentioned herein. The Preferential Location Charges (PLC), other charges or any other statutory levies/charges shall be over and above the said rate, and that the same shall be borne and paid by me/us.
8. I/We opt for the following plot size subject to a variation of 10%:



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PLOT AREA (Sq. mtrs.) Approx.	PLOT AREA (Sq. yds.) Approx.	Tick Box
209	250	
230	275	
251	300	
293	350	
334	400	
418	500	

A) Residential status : Resident / Non resident Indian /Person of Indian Origin

B) I/We am/are assessed to Income Tax.

9. Payment Plan

(A) Lump sum (B) Installment

Note:

- a. Payments to be made by A/C Payee Cheque(s)/ Demand Draft in favour of "Tricone Projects India Limited" payable at locally at the nominated bank collection center(s) or payable at New Delhi/ Patiala as applicable.
- b. The Total price above does not include External Development Charges, Water Installation Charges, External Electrifications Charges, Gas Pipelines, Interest Free Maintenance Security Deposit, Stamp Duty/ Registration Charges and other charges including levies/taxes as may be applicable.
- c. The Company shall intimate to the Intending Allottee(s), the amount payable and the Intending Allottee(s) shall make payment as and when demanded.

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

First Application:

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,

Yours faithfully,

(FIRST APPLICANT)

(SECOND APPLICANT)



DECLARATION

- A) 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.
- B) I/We have fully read understood the Terms and Conditions attached as **Annexure-II** to this Application agree to abide by the same.
- C) 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 Agreement For Sale and the present terms and condition would be read and taken to be part of such Agreement For Sale.
- D) I/We are fully conscious that it is not incumbent on the plan 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 to any consequence in respect of defaults committed by me/us is not abiding by the terms and conditions contained in the Application Form and/or Agreement For Sale. I/We have sought the detailed explanations and clarification 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 thereunder 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.
- E) I/we understand that the terms and conditions of booking and allotment of the said plot may vary in terms of RERA requirements.
- F) The cost of registration of the agreement to sell shall be borne by me/us

First Applicant

Second Applicant

Yours faithfully,

Yours faithfully,

Name:

Name:

Place:

Place:

Date:

Date:

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Terms and conditions

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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 the Intending Allottee(s). The allotment of Plot shall be entirely at the discretion of the Company.
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(s) will not have any further investigation/objection in this respect.
5. The Intending Allottee(s) has scrutinized and accepted the tentative plans, designs, specifications of the Project/ Plot and agree(s) 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 that the Intending Allottee(s) hereby give(s) his/her consent to such variation/ addition/ alteration/ deletion and modification.
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7. The External Development Charges for the external services to be provided by the State Government of Punjab will be charged extra as laid down by the State Government of Punjab 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.
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(s) for the recovery of such charges.
9. The Company and Intending Allottee(s) hereby agree that the amount paid with this Application Form constitutes the 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 60 days from the closure of bookings without any interest thereon. The Earnest Money shall stand forfeited in case of non fulfillment of the Terms and Conditions forming part of this Application Form and those as may be specified in the Allotment Letter or/and other Agreement executed between the Company and the Intending Allottee (s).
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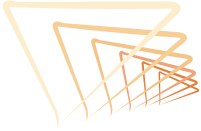


However, the Intending Allottee(s) has specifically agreed that if due to any change in the layout plans, the said plot ceases to be in a preferential location, the Company shall be liable to refund only the amount of PLC paid by the Intending Allottee(s) and such refund shall be adjusted in the last installment as stated in the Payment Schedule. If due to any change in the layout plan, the plot becomes preferentially located, then the Intending Allottee(s) agrees to pay additional PLC as and when demanded by the Company.

11. 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 Intending Allottee(s) shall adhere to the Payment Schedule and comply with the terms and conditions forming part of this Application Form failing which the Intending Allottee(s) shall have to pay interest @ 11% per annum on the delayed payments and the Company reserves the right to forfeit the Earnest Money in event of irregular/delayed payments/non fulfillment of terms of payment and that 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 Intending Allottee(s).
12. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary which alterations may involve all or any of the following changes namely change in the position of the plot, change in the number of plot, change in its boundaries, change in its dimensions or change in its area. In case of variation exceeding 10% of the allotted area (excluding the change in the dimension of the Plot), if Intending Allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his/her/its non consent/objections to such modifications, the allotment shall be deemed to be cancelled by the Intending Allottee(s) and the Company shall refund the entire money received from Intending Allottee(s) without any interest and/or compensation on receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities.
13. 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.
14. The Company shall endeavor to give offer of possession of the Plot and issue Final Demand Notice for payment of balance dues/ charges to the Intending Allottee(s) within a period as stipulated at Annexure A attached to the Application Form, subject to force majeure circumstances and on receipt of complete payment as payable up to the date of offer of possession according to the Payment Schedule. The Intending Allottee(s) shall within 30 days from the issue of Final Demand Notice and payment of balance dues as per the Final Demand Notice execute Sale Deed/ Transfer Deed, failing which the Intending Allottee(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money and amount paid on allotment, interest on delayed payment(s) etc, and refund the balance amount paid by the Intending Allottee(s), without any interest upon realization of money from resale / re-allotment to any other party. The refund will be subject to the Company receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities.
15. The Intending Allottee(s), upon completion of Basic Infrastructure Work of the Plot(s) or offer of possession, agrees to enter into a Maintenance Agreement with the Company or any association / body of Plot owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of the said Colony. However, failure on the part of Intending Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them from their obligation to pay the maintenance charges and other related charges.
16. On completion of Basic Infrastructure Work or Offer of Possession of the Plot, an Interest-Free Maintenance Security Deposit(IFMS), at the rate as may be decided by the Company, towards the maintenance and upkeep of the Colony/Plot shall be payable by the Intending Allottee(s) to the Company. The amount to be deposited as IFMS will be intimated to the Intending Allottee(s) by the Company. The IFMS shall become payable within 15 days from the date of demand by the Company, whether or not the Intending Allottee(s)

takes possession of his/her/their residential plot(s). In case of delay in payment of IFMS within this period, interest @ 11% p.a. shall be charged for the period of delay.

17. The Possession of the Plot will be given within 60 days after the execution of Transfer/ Sale Deed, subject however to (a) Force Majeure conditions; (c) Payment of all the amounts due and payable by the Intending Allottee(s), upto the date of such possession including Maintenance charges, Interest Free Maintenance Security Deposit and other charges etc to the Company as per the Application Form or other Agreements as may be executed between the Intending Allottee(s) and the Company.
18. The Intending Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to him/her as the owner/Allottee of the Plot.
19. The Intending Allottee(s) 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 two percent of the total cost of plot each year to the Company.
20. The Intending Allottee(s), 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.
21. All or any dispute(s) 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. The place of arbitration shall be New Delhi, the arbitration proceedings shall be conducted in English. Further, the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of the touching upon or concerning this Application and/or Allotment Letter.
22. 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.
23. 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(s) posted at the first registered address will be deemed to have been received by him/her 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 therefrom. In all communications the reference of property booked must be mentioned clearly.
24. In case there are any joint Intending Allottee(s), 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 of Intending Allottee(s).
25. 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



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efforts to continue to perform its obligations hereunder and to mitigate the impact of such event of Force Majeure expeditiously and diligently.

26. The failure of any Party to enforce at any time or for any period of time, any right hereunder shall not constitute a waiver of that right. Any waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Application Form.
27. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions forming part of the Application Form 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 Intending 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.
28. The Bank(s) providing the collection centres for sale and receipt of Application Forms does/do not take responsibility of allotment of the plots and/or flats which rests solely with the Company.

Disclaimer: As per RERA requirements, Agreement For Sale will have to be registered after booking. Also that all terms and conditions as per RERA shall prevail and the existing terms and conditions shall stand modified accordingly.



RECEIPT

FOR OFFICE USE ONLY

Application No. _____

Mode of Booking*

Direct Agent Plot Size: _____ (Mob.) _____ Date of Booking _____

Dealing Executive _____ Checked / Verified By _____

No of Joint Applicants _____ Club membership _____

Payment Plan*: Lump sum payment Installment Special Installment

Rs. _____ Amount in words _____

Amount received at the time of booking vide Draft/ Cheque No. _____ dated _____

vide our receipt no. _____ dated _____

Dated _____

Place _____

Authorized Signatory

* (tick whichever is opted)



RECEIPT

CUSTOMER COPY

Application No. _____

Mode of Booking*

Direct Agent Plot Size: _____ (Mob.) _____ Date of Booking _____

Dealing Executive _____ Checked / Verified By _____

No of Joint Applicants _____ Club membership _____

Payment Plan*: Lump sum payment Installment Special Installment

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Dated _____

Place _____

Authorized Signatory

* (tick whichever is opted)