

COMPANY/FIRM/TRUST AS AN APPLICANT

Name of Company/ Firm / Trust:

Date of Incorporation:
(Please leave a space between each part of the address)

Registered Office Address:

City State Pin Code
(Please leave a space between each part of the address)

Correspondence Address:

City State Pin Code

Name & Designation of the contact person:

Phone: Home Work

Mobile

Email:

Company/Firm/Trust PAN Card (Mandatory):

Company Identification Number [CIN]:

***PROVISIONAL REGISTRATION FOR THE FOLLOWING RESIDENTIAL APARTMENT**

(i)	Residential Apartment Type:	<input type="checkbox"/> 1BHK <input type="checkbox"/> 2BHK <input type="checkbox"/> 3BHK <input type="checkbox"/> 4BHK <input type="checkbox"/> Penthouse
(ii)	Area	Carpet area _____ Sq. ft. and Saleable Area _____ (SA) sq. ft.

Registration of only one Residential Apartment application permitted.

****DETAILS OF PARKING SPACE**

(i)	Parking space(s) No	
(ii)	Type: Open <input type="checkbox"/> Basement <input type="checkbox"/> Covered <input type="checkbox"/>	

PAYMENT

(i)	Sales Price	Rs. <input type="text"/>
(ii)	Preferential Location Charges	Rs. <input type="text"/>
(iii)	Floor rise	Rs. <input type="text"/>
(iv)	Parking Charges	Rs. <input type="text"/>
(v)	Club House Development Charges	Rs. <input type="text"/>
(vi)	Deposits and other charges	As mentioned in Annexure 'A'
(vii)	EDC/IDC/Development charges	Rs. <input type="text"/>
	TOTAL	

Whether the Applicant is a employee of Kriday Reality Pvt Ltd. Group?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If yes, provide a copy of the I- Card / proof of identity.

**RELATIONSHIP WITH THE DIRECTOR/S OF SVHL OR THE ENTITY/S
IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED***

Whether the Applicant/s is Director or related to any of the director/s of KRPL?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If yes, then kindly provide details in **Annexure 'B'**

*Nomination by :

1. First Applicant : Name of Nominee _____

2. Second Applicant : Name of the Nominee _____

[The nomination will be allowed only once till the formation of society /condominium(as the case may be)]

APPLICANT WHETHER PIO / NRI

Whether the Applicant/s is NRI?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Whether the Co -Applicant/s is NRI?	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and KRPL shall not be liable for the same in any manner whatsoever.	_____ (Signature/s of the Applicant/s)
Whether the Applicant/s is PIO ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Whether the Co -Applicant/s is PIO ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and KRPL shall not be liable for the same in any manner whatsoever.	_____ (Signature/s of the Applicant/s)

DECLARATION

- I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform KRPL of any future changes related to the information and details shown in this Application Form.
- I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including consideration of the units and price & payment schedules. By signing this Application form, I/We do hereby solemnly accept and agree to abide by the terms & conditions as stipulated in the accompanying GENERAL TERMS & CONDITIONS, which may be modified or amended by KRPL.
- I/We hereby give my/our irrevocable consent to become member of a body of the Residential Apartment/ to be formed in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required.
- I / We hereby declare that and confirm that I am/ We are a **Non Resident Indian** and I /We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and KRPL shall not be liable for the same in any manner whatsoever. (Tick if applicable)
OR
I / We hereby declare that and confirm that I am/ We are a **Person of Indian Origin** and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and KRPL shall not be liable for the same in any manner whatsoever. (Tick if applicable)
- I/We have signed this application form after having read and understood what is written in this form.
- I /We, confirm that the sale is direct / through Sales Associate Mr./M/s. _____

.....
Signature of the First/Sole Applicant

.....
Signature of the Joint /Second Applicant

.....
KRPL Confirming Party

.....
Sales Associate Signature/Seal

Date:

D	D	M	M	Y	Y	Y	Y
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Place:

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CHECK - LIST FOR RECEIVING OFFICER:

- a) Application money by Cheque
- b) Customer's full signature on all pages of the Application form at portions indicated with the letter 'X'
- c) PAN No. & copy of PAN Card / Undertaking.
- d) Copy of CIN, Certificate of Incorporation
- e) Any relationship disclosure/s made in **Annexure "B"** above, shall be promptly informed to the Secretarial Department at the Corporate Office of KRPL in the specified format.
- f) If the Applicant is an NRI, the Applicant is required to furnish a true copy of the Applicant's valid Passport.
- g) If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicant's valid Passport & document evidencing PIO status.
- h) Email ID and Mobile No/. of the applicant(s) Authorized Signatory in case of Company /Firm/Trust.
- i) Proof of residence (Ration card/ electricity bill / phone bill/ driving licence / voter's identity card, Aadhar card)
- j) Please mention application number / Flat Number and name of applicant behind the Cheque and all supporting documents.
- k) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, list of Directors, Power of Attorney of the authorized signatory.
- l) For Partnership Firm: Partnership Deed along with authority in favour of Partner to sign application/documents
- m) For Trust: Trust Deed
- n) Form submitted through authorized representative Authorization/ POA duly attested where a person is signing the application

GENERAL TERMS & CONDITIONS**1. WHO CAN APPLY**

- 1.(a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Foreign Citizen of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only one natural person is permitted.

Indian Resident Applicants should attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/Foreign Citizens of Indian Origin should attach a copy of the document showing their NRI/PIO status with the filled Application Form. All applicants are required to keep KRPL informed about the changes [if any] in their residence status.

The Applicant(s)/Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant(s)/Allottee(s) shall also furnish the required declaration to KRPL on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, if any, shall, however, be made in Indian Rupees.

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the amount paid towards booking and further consideration will be returned by KRPL as per rules without interest and the allotment cancelled forthwith and KRPL will not be liable in any manner on such account.

In case of foreign remittance the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Applicant.

- 1.(b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

2. APPLICATION FOR ALLOTMENT

- 2.(a) The Applicant(s) {Intending Allottee(s)} has/have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of an Residential Apartment/n the complex being developed on the said Land by KRPL.
- 2.(b) That the term Allottee(s) shall mean and include his/her/their/ heirs, executors, administrators, successors and legal representatives.
- 2.(c) That the Allottee(s) has/have applied for allotment of a Residential Apartment in the complex with full knowledge of the laws, notifications, rules and regulations applicable to the said Land/complex and has fully satisfied himself/herself/itself about the right and interest of KRPL in the said Land/complex.
- 2.(d) The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'provisional allotment' and will remain so till such time a formal registered Agreement for Sale, is executed by KRPL in favour of the Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to KRPL.
- 2.(e) That the Allottee(s) hereby undertakes that he/she/it shall abide by all laws, rules and regulations and

terms and conditions of the concerned Authorities and/or of the Government of Orissa, the Local Bodies and/or other authorities applicable to the said Land and/or the complex.

2. (f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles KRPL to allot Residential Apartments and such allotment of the Residential Apartment to the Allottee(s) shall be made by KRPL on the terms and conditions as contained herein.

3. APPLICATION PROCEDURE

- 3.(a) The completed Application Form duly signed by the applicant together with the Demand Draft / Pay order/ Cheque in favour of " _____ " payable at Kolkata for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as **Annexure 'A'**.
- 3.(b) KRPL or its authorized agents will acknowledge receipt of the Demand Draft / Bank Draft/Pay Order by signing the acknowledgment slip.
- 3.(c) If any of the cheque submitted by the Applicant(s)/Allottee(s) to KRPL is dishonoured for any reasons then KRPL shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/ Allottee(s) would be required to tender/s a Demand Draft of the same amount to KRPL within ten (10) days from the date of dispatch of such intimation by KRPL and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (Rupees Two Thousand only) for each dishonour. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of KRPL subject to provisions in Clause No. 6 (b) hereunder.

4. ALLOTMENT PROCEDURE

- 4.(a) KRPL will communicate its decision to the Applicant(s)/ Allottee(s) within 120 (One hundred twenty days) from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- 4.(b) If the Application is accepted by KRPL the Applicant(s)/ Allottee(s) will be sent a communication to that effect within the aforesaid period by way of an provisional Allotment Letter (hereinafter referred to as "**the said Allotment Letter**") and thereafter an Agreement for Sale of the allotted Residential Apartment (hereinafter also referred to as "**Agreement for Sale**") will be executed between KRPL and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement for Sale shall be as may be decided by KRPL in its sole and unfettered discretion.
- 4.(c) The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement for Sale and also agree/s to sign the Agreement for Sale formally accepting the terms of sale and the Applicant(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
- 4.(d) On acceptance of the Application by KRPL, the Application money shall be treated as 'Application money' towards Agreement for Sale. The Applicant/s shall be required to make payments in accordance with the Schedule of Payments

5. SCRUTINY, REJECTION AND REFUNDS

- 5.(a) Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application(s) containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect are detected at any point of time even if

allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction as stated in clause 6(b).

- 5.(b) Application money received from the applicants will be refunded without interest to the applicant(s) who are unable to get an allotment from KRPL and Cheque for such refund shall be dispatched within 90 (Ninety) days from the date of receipt of the communication of non-allotment.

6. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

6.(a) Before Allotment

Applicants may withdraw their application prior to the allotment and may get full refund of the Application money without any interest within 90 days of receipt of the communication of withdrawal

6.(b) After Allotment

- (I) The Allottee shall be entitled to cancel the allotment and upon such cancellation KRPL shall refund the monies paid by the Allottee without interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15 % of the Sales Price. [The sale price includes basic sale price, preferential location charges and floor rise]
 - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation.
 - (iii) All taxes paid and payable up to the date of cancellation
- (II) KRPL on default of payment by the Allottee shall be entitled to cancel the Allotment before registration of the Sale Deed and in such event the monies paid by the Allottee(s) shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:
- (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales Price.
 - (ii) Interest due upon such default, calculated till date of issue of termination letter.
 - (iii) All taxes paid and payable up to the date of cancellation
- (III) (i) KRPL shall exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement (as the case may be), if the payments are not made within 60 [sixty days] from the due date KRPL will not send any further notice in respect thereof.

The Allottee shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 9 (b) hereunder.

- (ii) Upon the cancellation and termination of the said Allotment Letter and/or the Agreement for Sale (when executed), KRPL shall be at a liberty to sell or otherwise dispose off the Residential Apartment and the right to use the Parking Space/s to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as KRPL may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) shall not be entitled to raise any objection or dispute in this regard.

7.A PRICE

7.(a) Payment (Installment Plan)

Price indicated in the Price & Payment Schedule shall be paid as per **Annexure-A**. The scheme requires payment of respective installments as indicated in the said schedule.

- 7.(b) Price as mentioned in the payment schedule is exclusive of any taxes, which may be leviable by any appropriate authorities.

The Applicant/s hereby agrees that, the Applicant/s shall be responsible and liable to pay VAT (under Orissa Value Added Tax Act), Service Tax or any other tax levied present as well as in future on transfer and sale of Residential Apartment by KRPL to the Applicant. The Applicant would also be liable to pay interest/ penalty / loss incurred to KRPL within 7(seven) days of being called upon by KRPL from the demand made by KRPL, without assigning any reasons for the same.

The Applicant/s hereby agrees that the Applicant/s shall be liable to pay any taxes, levies statutory charges imposed by appropriate authorities applicable to the transfer and sale of Residential Apartment with retrospective effect and if any recovery proceedings in consequence thereof are initiated.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of Residential Apartment by KRPL to the Applicant.

- 7.(c) Advance Maintenance charges, deposits, electrical meter deposit, Electrical connection charges, water connection charges, documentation/legal charges, Society formation charges and other charges as may be applicable, shall be separately charged alongwith applicable taxes thereon.
- 7.(d) If there is an increase in the cost of construction which is beyond 20% (twenty percent) of the present cost of construction, material and labour, then such excess cost of construction proportionate to the Residential Apartment shall be borne by the Applicant(s).

7.B POSSESSION TIME AND COMPENSATION

KRPL shall endeavor to give possession of the Residential Apartment to the Allottee(s) on or before _____ but subject to force majeure circumstances and reasons beyond the control of KRPL shall be entitled to reasonable extension of time 6 [six] months for giving possession, thereafter KRPL shall pay to the Allottee(s) compensation @ 6% per annum for the amounts paid towards

The compensation shall be calculated on the basis of the saleable area more particularly to be mentioned in the Agreement to be executed.

Similarly, if the Allottee(s) fail to take possession within Thirty (30) days from the date of intimation in writing by KRPL, then the Allottee (s) shall be liable to pay holding charges to KRPL as per the rates mentioned hereinabove for the entire period of such delay.

8. PARKING SPACES FOR RESIDENTIAL APARTMENT

- 8.(a) Car parking facility will be provided in the Complex at the basement subject to availability. It comprises of covered basement parking. Parking spaces will be allotted as per the scheme of KRPL.
- 8.(b) Earmarking of specific parking space will be done at the time of giving possession of the Residential Apartment/. Each allotted parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of Residential Apartment/, the right to use the parking space shall be automatically transferred along with the Residential Apartment/. The right to use the parking space under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Allottee(s) any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of KRPL. It shall be the

discretion of KRPL to allot/use these unallotted parking spaces as it may decide, at its sole discretion.

9. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- 9.(a) It shall be incumbent on the Allottee(s) to comply with the terms of payment in respect of the Residential Apartment and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
- 9.(b) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of KRPL to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottee(s) are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable taxes, interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

In case of such cancellation KRPL shall deduct charges as provided in clause 6 (b) and the Allottee(s) shall have no right, title, lien, claims or demands against the allotted Residential Apartment. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of charges as stated in 6 (b) .. In addition to the above KRPL shall also forfeit the full amount of VAT, service tax collected/payable by the Allottee(s) upto the date of the cancellation.

10 TRANSFER OF RESIDENTIAL APARTMENT AND TRANSFER FEE

- 10.(a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (Twelve) months from the date of allotment of the Residential Apartment. Transfer of booking may be permissible after 12 (Twelve) months subject to approval by KRPL, who may at its sole discretion permit the same on payment of transfer charges of 3% of the Sale Price, [taxes extra] and other administrative charges as may be fixed by KRPL from time to time, submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by KRPL. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to KRPL on the date of submission of the request application. However, the Applicant(s) / Allottee(s) agree/s and undertake/s to
- i) pay the administrative charges as fixed by KRPL;
 - ii) Execute Agreement For Sale /register the Agreement/deed /document [as the case may be] in view of the changes by properly entering into Deed/s documents and writings in case the Agreement for sale /Sale Deed [as the case may be] is already registered before effecting the transfer as aforesaid. However, such transfer shall be allowed only once.
10. (b) However, before the execution of the Sale Deed in respect of the Residential Apartment, transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/Applicant and upon execution of such registered Sale Deed in respect of the Residential Apartment, the parties to the Agreement for Sale should only join as parties in the Deed of Conveyance in respect of the Residential Apartment. Transfer after 12 months will be construed as transfer
- 10.(c) Any time after allotment and before the execution & registration of the Sale Deed in respect of the Residential Apartment the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second / Joint Applicant / Allottee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) applicable [taxes extra].

- 10.(d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allotees as mentioned in clause No. 9(b) and 9(c) shall be allowed any time before execution of the Agreement for Sale/ Sale Deed and subject to clearing all the sums that shall be due and payable to Residential Apartment on the date of submission of the request application.

11. DOCUMENTATION FOR TRANSFER

- 11.(a) It will be KRPL's endeavor to execute and register the Sale Deed of the Residential Apartment within the complex before handing over the possession. The Deed of Transfer will be drafted by the Solicitors/Advocates of KRPL and shall be in such form and contain such particulars as be approved by KRPL. No request for any changes, whatsoever, in the / Sale deed will be entertained.
- 11.(b) In case, the Allottee(s) fails or neglects to get the Sale Deed registered within the date notified, physical possession of the Residential Apartment to the Allottee(s) may be withheld by KRPL and penalty if any payable under relevant laws for delay in completion of the registration of for Sale Deed will be payable by the Allottee(s) till the registration of Sale Deed/ Conveyance Deed is completed KRPL shall have the right to cancel the allotment in case the Allottee(s) fails to have the Agreement for Sale registered within 30 [Thirty] days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the Allottee(s) will be refunded without any interest as stated in clause 6(b).
- 11.(c) The Allottee(s) will be required to pay, on demand, to KRPL or to the Concerned Authorities, as may be so decided by KRPL, the applicable stamp duty & registration charges for registration of the Agreement for Sale and/or deed of transfer of their respective Residential Apartment.

12. GENERAL

- 12.(a) It is understood that the applicant(s) has/have applied for allotment of Residential Apartment with full knowledge of all the law/notifications and rules applicable to the said Land/complex/project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/herself about the right, and/or interest of KRPL in the said Land on which construction of the complex will be/are being constructed.
- 12.(b) It is understood that the applicant has applied for allotment of Residential Apartment for Residential purpose only.
- 12.(c) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as KRPL may require in the interest of the complex and Apartment. In case of Joint Allottee, any document signed/accepted/ acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
- 12.(d) The expression 'complex' wherever used in these terms and conditions shall always mean the Residential Apartment on the said Land which will be known as "_____"
- 12.(e) The Applicant/s is/ are aware that the plan approval of the complex "_____" is under process and KRPL at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, elevation etc. as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc.
- 12.(f) The Allottee(s) of the Residential Apartment shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the / complex and other deposits and charges for the various services to be provided in the complex, as may be determined

by KRPL or the maintenance agency appointed for this purpose, as the case may be.

- 12.(g) The Allottee(s) undertakes to join any society/ association of Residential Apartment Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by KRPL in its sole discretion for this purpose.
- 12.(h) The Applicant/s agrees/s and confirm/s that if in the event of alteration/s modification/s of the said building plans resulting in an increase / decrease in the / Salable area of the Residential Apartment as follows:
- (I) In case of increase / decrease upto 2% of the increase / decrease in the Salable area of the Residential Apartment shall be acceptable to the Applicant/s and no changes / refund as the case may be will be made.
 - (II) In case of increase / decrease beyond 2% upto 10% shall be subject to charges / refund proportionally as the case may be.
 - (III) In case of increase / decrease beyond 10%, the Applicant/s shall have an option to withdraw / cancel the application. In case of withdrawal / cancellation, KRPL shall refund all the monies paid by the Applicant/s without any interest.
- In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- 12.(i) The layout, landscaping, pathways, connectors and building plans, specifications of the complex and the amenities and the facilities and the Residential Apartment as shown in the various booklets/inserts of the application form are indicative only and shall be subject to changes/ variations. KRPL may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deem appropriate or as may be directed by competent authorities and statutory bodies.
- 12.(j) KRPL reserves the right to create charge on this complex for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to KRPL and the Allottee(s) whenever asked in support of by KRPL in this regard, shall give and grant to KRPL, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of Residential Apartment. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of the said Allotment Letter and/or the Agreement (as the case may be), and KRPL shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement (as the case may be). However, on or before the execution of the Sale Deed, the respective Residential Apartment at of the Allottee(s) will be freed from all such encumbrances.
- 12.(k) KRPL will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
- 12.(l) KRPL has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Residential Apartment is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by KRPL on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- 12.(m) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/ facilities and even the Residential Apartment is not partitionable.
- 12.(n) Due to any operation of law or any statutory order or otherwise as may be decided by KRPL, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from KRPL. KRPL will, however, refund all the money received from the Allottee(s) without any interest.

- 12.(o) If for any reason(s), KRPL is not in a position to allot the Residential Apartment applied for due to revision of the building plans or for any reasons whatsoever beyond the control of KRPL. KRPL shall refund only the actual amount paid, without any interest and KRPL shall not be liable for payment of any compensation on this account whatsoever.
- 12.(p) In case during the course of construction and/or after the completion of the complex, further construction on any portion of vacant land or building or terrace becomes possible, KRPL shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the said Land and /or in the common area/s and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by KRPL.
- 12.(q) No request for modification or change in the interior/exterior facades of the building will be permitted. No reimbursement or deduction in the value of Residential Apartment shall be considered by KRPL in case the Allottee(s) desires (with prior written approval/consent of KRPL to do some works /install some different fittings/floorings etc on his/her own within the Residential Apartment and request KRPL not to do such work/install fittings/floorings etc within the Residential Apartment subject to the prior written approval of KRPL.
- 12.(s) In the event of paucity or non-availability of any material KRPL may use alternative materials/ article but of similar good quality, decision of KRPL on such changes shall be final.
- 12.(t) Certain infrastructure like Complex level, drainage, sewerage(STP), approach road inside the Complex including street lighting, firefighting equipment's and its water supply network external electrical network etc. may be common with other zones/dwelling Apartment/ Flat within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ Co-operative association/registered institutional body formed or any other Residential Apartment alternative arrangement which KRPL finds most suitable for proper maintenance of such common facilities of Complex. The Association of Residential Apartment owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities. However, KRPL will charge the individual Allottee(s), from the date of notice of possession the required maintenance fee till such time the Association of Residential Apartment owners takes over the management and maintenance of the complex. In the event of individual society/ association of Residential Apartment owners of each building is formed, KRPL may retain the maintenance deposit till the completion of the Complex for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/association of Residential Apartment owners or to the Apex Body.
- 12.(u) The Terms and Conditions contained here shall be deemed to form part of the Application by the Applicant(s)/ Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 12.(v) The Applicant(s)/ Allottee(s) hereby also covenants to observe and perform all the terms and conditions of the booking, and/or allotment and/or the Agreement and/or Conveyance Deed, to keep KRPL and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that KRPL may suffer as a result of nonpayment, non-observance, or non-performance of the terms and conditions mentioned herein and/or Agreement and/or Conveyance Deed by the Applicant(s)/ Allottee(s).
- 12.(w) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to KRPL, all the costs, charges expenses and penalty / interest due thereon, whatsoever, which are borne, paid and/or incurred by

KRPL for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement/ Sale Deed (when executed).

- 12.(x) All correspondence will be made with first applicants at the address for correspondence on KRPL record initially indicated in the Application Form. Any change of address will have to be notified in writing to KRPL at its registered office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by to the first allottee and which shall for all purposes be considered as served on both allottees.
- 12.(y) The applicants must quote the application number / Customer ID as printed in the acknowledged Pay-in-Slip and on allotment, their Residential Apartment Number as indicated in the said Allotment Letter, in all future correspondence.
- 12.(z) KRPL shall not be responsible for delay in providing /non availability of access road and any delay in providing infrastructure facilities such as water, electricity supply from the concerned Authorities beyond its control. However, KRPL will make best efforts to make alternate arrangement to get water supply from bore well/ water tanker, the amount for procuring the same will be charged to maintenance, which will be limited to water.
- 12.(za) Infrastructure costs like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities will be applicable /charged at actuals as determined at the time of handover.

13. BREACH

Should the Allottee(s) fail to perform or observe any of the stipulations contained herein, KRPL shall have the right to cancel the allotment. In the event of such cancellation the Application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/legal charges and any other amount received by KRPL, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments.

14. JURISDICTION AND ARBITRATION

- 14.(a) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- 14.(b) However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by KRPL at Mumbai only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- 14.(c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Bhubaneswar.

15. SEVERABILITY

In the event that any one or more of the provisions contained in this application shall be declared invalid, illegal, void or unenforceable, KRPL and the Applicant shall co-operate in all such ways as to open them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this application.

Annexure 'A'
[Payment Schedule and Deposits and other charges]
(Details / break up of deposits are exclusive of VAT and Service Tax)



Deposits, stamp duty, registration fees and Service Tax etc., if any whenever called for shall be paid /payable by the Applicant/Purchaser. Service Tax is payable on the consideration at the rate applicable from time to time.

NOTE:

Total Price does not include the following:

- IBMS @ Rs ____ per sq ft of saleable Area which shall be deposited by the Applicant.
- Any taxes.
- A sum equivalent to the proportionate share of taxes shall be paid by the Applicants to the Company in addition to the sale price.
- Maintenance charges, Property tax, Wealth tax, Government rates, tax on land, fee/s of any kind.
- Cost of electrical fittings, electric and water meter & charges for water and electricity connection.



Monthly Household Income (Rs.) :

- Upto Rs. 80,000 Rs. 80,000 - 2L Rs. 2L - 3.5L
 Rs. 3.5L - 5L Rs. 5L - 8L Rs. 8L & above

Which Car Brands/Model do you own?

1. _____
2. _____
3. _____

Other Interests : Travel Art/Music Photography Reading

Sports/Fitness Movies Others _____

Spouse's Interests : Travel Art/Music Photography Reading

Sports/Fitness Movies Others _____

Children's Interests : Travel Art/Music Photography Reading

Sports/Fitness Movies Others _____

How Many countries have you travelled in the last 1 year? 1 2 3 >3

Is this going to be your first home purchase: Yes No

Reason for purchase?

- Self-use Investment To be Rented
 Second Home Retirement Home For Parents/Son/Daughter

How did you get to know of our project?

- Advertisements Online (Website/Email/Search Engine/Web Banner)
 Hoarding Sales Associate/Broker
 News Article Friend/Relative/Colleague



Press Ad

Ads in Magazine

Others: Please Specify _____

Feedback on our Project: _____

Why did you choose to buy in this project: _____

Any other comparable projects you visited:

1. _____

2. _____

3. _____

4. _____

SALES OFFICE EXPERIENCE:

	Excellent	Good	Satisfactory	Poor
How did you like the response at reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you like the Office Ambience?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you like the Walk Through Presentation of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you like the Brochure of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you find the Courtesy / Appearance of the Sales Person attending you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you find the Quality and Comprehensiveness of the information provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Layout of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Design & Aesthetics of the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Amenities of the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the Sales / Admin Person satisfactorily answer your queries?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Please mention why: _____



SITE VISIT EXPERIENCE:

	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you like the response at reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rank the Ambience and Cleanliness of Sales Gallery/ Show Flat?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you like the Walk Through Presentation of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you like the Brochure of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you find the Courtesy offered by the Sales Person attending you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you find the appearance of the Sales Person attending you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you find the Quality and Comprehensiveness of the information provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Layout of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Design & Aesthetics of the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How do you rate the Amenities of the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the Sales / Admin Person satisfactorily answer your queries?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Please mention why : _____

How do you rate the project overall?

Excellent Good Satisfactory Poor

Any comments or suggestions: _____

Signature _____

Date _____

