

APPLICATION FORM

For First Come First Serve Basis
Under Down Payment Scheme



A PROJECT OF Protech Buildcon Pvt Limited

Application Form for Protech Buildcon Pvt Limited A Residential Neighbourhood

Please fill all relevant portions of the Application Form for the individual or joint or other entity, strike out portions that are not applicable and deposit the application form in full at:

306, Danik Purvoday Bhawan
(Opposite International Hospital)
G. S. Road, Guwahati - 781005
Phone: +91-361-2342512/ 2342513
99571 85101/ 85102

WEBSITE :: www.protechbuildcon.com

INDIVIDUAL / JOINT APPLICATION FORM

APPLICATION NO.

(Affix self-signed
Photograph)

(Affix self-signed
Photograph)

1. Full Name: Mr/Mrs/Ms Mr/Mrs/Ms.....

.....

2. Relation to the first applicant (Only for joint applications)

3. Father/Husband's Name: Father/Husband's Name:.....

.....

Natural guardian (in case of minor): Natural guardian (in case of minor):

.....

4. Date of Birth:

D	D	M	M	Y	Y	Y	Y

 Date of Birth :

D	D	M	M	Y	Y	Y	Y

5. Occupation: Employed Self-Employed Occupation: Employed Self-Employed

Housewife Student Housewife Student

Others Others

6. Profession/Nature of Business:

7. Status: Indian Citizen Indian Citizen

Person of Indian Origin Person of Indian Origin

8. ITPAN/GIRNo.

9. Permanent address (for sole / First Applicant):

Street

City Pin/Zip

State Country

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11. Contact Details

Phone (Residence) Phone (Office)

Mobile Fax E-mail

Signature of Sole/First Applicant

Place:

Date:

Signature of Joint Applicant

Place:

Date:

Indicate the Flat & Block No.

	First Choice	Alternative Choice
Flat No:	.....	.....
Block:	.....	.....
Floor:	.....	.....
Flat Area (Sq.Ft):	.....	.....
Sq. feet (Rs.):	.....	.....
Payment plan opted:	Down Payment <input type="checkbox"/>	Installment <input type="checkbox"/>
Car Parking Choice:	Covered Basement <input type="checkbox"/>	Open <input type="checkbox"/>
Home Loan Required:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
How did you come to know about the project:	.....
I/We enclosed herewith Cheque/Pay order/DD No:	..... Date:	
Drawn on (Bank's Name):	.....
(Rupees	.....
In favour of	..... Payable at Guwahati as Application Money.	

Declaration

1. I/We hereby declare that all the foregoing statements are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed I/we also undertake to inform Protech Buildcon Pvt. Ltd. of any further changes, related to the information and details mentioned in this Application Form.
2. I/We also declare that I/we have read and understood the terms and conditions of sale and other information/conditions stated in the application kit, General Terms and Conditions including payment schedules. I/We hereby solemnly accept and agree to abide by these as also others as may be prescribed by Protech Buildcon Pvt. Ltd. in future. I/We agree to sign and execute the necessary documents as and when desired by Protech Buildcon Pvt. Ltd.
3. I/We understand that the completed Application Form along with the Application Money has to be submitted at the project sales office of Protech Buildcon Pvt. Ltd., 306 Purvoday Bhawan, Christian Basti, Guwahati-781005.
4. This application is only a request of the applicant for allotment by sale of the agreement and does not create any right whatsoever of the applicant.
5. Protech Buildcon Pvt. Ltd. reserves the right not to accept this or any application and also reserve the right to allot/transfer the apartment's to any person without any obstruction from the applicant or any person claiming through him/herself.
6. Protech Buildcon Pvt. Ltd. on its sole discretion shall be entitled to reject any application without assigning any reason whatsoever or howsoever to the applicant.
7. the applicant has agreed that in the event of non-acceptance of the application by the company, the Application Money will be refunded without any liability towards costs/damage/interest etc.
8. Unless any agreement is executed in writing, the applicant shall not be entitled to any hereby agrees not to step up any oral agreement whatsoever or howsoever.

Place: Signature of Sole/First Applicant
Date:

Place: Signature of the Joint Applicant
Date:

ANNEXURE- A

Payment Schedule (Please refer to clause 7A of General Terms and Conditions) for Garden Block, Tower Block & Kiran Block at Protech Park.

- On Application : Rs 40,000.00
- On Allotment : 100%

Discount of Rs. 100.00 (One Hundred Only) per sq. feet will be given on down payment (Allotment money will be adjusted against other dues).

ANNEXURE- B

Payment Schedule (Please refer to clause 7B of General Terms and Conditions) for Garden Block, & Tower Block at Protech Park.

• On Application : Rs. 40,000.00	
• On Allotment	: 15%
• On 1 st Floor Roof casting of Block	: 10%
• On 3 rd Floor Roof casting of Block	: 10%
• On 5 th Floor Roof casting of Block (Brick Work Start)	: 15%
• On 7 th Floor Roof casting of Block (Brick work going on)	: 15%
• On 9 th Floor Roof casting of Block (Brick work going on and plastering start)	: 15%
• On 10 th Floor Roof casting of Block (Brick work and plastering going on)	: 15%
• At the time of Possession	: 5%
	<hr/>
	100%

Payment Schedule for Kiran Block at Protech Park

• On Application : Rs. 40,000.00	
• On Allotment	: 15%
• On completion of Foundation work	: 10%
• On 1 st Floor Roof casting of Block	: 10%
• On 2 nd Floor Roof casting of Block	: 10%
• On 3 rd Floor Roof casting of Block	: 10%
• On 4 th Floor Roof casting of Block	: 15%
• On On Brick work state	: 15%
• On Finishing work state	: 10%
• On Possession	: 5%
	<hr/>
	100%

(Allotment money will be adjusted against other dues)

GENERAL TERMS AND CONDITIONS

'PROTECH' Buildcon Pvt. Ltd (hereinafter referred to as 'PROTECH') offers two and three Bedroom Apartments at 'PROTECH' Park, Hengrabari in Guwahati.

1. OFFER

The Complex 'PROTECH Park' will consist of three Blocks Garden, Tower & Kiran with 2 Bed Rooms and 3 Bed Rooms flats.

2. WHO CAN APPLY

- i) For those Employed: Copy of Pay Slip/ Salary Certificate/ Form 16 under the Income Tax Act, duly attested by the Employer/ Copy of acknowledgment of Income Tax Return for the for the Financial Year ended 2006-07.
- ii) For Self-Employed who are Income Tax payers: Copy of acknowledgment of Income Tax Return for the Financial Year ended 2006-07.
- iii) For Pension Holders: A copy of Pension Pass Book or Bank pension statement showing evidence of receipt of pension for the last month.

3. APPLICATION PROCEDURE

- i) A person intending to acquire an Apartment will have to apply in the Prescribed Application Form. Applicant is required to go through the Terms and Conditions enclosed with the Brochure and proper care is to be taken while filling the Application Form.
- ii) The Application Form required to be submitted, must be duly filled-up and signed by the applicant(s) accompanied with the Bank Draft/Pay Order drawn in favour of "PROTECH Buildcon Pvt. Ltd" payable at Guwahati towards application money as shown in the Price & Payment Schedule given hereinafter.

4. ALLOTMENT SCHEME/PROCEDURE

- i) Allotment of apartment will be made on a first-come-first basis. Subject to clearance for Home Loan. Normally allotment will be made within 21 days.

5. REJECTION OF AN APPLICATION AND REFUNDS

- i) Application(s) having fraudulent or misleading information will lead to immediate rejection and cancellation of the allotment, if any made. In such event, the deposited amount will be refunded after deducting a service fee as per clause 6B.

6. WITHDRAWAL OF APPLICATION / CANCELLATION OF BOOKING AND / OR ALLOTMENT

A. Before allotment

Applicant may withdraw the application at any time, before the issuance of provisional allotment letter, and in such a case, the applicant shall get full refund of the application money without any interest thereon.

B. After allotment :

An applicant may cancel his/her/it's booking at any time after issuance of provisional allotment letter but before registration of transfer documents, In such a situation, all amounts paid by the allottee will be refunded without any interest, after deduction of service charges as mentioned below.

- i) 2 Room Flat: Rs. 10,000.00
- ii) 3 Room Flat: Rs. 20,000.00

C. In addition to service/ cancellation charges as above, statutory deductions, if any, on such cancellation will be borne by the allottee. It is further clarified here that no claims for any damages, of whatsoever nature shall be tenable in the event of cancellation of the allotment as stated above.

7. PRICE & PAYMENT SCHEDULE

A. Under full down Payment Plan

This plan requires 100% (One hundred percent) payment of total price within 45 days from the date of allotment (See details in **Annexure A.**)

B. Under Installment Payment

The Plan Price indicated in the Payment Schedule under Installment Payment Plan (See details in **Annexure-B**) is firm and non-scalable. This plan requires payment of allotment money and respective installments as indicated in the said schedule.

Prices in the above plans (7A & 7B) are exclusive of any taxes, which may be leviable by any appropriate authorities. Taxes like value added Tax, Works contract Tax, Service Tax, both present and future, as may be applicable, shall be separately charged and recovered from the allottees.

Rs. 10/- @ sq. feet increase on each floor upward after 5 Floor will be charged.

Applications are required to indicate their preference of the payment plan in the application form.

8. CARPARKING / TWO WHEELER PARKING PLACES

- i) Limited number of Parking space is proposed to be provided within the Complex. Applicants are required to indicate their requirement for two wheeler or car parking space (either open or covered car parking) in the application form.
- ii) Consideration amount for granting the right to use the parking spaces are stated below :

Parking Space	Down Payment Plan	Installment Payment Plan		
	On allotment Of Apartment (Rs.)	Total (Rs.)	On Allotment of Apartment (Rs.)	With Last Installment (Rs.)
Two Wheeler	15,000	21,000	10,000	11,000
Open Car Parking	75,000	1,00,000	40,000	60,000
Covered Car Parking	1,00,000	1,25,000	50,000	75,000

The total number of available parking spaces will be determined at the time of completion of construction of the complex. Each flat will be allotted one parking space whether open or covered against consideration.

In case the applications for allotment of additional parking spaces are more than the number of parking spaces available for allotment, the allotment will be made through a process of draw of lots. The amount paid for additional parking space will be refunded with 6% interest per annum to all the unsuccessful applicants within 21 days from the date of draw of lots.

Each allotment of parking space will entitle the allottee, the right to park only one vehicle. In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space under no circumstances is sparingly transferable. This right to use parking space does not confer 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 'PROTECH'. It shall be at 'PROTECH' discretion to allot/ use the unallotted parking spaces, as it may so decide at its sole discretion.

9. DIESEL GENERATOR POWER BACKUP

Provision has been made for the installation of Diesel Generator for power backup to run the basic facilities at the complex. The DG will be operated by the body of the Owners to be formed or by an appointed agency in accordance with the applicable Acts, Rules and By Laws.

10. DELAY IN PAYMENT

- i) It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction.
- ii) In case, allottee does not communicate his choice of the payment scheme to 'PROTECH' in writing it will be deemed that the allottee has opted for installment payment scheme by default. In case an allottee wants to shift from one payment scheme to another (as provided in clause 7 above), such shifting will be at sole and absolute discretion of 'PROTECH', and in case permission is granted 'PROTECH' may impose such conditions as it may think fit.
- iii) Payment of allotment money is required to be made within the stipulated due date as mentioned in the provisional allotment letter. No extension of time will be allowed for payment of allotment money. In case of allotment money is not paid within the due date, the provisional allotment would stand cancelled automatically without any reference to the allottee and the application money would be refunded after the deduction of the service charges at the rates as stated in clause 6B.
- iv) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of 'PROTECH' to be issued from time to time requesting for such payments. Payment within time would be the essence of the terms of allotment. Part payment will not be accepted after due dates. Allottees are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, up to the date of payment, both days inclusive. In case of delay, payment of dues, together with interest, will be accepted by 'PROTECH' if the payment is made within 2 (two) months of the due date.
- v) Delay in payment beyond 2 (two) months from the respective due dates would make the allotment liable to be cancelled without any reference to the allottee. In case of such cancellation 'PROTECH' shall deduct service charges as provided in clause 6B. On such cancellation, the allottee shall have

no right, title, lien, claims or demand whatsoever against the allotted Apartment. All amounts paid by the allottee on various accounts will be refunded without any interest and after deduction of the said service charges.

- vi) All payments received will be first applied towards applicable interest and other sums, if any due and thereafter towards the installment. No payment will be received after due date without the payment of the applicable interest, if any.

11 POSSESSION

- i) 'PROTECH' shall make an endeavor to give possession of the apartments to the allottees within 33 months from the date of formal launch i.e. 28th Oct, 2007 (subject to force majeure) and subject however, to payment of all dues in respect of the allotted apartment including stamp duty and registration charges as applicable under the law by the allottee. Physical Possession of the apartments shall be withheld, if all dues payable are not cleared by the allottee.
- ii) 'PROTECH' shall give notice (Notice of Possession) to the allottee regarding the date on and from which 'PROTECH' will start effecting possession of the Apartment. The allottee shall be required to take possession in person or through agent or attorney within 30 (thirty) days from the issuance of "Notice of Possession".
- iii) An allottee shall be deemed to have taken possession of his/her/its allotted apartment on the 15th day of service of notice to take possession (interim or final) and such fifteenth day shall be deemed to be the "date of possession" irrespective of the date when the allottee takes physical possession. The allottee shall be required to take possession of his/her/its apartment on or before the "date of possession" after fulfilling all the terms and condition.
- iv) After taking physical possession or from the deemed date of possession of the apartment, whichever is earlier, the allottee shall not be entitled to put forward any claim against 'PROTECH' in respect of any item of work in the said apartment which may be said not to have been carried out or completed.

12 COMPENSATION FOR DELAY POSSESSION

- i) If 'PROTECH' fails to deliver possession of the apartments to the allottees within the stipulated time (subject to force majeure as stated herein below) except in cases where physical delivery has been withheld by 'PROTECH' on grounds stated elsewhere herein these General Terms and Condition, then it shall pay compensation to the allottees of the apartment effective from the scheduled date of possession, till the deemed date of possession of the apartments at the following rates.
 - a) 3 Room Flat Apartment: Rs. 7000 per month
 - b) 2 Room Flat Apartment: Rs. 5,000 per month
- ii) In case the allottee(s) fails or neglects to take possession of their apartment(s) as and when called upon by 'PROTECH' or where physical delivery has been withheld by 'PROTECH' on grounds stated elsewhere in these General Terms and Conditions, the allottee(s) shall be liable to pay guarding fee of @ Rs. 500/- (Rupees five hundred) per month for 2 Room Flat Apartment and @ Rs.

1000/- (Rupees One thousand) per month for 3 Room Flat Apartments, from the Deemed Date of Possession as provided in clause 11 iii) to the actual date when the physical possession is taken by the allottee. In addition, each allottee(s) shall be required to pay for proportionate share of expenses related to common areas maintenance and applicable municipal rates and taxes of the Complex/ Apartment from the Deemed Date of Possession as provided in clause 11 iii).

13. TRANSFER OF PROVISIONAL ALLOTMENT AND TRANSFER FEE

- i) An allottee, opting for Full down payment plan (i.e., 7 A) shall not be normally eligible to alienate and/or transfer his/her/its interest in the allotted apartment and parking space, within the intervening period from the issuance of allotment till 'PROTECH' has conveyed the apartment and parking space in favour of the allottee (except in deserving cases, solely at the discretion of 'PROTECH') subject to payment of Transfer fee, mentioned herein below.
- ii) Likewise an allottee, opting for Installment payment plan (i.e., 7 B) shall not be normally eligible to alienate and/or transfer his/her/its interest in the allotted apartment and parking space, within the intervening period from the issuance of allotment till 'PROTECH' has conveyed the apartment and parking space in favour of the allottee (except in deserving cases, solely at the discretion of 'PROTECH') subject to payment of Transfer fee, mentioned herein below and subject to the allottee agreeing to pay the entire balance payable amount as per Full down payment plan (i.e., 7 A).
- iii) Transfer of allotment after 'PROTECH' has executed the deed of transfer of the apartment in favour of the allottee shall not be governed by this clause.
- iv) A 5% (Five percent) of the total price shall be paid by the allottee to 'PROTECH' for change of ownership before transfer of title of the apartment is effected as per clause 13 i) & ii) above. However no transfer fees shall be payable in case of a transfer to the spouse of the Allottee.

14. THE 'PROTECH' ACTIVITY CENTRE

- i) 'PROTECH' proposes to set up a "PROTECH Activity Centre" (PAC). The PAC shall be managed by 'PROTECH' either by itself or through its nominee, for a period of one year from the date of commencement of operation of the PAC.
- ii) All the allottees have to pay for membership of the PAC on the following terms:

	2 Room Flat	3 Room Flat
Admission fees (non-refundable) (Payable at the time of allotment)	Rs. 20,000	Rs. 30,000
Annual subscription (Payable in advance before possession)	Rs. 500	Rs. 800
- iii) The aforesaid amount is inclusive of service tax. The admission fees (non refundable) shall be appropriated by 'PROTECH' towards the consideration for providing the PAC and the allottees at no time shall be entitled to claim any refund of the admission fees on any grounds, whatsoever.
- iv) The membership will entitle entry and usages of the PAC to persons residing in the Apartments of "Park".
- vi) The annual subscription for maintenance and management of the PAC, as mentioned above, shall be payable to 'PROTECH' or its nominee in advance for the first 12 month of operation of the

PAC. Surplus/deficit, if any, arising out of the operation of the PAC by 'PROTECH' or its nominated agency, shall be on the account of 'PROTECH'.

- vii) It would be pertinent to mention here that some of the facilities at the PAC shall be available free of cost, while others may be on "pay and use" basis. Details terms and conditions of membership, different charges and rules and regulations governing the use of the PAC will be formulated in due course and circulated to all allottees.
- vii) In case the apartment is transferred, the membership to PAC will automatically stand transferred to the transferee of the apartment and the transferor will cease to be member of the PAC.
- viii) The area of the PAC and the equipment etc provided therein will form part of common areas of the complex and will be handed over to the body of owners to be formed in accordance with the applicable law. The right of the user and enjoyment however, shall be restricted only to those allottees who shall become member of the PAC. After the end of one year, the management of the PAC shall be transferred by 'PROTECH' as provided in the present terms and condition.

15. DOCUMENTATION

- i) It will be 'PROTECH' endeavor to execute and register the Deed of Transfer to the allottees before handing over possession of the apartment as provided in Clause 11. The deed of transfer will be drafted by the Solicitor/ Advocates of 'PROTECH' and shall be in such form and contain such particulars as be approved by the 'PROTECH'. No request for any changes, whatsoever, in the transfer deed will be entertained.
- ii) In case, 'PROTECH' is ready and willing to execute and register the deed of transfer before handing over possession of the apartment and the allottee fails or neglects to get the deed of transfer registered within the date notified, physical possession of the apartment to the allottee may be withheld by 'PROTECH' and it shall have the right to cancel the allotment, in case the allottee fails to get the transfer deed registered within 4 months from the date notified to the allottee. Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable service charges as stated in clause 6B.
- iii) The allottee will be required to pay, on demand, to 'PROTECH' or to the Concerned Authorities, as may be so decided by 'PROTECH', the applicable stamp duty & registration charges for registration of the deed of transfer of their respective apartments.
- iv) Each allottee will also be required to pay, on demand, to pay to 'PROTECH', documentation charges amounting to 1% of the total price of the apartment.

16. COMMON AREAS & FACILITIES

- i) The common areas and facilities of the complex shall be handed over to a body of the owners to be formed in accordance with the applicable Act, Rules, by Laws. All the allottees are compulsorily required to complete the formalities of becoming a member of such body and also to comply with the Rules and by Laws for their membership of the said body as laid down. 'PROTECH' shall notify the detailed scheme to the allottees, at an appropriate time so as to enable them to comply with the required terms. If so required, the body of the owners to be formed in accordance with the applicable acts, rules and by laws shall be required to be constituted by the allottees before the

intended date of possession of the apartment and the allottees shall be bound to take over the common areas and facilities even before the intended date of possession of the apartments.

- ii) 'PROTECH' shall by itself or through its nominated agency, maintain the common areas and facilities for a period of 1 (one) year, starting from the "Deemed date of Possession". For this period of one year the allottees shall be required to pay to 'PROTECH' a sum of Rs. 8400/- (Rupees Eight thousand four hundred) (i.e. Rs. 700/- per month inclusive of, if applicable service tax) in case of 2 Room Flat and Rs 13,200/- (Rupees thirteen thousand two hundred) (i.e., Rs 1,100/- per month inclusive of applicable service tax) in case of 3 Room Flat towards maintenance charges of the common areas before taking possession of the apartment. Any surplus/ deficit arising therefrom shall be on account of 'PROTECH'. Up on expiry of aforesaid period of one year, management and maintenance of common areas along with the PAC shall be handed over by 'PROTECH' to the body formed by the members, as aforesaid who shall thereafter be responsible for maintenance of common areas. In the event of such body as aforesaid not having been constituted by then, the responsibility of common area maintenance and the PAC shall be handed over by 'PROTECH' to an interim body to be formed amongst the resident allottees of apartments or to group of allottees who would take over the possession and control of the common area facilities and the PAC on behalf of themselves and also on behalf of all other allottees of the other apartments within the complex.
- iii) 'PROTECH' shall have a right to have one representative as a member of the committee for a period of 5 (Five) years from the date of formation of such committee.

17. SECURITY DEPOSIT and CHARGEABLES

- i) Every allottee shall pay a security deposit of Rs. 10,000 in case of 2 Room Flat and Rs. 15,000 in case of 3 Room Flat. 'PROTECH' reserve the right to utilize this deposit to adjust any legally realizable dues from the allottee on account of maintenance charges or electricity charges or any other charges/ deposits relating to maintenance and/ or electricity supply. The deposit, after adjustment of dues, if any, will be handed over by 'PROTECH' to allottees committee without any interest at the time of handing over the maintenance and management of the Complex.
- ii) Deposit paid by 'PROTECH' to Assam State Electricity Board Ltd. (ASEB) for providing electricity to common area, installation charges for such connection shall be born and payable by the allottees in proportion of the saleable area of their respective apartments. 'PROTECH' shall be entitled to recover such deposits from the allottees. The exact amount recoverable from the Allottee will be intimated to the allottee before handing over possession of the apartments.
- iii) In case ASEB decide not to provide individual meter to the allottees and make provision for a HIGH TENSION SUPPLY or BULK SUPPLY, 'PROTECH' shall provide sub-meter to the allottees up on payment by the allottee of the Proportionate security Deposit payable to ASEB for such connection. The exact amount payable will be intimated to the allottees at appropriate time before possession. This security deposit would be subject to revision and replenishment, as may be decided by ASEB from time to time and the allottees shall, at all times be liable proportionately to

in all such revision/replenishment to ASEB as per the norms of the ASEB. In such a case the
As a consequence, the responsibility for such connection charges and agreement with ASEB for supply of
electricity shall be borne by the allottees.

iv) The Cost of DG set will be recovered from flat buyers on square feet basis.

18. GENERAL

- i) It is understood that the applicant has applied for allotment of apartment with full knowledge of all the law/notifications and rules applicable to the project area, which have been fully understood by the applicant(s). It is further understood that the applicant has fully satisfied himself/herself/itself about the right, interest and/or the title of 'PROTECH' in the project land on which the apartment are being constructed.
- ii) It is understood that the applicant has applied for allotment of an apartment for residential purpose only.
- iii) The allottee shall from time to time sign all application, papers, documents, maintenance agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as 'PROTECH' may require in the interest of the complex and apartment owners. In case of Joint Allottees, any document signed/ accepted/ acknowledged by any one of the allottees shall be binding up on the other allottees.
- iv) The expression "allotment" whenever used herein shall always mean "provisional allotment" and will remain so, till such time a formal deed of transfer is executed and registered in favor of the allottee(s) for his/her/their respective apartments. However, the provisional allotment shall be subject to timely payment of the total price and all related dues to 'PROTECH'.
- v) The term "total covered area" of the apartment shall mean the covered area of the apartment plus proportionate share of common areas.
- vi) The expression "complex" whenever used in these terms and conditions shall always mean "PROTECH Park" at, Hengrabari, Ghy.
- vii) If for any reason, whatsoever, 'PROTECH' is not in a position to offer the apartment allotted; 'PROTECH' shall offer the allottees an alternative apartment or refund the amount in full with interest at prevailing bank rates, without any further liability to pay any damages or compensation.
- viii) 'PROTECH' reserves the right to create charge on this Complex for obtaining development and other finance from any nationalized bank or financial institution, as it deem fit and proper. However on or before the execution of the deed of transfer the apartment will be freed from all encumbrances.
- ix) 'PROTECH' will have the right to decide which block /building to construct first. All the building may not be constructed simultaneously. The layout, landscaping, pathways, connectors and the apartments as shown in the accompanying brochures are tentative and are subject to variation. 'PROTECH' may effect such variations, additions, alterations, deletions and/or modifications there as it may, deem appropriate and fit or as may be directed by any competent authorities. Such alterations may include change in location, regarding design; layout and accommodation, entertained by 'PROTECH'.
- x) Due to any operation of law or statutory order or otherwise as may be decided by 'PROTECH', if a portion of the entire scheme is discontinued or truncated then the allottees affected by such disconnection or truncation will have no right of compensation from 'PROTECH'. However,

'PROTECH' will refund all the money received from the allottees together with simple interest at the then prevailing rate applicable to savings bank account.

- xi) 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/ permissible by GMDA, in such a case, 'PROTECH' shall have the exclusive right to take up or complete such further construction, In such a situation, the proportionate share of the allottee in the Land and/ or in the Common Area and facilities shall stand varied accordingly. All the allottees shall be deemed to have given their consent to such construction by 'PROTECH'.
- xii) 'PROTECH' will have the right of putting up signage and hoarding neon sign of its name or the name of its segment or affiliates, as well as their products, on the roof or walls or common area of the Complex. However, all the maintenance cost on this account will be on the account of 'PROTECH'.
- xiii) 'PROTECH' will not entertain any request for modification in the internal layout, fittings/ floorings etc of the apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of apartment shall be considered by 'PROTECH' in case of allottees want (with prior written approval/ consent of 'PROTECH') to do some work/ install some different fittings/ floorings etc on his/ her own within the apartment and request 'PROTECH' not to do such work/ install fittings/ floorings etc within the apartment.
- xiv) No request for any discount or any account whatsoever will be entertained by 'PROTECH'.
- xv) In the event of paucity or non-availability of any material/ article 'PROTECH' may use alternative materials/ articles of similar quality. Decision of 'PROTECH' on such changes shall be final.
- xvi) Complaints, if any, regarding fitting and fixtures etc provided in the apartment will be required to be brought to the notice of 'PROTECH' within 15 days after taking over possession of the apartment. In case allottee fails to take physical possession within 4 months from the deemed date of the possession, complaints of any nature will not be entertained relating to fittings, fixture etc. and in such event, the allottee will have to take possession of the apartment on "as is where is" basis.
- xvii) Water supply will be made available from deep tube wells or any other available source as may be permitted by the concerned authorities. However, after handing over the common area facilities of the project, the maintenance body formed by owners may make alternative arrangement for supply of potable water from the concerned municipal/ competent authority and create necessary infrastructure for the same at their own cost.
- xviii) Certain infrastructure like Complex level drainage, sewerage, approach, road inside the Complex including street lighting, fire fighting equipments and its water supply network etc. may be common with other dwelling apartments within 'PROTECH' Park Complex, the maintenance and management of which lie in the hands of an apex body of such dwelling apartments/ association/ registrar institutional body formed or any other alternative arrangement which 'PROTECH' finds most suitable for proper maintenance of such common facilities of the complex. The maintenance body formed by the 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 and facilities. However 'PROTECH' will charge the individual allottees from the deemed date of possession, an equitable amount towards maintenance fees till such time maintenance body formed by the Apartment owners takes over the management and maintenance of the Complex and becomes a member of the apex body.

- xix) The allottee(s) may be required to execute, if necessary, a formal agreement for sale in such form, as may be prescribed by 'PROTECH' within 15 days of being required in writing to do so by 'PROTECH'. In case it is registered the allottees may be required to pay the applicable stamp duty and registration charges applicable under the law together with advocate's fees. Such agreement for sale will be in the Standard format of 'PROTECH'.
- xx) The applicant shall not be entitled to get the name of his/her nominee(s) substituted in his/her place, other than as provided in clause 13 above.
- xxi) After delivery of physical possession or the deemed date of possession, whichever is earlier, of the apartment as stated in clause 11 herein above, the allottee shall be liable to pay to 'PROTECH' /any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the apartment wholly and for the common areas proportionately.
- xxii) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee and all allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying brochures, leaflets and inserts, except the application form contained in the application kit are not legal documents and are for information only, and all design, measurements, specifications mentioned and stated therein are tentative and subject to change at the sole discretion of 'PROTECH'.
- xxiii) All correspondences will be made with applicants at the correspondence address on 'PROTECH's record initially indicated in the Application Form, unless changed. Any change of address will have to be notifying in writing to 'PROTECH' at its Office and acknowledgement obtained for such change. In case there is a joint allottee, all communication shall be sent by 'PROTECH' to the first allottee and which shall for all purposes be considered as its having been served on the joint allottee(s) also.
- xxiv) The applicant must quote the application number as printed in the application and on allotment, their Apartment Number as indicated in the Allotment Letter in all future correspondence.
- xxv) 'PROTECH', however, may as its sole discretion, change, add, delete, alter or relax any of the Terms and Conditions stated herein and also information/contents in the accompanying brochures and leaflets/inserts. It also reserves the right to reject any application without assigning any reason whatsoever.