

SAAN VERDANTÉ

Application Form for Provisional Allotment of a Residential Apartment In “SAAN VERDANTÉ” Group Housing Colony, Sector 95, Gurgaon, Haryana

M/s. SAAN Procon Private Limited,
11, Community Centre (First Floor)
East of Kailash
New Delhi – 110065

Dear Sirs,

I/We request that I/we may be provisionally allotted a residential apartment tentatively admeasuring a Super Area of approx. _____ sq. ft. (_____ sq. mtrs.) (“**Apartment**”) in the Group Housing Colony known as “**SAAN VERDANTÉ**” (“**Project**” or “**Group Housing Colony**”) planned to be constructed on the land located in Sector 95, Gurgaon, Haryana, under the following Payment Plan:

- Flexi Payment Plan – A (CLP)
- Flexi Payment Plan – B (CLP)
- Possession Linked Payment Plan (PLP)
-

A sum of Rs. _____ (Rupees _____ only) has been tendered towards the provisional booking of an Apartment (“**Booking Amount**”).

I/We am/are making this application with the full knowledge that the Company, along with its associate company/ies, is in the process of developing the Project and would make the allotment of an Apartment in due course of time, subject to availability. I/We agree to the provisional allotment of an Apartment as may be done by the Company. In the event the Company agrees to provisionally allot an Apartment to me/us, I/we agree to make timely payment of all the installments of the Total Consideration and all other dues, charges, duties and taxes including any fresh incidence/enhancement thereof, even if retrospective in effect, that may be levied by the Government/any statutory/competent authority as well as in terms of the Apartment Buyer's Agreement (“**Agreement**”) based upon the Super Area of the Apartment so allotted, as per the Payment Plan that I/we have opted for, and which has been explained to me/us by the Company and understood by me/us.

I/We understand that this application does not constitute an agreement to sell for an Apartment and I/we do not become entitled to the provisional allotment of an Apartment, notwithstanding that the Company may issue its receipt in acknowledgement of the Booking Amount. I/We confirm and undertake that upon issuance of the allotment letter by the Company provisionally allotting an Apartment to me/us, I/we shall be bound to purchase the same and to execute the necessary

Signature of the Applicant(s)

documents, including the Agreement, as stated herein. I/We hereby confirm and agree that it is only after I/we have executed the necessary documents, including the Agreement in the Company's standard format, unconditionally and without qualification, that the provisional allotment of the Apartment shall become conclusive, final and binding on the company.

I/We hereby consent and agree to abide by the terms and conditions of this application including those relating to payment of the Total Consideration and other charges, forfeiture of Earnest Money as provided for herein and execution of necessary documents including the Agreement.

- Notes:**
- The word "Applicant(s)" as used in this Application Form means and includes an individual Applicant and all Joint Applicant(s), jointly and severally, as the case may be.
 - The word "He" shall include "She".
 - Singular shall include Plural.

Signature of the Applicant(s)

1. SOLE OR FIRST APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality _____

Date of Birth ___/___/____; Anniversary date ___/___/____;

Business/Profession _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

Mailing Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____

Permanent Address: _____

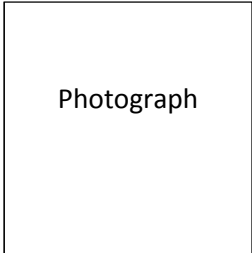
PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____

Office Name & Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____



Signature of the Applicant(s)

2. SECOND APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality _____

Date of Birth ___/___/____; Anniversary date ___/___/____;

Business/Profession _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

Mailing Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____

Permanent Address: _____

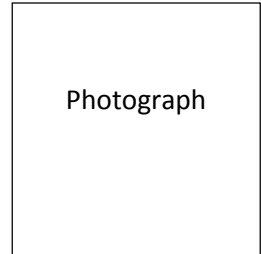
PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____

Office Name & Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____



Signature of the Applicant(s)

3. THIRD APPLICANT

Mr./Ms./M/s. _____

S/W/D of _____

Nationality _____

Date of Birth ___/___/____; Anniversary date ___/___/____;

Business/Profession _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin _____

Income-tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Ward/Circle/Special range and place where assessed to Income-tax _____

Mailing Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____

Permanent Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

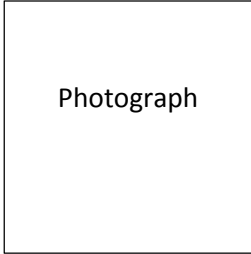
E-mail ID: _____

Office Name & Address: _____

PIN Code: _____ Tel. No. _____ Fax. No. _____

E-mail ID: _____ Mobile No.: _____

{For additional applicant(s) use separate sheet(s)}


 Photograph

Signature of the Applicant(s)

4. APARTMENT IN "SAAN VERDANTÉ" SECTOR - 95, GURGAON, HARYANA

Type: _____ Apartment No.: _____

Floor No.: _____ Tower No.: _____

Super Area of the Apartment _____ sq. ft. _____ sq. mtrs. (approx.)

A. Basic Sale Price (BSP) Rs: _____ per sq. ft. of Super Area

B. Preferential Location Charges (PLC):

i) @ Rs. _____ per sq. ft. of the Super Area for _____

ii) @ Rs. _____ per sq. ft. of the Super Area for _____

iii) @ Rs. _____ per sq. ft. of the Super Area for _____

iv) @ Rs. _____ per sq. ft. of the Super Area for _____

Total PLC Rs. _____ per sq. ft. of the Super Area

C. Exclusive Right to Use of ____ Car Parking Spaces for Rs. _____

D. Development Charges (DC): Rs. _____ per sq. ft. of Super Area

E. Community Club Membership Charges: Rs. _____

F. Interest Free Maintenance Security (IFMS): Rs. _____ per sq. ft. of Super Area.

G. Interest Bearing Replacement Fund (IBRF) : Rs. _____

H. Other charges: _____

5. PAYMENT PLAN

- Flexi Payment Plan – A (CLP)
- Flexi Payment Plan – B (CLP)
- Possession Linked Payment Plan (PLP)
-

6. TIMELY PAYMENT REBATE (TPR)

Timely Payment Rebate (TPR) @ Rs. 100/- (Rs. One Hundred only) per sq. ft. will be admissible on timely payment of all installments, on or before due date, as mentioned in Para 35 of the Terms and Conditions attached with the Application Form.

Signature of the Applicant(s)

Note 1: All Payments are to be made by A/c Payee Cheque/Demand Draft payable at New Delhi/Gurgaon only drawn in favour of **“SAAN Procon Pvt. Ltd.”**. The application would be considered for provisional allotment subject to clearance of the Cheque/Demand Draft for the Booking Amount.

NOTE 2: All payments towards BSP, DC, PLC, IFMS, Community Club Membership, Car Parking Space/s, other statutory charges or any fresh incidence of tax (even if retrospective in effect), maintenance or any other charges shall be payable by the Applicant(s) as and when demanded by the Company or its nominated maintenance agency.

Note 3: Stamp Duty, Registration Charges and other miscellaneous incidental expense and documentation charges shall be payable extra by the Applicant(s).

7. CHANNEL PARTNER'S NAME & ADDRESS: _____

Channel Partner's Seal and Signature

8. DECLARATION

I/We, the Applicant(s), hereby affirms and declares that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information given by me/us in this application is incomplete or is found incorrect or false at any stage, the Company shall be within its right to reject this application and/or cancel the provisional allotment, if done and/or terminate the Agreement, if executed and to cancel the booking. I/We hereby further confirm that I/we have read and understood the terms and conditions as contained herein and accept and undertake to unconditionally abide by the same.

Yours faithfully

Date: _____

Place: _____

Signature of Applicant(s)

Signature of the Applicant(s)

FOR OFFICE USE ONLY

Receiving Officer:

Name: _____ Signature: _____ Date: _____

1. **ACCEPTED** [] **OR** **REJECTED** [] **REGISTRATION NO.:** _____
 Apartment No.: _____ Floor No.: _____ Tower No.: _____
 Super Area: _____ sq. ft. (approx.) _____ sq. mtr. (approx.)
2. Basic Sale Price (BSP) Rs. _____ per sq. ft. (_____ per sq. mtr.) of the Super Area
3. Preferential Location Charges: Rs. _____ per sq. ft. of the Super Area of the Apartment.
4. Payment Plan: Construction Linked [] **OR**
 Down Payment [] **OR**
 Other Plan _____ []
5. Timely Payment Rebate (TPR): Yes [] **OR**
 No [];

If yes: @ Rs. _____/- per sq. ft. on timely payment of all installments, on or before due date to be specified by the Company.

6. Payment received vide Cheque/Demand Draft/Pay Order No. _____ dated _____ for Rs. _____ (Rupees _____ only) towards Booking Amount, out of the Applicant(s)'s NRE/NRO/FC/ SB/CUR Account.
7. Provisional Booking Receipt No.: _____ dated _____
8. Type of Booking: Direct [] **OR**
 through Channel Partner []
9. Remarks (if any):

Date: _____

Authorized Signatory

Place: _____

Signature of the Applicant(s)

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THE APPLICATION FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL APARTMENT IN “SAAN VERDANTÉ”, SECTOR – 95, GURGAON, HARYANA

The terms and conditions given hereunder are indicative and are given with a view to broadly familiarize and acquaint the Applicant(s) with the terms, conditions and provisions as would be more comprehensively set out in the Apartment Buyer’s Agreement (**the Agreement**) to be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for allotment of an Apartment with full knowledge and understanding of all the laws, notifications and rules as are applicable to the Project, which also have been duly explained by the Company and understood by the Applicant(s).
2. The Applicant(s) is satisfied about the rights, interest and title of the Company/its associates to sell and market apartments in the Project and the rights, interest and title of the Company/Associate Company/ies in the land admeasuring approximately 3.88 acres located in Sector 95, Gurgaon, Haryana (“**Land**”), on which the Project has been planned for development. The Applicant(s) has understood all the limitations, restrictions, requirements and obligations in respect thereof. The Applicant(s) confirms having verified necessary approvals and agrees that no further investigation shall be required by the Applicant(s) nor any objection shall be raised in this respect at any time after submitting this application.
3. Company plans to develop the Land and construct the Group Housing Colony which shall inter alia comprise of buildings containing residential apartments with suitable infrastructural facilities (hereinafter collectively referred to as “**Towers**”) in accordance with License bearing number 216 of 2007 dated 05/09/2007, accorded by Director General, Town and Country Planning (“**DGTCP**”) for the development of a Group Housing Colony and building plan approved by the DGTCP vide Memo no. ZP.298/AD (RA)/2013/55366 dated 25/10/2013.
4. The Applicant(s) confirms that the Applicant(s) has relied on his own judgment and investigation in deciding to make the present application, and has not based his decision upon and/or has not been influenced by any illustrative architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company or the Channel Partner. The Applicant(s) acknowledge(s) and declare(s) that the Company has readily provided him with all the information/clarifications as required by him and the Applicant(s) has relied solely on his own estimation in deciding to make the present Application for the prospective purchase of the aforesaid Apartment.
5. The Applicant understands and agrees that the specific area of the Apartment shall include the entire area enclosed by its periphery or internal walls, columns, internal shafts including area of the balconies/terrace(s) reserved for exclusive use with the said Apartment if any and half the area of walls common with other apartments which form integral part of the said Apartment.

Signature of the Applicant(s)

6. The Applicant(s) understands that the provisional allotment once done shall be final and binding on the Applicant(s) and the Applicant(s) confirms that he shall have no objection to the same and undertakes to accept the provisional allotment of the Apartment done by the Company. Any mention of the preferential Apartment number, Floor number or Tower number by the Applicant(s) on the Application does not bind the Company in any manner whatsoever.
7. The Applicant(s) shall execute the Agreement and a separate Maintenance Agreement with the Company and/or with its nominated maintenance agency, in the standard format of the Company and such other documents as and when required by the Company along with declarations and undertakings contained therein. The Applicant(s) accepts that the execution of the Maintenance Agreement shall be a condition precedent to the execution of the Conveyance Deed for the Apartment.
8. The Applicant(s) shall make the payment of BSP, DC, PLC, Community Club Membership charges, IFMS, Right to Use of Car Parking Charges, maintenance charges and/or any other charges or deposits on a Super Area basis with respect to the Apartment as per the opted Payment Plan or as may otherwise be communicated by the Company from time to time. The Applicant(s) shall further be liable to pay any enhancements in DC or any tax/charges including any fresh incidence of tax as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Company on the Super Area of the Apartment. The Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when the Conveyance Deed is executed by the Company.
9. The Applicant(s) understands and agrees that the Company shall be entitled to charge PLC for the apartments according to the prevalent policy of the Company. It is further agreed by the Applicant(s) that whichever apartments are designated by the Company as being preferentially located, shall all be treated as preferentially located apartments for the purpose of payment of PLC.
10. The Applicant(s) has understood that the BSP along with DC, charges for exclusive right to use of car parking spaces, Community Club Membership fee and applicable PLC, along with applicable taxes shall constitute the **“Total Consideration”** for the Apartment. The Applicant shall make all payments of charges for executing the external infrastructure work/facilities/services, in addition to the EDC, on account of the acquisition/development of a 24 meter, or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations (66 KVA capacity and above), or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the Director General Town and Country Planning (DTCP) or other government authority, may in the future, assign to the Company/recover charges for etc. as also the interest paid on EDC/IDC to the government carrying cost on the fund deployed at the rate of 15% per annum.
11. **“Development Charges”** or **“DC”** shall mean the amount payable by the Applicant(s) to the Company towards carrying out the development works inside or around the Group Housing Colony, including but not limited to:

Signature of the Applicant(s)

- a. External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”) at applicable rates prescribed by DGTCP for the Project and any interest paid and/or payable thereon to the concerned authorities.
 - b. Infrastructure Augmentation Charge (“IAC”) as presently conveyed and/or demanded by the HUDA, DGTCP or the Government of Haryana with respect to LOI for the Project, any interest paid and/or payable thereon to the concerned authorities.
 - c. The cost of such other development works as may be undertaken by the Company within or around the Group Housing Colony that are not charged specifically elsewhere.
 - d. Any revision in any of above, even if retrospective in effect, and all costs and interest on such amounts till the date of demand to the Applicant(s) at the rate mentioned in the LOI issued by DGTCP for the Group Housing Colony.
 - e. Cost incurred by the Company on the capital invested in making the payment of any of the Development Charges. Such cost shall be determined at the rate of 15% p.a.
12. The Applicant(s) shall also pay, as and when demanded by the Company, the pro-rata share of any Value Added Tax (VAT), Service Tax, General Service Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Apartment.
 13. The Applicant(s) is aware that although the Total Consideration and other dues/charges are payable on the Super Area of the Apartment, however what will be transferred/conveyed to the Applicant(s) shall be the Apartment Area. **Super Area** of the Apartment shall mean and include all the area within the Apartment plus the proportionate undivided share in the Common Areas and Facilities.
 14. **“Other Charges”** – The Applicant(s) understands that the Total Consideration does not include Electricity Connection Charges & related security deposit and/or charges not specifically charged or quantified herein, which shall be communicated by the Company on or before notice of possession. The Applicant(s) agrees to pay all such charges as may be communicated and demanded by the Company without any objection to the same.
 15. The Applicant(s) agrees and understands that except as expressly provided in the Agreement, it shall have no ownership claim over or in respect of lawns if any for the exclusive use of designated ground floor Apartments, all or any open spaces, parking spaces other than those allotted to the Applicant(s), commercial areas, club/recreational facility, community sites etc., none of which have been included in the super area of the Apartment and all such areas shall remain the property of the Company who shall be free to deal with these in accordance with law.
 16. The Company shall by itself or through its nominated Maintenance Agency provide services for maintenance, upkeep, repairs, security, landscaping and common areas etc. for the Project, subject however to regular and timely payment of maintenance and allied charges/deposits required to be made by the Applicant(s). The liability to pay maintenance charges shall commence from the date

Signature of the Applicant(s)

of offer of possession of the Apartment by the Company in its notice to the Applicant(s) for such possession, regardless of the actual possession or occupation of the Apartment and irrespective of whether the Applicant(s) uses the maintenance services or not. The Applicant(s) confirms and acknowledges that the Project will be maintained by the Company and/or an agency appointed by the Company.

17. The Maintenance Agency alone shall have the sole authority to decide upon the necessity and timing of replacement, up-gradation, additions etc., of the capital equipments and infrastructure or the cost thereof and the Applicant(s) agrees to abide by the same. The Company shall be under no obligation to carry out major repairs or replacement of equipments/installations if funds are not available in the IFMS or these are not contributed by the Applicant(s) whenever called for.
18. The Applicant(s) confirms having made this application with the full knowledge that the Company is in the process of developing the Group Housing Colony on the Land, and that the site plan and building plans are tentative and may be changed, altered, modified, revised, added or deleted at the sole discretion of the Company, subject to regulatory approvals and that the Applicant(s) shall have no objection to the same, if done. In pursuance thereof, it is understood and agreed by the Applicant(s) that the location, size, and dimension of an Apartment including the Super Area mentioned is tentative and subject to change, and may be modified or revised or changed from time to time during the course of its completion and grant of Occupation Certificate. It is only upon receipt of Occupation Certificate, the final Super Area shall be calculated and communicated, which shall be final and binding.
19. The Company may improve upon, modify or upgrade the specifications of the project/the said Apartment with a view to enhance the aesthetic features or considerations of efficiency or better building methodology, better maintenance and/or utilization of buildings etc., as may be advised to it and/or deemed fit in its sole discretion and the Buyer shall not raise any objection to this.
20. The Company reserves its right to give on lease or hire the whole or any part of the roof/terraces above the top floor (excluding exclusive terraces forming parts of penthouse/s of any Tower in the Group Housing Colony) and the Applicant(s) shall not be entitled to object to the same or to make any claim on this account.
21. The Applicant(s) understands and agrees that it is mandatory to apply for grant of right to exclusive use of 1 (One) Covered Car Parking Space for the Apartment applied for. All clauses of this application, allotment and the Agreement shall apply mutatis mutandis to the exclusive right to use of the car parking space applied and so provided, wherever applicable. The car parking space shall be an integral part of the Apartment and cannot be transferred independent of the Apartment. Any additional parking spaces may be allocated upon request on a first-come-first-served basis but at the sole discretion of the Company, subject to availability, and upon payment of such charges as may be decided by the Company. The Company's decision in this regard shall be final. The Applicant(s) agrees that parking spaces allocated to the Applicant(s) shall not be a part of the

Signature of the Applicant(s)

Common Areas and Facilities of the Project for the purpose of Declaration to be filed by the Company under the Haryana Apartment Ownership Act, 1983, or any applicable Acts/Rules.

22. 20% of the Total Consideration, exclusive of DC, charged on the Super Area of the Apartment shall constitute the “**Earnest Money**”.
23. The Applicant(s) hereby agrees that due performance of all the obligations under this Application including the timely payment of the Total Consideration and other applicable dues and charges under the opted Payment Plan shall be the essence of this Application. The Applicant(s) shall also be liable to make timely payment of maintenance charges as and when demanded by the Company/ nominated maintenance agency. If the Applicant(s) neglects, omits, ignores, or fails in the timely performance of the obligations agreed and stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) by the respective due dates for such payments, the Company shall be entitled to cancel the provisional allotment and terminate the Agreement, if executed, at its sole discretion and forfeit the Earnest Money and other amounts due and payable to the Company including any interest accrued on delayed installments, late payment charges and any brokerage/commission/margin that may have been paid by the Company to a Channel Partner (in case the Application is made through a Channel Partner and no objection certificate (NOC) from such Channel Partner foregoing its right to claim such brokerage/commission/margin is not submitted) and thereafter, refund the balance amount, if any, without any interest or any other compensation of any nature whatsoever, from the sale proceeds of the further sale/resale of the Apartment. Upon such cancellation, the Applicant(s) shall be left with no right, title, lien or interest over the Apartment and the parking spaces in any manner whatsoever.
24. The Company shall at its cost and expense construct a Community Club (“**Club**”) which, at the sole discretion of the Company, may be transferred to any third party to own, operate, manage and maintain and on such terms and conditions as the Company may agree with such third party. The Applicant(s) right to use such Club shall at all times be contingent upon payment of membership fees, subscription fees and other charges of such Club as well as upon observance of all rules, bye-laws, terms and conditions as may be intimated by the Company or such third party in relation to such Club.
25. The Applicant shall be liable to pay interest on every delayed payment at the rate of 18 % per annum from the date that it is due for payment till the date of actual payment thereof. In case the Applicant defaults in making payment of the due installment (including partial default) beyond a period of 90 days from the due date, the Company shall be entitled to cancel the allotment and terminate the Agreement at any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to waive its right to terminate the Agreement and enforce the payment of all its dues from the Applicant by seeking Specific Performance of the Agreement. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of

Signature of the Applicant(s)

termination reserved herein and such subsequent payment shall always be without prejudice to the rights of the Company to terminate the Agreement.

26. In case the Applicant(s) withdraws the Application or applies for cancellation of the allotment at any point of time, the Company, at its sole discretion, may cancel the allotment after forfeiting the Earnest Money and other charges and dues as may be due and payable to the Company including any brokerage/commission/margin that may have been paid by the Company to a Channel Partner (in case the Application is made through a Channel Partner and NOC from such Channel Partner foregoing its right to claim such brokerage/commission/margin is not submitted) and shall refund the balance amount, if any, from the sale proceeds of the further sale/resale of the Apartment, to the Applicant(s) without any interest or compensation.
27. The Company shall adjust any payment received from the Applicant(s) first towards statutory levies and then towards interest on overdue payment of installments and thereafter towards overdue installments or any other outstanding demand, and finally the balance, if any, towards the current payable installment or current dues.
28. The Conveyance Deed of the Apartment shall be executed only where full payment of the Total Consideration has been made, Maintenance Agreement has been executed, the Payment Plan has been fulfilled and no other dues/charges remain due to the Company. In all other cases where full payment of the Total Consideration has not been made or Maintenance Agreement has not been executed or the Payment Plan has not been fulfilled or any dues/charges remain unpaid, the Conveyance Deed shall not be executed until all such payments, charges and dues have been fully paid to the Company.
29. The Applicant(s) understands and agrees that it shall not have any right to transfer/assign the Agreement in favour of any other person. Notwithstanding this restriction, the Company may at its sole discretion permit such assignment/transfer of the Agreement in favour of a nominee on a case to case basis after receipt of 30% of the Sale Consideration, subject always to payment of the administrative and/or transfer charges in accordance with the Company's policy from time to time as well as the execution of appropriate collateral documentation by the Applicant(s) and the proposed assignee(s)/transferee(s) to the complete satisfaction of the Company in the format finalized by it. It is made clear to the Applicant(s) that under no circumstances permission for assignment/transfer of its rights under the Agreement shall be granted to the Applicant(s) either on any request made subsequent to the Notice of Possession for the said Apartment or after receipt of the complete Sale Consideration from the Applicant against the said Apartment. The Company shall be entitled to prescribe the procedure and documentation for the purpose of the transfer. Any transfer by the Applicant(s) without prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company. It is however made clear that the Applicant does not have any enforceable right to demand assignment/ transfer of his rights under the Agreement, the sole discretion of which rests with the Company and the Applicant(s) agrees and consents that the Company is not bound to permit the requested assignment/transfer, even though it may have done so in any other person's case previously or may do so subsequently.

Signature of the Applicant(s)

30. The first transfer / nomination shall be free of any administrative charges. However, for any subsequent transfer/nomination, the Company shall charge an administrative fee, as may be decided by the Company from time to time, and the transfer shall be effected in a manner and as per procedure and documentation that may be formulated by the Company. The Applicant(s) and the transferee(s) shall be required to submit such necessary documents in the formats as may be required by the Company for such transfers. It is further clarified that the transfer / nomination of Apartment where notice of possession has been issued shall be allowed only after execution of the Conveyance Deed.
31. The Applicant(s) shall resolve complaints, if any, with regard to construction or quality of workmanship of the Apartment during the notice period prior to assuming possession after which all such claims shall be deemed to have been settled or waived by the Applicant(s).
32. The Applicant(s) agrees and undertakes not to make any change in the elevation of the Builder/Tower and its colour scheme in any manner or modify the Apartment, make any structural change or raise any construction within the Apartment or otherwise encroach upon or occupy any common area or any other area outside the Apartment. The Applicant(s) shall not use the Apartment or permit the same to be occupied or used for any purpose other than residential as sanctioned by the DGTCP and shall not cause nuisance to other residents or use the Apartment for any unlawful, illegal or immoral purposes.
33. The Applicant(s) shall keep the Company informed about his latest mailing address, both postal and e-mail, and telephone numbers, failing which all demands/notices/communications shall be deemed to have been delivered and served upon the Applicant(s) at the address last recorded by the Company. The Applicant(s) shall remain liable for any default in payment and/or other consequences that might accrue due to any change in postal address. It is hereby clarified that in case of Joint Applicant(s), all notices and other communications shall be sent by the Company in the name and at the address of the person first-named as the Applicant in the Application Form or as otherwise communicated in writing to the Company and each such notice and communication shall for all purposes be considered to have been delivered and served upon all other Applicant(s). No separate notice/communication will be sent to any of the other Joint Applicant(s).
34. In case the Applicant(s) has opted for a Construction Linked Payment Plan, the Company shall send call/demand notices for only the construction linked installments. In all other cases or time linked installments it shall not be obligatory on the part of the Company to send call/demand notices/reminders for payments as may be due from the Applicant(s) as per the opted Payment Plan and it shall be the responsibility of the Applicant(s) to make timely payment.
35. Since time is the essence, the Company shall give Timely Payment Rebate (TPR) to the Buyers for making timely payments, as and when due. The eligibility criteria and mode of payment shall be as follows:

(A) Eligibility Criteria:

Signature of the Applicant(s)

The Buyers shall become eligible for TPR on making timely payment of all the installments due upto the stage specified in the Payment Plan opted by them, as follows:

- (i) Flexi Payment Plan-A (CLP):
Upon payment of 32.5% of BSP + EDC, IDC and PLC demanded upto the stage.
- (ii) Flexi Payment Plan-B (CLP):
Upon payment of 35% of BSP + EDC, IDC and PLC demanded upto the stage.
- (iii) Possession Linked Plan (PLP):
Upon payment of 35% of BSP + EDC, IDC and PLC demanded upto the stage.

(B) Mode of Redemption:

The TPR amount payable shall be redeemed as under:

- (i) Flexi Payment Plan-A (CLP):
50% amount will be redeemed by adjusting the same in the installment payable on casting of 15th Floor Slab.
- (ii) Flexi Payment Plan-B (CLP):
50% amount will be redeemed by adjusting the same in the installment payable on casting of 12th Floor Slab.
- (iii) Possession Linked Plan (PLP):
50% amount will be redeemed by adjusting the same in the installment payable on casting of 24th Floor Slab.

The Balance 50% TPR will be redeemed in all cases by adjusting the amount due in the final installment payable at the time of possession.

- 36. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment, or where the Company has given permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Apartment, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant(s) and such third party shall not have any right in the Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under the Agreement on time.
- 37. The Applicant(s) hereby agrees and confirms that the Company is in the process of developing the Project in accordance with the approved layout plan and buildings plans. However, if any alterations or modifications are required in such layout and building plans, whether by any statutory authority or as otherwise may be required in the best interest of development of the Project, the Applicant(s) shall not have any objection and undertakes to abide by any such change

Signature of the Applicant(s)

as may be approved by the DGTCP or any other competent statutory authorities. While every attempt shall be made by the Company to adhere to the location and to the Super Area of the Apartment, in the event there is any change in the Apartment's location, its Super Area or related PLC, then the resultant variation in applicable Total Consideration agreed herein, as the case may be, shall either be payable or refundable without any interest thereon and at the BSP mentioned herein.

38. In the event the variation in the Super Area of the Apartment is greater than 10% and such variation is not acceptable to the Applicant(s), every attempt shall be made to offer an alternate apartment of a similar size within the Project subject to availability. In the event that such an alternate apartment is available and the Applicant(s) accepts such alternate apartment, the applicable Total Consideration, including the applicable PLC, resulting due to such changed location/Apartment shall be payable or refundable, as the case may be, at the BSP mentioned herein. No other claim, monetary or otherwise, shall lie against the Company.
39. In the event the Applicant(s) does not accept such alternate apartment or if there is no other apartment of a similar size at another location within the Project, the Applicant(s) shall be refunded the amounts received against the Total Consideration within 3 (three) months of receipt of equivalent amount from the subsequent sale of the Apartment without deduction of Earnest Money. No other claim, monetary or otherwise or interest shall lie against the Company. Further, it is agreed that the Applicant(s) shall have no objection to nor shall there be any claim or lien on the Apartment for its subsequent sale regardless of the Applicant(s) accepting or declining the alternate apartment.
40. The Applicant(s) understands and acknowledges that on account of any change in the layout or building plans or for any other reason, the Group Housing Colony may not include the Apartment allotted to the Applicant(s). In such an event, the Applicant(s) shall be offered an alternate apartment within the Group Housing Colony. However, if there is no alternate apartment available or if available, is not acceptable to the Applicant(s), then, the amount of Total Consideration received against the Apartment shall be refunded within a period of 90 (ninety) days of such confirmation, along with simple interest thereon at the rate of 9% (nine percent) per annum applied from the date of receipt of each payment installment from the Applicant(s). There shall be no other claim whatsoever, monetary or otherwise against the Company and/or the Associate Company/ies nor any claim or demand shall otherwise be raised by the Applicant(s).
41. The allotment letter issued by the Company shall be binding upon the Applicant(s) and the Applicant(s) hereby agrees to execute all necessary documents, including the Agreement, as stated herein and upon execution, the terms and conditions as elucidated and encapsulated in such Agreement shall supersede the terms and conditions as set out in this Application or in any other communication in this regard prior to the date of the Agreement. If, however, the Applicant(s) fails to execute necessary documents, including the Agreement, within the time stipulated by the Company, then this Application and the Allotment shall be treated as cancelled and the Earnest Money forfeited. Consequently, the Applicant(s) shall be left with no right, interest or claim in the

Signature of the Applicant(s)

Apartment and no compensation, interest or any cost as a result of such cancellation shall be payable in this regard.

42. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Apartment subject to the Apartment being free of any encumbrance at the time of execution of the Conveyance Deed. The financial institution/bank shall always have the first lien/charge on the Apartment before execution of Conveyance Deed for all its dues and the Company shall also have a *pari passu* lien/charge on the Apartment for all sums payable by the Applicant(s) in respect of the Apartment.
43. The Applicant(s) may obtain finance/loan from any financial institution, bank or any other source, but the Applicant(s)' obligation to purchase the said Apartment pursuant to the Agreement shall not be contingent on the Applicant(s) ability or competency to obtain such finance. The Applicant(s) would remain bound under the Agreement whether or not he has been able to obtain finance for the purchase of the said Apartment. The Applicant(s) agrees and has fully understood that the Company shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Applicant(s) from any bank/financial institution. The Applicant(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Company in accordance with the Payment Plan opted by the Applicant(s) in terms of the Agreement on the grounds of non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Applicant(s) fails to make the due payment to the Company within the time agreed herein, then the Company shall have the right to terminate the Agreement in accordance herewith.
44. The Applicant(s) understands and agrees that under no circumstances shall the payments made under the Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Applicant(s). The Applicant(s) clearly understands that the ultimate conveyance of the said Apartment in favour of the Applicant(s) is contingent on the payment of the complete Sale Consideration, all outstanding dues and the due and faithful performance by the Applicant(s) of all his obligations agreed and undertaken herein.
45. The Applicant(s) shall indemnify and keep harmless the Company, its directors, officers, agents and representatives, against any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Applicant(s) as mentioned in this Application/ provisional Allotment. The Applicant(s) undertakes that neither he nor any one claiming through or under him shall ever defame or circulate any material detrimental to the reputation and goodwill of the company or its associates in any manner and any such act would constitute material breach of the terms and conditions of allotment entitling the Company to take such action as may be deemed fit by it including cancellation of booking/allotment of the apartment, etc.

Signature of the Applicant(s)

46. An Applicant(s) who is a non-resident/foreign national/ person of Indian origin agrees to abide by the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments of amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law. The Company accepts no direct or indirect responsibility or liability in this regard. The Applicant(s) agrees that in the event of any failure on his part to comply with the same, the Applicant(s) shall alone be liable for any action under FEMA or any other applicable law and shall keep the Company fully indemnified and harmless in this regard. The Applicant(s) may visit www.rbi.org.in to check the latest rules/notifications in this regard.
47. The Applicant(s) shall indemnify and undertakes to keep the Company, its assignees and nominees saved, indemnified and harmless from and against all consequences resulting from the breach by the Applicant(s) of any law or his representations, warranties and undertakings found to be untrue.
48. The Applicant(s) hereby agrees and undertakes to become a member of Residents Welfare Association (RWA) as and when it would be formed by the Company on behalf of all the property owners in the Project and to complete the documentation and fulfill his obligations towards this purpose as may be required, including but not limited to submission of the RWA Membership Form, payment of annual subscription charges/fees, etc.
49. The Applicant(s) in his individual capacity as well as the prospective member of the RWA or any other collection of the apartment owners in the Project, hereby confirms and agrees that, subject to section 22 of the Apartment Act, in the event of redevelopment of the project at any time in future on account of any force majeure catastrophe or for any other reason(s) whatsoever, the Company shall be offered the right of first refusal for carrying out such redevelopment of the Project. This Clause shall survive the conveyance of the said Apartment to the Applicant(s) and the said condition/obligation shall attach with the said Apartment within the meaning of Section 31 of the Transfer of Property Act, 1882 ("TP Act").
50. The Company shall also be entitled to and hereby reserves its right to cancel/terminate the Agreement in the manner described above, in case in the opinion of the Company, (a) the allotment of the said Apartment has been obtained through fraud, misrepresentation, misstatement and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or the MSA or by any statutory body or Competent Authority, including DTCP OR (c) if the Applicant(s) by his conduct or action, vitiates the spirit and essence of the Agreement. The condition contained in part (a) and (b) of this Clause shall survive the conveyance of the said Apartment and run with the said Apartment within the meaning of Section 31 of the Transfer of Property Act.
51. The Applicant(s) has confirmed having read and understood the Haryana Apartment Ownership Act, 1983, and other applicable Acts/Rules and implications thereof in relation to the Project and has further confirmed to comply, as and when applicable and from time to time, with the provisions contained therein and with any statutory amendments or modifications thereof and the provisions of any other law dealing with the subject matter of this Application/Apartment.

Signature of the Applicant(s)

52. The Applicant(s) understands that this application is purely on tentative basis and the Company may, at its sole discretion, decide not to allot an Apartment in the Project or notwithstanding the allotment, altogether decide to put in abeyance/abandon the Project without citing any reason. The receipt of the booking amount/ total sale consideration shall not oblige or make the Company obligated to allot an apartment. In case the Company abandons the Project for reasons other than Force Majeure conditions or due to any Governmental order or under any Law, the Applicant(s) shall be entitled for a refund of the entire amount paid to the Company along with simple interest @ Nine percent (9%) p.a. on such amounts.
53. The Applicant(s) agrees that in case the Company has to put in abeyance/abandon the Project or is unable to deliver the Apartment (a) due to any legislation, order, rule or regulation made or issued by the Government or any other authority; (b) if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever; (c) if any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent Court; (d) due to Force Majeure conditions; or (e) any other circumstance beyond the control of the Company, then the Company may cancel the allotment of the Apartment and refund the amounts received from the Applicant(s) without interest or compensation.
54. Compliance of the terms and conditions of this Application and the development of the Project by the Company shall at all times be subject to Force Majeure conditions as defined below:-

The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such acts shall mean any event which by itself or in combination with other events or circumstances could not (i) by exercise of reasonable diligence, or (ii) despite adoption of reasonable precautions, have been prevented or caused to have been prevented, and which impairs or otherwise adversely affects the Company's ability and capacity to perform its obligations and which events and circumstances shall include but not be limited to, a) acts of God, such as fire (including fire resulting from explosion), lightning, drought, flood, typhoon, hurricane, tornado, cyclone, tempest, storm, inundation, earthquake (including earthquake shock and fire), epidemics and other natural disasters; b) mischief, explosions, any terrorist activity (including fire resulting from explosion), aircraft impact damage; c) strikes or lock outs, industrial disputes; d) non-availability of cement, steel or other construction material due to strikes or lock outs at manufacturers, suppliers, transporters or other intermediaries or otherwise; e) war and hostilities of war (whether war be declared or not), riots or civil commotion; f) delay or imposition of any adverse condition or obligation in any approval from any Government Authority including but not limited to delay in issuance of Occupation and Completion Certificate; g) promulgation or amendment of any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Company/Associate Companies from complying with the terms and conditions as contained in this application; and h) any event or circumstance similar or analogous to the foregoing. In the event of a Force Majeure event, the

Signature of the Applicant(s)

Company shall be entitled to reasonable extension of time for performance of its obligations or to put in abeyance or otherwise entirely abandon the Project.

55. Subject to Force Majeure conditions and subject to the Applicant(s) having complied with all obligations under this Application, including but not limited to the timely payment of each and every installment of the Total Consideration, stamp duty and other dues and charges and also subject to the Applicant(s) having complied with all documentation as may be required by the Company, including but not limited to execution of the Maintenance Agreement, possession of the Apartment may be offered within a period of 42 (forty two) months from the date of commencement of construction which shall mean the date of laying of the first plain cement concrete/mudmat slab of the Tower in which the Apartment is located or execution of the Agreement, whichever is later (**Commitment Period**). In case the Company is unable to offer possession within such time due to any reason, the Applicant(s) agrees that the Company shall be entitled to an extension of 6 (six) months (**Grace Period**) after the expiry of the Commitment Period. The Applicant(s) further understand that the Company shall be entitled to an additional grace period of 6 (six) months, if so required in the best interest of both i.e. the Company and the Applicant(s) after the expiry of the grace period (the **Additional Grace Period**) for offering to hand over the possession of the Apartment to the Applicant(s). The decision of the Company in this behalf shall be final, conclusive and binding on the Applicant(s). If the Company is still unable to offer possession by the end of such Additional Grace Period, subject to compliance of conditions hereinabove mentioned, the Company shall be liable to pay compensation at the rate of Rs.10/- (Rupees Ten Only) per sq. ft. of the Super Area of the Apartment (**Delay Compensation**) for every month of delay thereafter until the date of notice of possession.
56. The Applicant(s) agrees to assume possession of the Apartment in accordance with the notice of possession sent by the Company and in case the Applicant(s) is unable to assume possession in terms of such notice within the stipulated time, the Applicant(s) shall be liable to pay charges @ Rs. 10.00 per sq. ft. per month of the Super Area of the Apartment (**Holding Charges**) which shall be a distinct charge and shall be in addition to the maintenance charges and not related to any other dues/charges/consideration as provided in this Application or any other agreement that may be executed in relation to the Apartment.
57. On behalf of all the apartment owners, the Company/ Maintenance Agency may insure the Project in which the Apartment is located against fire, explosion, lightning, earthquake, riots, strikes and civil commotion, floods, terrorism and other man-made and natural perils (**Property Insurance**). The proportionate premium cost thereof shall be payable by the Applicant(s) according to the ratio that the Super Area of the Apartment bears to the Super Area of all the apartments in the Project. However, such insurance shall not insure any personal belongings, fixtures, fittings and any valuables of the Applicant(s) contained in the Apartment which together with third party risk may separately be insured by the Applicant(s) at costs to be borne only by the Applicant(s). The premium of the Property Insurance shall be recovered from the Applicant(s) as a part of the total maintenance charges and the Applicant(s) hereby agrees to pay the same. The Applicant(s) shall not do or permit or cause to be done any act which may render void or voidable such insurance or

Signature of the Applicant(s)

cause any increase in the premium cost of the Property Insurance. Any act of omission or commission in this regard shall be the sole responsibility and liability of the Applicant(s).

58. The Company shall have the absolute right to make additional constructions on the Land anywhere within the Project, including construction of additional floors in the Tower in which the Apartment is located, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the Land or for any other reason to the extent permitted by the DGTCP or any other Governmental Authority and shall have the absolute and unfettered right to transfer such additional constructed areas in any manner as the Company may in its absolute and sole discretion deem necessary. The Applicant(s) understands that for facilitating such additional construction there may be a change in layout of the Project to which the Applicant(s) shall have no objection. The Company and each of the transferees of such additional constructions shall have the same rights as the Applicant(s) with respect to the Project including the right to be a member of any society of apartment owners as may be formed under the Haryana Apartment Ownership Act, 1983 and the right to unrestricted and unopposed use of the Common Areas and Facilities of the Project.
59. Notwithstanding anything contained in this Application, timely performance by the Applicant(s) of all obligations, including without limitation, the obligation to make timely payments of the Total Consideration, maintenance charges and other deposits and amounts, including any interest, penalty, taxes, duties, dues or charges, in accordance with this Application shall be the essence of this Application. If the Applicant(s) omits, ignores or otherwise fails in the timely performance of his obligations stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) by respective due dates, the Company may cancel the allotment under this Application, as follows:-
- a. In case any breach committed by the Applicant(s) is incapable of remedy or the breach is repeated or is continuing despite the Applicant(s) having been given an opportunity to remedy the same, then this Application may be treated as cancelled by the Company at its sole option by written notice of termination to the Applicant(s) intimating the decision of the Company to treat the Application as cancelled and cancel the allotment stating the grounds on which such action has been taken;
 - b. In all other cases not covered under this clause, the Company shall give to the Applicant(s) a notice to remedy the breach set out in such notice within the time given therein. In the event the Applicant(s) fails to remedy the notified breach or establish to the satisfaction of the Company that the breach has been remedied within the time specified in the said notice, the Company may treat the Application as cancelled and cancel the allotment.
 - c. For the removal of all doubts, it is hereby clarified that the dispatch of the notice of termination by the Company shall be deemed to have been served upon the Applicant(s) and shall by itself constitute cancellation of allotment and termination of the Agreement and no further act on the part of the Company shall be necessary for this purpose.

Signature of the Applicant(s)

- d. The Applicant(s) understands, agrees and consents that upon such cancellation, the Company shall be under no obligation, save and except to refund the amounts already paid by the Applicant(s) to the Company, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to the Company including any interest accrued on delayed installments and late payment charges applicable till the date of such cancellation, brokerage/commission/margin paid to any Channel Partner etc. The Company shall thereafter be free to deal with the Apartment in any manner whatsoever it deems fit at its sole and absolute discretion/re-allot/resell the Apartment to any other person/entity without entertaining any objection/claim from the Applicant(s).
 - e. In case the Applicant(s) has assumed possession of the Apartment prior to cancellation, the Company shall be entitled to re-enter and re-assume possession of the Apartment and in such event, the Applicant(s) and/or any other person/occupant of the Apartment shall immediately vacate the Apartment and otherwise shall be liable to be ejected as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company under law against the Applicant(s).
60. The Applicant(s) agrees that the Company shall have the right to transfer/assign the Project or the development rights of the Land, as the case may be, in whole or in part, to any entity by way of sale/merger/amalgamation or any other arrangement as may be decided by the Company without any intimation, written or otherwise, to the Applicant(s) and the Applicant(s) hereby agrees to such rights of the Company and confirms not to have any objection in this regard at any time in the future.
61. An application not containing the PAN Number of the Applicant(s) and other required details is liable to be summarily rejected. The Application should be signed by the Applicant(s), or by the Applicant(s)'s registered Power of Attorney holder. Similarly, in the case of a Company applying for an Apartment, the application should be signed by its duly authorized representative(s) and must be accompanied by a corresponding Board Resolution/Authorization.
62. Allotment of an Apartment is entirely at the discretion of the Company which retains its right to reject an application without assigning any reason. The applicant shall ensure that funds given/to be given to the Company shall not be tainted or illegal in any manner, failing which the company shall be at full liberty to cancel the booking. Further, the Company reserves the right to cancel the allotment of an Apartment in case such allotment is obtained through misrepresentation and suppression of material facts by the Applicant(s) and the Company's decision in this regard shall be final and binding upon the Applicant(s).
63. Any dispute arising out of or touching upon or in relation to the terms of this Application and/or the Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Applicant(s) and/or the Company shall be settled amicably by mutual discussion, failing which, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the

Signature of the Applicant(s)

time being in force by a sole arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the parties. The Applicant hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant hereby accepts and agrees that this shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The Arbitration shall be held at the Company's office or at a location designated by the sole arbitrator in Gurgaon. The arbitration shall be held in English language. The Company and the Applicant(s) will share the fees of the Arbitrator in equal proportion.

64. That the rights and obligations of the Parties under or arising out of the Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above arbitration clause, the District Courts at Gurgaon, Haryana and/or Punjab and Haryana High Court, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Application, allotment etc. and the arbitration proceedings there under, regardless of the place of execution or subject matter of the Agreement.

Declaration

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are indicative in nature and have been given with a view to broadly acquaint me/us with the terms and conditions as shall be comprehensively elucidated and delineated in the Agreement which shall supersede the terms and conditions as stipulated herein or in any other communication exchanged before the date of the Agreement. I/we am/are fully conscious that it is not obligatory on the part of the Company to send any reminder/notice in respect of my/our obligations as set out in this Application and as may be mentioned in the Agreement and I/we shall be fully liable for any consequences in respect of any default in not abiding by the terms and conditions contained herein or as may be contained in the Agreement. The Company has readily provided all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions; I/we have now signed this Application Form and paid the booking amount fully aware and conscious of my/our duties, liabilities and obligations. I/we further undertake and assure the Company that in the event of rejection of the application and/or cancellation of my provisional booking or allotment, I/we shall have no right, title, interest or lien on the Apartment, if any.

Place: _____

Signature of the Applicant(s)

Date: _____

Note:

The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two; Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted and reference to the words "include" or "including" shall be construed without limitation.

Signature of the Applicant(s)

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application Form.

Resident of India

- Copy of PAN Card
- Photograph
- Current Address Proof
- Permanent Residential Address
- Identity Proof (Copy of Passport, Voter ID Card, Driving License, Aadhar Card)
- Proof of Citizenship
- Any other document/certificate as may be required by the Company.

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Office Address Proof
- In case one of the Partners signs the Application on behalf of the other Partner(s) a letter of authority from all the other Partner(s) authorizing such partner to act on behalf of the Firm, shall be required.

Private Limited Company

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

NRI/ PIO

- Copy of Individual's Passport/ PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant(s).
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant(s) and not from the account of any third party.

Signature of the Applicant(s)