

(Application for allotment of a INXT Floor on a plot of land measuring 301/335/418 sq.meters (360/400/500 sq. yards) in 'Vatika India Next' being promoted by Vatika Limited in sectors 82, 82-A, 83, 84 & 85, Gurgaon Manesar Urban Complex, Gurgaon, Haryana)

Vatika Limited.

7th Floor, Vatika Triangle
Sushant Lok- 1, Block - A
Mehrauli - Gurgaon Road
Gurgaon - 122002
Haryana, India

Dear Sir/s,

I/We understand that you are promoting a residential colony known as 'Vatika India Next' in sectors 82, 82-A, 83, 84 & 85 of Gurgaon Manesar Urban Complex, Gurgaon, Haryana in collaboration with your associate companies and individuals (hereinafter referred to as the said 'Colony').

I/We also understand that you have plans to construct independent floors called INXT Floors in sector 82 of the said Colony on plots of land measuring 301/335/418 sq. meters (360/400/500 sq. yards) respectively.

I/We request you to book one (1) number INXT Floor on a plot of land measuring 301/335/418 sq. meters (360/400/500 sq. yards) having proposed super area of _____ sq ft consisting of _____ in the said Colony alongwith right to use one dedicated car parking slot (hereinafter referred to as the said 'Residential Unit') under your Construction Linked Payment Plan/Down Payment Plan/Home Loan Scheme (*Strike off whichever is not applicable*).

I / We have read and understood the terms and conditions of this application, stated hereinafter and am/ are agreeable to the same.

I / We enclose herewith a sum of Rs. _____ (Rupees _____) by Cheque / Bank Draft No. _____ dated _____ drawn on _____ bank in your favour payable at Delhi / Gurgaon as booking amount and earnest money.

I / We agree that if you allot the said residential unit, then I/ We agree to pay the Total Price as stated hereinafter and all other amounts, charges and dues as per the payment plan opted by me/ us and/ or as and when demanded by you and to sign and execute the Buyer Agreement and the Maintenance Agreement (drafts of which have been seen, read and approved by me / us) as and when desired by you (hereinafter 'the Developer').

I/ We have clearly understood that by submitting this Application, I/ We have not become entitled to final allotment of the said residential unit in the said Colony notwithstanding the fact that you may have issued receipt(s) in acknowledgement of the money tendered with/ in pursuance to this application. I/We further understand that it is only after issuance of the allotment letter, the allotment will be deemed as confirmed and after I/ We have signed and executed the Buyer Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the said Residential Unit shall become final. If I/ We fail to execute and return the agreement within the stipulated period, then, you will have the discretion to treat this Application and the Allotment, if any, as cancelled and upon such cancellation the earnest money alongwith non-refundable amounts paid by me/ us shall stand forfeited. I/ We further understand that if for any reasons, you are not in a position to finally allot the said Residential Unit within a period of one year from the date of this application, then, you will refund the amounts deposited by me/ us with simple interest @ 8% per annum calculated for the period such amounts have been lying with you for which I/ We will give notice to you after the expiry of one year. You will refund such amounts within 30 days of receipt of such notice from me/ us and you will have no other liability towards me/ us.

I / We hereby acknowledge that you have provided to me/us all the information and clarifications as required by me / us and I /We am/are satisfied with the same and I/We have relied on my / our own judgment and investigation with respect to the location, designs, specifications, price, infrastructure etc. of the project and I/ we are not influenced by the architects' plans, advertisements, representations of the brokers etc.

I/ We further understand that this Application will be deemed as valid and proper only on your realization of the amount tendered with this application.

I / we further agree to abide by the terms and conditions of this application including those pertaining to payment of Total Price and other charges, rates, taxes, cesses, levies etc. and forfeiture of earnest money and non-refundable amounts as laid down herein and/ or in the Agreement.

1. **The particulars of the Applicant(s)**

i) **Applicant (Sole/First)**

Recent (Color)
Passport size
Photograph of the
1st Applicant

Mr./Ms./Mrs. :

S/o/D/o/W/o Mr./Mrs.

Date of Birth :

Profession :

Nationality :

PAN No. :

(Copy Enclosed)

Residential Address:

Pin Code :

Correspondence Address:

Pin Code :

Telephone No. a) Office :

b) Residence:

c) Mobile:

d) Email ID : @

ii) **Applicant (Second)**

Recent (Color)
Passport size
Photograph of the
2nd Applicant

Mr./Ms./Mrs. :

S/o/D/o/W/o Mr./Mrs.

Date of Birth :

Profession :

Nationality :

PAN No. :

(Copy Enclosed)

Residential Address:

Pin Code :

Correspondence Address:

Pin Code :

Telephone No. a) Office : b) Residence:

c) Mobile:

d) Email ID : @

OR

M/s _____ a partnership firm constituted under The Indian Partnership Act, 1932 (A copy of the Partnership Deed enclosed) having its place of business at _____ through its partner Shri / Smt _____ authorized by resolution dated _____ (copy enclosed) PAN No: _____ (Copy enclosed)

OR

M/s _____ a Company registered under 'The Companies Act, 1956, having its registered office at _____ and corporate office at _____ through its duly authorized signatory Shri / Smt _____ authorized by a resolution passed by the Board of Directors (A copy of the Memorandum & Articles of Association as well as registration certificate of the company enclosed)

2. **DETAILS OF FLOOR APPLIED FOR** : Ground/ First/ Second

3. **PREFERENTIAL LOCATION DESIRED (IF ANY)**: Facing Sector Road/ Facing Park/ Corner

4. **TOTAL UNIT PRICE:**

Basic Sale Price @ Rs. per sq ft Total : Rs.

PLC : (As applicable) Rs. PLC Type : _____

IFMSD* : Rs.

Total Sale Price : Rs.

(Excluding Stamp Duty, Registration Charges & any increase in EDC/ IDC)

*Interest Free Maintenance Security Deposit @ Rs.50/- per sq. ft super area

5. PAYMENT PLAN OPTED FOR

TIME LINKED PAYMENT PLAN	
At the time of Booking	05% of (B.S.P.) + 25% P.L.C
Within 90 days of booking	7.5% of (B.S.P.) + 25% P.L.C
Within 8 months of booking	7.5% of (B.S.P)
On 12th month of booking	20% of (B.S.P.) + 50% P.L.C
On offer of Possession	60% of (B.S.P) + IFMSD+ increase in EDC/ IDC/idc etc.+Escalation in construction cost + Electrification charges for cabling and construction of Sub Station+Stamp Duty & Registration Charges+Club Membership+Others.

Rs. _____

5. **DECLARATION**

I/ We do hereby declare that this application is irrevocable and that the above particulars / information given by me/us are true and correct and nothing material has been concealed therefrom.

Date :

Yours Faithfully,

Place :

Signature of the 1st Applicant

Signature of the 2nd Applicant

Check List

- 1. Booking amount cheques / DD.
- 2. Customer's signature on all pages of the application form and payment plan.
- 3. Copy of PAN card / Form 60 / Undertaking.
- 4. Address proof.
- 5. One passport size colour photograph of each applicant.
- 6. For Companies : Certified copy of Memorandum & Article of Association, Certified copy of Board Resolution authorizing the signatory to purchase.
- 7. For Partnership Firm : Partnership Deed and authorization by all partners in favour of the applicant to purchase
- 8. For NRI : Passport copy & payment is to be through NRE / NRO A/c.
- 9. Email ID and Mobile number of the applicant(s).

FOR OFFICE USE

Booking done by :

Direct Through Agent

Broker's Name, Address :

Code No.:

Name of the official who has booked the Residential Unit :

No./Details of Residential Unit Allotted :

Dated : DD MM YYYY

Basis of Price Calculation : _____

For Vatika Limited

Authorized signatory

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF A INXT FLOOR ON PLOT MEASURING 301/335/418 SQ METERS (360/400/500 SQ. YARDS) IN VATIKA INDIA NEXT BEING DEVELOPED BY VATIKA LIMITED AT SECTORS 82, 82-A, 83, 84 AND 85 OF GURGAON MANESAR URBAN COMPLEX, GURGAON, HARYANA

(The terms and conditions given below are merely indicative and are more comprehensively set out in the Buyer Agreement which upon execution shall supersede the same. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender)

1. Definitions:

'Agreement' means the Buyer's Agreement to be executed by the Applicant and the Developer

'Applicant' means person(s), applying for booking of the Said Residential Unit, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

'Application' means whole of this Application including all annexures, schedules, terms and conditions for allotment of the said Residential Unit in the Said Colony.

'Developer' means Vatika Limited, having its corporate office at 7th Floor, Vatika Triangle, Sushant Lok Phase-I, Gurgaon and includes its affiliates, associate(s) and collaborators.

'Earnest Money' Means 10 % of the Total Price of the Said Residential Unit payable by the Applicant.

'EDC' mean the charges for external development levied/ leviable on the Said Colony (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.

'Foot Print' means the precise land underneath the Said Building in which the said Residential Unit will be located.

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

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes, lock outs or industrial disputes;
- (d) non-availability of cement, steel or other construction material due to strikes at facilities of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the

grant of necessary approvals for the Said Colony/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever;

(h) any event or circumstances analogous to the foregoing.

'IFMSD' means Interest Free Maintenance Security Deposit to be paid by the applicant for provision of maintenance services like security, upkeep of roads & street lights as per the payment plan to the Developer or to the Maintenance Company/ Agency, which is computed at Rs.50/- per sq. ft of the super area of the Said Residential Unit.

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

'Maintenance Company/ Agency' means the person(s) who shall provide maintenance services like security, maintenance of roads & street lights etc. within the Said Colony which can be a Company or Association of Residential Unit Owners or such other agency/body/ company to whom the Developer may handover the maintenance of the Said Colony.

'Non-Refundable Amounts' means interest paid or due on delayed payments, deduction of brokerage paid by the Developer, if any, etc.

'INXT Floor' means an independent residential floor in a three storeyed residential building to be constructed by the Developer on a 301/335/418 sq meter (360/400/500 sq yards) plot having proposed super area of ____/____/____ sq ft consisting of ____/____/____ bed rooms (as applicable) in Sector 82 of the said residential colony.

'Parking Space' means car parking space that may be allotted to the Applicant, details of which are mentioned above in the Application.

'PLC' means charges for the preferential location of the Said Residential Unit (facing Sector Road or Park or Corner Units or any combination of the two) which shall be payable as follows :-

- (i) For Units facing Sector Road :
360 sq yards Floor – Rs. _____/-
400 sq yards Floor – Rs. _____/-
500 sq yards Floor – Rs. _____/-
- (ii) For units facing Park or Corner Units :
360 sq yards Floor – Rs. _____/-
400 sq yards Floor – Rs. _____/-
500 sq yards Floor – Rs. _____/-
- (iii) Any two preferential locations (excluding sector road facing) :
360 sq yards Floor – Rs. _____/-
400 sq yards Floor – Rs. _____/-
500 sq yards Floor – Rs. _____/-
- (iv) Any two preferential locations (including sector road facing) :
360 sq yards Floor – Rs. _____/-
400 sq yards Floor – Rs. _____/-
500 sq yards Floor – Rs. _____/-

'Said Residential Unit' shall mean the specific residential floor applied for by the applicant in the Said Building, details of which has been set out in the application and includes any

alternative floor, if allotted to the Applicant in lieu of the one applied for alongwith its dedicated car parking space

'Said Building' means the building in the Said Colony, as mentioned in this Application in which the Said Residential Unit may be located.

'Said Colony' means the residential colony being promoted by the Developer under the name and style of 'Vatika India Next' with plots, floors, group housing units etc. in sectors 82, 82-A, 83,84 & 85, Gurgaon Manesar Urban Complex, Gurgan, Haryana

'Super Area' in respect of the said Residential Unit shall be the sum of covered area of the said Residential Unit and its pro-rata share of common areas in the entire building block containing the said unit. The covered area of the said Residential Unit shall mean the entire area enclosed by its walls including area under walls, cupboards and balconies etc (Allottee shall use the balconies, if any, as open space only and shall not cover the same). Common Area shall mean all such parts/ areas in the entire said Building Block which the Allottee shall use by sharing with other occupants of the said Building Block including entrance lobby at ground floor, common corridors, passages and staircases. However, common area shall not include the rear yard on ground floor, the exclusive right to use of which shall vest with the allottee of ground floor and similarly the terrace, the exclusive right to use of which shall vest with the allottee of first floor and second floor only. However, the usage of facilities like the water tank etc. on the terrace shall be used harmoniously by all occupants of the said building block.

'Taxes' shall mean any and all taxes payable by the Developer by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development/ construction of the Said Colony/ Said Residential Unit.

'Total Price' means the amount amongst others, payable for the Said Residential Unit which includes Basic Sale Price, PLC (if the Said Residential Unit is preferentially located), calculated on per sq. feet/per sq. mtr. basis of the super area of the said Residential Unit and cost of its dedicated car parking space but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the company in accordance with the terms of this application/ agreement, including but not limited to-

- i) IDC, Increase in IDC increase in EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called in respect of the said Colony/ said Building/ said Residential Unit
- ii) Interest Free Maintenance Security Deposit (IFMSD).
- iii) Maintenance charges, property tax, municipal tax, service tax on the Said Residential Unit
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.
- v) Taxes, including service tax, surcharge etc.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Any other charges that may be payable by the applicant as per the other terms of the Application and such other charges as may be demanded by the Developer,

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

2. The Applicant has applied for booking/ allotment of the Said Residential Unit and is fully aware of all the limitations and obligations of the Developer M/s Vatika Limited in relation to and in connection with the development/ construction of the Said Residential Unit/ Said Building/ Said Colony and has also satisfied himself about the arrangements/title/interest/ rights of the Developer in the land on which the Said Residential Unit/ Said Colony is proposed to be developed/ constructed and has understood all limitations or obligations of the Developer in respect thereof. The applicant confirms that no further investigation in this regard is required by the applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.
3. The Applicant shall pay the total Price of the Said Residential Unit in accordance with the payment plan opted for by the applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this application and/or in the Agreement in accordance with the demand raised by the Developer from time to time. The applicant agrees and understands that the Total Price of the Said Residential Unit and other charges are calculated on the basis of the super area of the Said Residential Unit which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definition of super area shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.
4. Subject to the terms and conditions of this Application/ Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/Agreement, the Applicant shall have the i) Ownership of the floor area of the Said Residential Unit; ii) undivided interest and the right to use common areas and facilities in the Building in which the said Floor will be located (hereinafter referred to as the said Building) along with other floor owners; iii) right to exclusive use of the dedicated car parking space; and iv) undivided proportionate interest in the Foot Print of the Said Building calculated in the ratio of super area of the Said Residential Unit to the total super area of all the floors in the Said Building (Although the Applicant shall not be making any payment towards the land/Foot Print).
5. The Applicant agrees that the Applicant shall not have any right in any commercial premises, buildings, shops, community centers, club and school, if any, constructed in the Said Colony. The Developer shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, school etc., or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Developer may deem fit in its sole discretion.
6. The applicant agrees that if due to any change in the lay-out plan/building plan of the Said Colony/Said Building/Said Residential Unit:-
 - a) The Said Residential Unit ceases to be preferentially located then only the amount of PLC, paid by the applicant shall be refunded without any interest and such refund shall be made/ adjusted in the last installment as stated in the payment plan opted for by the Applicant.
 - b) The said Residential Unit becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Apartment to the Developer as applicable and as demanded by the Company.

The Applicant understands that in case of change in the location of the Said Residential Unit due to change in the layout plan/building plan of the Said Colony/Said Building/Said Residential Unit or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.

7. The payment of all statutory dues including External Development Charges (EDC) and Infrastructure Development Charges (IDC) have been factored in the total Price of the said Residential Unit. Any enhancement in the same or any other such statutory dues by whatever name called, even with retrospective effect, shall be payable by the Applicant in proportion to the super area of the said Residential Unit to the total area of all such units subjected to such EDC/ IDC. The pro rata demand made by the Developer to the Applicant with regard to such dues shall be final and binding on the Applicant. If the same is not paid within the stipulated time, such default shall be treated as non payment of the charges as per the Application/Agreement and the Developer shall be entitled to cancel the Allotment/ Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If such statutory dues are levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Residential Unit and the Developer shall have the first charge and lien over the said Residential Unit.
8. The basic sale price of the Said Residential Unit mentioned in this application is inclusive of the cost of providing basic electric wiring, switches, sanitary fittings etc. as mentioned in the Specifications. However, the same does not include the cost of electric & water meters/ connections which shall be got installed by the applicant at his own cost. Similarly, the specifications mentioned are indicative and subject to change. The applicant further agrees and understands that the Developer shall have the option to choose specific brands and the applicant shall not have the right to raise any dispute or claim with regard to the same. The Developer is also not giving any warranty or guarantee with regard to the fittings that may be installed in the Said Residential Unit and the same shall be as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier and the guarantees/ warranties issued by the suppliers/ manufacturers will be passed on the Applicant at the time of possession. Thereafter, the Developer shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the fittings and shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in their functioning.
9. The Applicant understands that the parking space that may be allotted to the Applicant shall be an integral part of the Said Residential Unit which cannot be sold/dealt with independent of the same.
10. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this application/agreement.
11. The applicant has seen and accepted the plans and has applied for the allotment of the Said Residential Unit with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Said Residential Unit and/ or the Said Building, Floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Developer and may also change due to changes/modification required by the competent authority. The Applicant hereby agrees that the Developer is fully entitled to increase/change the number of the Said Residential Unit or the location thereof and the applicant shall not object to the same.

However, in case of any major alteration/ modification resulting in more than 10% change in the super area of the Said Residential Unit or any material change in the specifications, any time prior to and/ or upon the grant of occupation certificate by the Developer's architect or by the competent authority, the Applicant will be informed in writing by the Developer of such change and the difference in price of the Said Residential Unit to be paid by him or refunded to him by the Developer as the case may be. The Applicant agrees to inform the Developer in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in wiring, within the permitted time and the Developer decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Developer's only liability will be to refund the entire money received from the applicant along with interest @ 8% per annum only and the

applicant agrees that the Applicant shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Developer shall be free to deal with/ dispose off the Said Residential Unit in a manner in which it may deem fit.

The applicant agrees that any increase or reduction in the super area of the Said Residential Unit shall be payable or refundable (without any interest) at the rate on which such area was sold/ charged.

12. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property tax, wealth tax, service tax, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Colony/ Said Building/ Said Residential Unit or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the applicant till the Said Residential Unit is assessed separately.
13. The applicant agrees that the Developer shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Developer Force Majeure continues for a considerable time, then the Developer may in its sole discretion put the construction of the project in abeyance and terminate/ alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/agreement.

The applicant agrees and acknowledges that the Developer, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Developer shall be limited only to refund the amount received from the applicant, along with 8% interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

14. Subject to other terms of this Application and the Agreement including but not limited to clause 13 above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Developer shall endeavor to complete the construction of the Said Residential Unit within thirty six (36) months from the date of booking by the applicant and thereafter the Developer shall offer the possession of the Said Residential Unit to the applicant. Any delay by the applicant in taking the possession would attract charges @ Rs.5/- per sq. ft. per month of the super area of the Said Residential Unit for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay(except for Force Majeure conditions) by the Developer in completion of the construction of the Said Residential Unit, the Developer will pay compensation @ Rs.5/- per sq. ft. per month of the super area of the Said Residential Unit to the applicant which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/ claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application/ Agreement. The adjustment of such compensation shall be done at the time of execution of the conveyance deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the said unit has been constructed and after full price thereof and all other sums/ charges have been paid by the Applicant. The cost of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant.
15. The Applicant agrees and understands that in order to provide necessary maintenance services in the said residential colony, the same may be handed over to a maintenance Company/ Agency to be appointed by the Developer. The Applicant agrees to enter into a maintenance agreement with the said Maintenance Company/ Agency for provision of services like security, maintenance, cleaning & lighting of internal roads within the said Colony etc. and undertakes to pay the maintenance bills/ charges thereof. The Developer reserves the right to change, modify, amend and impose additional conditions in the

maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of grant of occupation certificate/ expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The applicant shall pay an IFMSD (Interest Free Maintenance Security Deposit) at the time of offer of possession or as and when demanded by the Developer for securing the maintenance charges payable by the applicant and also include any further increase in such charges.

16. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ conveyance deed of the Said Residential Unit, as and when demanded by the Developer, within the stipulated period as mentioned in the demand letter of the Developer. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter, the Developer shall have the right to cancel the allotment of the Said Residential Unit and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale / re-allotment to any other party, provided that the Applicant is not in breach of any terms of this application / Agreement.
17. The applicant agrees that the Developer shall be entitled to forfeit the Earnest Money along with the Non Refundable amount incase of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the applicant to sign and return to the Developer the Agreement within the stipulated period. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Residential Unit. The company shall thereafter be free to resell and/or deal with the Said Residential Unit in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Developer only after realizing such amounts from resale of the Said Residential Unit but without any interest or compensation of whatsoever nature. The Developer shall at all times have the first lien and charge on the Said Residential Unit for all its dues payable by the Applicant to the Developer. If the amount deposited/ paid by the applicant is less than the Earnest Money and Non-Refundable amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Developer.
18. Without prejudice to the Developer's aforesaid rights, the Developer may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Developer interest which shall be charged for the first ninety (90) days from the due date @ Rs. 15% per annum and for all periods exceeding first 90(ninety)days after the due date @ 18% per annum. Dishonour of any cheque issued by the Applicant towards payment of any sum under the Application/ Agreement shall be viewed very seriously by the Developer. Apart from other consequences of such dishonour, the Developer shall charge Rs.2,000/- as penalty each time a cheque is dishonoured.
19. The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the applicant to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Developer may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant that as understood by the Developer at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the Said Residential Unit. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/ transfer/ assignment of the Said Residential Unit by any authority, the Developer will have to comply with the same and the Applicant has specifically noted the same.
20. The Applicant hereby authorizes and permits the Developer to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of the said Residential Unit subject to the said Residential Unit being free of any encumbrance at

the time of execution of Conveyance Deed. The Developer/ financial Institution/ Bank shall always have the first lien/ charge on the said Residential Unit for all dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the said Residential Unit. In case of the Applicant who have opted for long term payment plan arrangement with any Financial Institution/ Bank, the conveyance of the said Residential Unit in favour of the applicant shall be executed only upon the Developer receiving No Objection Certificate from such Financial Institution/ Bank

21. The Applicant agrees that in case the Applicant is an NRI or non-resident/ foreign national of Indian origin/ foreign national/ foreign company then all remittances, acquisition/ transfer of the Said Residential Unit, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non- resident/ foreign national of Indian origin/ foreign nationals/ foreign companies to abide by the same. The Developer accepts no responsibility in this regard.
22. The Applicant agrees to inform the Developer in writing of any change in the mailing address mentioned in this Application, failing which all letters by the Developer shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.
23. The Applicant hereby covenants with the Developer to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non observance or non performance of the said covenants and conditions by the Applicant.
24. The Developer is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on it own.
25. The Applicant understands that the final allotment of the Said Residential Unit is entirely at the discretion of the Developer.
26. The Applicant declares and affirms that in case of joint applicants failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well severally. Any notice/ communication to the first applicant shall be deemed as notice to both/ all the applicants.
27. The Applicant understands that this Application for allotment of Residential Unit is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the Residential Units in the Said colony / Said Building to anybody or altogether decide to put at abeyance the project itself, for which the applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Developer with this application from the Applicant.
28. The Applicant agrees that the Developer shall have the right to transfer ownership of the Said colony in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal/ or any other arrangement as may be decided by the Developer without affecting the rights of the applicant and without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.

29. This application has been made at Gurgaon and the earnest money has also been paid at the office of the Developer at Gurgaon. Hence Gurgaon courts alone shall have the jurisdiction in all matters arising out of or touching and / or concerning this transaction.
30. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date :

Place : Gurgaon

Signature of the First Applicant

Signature of the Second Applicant