

INDEPENDENT FLOORS

(Application for allotment of an Independent Floor on a plot of land measuring _____ sq. meters (_____ -sq. yards) in Sector ___ of Gurgaon Manesar Urban Complex, Gurgaon, Haryana in plotted colony called 'Vatika India Next' being promoted by the Developer in sectors 81, 82, 82-A, 83 & 85, of the said Complex)



Vatika Limited.

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

Dear Sirs,

I/We understand that you are promoting a residential colony known as 'Vatika India Next' in sectors 81, 82, 82-A, 83 & 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 _____ Floors in sector ___ of the said Colony on plots of land measuring _____ sq. meters (_____ sq. yards) respectively.

I/We request you to book one (1) number _____ Floor on a plot of land measuring _____ sq. meters (_____ sq. yards) in the said Sector of the said Colony (hereinafter referred to as the said 'Residential Floor') under your Construction Linked Payment Plan/Down Payment Plan (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 in your favour payable at Delhi / Gurgaon as booking amount and earnest money.

I/We agree that if you allot the said residential floor, 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 floor 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 Floor 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 Floor 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, escalation in construction cost etc. and forfeiture of earnest money and non-refundable amounts as laid down herein and/ or in the Agreement.

INDEPENDENT FLOORS



1. The particulars of the Applicant(s)

OR

i) Applicant (Sole/First)

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 :

Affix your recent Passport Size Photograph
1st Applicant

M/s _____ a partnership firm constituted under The Indian Partnership Act, 1932 (Copy of the Partnership Deed enclosed) having its place of business at _____

through its partner Shri / Smt _____ authorized by letter of authority 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 Board Resolution, Memorandum & Articles of Association as well as Certificate of Incorporation of the company enclosed)

2. APARTMENT APPLIED FOR : BHKsq ft super area

3. PREFERENTIAL LOCATION DESIRED (IF ANY):

4. TOTAL UNIT PRICE:

Basic Sale Price: Rs. _____

PLC: As applicable: Rs. _____

IFMSD: Rs. _____

Total Sale Price*: Rs. _____

*(Excluding stamp duty, registration charges, increase in EDC/ IDC/ idc, etc., escalation in construction cost, electrification charges for cabling and construction of Sub Station, any other charges imposed by statutory authority even with retrospective effect)

i) Applicant (Second)

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 :

Affix your recent Passport Size Photograph
2nd Applicant

FIRST APPLICANT SIGNATURE

SECOND APPLICANT SIGNATURE

INDEPENDENT FLOORS



5. PAYMENT PLAN OPTED FOR

OTHER CHARGES

Electric Meter Charges: Rs _____/*

Gas Pipeline Charges: Rs _____/*

STP: Rs. ____/Sqft*

* Charges are indicative, subject to be changed at the time of Possession

Service Tax shall be applicable as per rates notified by the government. Service tax shall be subject to change and Payable along with respective installment and is mandatory.

6. 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:

Place:

Yours Faithfully,

Signature of the 1st Applicant

Signature of the 2nd Applicant

CheckList Tick(✓) here

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 Board Resolution, Memorandum & Article of Association and Certificate of Incorporation.
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 [Tick(✓)as applicable

Broker's Name & Address :

..... Code No.:

Name of the official who has booked the Apartment :

No./Details of Apartment Allotted :

New Client Existing Client Existing Property Details

Dated:

For Vatika Limited

Authorized signatory

FIRST APPLICANT SIGNATURE

SECOND APPLICANT SIGNATURE

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF INDEPENDENT FLOORS IN SECTOR () 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 Floor, 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 Floor in the said Sector 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 Floor 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.

"Escalation in Construction Costs" shall mean escalation in the construction cost resulting from increase in the cost of construction inputs like steel, cement, fuel and other building materials and labour shall be borne by the Allottee. 60% of sale price shall be treated as construction cost for the purpose of computation of escalation which shall be payable by the Allottee at the time of offer of possession of the said Apartment. Escalation shall commence from the date of issuance of letter of allotment by the Developer and closing date thereof shall be the date of offer of possession by the Developer to the Allottee. The respective RBI indices for steel, cement and POL (petrol, oil & lubricants) shall be considered for the purpose. For other materials, the Wholesale Price Index(WPI) of All commodities shall be applied. For labour, Consumer Price Index for industrial workers of Delhi published by RBI shall be applied. Components of steel, cement, other construction materials, POL and labour in the construction cost shall be 15%, 10%, 40%, 5% and 30% respectively. Escalation shall be computed on monthly basis on prorata construction cost and shall be recovered by the Developer from the Allottee at the time of offer of possession of the Apartment. It is further agreed by the Allottee that if at any point during the period of construction, RBI stops publishing the WPI due to any reason(s), the Base WPI as well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

"Foot Print" means the precise land underneath the House in which the said Residential Floor 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 or lock outs, industrial disputes;
- (d) non-availability of cement, steel or other construction material due to strikes 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 House 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 the 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 @ Rs._____ per sq. yd. (Rs._____ per sq. meter) of the area of the said Plot.

"IDC" shall mean the 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. includes additional levies, fees, cesses, charges and any further increase in any such charges;

"idc" shall mean Internal Development Charges

"IAC" shall mean Infrastructure Augmentation charges.

"Maintenance Company/ Agency" means the person(s) who shall provide maintenance services like security, maintenance of roads & street lights etc. within the said Sector/ said Colony which can be a Company or association of owners of plots/ houses/ units/ floors or such other agency/body/ company to whom the Developer may handover the maintenance of the said Sector/ said Colony.

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

"Parking Space" means car parking space, if any, that may be allotted to the Applicant.

"PLC" means charges for the preferential location of the said Residential Floor payable/ as applicable to be calculated on the per sq. yd./ per sq. mtr. basis of area of the said Plot and by dividing the number of floors to be constructed on the said Plot to be calculated in the Following Manner:

PLC for Sector Road facing Plots: Rs. _____

PLC for Park facing Plots: Rs. _____

PLC for Corner Plots: Rs. _____

Any two PLCs (excluding Sector Road facing plots): Rs. _____

Any two PLCs (including Sector Road facing plots): Rs. _____

"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 81, 82, 82-A, 83 & 85, Gurgaon Manesar Urban Complex, Gurgaon, Haryana

"said House" means the building/ house to be constructed on the said Plot in the said Sector in the said Colony, as mentioned in this Application in which the said Residential Floor would be located.

“said Plot” means the plot measuring appx. _____ sq. yard (_____sq. meter) in the said Sector in the said Colony on which the said House is to be constructed.

“said Residential Floor” shall mean the specific residential floor applied for by the applicant in the said Building to be constructed on the said Plot, 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.

“said Sector” means Sector No.82 in Gurgaon Manesar Urban Complex, Gurgaon, Haryana

“Super Area” means the area for the purpose of calculating the sale price of the said Residential Floor and the same shall be the sum of covered area of the said Residential Floor and its pro-rata share of common areas in the said House. Whereas the covered area of the said Residential Floor shall mean the entire area enclosed by its walls including area under walls, columns, balconies and cupboards etc. and half the area of common walls with other floors which form integral part of the said Residential Floor. Common areas shall mean all such parts/ areas in the said House which the Allottee shall use by sharing with other occupants of the said House including the staircase, the mummy, electrical and plumbing shafts, passages/ landings/ drive ways and projections, water tanks, boundary wall and other areas meant for common services and maintenance access. Common area shall not include the rear yard on Ground Floor, the exclusive right to use of which shall vest with the allottee of the Ground Floor and similarly the demarcated area on terrace, the exclusive right of which shall vest with the allottees of first and second floors only. The super area mentioned hereinabove is tentative and for the purpose of computing the sale price of the said Residential Floor only and that the inclusion of common areas within the said House for the purpose of calculating super area does not give any right, title or interest in common areas to the Allottee except the right to use common areas by sharing with other allottees/ occupants in the said House. Super area and the percentage of the covered area to the super area may undergo changes till the completion of the said House and final super area shall be intimated upon completion of construction of the said House.

“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 Floor.

“Total Price” means the amount amongst others, payable for the said Residential Floor which includes Basic Sale Price, PLC(if the said Residential Floor is preferentially located) calculated on per sq. feet/per sq. mtr. basis of the super area of the said Residential Floor and usage 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) Increase in EDC/IDC/idc/ IAC etc., 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 House/ said Residential Floor
- ii) IFMSD.
- iii) Maintenance charges, property tax, municipal tax, service tax on the said Residential Floor
- 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) electrification charges for cabling and construction of Sub Station
- viii) Escalation in construction cost.
- ix) Club membership fees and club charges, if applicable.
- x) 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 Floor 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 construction/ development of the said Residential Floor/ said House/ said Colony and has also satisfied himself about the arrangements/title/interest/ rights of the Developer in the land on which the said House/ said Residential Floor/ 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 can not be withdrawn.
3. The Applicant shall pay the total Price of the said Residential Floor 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 Floor and other charges are calculated on the basis of the super area of the said Residential Floor 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. The Developer may give Early Payment Rebate/ Discount in the basic sale price of the said Apartment equivalent to simple interest @ 12% on such payment received in advance of any installment falling due later. The aforesaid rebate/ discount will be credited to the ledger account of the Allottee with the Developer each time an advance payment is received and will be available for adjustment against installments falling due in future. The aforesaid rebate/ discount is subject to withdrawal at anytime without any notice to the Allottee and the rate at which it will be given is also subject to change without any notice to the Allottee.
5. 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 Floor; ii) undivided interest and the right to use common areas and facilities in the House 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, if any; and iv) undivided proportionate interest in the foot print of the said House calculated on one third basis i.e the number of floors to be constructed on the said Plot.
6. 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.
7. The applicant agrees that if due to any change in the lay-out plan/building plan of the said Colony/said House/said Residential Floor:-
 - a) The said Residential Floor ceases to be preferentially located then only the amount of PLC, paid by the applicant shall be refunded with simple interest @8% per annum 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 Floor 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.

c) PLC shall be as defined above

8. The payment of all statutory dues including External Development Charges (EDC), Infrastructure Development Charges (IDC) and Internal Development Charges (idc), etc. have been factored in the total Price of the said Residential Floor. 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 area of the said Plot to the total area of all such plots subjected to such EDC/ IDC/idc, etc. divided by the number of floors on the said Plot. 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 Floor and the Developer shall have the first charge and lien over the said Residential Floor.
9. The basic sale price of the said Residential Floor mentioned in this application is inclusive of the cost of providing basic electric wiring, switches, sanitary fittings etc. as mentioned in the Specifications appended with the Agreement. 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 Floor 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 handed over to 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.
10. The Applicant understands that the parking space that may be allotted to the Applicant shall be an integral part of the said Residential Floor which cannot be sold/dealt with independent of the same.
11. 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.
12. The applicant has seen and accepted the plans and has applied for the allotment of the said Residential Floor with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, the location and the number of the said Residential Floor and/ or the House/Plot, 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/modifications required by the competent authority. The Applicant hereby agrees that the Developer is fully entitled to change the number of the said Residential Floor 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 Floor or any material change in the specifications, any time prior to and/ or upon the offer of possession or 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 Floor 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 Floor in a manner in which it may deem fit.
The applicant agrees that any increase or reduction in the super area of the said Apartment beyond +/- 10% shall be payable or refundable (without any interest) at the rate prevailing at the time of offer of possession.
13. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service taxes, 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 House/ said Residential Floor 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 Floor is assessed separately.
14. 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.
15. 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 Floor within thirty six (36) months from the date of the execution of the Agreement and thereafter the Developer shall offer the possession of the said Residential Floor 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 Floor 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 Floor, the Developer will pay compensation @ Rs.5/- per sq. ft. per month of the super area of the said Residential Floor 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 Residential Floor 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.
16. The Applicant agrees and understands that in order to provide necessary maintenance services in the said Sector/ 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 Sector/ 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.

17. 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 Floor, 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 Floor 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.
18. The Applicant shall be liable to pay escalation in the construction cost resulting from increase in the cost of construction inputs like steel, cement, fuel and other building materials and labour as defined above. Escalation shall be computed on monthly basis on prorata construction cost and shall be recovered by the Developer from the Allottee at the time of offer of possession of the said Residential Floor.
19. 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 Floor. The company shall thereafter be free to resell and/or deal with the said Residential Floor 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 without any interest or compensation of whatsoever nature. The Developer shall at all times have the first lien and charge on the said Residential Floor 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.
20. 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.
21. 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 Floor. 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 Floor by any authority, the Developer will have to comply with the same and the Applicant has specifically noted the same.
22. The applicant agrees that the Developer shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the said Residential Floor subject to the said Residential Floor being free of any encumbrances at the time of execution of sale deed. The Developer/financial institution/ bank shall always have the first lien/ charge on the said Residential Floor for all its dues and other sums payable by the Applicant. It is clarified that the Developer has not so far approached any bank/ financial institution for approval of the said Project for advancing housing loans in respect thereof.
23. The applicant agrees that in case the Applicant opts for a loan arrangement with any financial institution/ bank for the purchase of the said Residential Floor, the conveyance of the said Residential Floor in favour of the Applicant shall be executed only upon the Developer receiving " No Objection Certificate" from such financial institution/bank. It is clarified that the Developer has not so far approached any bank/ financial institution for approval of the project for housing finance purpose.
24. 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 Floor, 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.
25. The Applicant agrees to inform the Developer in writing 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.
26. 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 damages 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.
27. 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.
28. The Applicant understands that the final allotment of the said Residential Floor is entirely at the discretion of the Developer.
29. 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.
30. The Applicant understands that this Application is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the Residential Floors in the said Sector/ said Colony / said House 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.
31. 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.
32. 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.
33. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

Place:Gurgaon

FIRST APPLICANT SIGNATURE

SECOND APPLICANT SIGNATURE