



APPLICATION FORM

CHD Developers Ltd.
SF-16-17, 1st Floor, Madame Bhikaji Cama Bhawan
11 Bhikaji Cama Place, New Delhi-110066.

Subject: Application For Booking Of Serviced Apartment In Your 'CHD RESORTICO' Project At Sector-34, Sohna, Gurgaon

Dear Sir,

I/We have inspected the project site and seen the title documents of the land including License No. 17 dated 10th June, 2014, building plan sanctioned by DG, TCP, Haryana, vide Memo No. ZP-993/AD(RA)/2015/6748 Dated 28.04.2015 and all other relevant documents related to the competency of the Company including super area calculation, preserved in blue book at site/head office as well and after conducting due diligence pertaining to rights and interest of the company and arriving at complete satisfaction in all respects with regard to the right, title, interest, limitations and obligations of the company, I/we have decided to apply for booking & provisional allotment of Serviced Apartment having Super Area admeasuring _____ Sq. feet in your proposed Commercial Colony, named as "CHD Resortico" to be developed at Sector-34, Sohna, Gurgaon (hereinafter referred to as "**Project**").

I/We remit herewith a sum of ` _____ (Rupees _____ only) by Cash / Bank Draft / Cheque No. as per the below mentioned details, towards booking amount.

Draft/Cheque No.	Dated	Drawn on	Amount (in `)

Kindly accept my/our duly filled Application for provisional allotment of a Serviced Apartment (hereinafter referred as the "**Serviced Apartment**") in your Project "CHD Resortico" at Sector-34, Sohna, Gurgaon (Haryana).

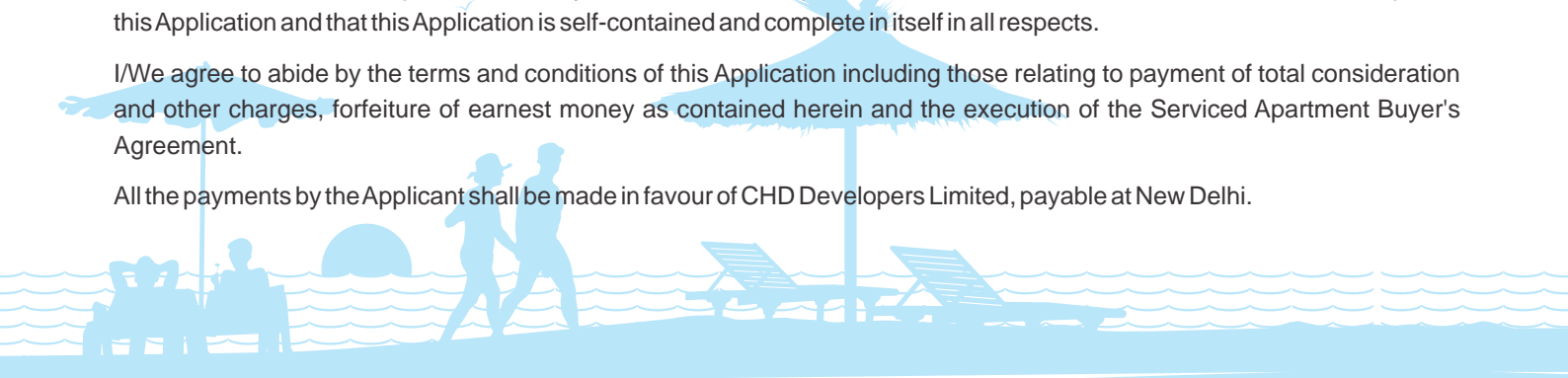
Further I/we confirm that I/we are fully satisfied with the terms and conditions of provisional allotment and post allotment applicable terms and conditions contained in the Serviced Apartment Buyer's Agreement, the standard format of which have been read by me/us at the time of booking and in the event of the company agreeing to provisionally allot a Serviced Apartment, I/we agree to pay further installments according to sales price and all other dues as stipulated in this Application and Serviced Apartment Buyer's Agreement.

I/We have clearly understood that this Application does not constitute Serviced Apartment Buyer's Agreement and I/we do not become entitled to the provisional and/or final allotment of Serviced Apartment notwithstanding the fact that the company may have issued a receipt to acknowledge the money tendered with this application. It is only after I/we sign and execute the Serviced Apartment Buyer's Agreement in stipulated period of time on the company's standard format agreeing to abide by the terms and conditions contained therein that the allotment shall become final and binding upon the company. If, however I/we fail to execute and return the Serviced Apartment Buyer's Agreement within 30 days (thirty days) from the date of its dispatch by the company then this Application shall be treated as cancelled and the earnest money paid by me/us shall be refunded after the deductions as per the company policy.

The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant has relied on his/her own judgment and investigation in deciding to apply for allotment of the Apartment and has not relied upon and/or is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the aforesaid Apartment/Colony. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.

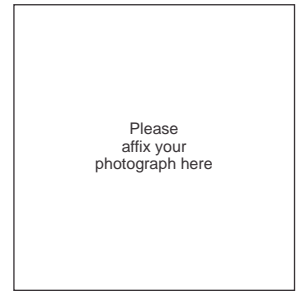
I/We agree to abide by the terms and conditions of this Application including those relating to payment of total consideration and other charges, forfeiture of earnest money as contained herein and the execution of the Serviced Apartment Buyer's Agreement.

All the payments by the Applicant shall be made in favour of CHD Developers Limited, payable at New Delhi.



My/Our particulars are given below for your reference and record:

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 Indian/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 _____ Mobile No. _____

Office Name & Address _____

PIN Code

Tel. No. _____ Fax No. _____

E-mail ID _____ Mobile No. _____



2. SECOND APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality _____

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

Business/Profession _____

Status: Resident/Non-Resident Indian/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. _____

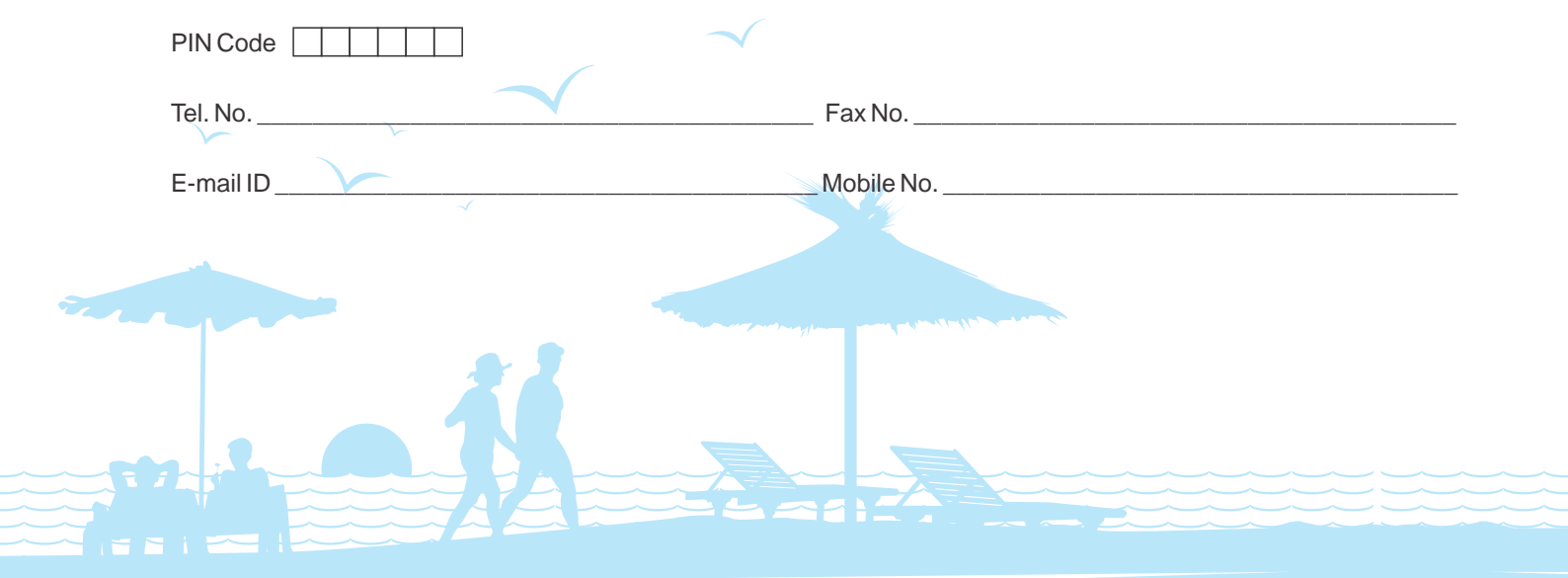
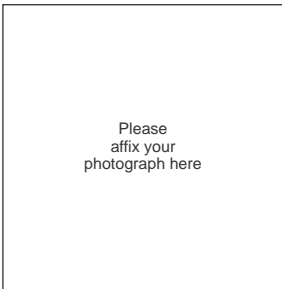
E-mail ID _____ Mobile No. _____

Office Name & Address _____

PIN Code

Tel. No. _____ Fax No. _____

E-mail ID _____ Mobile No. _____



3. THIRDAPLICANT

Mr./Ms./M/s. _____

S/W/D of _____

Nationality _____

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

Business/Profession _____

Status: Resident/Non-Resident Indian/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. _____

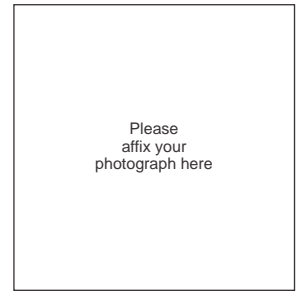
E-mail ID _____ Mobile No. _____

Office Name & Address _____

PIN Code

Tel. No. _____ Fax No. _____

E-mail ID _____ Mobile No. _____



4. SERVICED APARTMENT IN “CHD RESORTICO, SECTOR-34, GURGAON, HARYANA

Serviced Apartment Type: _____ Serviced Apartment No.: _____ Floor No.: _____

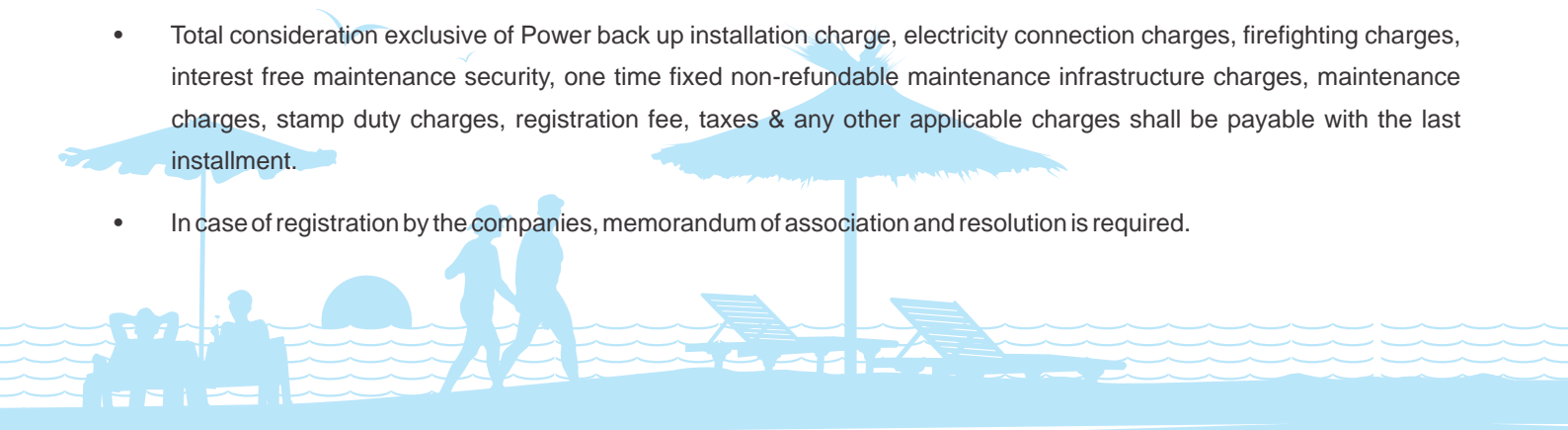
Super Area of the Serviced Apartment: _____ sq.ft./_____ sq.mtr. (approx.)(1 sq.ft. = 0.0929 sq.mtr.)

- A. Basic Sale Price (BSP): Rs: _____ per sq. ft. of Super Area
- B. Preferential Location Charges (PLC): Rs. _____ per sq.ft. of Super Area comprising of:
- 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 _____
- C. Exclusive Right to use one Car Parking _____ @ Rs. _____
- D. External Development Charges (EDC) and Infrastructure Development Charges (IDC): Rs. _____ per sq. ft. of Super Area
- E. Club Membership Charges: Rs. _____ per sq. ft. of Super Area
- F. Interest Free Maintenance Security (IFMS): Rs. _____ per sq.ft. of super area
- G. Other Charges: _____

5. PAYMENT PLAN: Construction-Linked Payment Plan [] / Down Payment Plan []

Note:

- Service tax, VAT, GST, or any other taxes, fees, charges, interest & any other Government Taxes/Charges (whatever name called), whether levied, or leviable now or in future shall be payable by the Applicant as and when demanded by the company.
- Stamp Duty/Registration charges, any other charges, Govt. charges & taxes, if applicable shall also be payable additionally.
- The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the company.
- Basic Price mentioned above is exclusive of External Development Charges (EDC), Infrastructure Development Charges (IDC), Preferential Location Charges (PLC), club membership, car parking and any other charges, if applicable.
- Any enhancement in EDC and IDC by the concerned authorities shall be borne by the Applicant.
- Interest Free Maintenance Security (IFMS) charge, One time fixed non-refundable maintenance infrastructure charge, One time Electricity connection charges, firefighting charges and Power back up installation charge shall be paid extra at the time of offer of possession by the Applicant.
- Total consideration exclusive of Power back up installation charge, electricity connection charges, firefighting charges, interest free maintenance security, one time fixed non-refundable maintenance infrastructure charges, maintenance charges, stamp duty charges, registration fee, taxes & any other applicable charges shall be payable with the last installment.
- In case of registration by the companies, memorandum of association and resolution is required.



- To avoid penal consequences under the Income Tax Act 1961, where sale consideration for the Serviced Apartment exceeds Rs. 50 lakhs, Applicant is required to comply with provisions of Section 194 IA (effective from 01st June 2013), by deducting TDS @ 1% from each instalment/payment. The applicant/s shall deposit TDS Certificate and Challan showing proof of deposit within 7 days from the date of tax so deposited, to ensure appropriate credit in the account of the applicant.
- All communications sent by the Company on the E-mail address provided by the Applicant herein, shall be deemed to have been duly served.

DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application for booking of Serviced Apartment is irrevocable and the above particulars / information given by me / us are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant

Date: _____

Place: _____

Business Development Associate's Seal & Sign



----- FOR OFFICE USE ONLY -----

1. Accepted / Rejected _____
2. Serviced Apartment No. _____ Type _____ Tower _____ Super Area _____ Sq.Ft (approx.) _____ Sq. Mtr. (approx.).
3. Payment Plan: Down Payment [] Construction Linked []
4. Total consideration price of the Serviced Apartment _____
5. Payment received vide cheque/DD No. _____ Dated _____ Drawn on _____
6. REMARKS: _____
7. Mode of Booking Direct/Business Development Associates (BDA), If BDA, Details _____



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, Election card, Driving License)
- Any other document/certificate as may be required by the Company

Partnership Firm/LLP

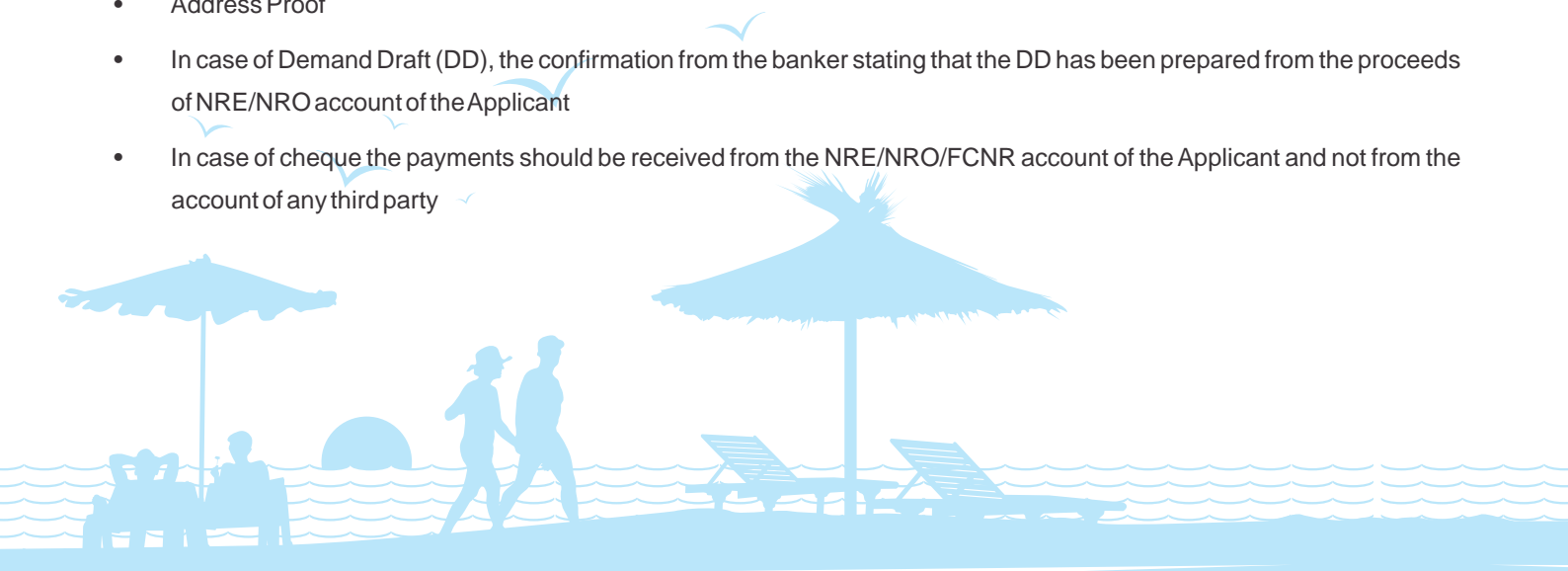
- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Office Address Proof
- In case one of the Partners signs the Application on behalf of the other Partners, a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required

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
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party



TERMS AND CONDITIONS

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant with the terms and conditions as comprehensively set out in the Serviced Apartment Buyer's Agreement which upon execution shall supersede the terms and conditions set out in this Application and upon acceptance of this Application, the Applicant be deemed to be the intending allottee of the company.

1. The Company has informed the Applicant that it is a member of CREDAI and the norms of CREDAI NCR may be applicable on the Company.
2. The Serviced Apartment hereby means an apartment without any fittings, fixtures and furnishings.
3. The super area of the Serviced Apartment is tentative and same may have variation. However, the Basic Sale Price of the Serviced Apartment will remain unaffected, in case the variation in area is limited to 3% of super area of Serviced Apartment. In case of variation in area exceeding 3%, in that case, the basic sale price of the Serviced Apartment shall be proportionately increased or decreased, as per original booking price.
4. The Applicant understands and agrees that the Basic Sale Price of the said Serviced Apartment shall be subject to escalation in case of increase in the labour charges, price of fuel and power and cost of material to be used in development of the project. However, such escalation shall be restricted upto 10% of the Basic Sale Price of the said Serviced Apartment. The escalation over and above 10% of the basic sale price of said Serviced Apartment shall be borne by the Company. The Applicant(s) has explicitly understood the escalation formula, as has been set out in the standard format of Serviced Apartment Buyer's Agreement.
5. The Applicant has applied for allotment of a Serviced Apartment with full knowledge of all the laws/notifications and rules applicable to this area, which have been explained by the representative/officials of the Company and clearly understood by him/her in their own language.
6. The Applicant has satisfied himself/herself about the interest and rights of the Company in the land on which the project/said Serviced Apartment are being developed and has understood all limitations and obligations in respect thereof.
7. The Government has determined the amount of External Development Charges and Infrastructural Development Charges on gross area basis of the Project, which shall be calculated on pro-rata basis along with interest, if any, as applicable.
 - a) The Applicant agrees to pay to the company any increase in the External Development Charges or Infrastructural Development Charges or any other charges levied by the Haryana Government/any other competent authority as and when demanded by the company. In addition, the Applicant also agrees to pay Govt. taxes, VAT, GST, cesses, charges, wealth tax, service tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, on land and/or building(s), as the case may be from the date of this application in proportion to the area of the Serviced Apartment prior to the execution of conveyance deed/sale deed.
 - b) Cost of External Electrification, DG Power Back up Installation, Firefighting charges etc. are not included in the Total Sale Consideration and the same shall be payable by the applicant in addition to price of the Serviced Apartment as and when demanded by the Company. The applicant shall pay to the company such sum as may be demanded by the company for additional facility, if provided.
8. The company and the Applicant hereby agree that the earnest money for the purpose of this Application and Serviced Apartment Buyer's Agreement shall be 20% of the total Basic Sale Price.
9. That the Applicant shall pay the Total Consideration and other charges on the basis of super area which shall, inter-alia, include the plinth area, full share of outer walls, inside walls, columns, half area of the sharing walls between the adjoining Apartments, full area of balcony & any projections shafts, window sill, lintels, sunshades, and proportionate share in the common areas viz., stilts, staircases, lobbies/foyers, common service shafts, lift shafts, mummies, lift machine room, overhead water tank, project service area (ESS room, pump room, STP, metering room, elect. panel room and HSD yard) and Common Utilities/Facilities area (Guard Room, Maintenance Room & LVL Room etc.) even though the above common areas are taken into calculation of the cost of the Serviced Apartment, the Applicant undertakes not to claim any ownership of the same. The Applicant has explicitly understood the super area calculation of Serviced Apartment to his/her full satisfaction and, therefore, undertakes not to raise any objection with respect thereto.
10. The Applicant upon execution and registration of conveyance deed/sale deed shall have ownership of Serviced Apartment only. However, he/she/it shall also be entitled to an undivided proportionate share in the common areas which areas have been included in computation of Super Area of Serviced Apartment. The Applicant shall also be entitled to General common areas and facilities, though the same have not been included in the computation of the Super Area of the Serviced Apartment, therefore, the ownership of the said areas shall remain vested with the Company. Further, though not forming part of computation of the Super Area, the Applicant shall have without ownership right, exclusive right to use of Car Parking Space provided the same has been specifically allotted to the Applicant. Apart from the above, the Applicant shall not have any right or claim in any manner whatsoever for those areas and land specifically excluded from the computation of Super Area of Serviced Apartment.

The Applicant understands and agrees that it is mandatory to apply for grant of right to exclusive use of Car Parking Space(s) on chargeable basis as applicable for the Serviced Apartment applied for. All clauses of this application, allotment and Agreement shall apply mutatis mutandis to the exclusive right to use of the car parking space(s) applied and so provided, wherever applicable. The right to exclusive use of Car Parking Space(s) shall be an integral part of the Serviced Apartment and cannot be transferred independent of the Serviced Apartment. Right to use of any additional parking spaces may be granted upon request on a first-come-first-served basis but at the sole discretion of the Company.
11. The Company shall not be responsible towards any third party making payment/remittances on behalf of the applicant and such third party shall not have any right in the application/allotment of the said Apartment. The Company shall issue receipts for payment in favour of the Applicant only.
12. The Applicant shall not have any right, title or interest of any kind whatsoever in any land, building, common areas, facilities and amenities falling outside the tower area in which the said Serviced Apartment will be developed, save and except the use of common areas (for the purposes of direct exit to a nearest public street/road only) to be identified by the company in its sole discretion and such identification by the company in its plans now or in future shall be final, conclusive and binding on the Applicant. The company shall remain entitled of all lands, facilities and amenities. The company shall have the sole and absolute authority to deal in any manner with such lands, facilities and amenities including but not limited to creation of further right in favour of any other party by way of sale, transfer, lease, collaboration, joint venture and operation and management or any other mode including transfer to government, semi government, any other authority, any person, institution, trust or any local body which the company may deem fit in its sole discretion. The Applicant shall not have any right, title or interest in the terrace of such block and company shall have the sole and absolute authority to deal in any manner such as allotment/sale to any person and Applicant shall not create any hurdle, restriction for the same.
13. (a) The Applicant agrees and shall have no objection or claim, in case any time in future, Floor Area Ratio / Floor Space Index for the aforesaid project is permitted to be increased or decreased by the concerned statutory authority e.g. DG, TCP, HUDA, SEIAA, Ministry of Environment & Forest (GOI), AAI etc. even after grant of completion certificate, then the Company shall have right either to make additional construction/

make variation in the existing areas including lawn area and other open spaces etc. The Applicant also undertakes not to raise any objection to the effect that due to additional construction e.g. height of towers etc., the air, sun light etc. will be of blocked for his/her Serviced Apartment.

- (b) The Applicant also agrees that he/she shall have no objection or claim, in case, the company carries out any alteration /modification in building plans, layout scheme, specifications including but not limited to the changes in location, floor, position of the apartment(s)/unit, designated number of apartment/unit or dimension or look or boundary area etc. The Applicant do hereby authorize the company to make necessary alterations/modifications in the layout plan, designs etc.
- (c) The Applicant agrees that in case as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or due to force majeure conditions, courts indulgence, the Company after provisional and/or final allotment, is unable to deliver the possession of Apartment to the Applicant, the Applicant agree(s) that the company shall be liable only to refund the amounts received from him/her with simple interest @ 12%, after deduction of amount equivalent to brokerage paid (if any) only, if the Applicant wishes to terminate the agreement.
14. The Company shall hand over the possession of the said Serviced Apartment to the Applicant subject to the Applicant having complied with all the terms and conditions of the Serviced Apartment Buyer's Agreement in stipulated time. In the event of his/her failure to take over the physical possession of the said Serviced Apartment within Thirty (30) days from the date of intimation in writing by the company, then the same shall lie at his/her risk and cost and the Applicant shall be liable to pay to the company holding charges @ ` 10/-per Sq.Ft per month for the entire period of such delay. The company will offer the possession of the Serviced Apartment within 48 months from the execution of the Serviced Apartment Buyer's Agreement (plus six months grace period, thereafter), subject to force majeure, courts indulgence, and department's intervention. However in normal circumstances for delay, the company agrees to pay to the Applicant compensation @ ` 10/- per Sq.Ft. per month for the period of such delay. The adjustment of holding charges or compensation shall be done at the time of offer of possession of the Serviced Apartment only. The holding charges shall be a distinct charge in addition to maintenance charges, and not related to any other charge as provided in this application and Serviced Apartment Buyer's Agreement.
15. I/We agree and understand that the Company upon completion of construction of the Project, may offer me/us the Serviced Apartment for fit-out purposes, however, the physical possession of the Serviced Apartment shall only be handed over upon receipt of Occupation Certificate from the concerned authority. In case, the grant of Occupation Certificate gets delayed due to force majeure or circumstances which are beyond the control of company, I/we shall not be entitled for the compensation mentioned herein above for the delay.
16. I/We understand and agree that in case I/we fail to execute the Serviced Apartment Buyer's Agreement or fails to return all the copies duly executed to the company within 30 days from the date of communication by the company in this regard, in that case this Application is liable to be cancelled at the sole discretion of the company and the earnest money shall stand forfeited. As such, I/we shall be left with no rights or interest or claims in the Serviced Apartment applied for and no compensation, interest or charges shall be paid by the company to me/us.
17. I/We understand and agree that the Company may develop the project in phases and the present Project be deemed as Phase-1, and, therefore, the common services and facilities to be developed in the Phase-1, shall also cater the need of subsequent development of Phase-2, Phase-3, as such, the Applicant shall have no objection to that effect.
18. The Maintenance, upkeep, repairs, security, club, landscaping, Power Back-up, and common services etc. of the colony shall be managed by the company or its nominated Maintenance agency. The maintenance charges including Interest Free Maintenance Security (IFMS) and one time Fixed non- refundable Maintenance Infrastructure Charge (FMIC) shall be paid extra, as may be determined by the company within 30 days from the date of offer for fit-out or physical possession, or the date of taking over the Serviced Apartment for fit-out or physical possession, whichever is earlier. The Applicant agrees and undertakes to execute a separate maintenance agreement with the company or its nominated Maintenance agency. The maintenance agency shall provide Power Back-up and other facilities on chargeable basis and the Applicant shall have to pay Installation Fee/Charges and running expenses in addition to IFMS & FMIC and maintenance charges, as may be determined by the Company.
19. The Applicant explicitly agrees and understands that since this Project is of commercial nature, therefore, all the charges and tariff e.g. EDC/IDC, electricity, water and/or other applicable charges shall also be payable as applicable for the commercial project.
20. It shall be incumbent on the Applicant to comply with the terms of payment and/or other terms and conditions of the Serviced Apartment Buyer's Agreement failing which the company is entitled to cancel the allotment and refund the amount after deducting processing fee, Brokerage, interest on delayed payment etc. and in the event of cancellation of allotment, the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Serviced Apartment. The company shall thereafter be free to resell and/or deal with the said Serviced Apartment in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the processing fee, brokerage, interest on delayed payment etc. would be refunded to the Applicant by the company only after realizing such amounts after resale, without any interest or compensation of whatsoever nature. The company shall have the first lien and charge on the said Serviced Apartment for all its dues payable by the Applicant to the company. Without prejudice to the company's aforesaid rights, the company may at its sole discretion waive the breach by the Applicant in not making payments as per the opted payment plan, subject to the condition that the Applicant shall pay the interest from the due date @ 18% per annum to the company. However, any such waiver shall not imply the waiver of the forfeiture clause.
21. That in case the Applicant, at any time, desires for cancellation of the Booking/allotment, in such a case, the deposited amount will be refunded by the company to the Applicant without any interest, only after the company disposes off the said Serviced Apartment and after deductions of interest, brokerage, processing fee etc.
22. The company 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 assign the allotment rights and liabilities in favour of any person subject to such terms and conditions and charges as the company may levy. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such assignment. In case, the Applicant assigns his rights and liabilities of said Serviced Apartment to any third person then in that case the administrative charges will be charged by the company, as decided by the company.
23. That the Applicant is aware that the company has to raise loan from Financial Institutions/Banks for the development of the Project and for this purpose may have to create a charge. The Applicant shall have no objection, in case the company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charges, if created, shall be got vacated before handing over possession of the Serviced Apartment to the Applicant.
24. That in case, the Applicant wishes to avail loan for payment of consideration against the Serviced Apartment from his employer or any financial institution/bank, in that case, the company may co-operate with the Applicant during the financial process, however, the entire responsibility of getting sanctioning and disbursement of loan amount as per the opted payment plan, shall be exclusively of the Applicant. The company shall not assure or give any type of guarantee with respect to the sanctioning/disbursement of the said loan. In the event of failure of loan sanctioning or

delay in disbursement, the Applicant shall ensure the timely payment to the company as per the payment plan, failure of which the discount offered (if any) to the Applicant shall stand forfeited and the Applicant shall be liable to pay interest for the period of delay apart from the company's right to cancel the booking. In case, the booking has been made under down payment plan, the down payment plan shall stand converted into construction linked plan.

25. The Applicant shall inform the company in writing any change in the mailing address mentioned in this application falling which all demands, notices etc. by the company shall be mailed to the address given in this application and deemed to have been received by the Applicant. In case of joint Applicants, all communications shall be sent only to the first named Applicant in the application.
26. The Applicant having NRI/POI/OCI status shall be solely responsible to comply with the necessary law, rules and formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this type of transaction which may, inter-alia, involve remittance of payments/considerations and acquisition of immovable assets in India. In case, any such permission is ever refused or subsequently found lacking by any statutory authority/company, the amount paid by the Applicant shall be refunded as per terms and conditions of the Application form/Serviced Apartment Buyer's Agreement, without any interest or compensation and the allotment shall stand cancelled forthwith. The Applicant agrees that the company shall not be liable in any manner on such account.
27. If any misrepresentation/concealment/suppression of material facts is/are found to be made by the allottee(s), the earnest money deposited by the Applicant shall be forfeited and the allotment shall stand automatically cancelled. The Company shall also be entitled to initiate legal action for such misrepresentation / concealment/suppression of material facts against the Applicant for the same.
28. That if the Applicant has to pay commission or brokerage to any person for services rendered by such person to him/her whether in India or outside India for acquiring the said Serviced Apartment for the Applicant, the Company shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of Total consideration agreed to be payable to the company for the said Serviced Apartment.
29. That the Applicant understand(s) that the provisional and / or final allotment of the Serviced Apartment is entirely at the discretion of the Company.
30. The Applicant understand(s) that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the said Serviced Apartment 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 the booking amount if any received by the company shall be refunded to the Applicant without any interest.
31. The Applicant agree(s) that the Company shall have the right to transfer its development and other rights and liabilities in the Project in whole or in parts 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 Company without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
32. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in this Application and Serviced Apartment Buyer's Agreement.
33. The Applicant agrees that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred to a Sole Arbitrator mutually appointed by the parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The place of arbitration shall be New Delhi only.
34. Subject to Arbitration clause above, the Courts/Tribunals/Commissions/Consumer Forums at New Delhi only shall have exclusive Jurisdiction in all matters arising out of/touching and/or concerning this transaction/application.
35. The Company 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 its own.
36. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.

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 of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Serviced Apartment Buyer's Agreement which shall supersede the terms and conditions set out in this Application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this Application and/or Serviced Apartment Buyer's Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application and/or Serviced Apartment Buyer's Agreement. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representation made by the company, I/we have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the term and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Serviced Apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date: _____

Place: _____

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant



CONSENT-CUM-DECLARATION

I/WE, Mr./Ms/Mrs _____ S/o/D/o/W/o _____
 _____ R/o _____

do hereby solemnly declare as under:-

1. I/We have applied for booking/allotment of Serviced Apartment in the Project "CHD Resortico" at Sector-34, Sohna, Gurgaon, vide Application dated _____ being developed by M/s CHD Developers Ltd. having its registered office at SF-16-17, First Floor, Madame Bhikaji Cama Bhawan, 11 Bhikaji Cama Place, New Delhi-110066 (herein "Company"). The said project is being developed upon grant of license bearing No. 17 of 2014 dated 10.06.2014 by the office of Director General, Town & Country Planning, Haryana at Chandigarh.
2. I/WE agree and declare that after the allotment, in case any time in future, Floor Area Ratio/Floor Space Index for the aforesaid project is permitted to be increased or decreased by the concerned statutory authority e.g. DG, TCP, HUDA, SEIAA, Ministry of Environment & Forest (GOI), AAI etc. even after grant of completion certificate, then the Company shall have right either to make additional construction/ make variation in the existing areas including lawn area, green area (organized / incidental), and other open spaces etc., and I/weshall have no objection or claim in respect thereto and it will be deemed consent from me/us and no other separate permission shall be required from me/us at the later stage.
3. I/WE also undertake not to raise any objection to the effect that due to additional construction e.g. height of towers etc., the air, sun light etc. may be of blocked for his/her Serviced Apartment.
4. I/WE also shall have no objection or claim, in case, the company carries out any alteration/modification in building plans, layout scheme, site plan, specifications including but not limited to the changes in location, floor, position of the Serviced Apartment(s)/unit, designated number of Serviced Apartment /unit or dimension or look or boundary area, orientation of Building Blocks/Towers, retail area, club, basement, ramps, site entry/exit, Parking Nos., podium, stilt etc.
5. I/WE hereby agree and declare to keep M/s CHD Developers Ltd. and its successors harmless and indemnify from all claims, charges, litigations, demands, liabilities arising on account of statements made herein above.

Place: _____

Date: _____

(_____)

(Signature of Sole/First Allottee)

(_____)

(Signature of Second Allottee)

(_____)

(Signature of Third Allottee)





CHD Developers Ltd.

Corporate Office: SF-16-17, 1st Floor, Madame Bhikaji Cama Bhawan, 11 Bhikaji Cama Place, New Delhi-110066

Site Office: CHD Resortico, Sector-34, Sohna, Gurgaon, Haryana

Phone: +91-11-40100100

Website: www.chddevelopers.com