

APPLICATION FORM



APPLICATION FORM

To,

**M/s HAAMID REAL ESTATES PRIVATE LIMITED,
232-B, Okhla Industrial Estate,
Phase – III, New Delhi - 110020.**

Dear Sir,

I / We (hereinafter referred to as "**Applicant**") request that I / We be booked for provisional allotment of a residential unit (hereinafter referred to as "**Unit**") in the Residential Group Housing Colony known as "**THE PEACEFUL HOMES**" (hereinafter referred to as "**Project**") to be developed by HAAMID REAL ESTATES PRIVATE LIMITED (hereinafter referred to as "**Company**") at Sector 70A, Gurgaon, Haryana (hereinafter referred to as "**Plot**"), as per tentative super area, size and tentative Payment Plan opted by me / us as per the details set out in **Annexure-A**.

I / We agree to sign and execute, as and when required by the Company, the Flat Buyers Agreement containing the detailed terms and conditions of allotment of the Unit and other related documents as may be required by the Company.

I / we am / are enclosing herewith Cheque / Demand Draft / Banker's Cheque No. _____ dated _____ in favour of "**HAAMID REAL ESTATES PRIVATE LIMITED ESCROW ACCOUNT**" payable at "**NEW DELHI**" for ₹ _____ / - (Rupees _____ Only) drawn on _____ (Bank & Branch) or Bank Advice confirming RTGS UTR No. _____ dated _____, as the booking amount for the provisional allotment of the Unit (hereinafter referred to as "**Booking Amount**").

My / Our particulars are given as under:



SOLE /FIRST APPLICANT

Mr./Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Occupation: _____

Residential Status:

Resident / Non- Resident / Foreign National of Indian Origin _____

Income Tax Permanent Account No.: _____

(Photocopy of PAN Card to be attached)

Passport / PIO Card No.: _____

Mailing Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No. : _____

E- Mail: _____ Fax. No. : _____

Permanent Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No. : _____

E- Mail: _____ Fax. No. : _____



Signature



JOINT / SECOND APPLICANT

Mr./Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Occupation: _____

Residential Status:

Resident / Non- Resident / Foreign National of Indian Origin _____

Income Tax Permanent Account No.: _____

(Photocopy of PAN Card to be attached)

Passport / PIO Card No.: _____

Mailing Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No.: _____

E- Mail: _____ Fax. No.: _____

Permanent Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No.: _____

E- Mail: _____ Fax. No.: _____



Signature



JOINT / THIRD APPLICANT

Mr./Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Occupation: _____

Residential Status:

Resident/Non- Resident/Foreign National of Indian Origin _____

Income Tax Permanent Account No.: _____

(Photocopy of PAN Card to be attached)

Passport/PIO Card No.: _____

Mailing Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No. : _____

E- Mail: _____ Fax. No. : _____

Permanent Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No. : _____

E- Mail: _____ Fax. No. : _____



Signature



IN CASE OF APPLICANT OTHER THAN INDIVIDUAL

M/s _____

Status: _____

Company / Partnership Firm / Proprietorship Firm / HUF _____

Date of Incorporation / Formation: _____

Incorporation / Registration No.: _____

Income Tax Permanent Account No.: _____

(Photocopy of PAN Card to be attached)

Registered Office / Office / Correspondence Address: _____

Pin Code: _____ City: _____ State: _____ Country: _____

Telephone No.: _____ Mobile No.: _____

E- Mail: _____ Fax. No. : _____

Name of the Authorised Signatory: _____

Designation of the Authorised Signatory: _____

Board Resolution / Authority Letter dated: _____

PHOTO

Signature



I / We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me / us.

I / We clearly understand that the allotment of a Unit by the Company pursuant to this Application shall be purely provisional till a Flat Buyers Agreement on the format prescribed by the Company is executed by the Company in my / our favour. Further, the allotment of a Unit in the Project shall be subject to the terms and conditions, restrictions and limitations as contained in the license granted by DTCP in favour of the Company for development of the said Plot by the Company, the Haryana Apartment Ownership Act, 1983 and applicable laws.

I / We have clearly understood that submission of this signed Application Form and payment by me / us of the Booking Amount shall not constitute a right to allotment of the aforesaid Unit and nor shall it create or result in any obligations on the Company towards me / us. This Application does not constitute any right to allotment / Agreement to Sell. I / We understand that the Company may at any time prior to the execution of the Flat Buyers Agreement reject my / our Application without assigning any reasons whatsoever thereof.

I / We understand that in addition to the Amount Payable as set out in Annexure-A, I / we shall also be liable to pay third party charges including the applicable Registration Amount and Stamp Duty demanded by the Company as well as any revision / enhancement in the External Development Charges, Infrastructure Development Charges, Infrastructure Augmentation Charges, Labour Cess or any other Statutory Charges and taxes (including service tax) as and when applicable.

I / We declare that I / we am / are competent to make and submit the present Application for booking of the aforesaid Unit and there is no legal or contractual impediment or restriction on my / our making this Application or the payment tendered hereunder.

I / We acknowledge and declare that the Company has readily provided me / us with all the information / clarifications as required by me / us and I / we have not relied upon and nor been influenced by statements from any broker, sub-broker, consultant, sales plans, sale brochures, advertisements, representations or any other data except what is stated specifically in this Application Form and I / we have relied solely on my / our own judgment in deciding to make the present Application and pay the Booking Amount for the prospective purchase of the aforesaid Unit.

I / We have also gone through and read the key indicative terms and conditions listed out in **Schedule-1**, (which shall be treated as an integral part of this Application Form). I / We understand that these terms and conditions contained in this Application Form are merely indicative and conveyed herein for the purpose of acquainting me / us with a broad outline of the essential terms and conditions for the allotment of the Unit. I / We further understand and agree that the detailed terms and conditions contained relating to the Unit shall be contained in the Flat Buyers Agreement.

I / We declare that I / we have fully satisfied myself / ourselves about the right, title and interest of the Company in the Project as well as the license granted by DTCP for the Project and the competency of the Company to develop and sell the aforesaid Unit and I / we have understood all the limitations and obligations of the Company with respect to the same.

I / We agree and undertake that I / we shall not withdraw / revoke this Application and in the event I / we withdraw my / our Application or if I / we do not accept the allotment made by the Company on my / our Application or I / we do not execute the Flat Buyers Agreement within the time stipulated by the Company for this purpose, then an amount equivalent to 15% (Fifteen percent) of the Basic Sale Price (BSP) out of the Booking Amount or the entire Booking Amount, whichever is lower, shall be forfeited by the Company and I / We shall be left with no right, interest, claim or lien on the Unit or its Booking or otherwise on the Company in any manner whatsoever.

I / We confirm that all correspondence to me / us should be made in the name of the First Applicant at the address of the First Applicant given above and any notices / letters sent by the Company to the above address shall be valid intimation to me / us regarding the contents therein.



In case my / our Application for provisional booking of the Unit is accepted and the Company makes a provisional allotment, then I / we undertake to execute all documents / agreements by whatever name called, as per the Company's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and / or as demanded by the Company in due course.

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 and conditions, I / we have signed this Application Form and paid the advance booking amount for provisional allotment. I / we further undertake and assure the Company that in the event of rejection of my / our Application for Booking as per decision of the Company, even in the eventuality of forfeiture of my / our Earnest Money (as defined in Schedule-1 hereinafter) in accordance therewith, I / we shall be left with no right, title, interest or lien under this Application / booking or against any Unit in relation of the said Project or against the Company in any manner whatsoever.

DECLARATION:

I / We confirm and declare that my / our particulars provided by me / us in the Application Form are true and correct. No part of it is false and nothing has been concealed or withheld by me / us therefrom. I / We have fully read and understood the above mentioned preliminary terms and conditions and the terms and conditions as reflected in Schedule -1 and agree to abide by the same and that the said terms and conditions shall ipso-facto be applicable to my / our legal heirs and successors.

CONSENT/NOC

I am aware that the Company is applying for revision/modification in the Building Plans already sanctioned. I am also aware that I am filing this Application on the basis of the revised/modified Building Plans and I hereby give my consent for such revision/modification in the Building Plans without any objection whatsoever.

Thanking you,

Yours faithfully,

Signatures of: **Sole / First Applicant** **Second Applicant** **Third Applicant**

Date:

Place:

Name of the Channel Partner (If any):

(Sign and affix rubber stamp)

Telephone / Mobile Number:

Notes:

- 1) All payments to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide Cheque / Demand Draft / Banker's Cheque / RTGS payable at par at New Delhi in favour of "**HAAMID REAL ESTATES PRIVATE LIMITED ESCROW ACCOUNT**". All payments shall be subject to their actual realisation in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment.
- 2) In case the cheque comprising booking amount / registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant.



- 3) Applications without photographs and without duly filled particulars of the Applicant shall be considered as incomplete and may be rejected by the Company at its sole discretion.
- 4) Separate Application to be filled for each Unit (if applying for more than one Unit).
- 5) Applicant has to sign (with full signatures) on all pages of the Application Form.
- 6) Application has to be filled in CAPITAL letters.
- 7) Documents required at the time of booking, duly Self Attested: (Check List)

Individual Resident of India

- Copy of PAN Card.
- Photograph of the Applicant.
- Address / Identity Proof: Photocopy of Passport / Electoral Identity Card / Aadhaar Card of Applicant.
- Any other document / certificate as may be required by the Company.

Partnership Firm

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Authority letter from other Partners authorising the signatory Partner to act on behalf of the Firm and sign the Application.
- Photograph of the signatory Partner.
- Address / Identity Proof: Photocopy of Passport / Electoral Identity Card / Aadhaar Card of the signatory Partner.

Limited Company (Public / Private)

- Copy of PAN Card of the Company.
- Memorandum and Articles of Association duly signed by the Company Secretary / Director of the Company.
- Proof of registered office address of the Company.
- Board Resolution, duly certified by all Directors, authorising the signatory of the Application Form to buy property on behalf of the Company.
- Photograph of the Signatory.
- Address / Identity Proof: Photocopy of Passport / Electoral Identity Card / Aadhaar Card of the Signatory.

HUF

- Copy of PAN Card of the HUF.
- Photograph of the Karta.
- Address / Identity Proof: Photocopy of Passport / Electoral Identity Card / Aadhaar Card of the Karta.

NRI / PIO

- Copy of the Applicant's Passport / PIO Card.
- Photograph of the Applicant.
- Address / Identity Proof of the Applicant.
- In case of cheque, the payment should be received from own NRE / NRO / FCNR account of the Applicant only.
- In case of Demand Draft / Banker's Cheque, confirmation from the banker stating that the same has been prepared from the proceeds of NRE / NRO account of the Applicant.



ANNEXURE - A

PROVISIONAL DETAILS OF THE UNIT

- 1) Type : _____
2) Unit No. : _____
3) Floor : _____
4) Tower / Block : _____
5) Super Area : _____ sq. ft. (approx)
6) Terrace Area (If applicable) : _____ sq. ft. (approx)

PAYMENT PLAN: (Please tick Appropriate)

Down Payment Plan { }

Construction Linked Plan { }

The Payment Plan opted by the Applicant is referred in **Annexure-B** appearing hereinafter in this Application.

AMOUNT PAYABLE

1.	Basic Sale Price (BSP)	₹	Per Sq. Ft. on Super Area
2.	Preferential Location Charges (PLC)	₹	Per Sq. Ft. on Super Area
3.	Additional Preferential Location Charges _____ _____	₹ ₹	Per Sq. Ft. on Super Area
4.	External Development Charges (EDC) and Infrastructure Development Charges (IDC)	₹	Per Sq. Ft. on Super Area



5.	Community Building Membership Charges	₹	Per Unit
6.	Interest Free Maintenance Security Deposit	₹	Per Sq. Ft. on Super Area
7.	Other Charges, if any <hr/> <hr/>	₹	

Note:

All other amounts towards third party charges including fresh statutory charges / tax (including service tax) or revised EDC / IDC or stamp duty and registration charges, if any, or otherwise as indicated in the Application / Agreement shall be payable by the Applicant as and when demanded by the Company for the Unit.

Signatures of:

Sole/First Applicant

Second Applicant

Third Applicant

Date:

Place:



FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)

Signatures of Receiver _____

2. Documents as per Check List: Complete /Incomplete.

Pending Documents, if any: _____

3. Details of Unit proposed to be allotted:

- a) Type : _____
- b) Unit No. : _____
- c) Floor : _____
- d) Tower / Block : _____
- e) Super Area : _____ sq. ft. (approx)
- f) Terrace Area (If applicable) : _____ sq. ft. (approx)

4. **PAYMENT PLAN: (Please tick Appropriate)**

Down Payment Plan { }

Construction Linked Plan { }

5. **AMOUNT PAYABLE**

1.	Basic Sale Price (BSP)	₹	Per Sq. Ft. on Super Area
2.	Preferential Location Charges (PLC)	₹	Per Sq. Ft. on Super Area
3.	Additional Preferential Location Charges _____ _____	₹ ₹	Per Sq. Ft. on Super Area
4.	External Development Charges (EDC) and Infrastructure Development Charges (IDC)	₹	Per Sq. Ft. on Super Area



5.	Community Building Membership Charges	₹	Per Unit
6.	Interest Free Maintenance Security Deposit	₹	Per Sq. Ft. on Super Area
7.	Other Charges, if any _____ _____	₹	

6. Allied Charges as per the terms and conditions of the Application / Agreement as applicable.

7. Mode of Booking:

1) Direct _____ (Ref. if any) _____

2) Through Channel Partner:

8. Application: Accepted / Rejected _____

9. Reference No. / Customer ID No. in case the Application is accepted _____

Sales Executive

Sales Head

.....

.....



SCHEDULE-1

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF UNIT IN "THE PEACEFUL HOMES" PROJECT

"The Peaceful Homes" is a Residential Group Housing Colony (the "**Project**") being developed by HAAMID REAL ESTATES PRIVATE LIMITED (the "**Company**") on a plot of land at Sector 70A, Gurgaon, Haryana (the "**Plot**"). The following terms and conditions are indicative in nature with a view to acquaint the Applicant with the terms and conditions applicable to the Project and shall be more comprehensively set out in the agreement to be executed between the Applicant and the Company (the "**Flat Buyers Agreement**").

1. The Applicant has applied for the provisional allotment of a residential unit (the "**Unit**") in the Project and clearly understands that the allotment of the Unit by the Company shall be purely provisional till such time that the Flat Buyers Agreement in the format prescribed by the Company is executed between Company and the Applicant.
2. The Applicant has applied for the Unit with full knowledge of all the laws, notifications, rules and regulations applicable to the area in general and this Project in particular, which have also been duly explained by the Company and understood by the Applicant and all queries in this regard have been answered by the Company to the complete satisfaction of the Applicant.
3. The Applicant has fully satisfied himself / herself / themselves about the right, title and interest of the Company in the Project as well as the right to develop, sell and market the units / towers in the Project and the Applicant has understood all limitations, restrictions and obligations in respect thereof. The Applicant agrees that after submission of this Application, there shall be no further investigations or objections by the Applicant in this respect.
4. The Applicant shall make payments of the agreed sale consideration of the Unit as per the Payment Plan opted by the Applicant based on the super area, along with the other applicable charges viz. Basic Sale Price, External Development Charges ("EDC"), Infrastructure Development Charges ("IDC"), Infrastructure Augmentation Charges ("IAC"), Preferential Location Charges ("PLC") for superior location, floors etc., Maintenance Charges, Community Building Membership Charges, Sinking Fund, Labour Cess, Maintenance Security Deposit, other applicable Security Deposits such as Electric Connection Deposit, Meter Deposit etc. and all other charges as may be communicated from time to time by the Company to the Applicant. The Applicant shall further be liable to pay any enhanced EDC, IDC or any tax / charges including service tax and any fresh incidence of tax as may be levied by the Government of Haryana / Competent Authority / Central Government, even if it is retrospective in effect, as and when demanded by the Company, proportionately based on the super area of the Unit. The Applicant shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company.
5. The Applicant has understood that the Basic Sale Price along with EDC, IDC, IAC, Labour Cess and applicable PLC's shall constitute the "**Sale Consideration**" for the Unit. A sum equivalent to 15% (Fifteen Percent) of the Sale Consideration (including Booking Amount) shall constitute the "**Earnest Money**" for the purposes of this Application.
6. That the Applicant has agreed to pay, over and above the Sale Consideration, the applicable Value Added Tax (VAT), Service Tax, Goods and Services Tax (GST) or any other statutory taxes, duties, charges, cess, levies, etc., by whatever name called, on the present transaction, applicable as on date or imposed in future, even if the same is with retrospective effect.



7. The Company shall by itself or through a nominated Maintenance Agency, undertake to provide the maintenance services for the common areas in the Project; subject however to regular and timely payment of maintenance and other allied charges / deposits to be made by the Applicant to the Maintenance Agency. The Applicant understands and agrees that it shall be mandatory for it to sign a Maintenance Agreement in the standard format of the Company as a precondition for conveyance of the Unit in favour of the Applicant. The Applicant has agreed to pay the maintenance charges from the date of offer of possession by the Company as referred in the notice of the possession for the Unit by the Company to the Applicant and the same shall be payable even if the Applicant has not taken the possession of the Unit on the said date due to any reason whatsoever. It is hereby clarified that the possession and conveyance of the Unit shall be undertaken by the Company in favour of the Applicant only after the complete payment of the Sale Consideration, taxes and such other dues (including interest on delayed payment) payable to the Company by the Applicant from time to time.
8. It has been understood by the Applicant that the Maintenance Charges and / or other charges for providing, running and operating the common facilities and amenities in the Project shall be payable by the Applicant. It is hereby clarified that all such payment to be made by the Applicant shall be over and above the Sale Consideration for the Unit.
9. The Company proposes to build a community building for the enjoyment of the unit holders, subject to permission / sanctions of statutory authorities. The Applicant hereby acknowledges that the membership of such community building shall be compulsory for the Unit holders of the Project. The community building may in due course be transferred to a third Party who shall maintain, manage and operate the same on such terms and conditions as the Company may deem fit. The Applicant's right to use the community building shall at all times be subject to due and faithful observance by the Applicant of all the rules, regulations, bye-laws and conditions as may be notified by such third party or the Company. The Applicant's right to use the community building shall further be subject to payment of the applicable charges as may be intimated by such third Party or the Company to the Unit holder from time to time.
10. The Applicant shall be required to pay the Interest Free Maintenance Security Deposit. The Interest Free Maintenance Security Deposit shall be paid in accordance with the Payment Plan. The Applicant shall be bound to make further contributions to the Interest Free Maintenance Security Deposit as and when any demand for this purpose is raised by the Company or the Maintenance Agency. Whenever applicable, the Applicant shall also be liable to make the payment in respect of special capital equipment meant for the common benefit or use of all the residents of the Project or for any other facilities as may be required in general or as specified by the Government or the concerned Authorities.
11. That the Applicant shall be provided _____ Car Parking Space(s) for exclusive right to use at the designated locations earmarked by the Company, in the Project. That the Applicant understands that the Parking Space(s) which would be allotted to it shall be an integral part of the Unit and these cannot be sold or transferred separately. The Applicant shall be allotted the pre-designated Car Parking Space(s) for the said Unit at the time of handing over the possession of the Unit to the Applicant. The Applicant also understands that the Applicant shall not have any ownership rights over the Car Parking Space(s) and it shall have only the exclusive right to use the Car Parking Space(s), which shall stand automatically transferred alongwith the transfer of the Unit. All clauses of this Application and Flat Buyers Agreement pertaining to the Unit including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the allotted Parking Space(s).



12. All payments to be made by the Applicant under this Application shall be by way of a Cheque / Demand Draft / Banker's Cheque / RTGS payable at par at New Delhi in favour of "**HAAMID REAL ESTATES PRIVATE LIMITED ESCROW ACCOUNT**". All payments shall be subject to realisation. The date of credit into the above account shall be deemed to be the date of payment.
13. The Company is in the process of developing the Project in accordance with the tentative layout and buildings plans, which have been seen by the Applicant. However, if any alterations, revisions, modifications or changes are required in the layout plans, building plans and / or drawings, whether by Government, DGTCP or any other competent statutory authority(ies) or due to technical reasons or otherwise required by the Company in the best interest of the Project, the Applicant shall have no objection to the same and shall abide by such changes, alterations, modifications etc. and shall fully support and cooperate with the Company in this matter. The Applicant further understands and agrees that although every attempt shall be made by the Company to adhere to the size, location, product mix and super area of the Unit, however, in the event that there is any change in the Unit's location or product mix or variation in its size to the extent of $\pm 5\%$ at the time of final measurement, the Applicant shall accept the same and the applicable PLC or the Sale Consideration agreed herein or other charges, as the case may be, shall either be payable or refundable in proportion to such variation without any interest thereon and no other claim, whatsoever, monetary or otherwise shall lie against the Company in any manner whatsoever by the Applicant.
14. In the event that variation in the Super Area of the Unit is greater than $\pm 5\%$, at the time of final measurement and the same is not acceptable to the Applicant, every attempt shall be made by the Company to offer the Applicant an alternative Unit of a similar size within the Project subject to availability. In the event that such an alternate Unit is available and the Applicant accepts the alternative Unit, the Sale Consideration and all other charges including PLC shall be payable for the alternative Unit at the rates agreed herein. No other claim, whatsoever, monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant against the Company.

In the event that Applicant does not accept such substitute Unit or if there is no other Unit of a similar size at another location, then the Applicant shall be refunded its paid up Sale Consideration with simple interest at the rate of 18% per annum, after deducting any amount paid as interest or penalty by the Applicant on any delayed payment, within 3 (three) months of the Applicant's intimation of non-acceptance of substitute unit to the Company. No other charge, lien, claim, monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant.
15. The Applicant understands and acknowledges that on account of modifications to the Layout Plan and / or for other reasons, when constructed, the Project may not include the Unit. In such an event, the Applicant shall be offered a similar unit at an alternative location within the Project. In the event the Applicant accepts the alternative unit, the Sale Consideration and all other charges including PLC shall be payable for the alternative unit at the rates agreed herein. However in the event there is no alternative unit available or if available, the same is not acceptable to the Applicant, the paid up Sale Consideration received against the Unit by the Company shall be refunded to the Applicant, along with simple interest thereon at the rate of 18% per annum within 3 (three) months of the Applicant's intimation of non-acceptance of alternate unit to the Company. No other claim, charge, lien whatsoever, monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant.



16. The Company reserves its right to effect suitable changes and alterations in the Layout Plan, building core, lobbies, common areas, service areas, elevations, massing, specifications, features, height, width, finishing (internal and external), materials to be used, electricity load, power etc., of the Project at any time and in any manner it thinks fit and proper for the betterment of the Project.
17. The Company shall have the absolute right to make additional construction anywhere in the Project, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or for any other reason whatsoever to the extent permissible by the Government or Competent Authorities. The Company shall have the absolute right to transfer such additionally constructed areas / units in any manner whatsoever as the Company may in its absolute discretion deem fit. The Company and the transferees of such additional construction shall have the same rights as the Applicant with respect to the Project including the right to be member of the Society / Association of Unit Owners to be formed and an equal right to use of the common areas and other common amenities of the Project.
18. The Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Application / Flat Buyers Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant.
19. The Company shall adjust all the amounts received from the Applicant first towards interest on overdue installments and then towards the overdue installments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues / charges for which the payment is tendered.
20. That the Applicant understands and agrees that it shall not transfer / assign its rights / allotment in favour of any third party before the expiry of _____ months from the realisation of the booking money paid by the Applicant in favour of the Company. However the Company may at its sole discretion permit the transfer / assignment, subject to payment of transfer charges as may be decided by the Company from time to time and subject to compliance by the Applicant of the applicable laws, rules, regulations and the directions of the Company, Government, Competent Authorities etc. including the liability for payment of tax, penalty or duties etc., or as the case may be. The Transferee shall attorn to the terms and conditions of this Application and the Flat Buyers Agreement.
21. That the Applicant shall get possession of the Unit only after the Applicant has fully discharged all his obligations and complete payment of Sale Consideration against the Unit has been made and all other applicable charges / dues / taxes of the Applicant have been paid. Conveyance / Sale Deed / necessary transfer documents in favour of the Applicant shall be executed and / or registered upon payment of the entire Sale Consideration and other dues, taxes, charges etc. in respect of the Unit by the Applicant. After taking the possession of the Unit, it shall be deemed that the Applicant has satisfied himself / itself with regard to the construction or quality of workmanship.
22. The Applicant agrees and undertakes that it shall not modify any structure, cover the balconies, pergolas etc. or raise any illegal construction in the Unit nor encroach upon or occupy any common area or any area falling outside the Unit. The Unit shall solely be used for residential purpose and for no other purpose and further the Applicant shall not conduct any illegal or immoral activities from or in the Unit. The Applicant further undertakes not to carry on any activity from and on the Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners / occupants of the Project.
23. The Applicant is hereby informed that the Company has raised finance and has created mortgage on the Project.



The No Objection Certificate / Permission of the mortgagee would be provided for sale of the Unit, if required, on or before the execution of the Sale Deed / Conveyance Deed / transfer documents of the Unit.

24. That the Applicant, after allotment of the Unit, may at its option raise finance or loan for purchase of the Unit. However getting the loan sanctioned and disbursed shall be the obligation of the Applicant. In the event of the Applicant's loan not being sanctioned / disbursed or the same gets delayed on any reason whatsoever, the payment to the Company as per payment schedule opted by the Applicant shall not be delayed by the Applicant. Further for the Applicant, who has opted for long term installment payment plan arrangement with any financial institutions / banks, the Conveyance / Sale Deed of the Unit in favour of the Applicant shall be executed only upon the Company receiving no objection certificate (NOC) from such financial institutions / bank. It has been agreed and undertaken by the Applicant that the Company shall not have any financial obligation / liability towards such financial institutions / banks etc. and the Applicant shall always keep the Company and the Project fully indemnified and harmless against the same.
25. The Applicant understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the Unit in favour of the Applicant. The Applicant clearly understands that for ultimate Conveyance of the Unit in favour of the Applicant, due and faithful performance by the Applicant of all its obligations agreed and undertaken herein is necessary.
26. The Applicant confirms and assures the Company that it has read and understood the Haryana Apartment Ownership Act, 1983, and other applicable Acts / Rules and the implications thereof in relation to the Project and the Applicant further confirms that it shall comply, as and when applicable, and from time to time, with the provisions of the applicable Acts / Rules or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application / Unit.
27. The Applicant understands and agrees that the Company retains its right to reject any Application, prior to the signing of the Flat Buyers Agreement, without assigning any reasons whatsoever and the Allotment is entirely at the discretion of the Company and refund the Application Money, without any interest or any other compensation of any nature whatsoever, within thirty days of such rejection.
28. The Applicant hereby agrees to execute all the documents, including the Flat Buyers Agreement or any other agreement by whatsoever name called, as per the Company's format as and when called upon to do so. If, however, the Applicant fails to execute the said documents within the time line stipulated by the Company, then this Application, at the Company's discretion, may be treated as cancelled / terminated and would be liable for deductions and charges as defined in Clause 33 hereunder. Consequently, the Applicant shall be left with no right, interest or claim in the Unit and no compensation or interest or any charges shall be paid by the Company to the Applicant.
29. The structures comprising the Project, including the Building in which the Unit is located may be insured against fire, earthquake, riots and civil commotion, terrorism, etc., by the Company / Maintenance Agency on behalf of all the owners of the Project and the proportionate cost thereof shall be payable by the Applicant according to the pro-rated Super Area of the Unit. However, all the personal belongings, fixtures and valuables whatsoever of the Applicant contained in the Unit shall be insured by the Applicant at its own cost. The cost of insuring the building structure shall be recovered from the Applicant as a part of total Maintenance Charges and the Applicant hereby agrees to pay the same. The Applicant shall not do or permit to be done any act or thing which may render void or voidable the insurance of any Unit or any part of the construction / buildings comprising the Project or cause



increase in the premium to be paid in respect thereof in which event the Applicant shall be solely responsible and liable.

30. The Applicant agrees to join society / association(s) of the Project and to pay the applicable fees thereof and complete such documentation and formalities as may be deemed necessary by the Company.
31. The Project falls within the new Master Plan of Gurgaon and the site of the Project may not have the infrastructure in place as on the date of booking or at handing over of possession, as the same is to be provided by the Government / Nominated Government Agency. Since this is beyond the control of the Company, therefore, the Applicant shall not claim any compensation for delay / non-provision of infrastructure facilities and / or consequent delay in handing over the possession of the applied Unit in the Project.
32. The Applicant shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers and agreement(s), as required, in pursuance to the allotment and to do all acts, deeds and things as Company may require in the interest of the Project and Unit. In case of Joint Applicant, any document signed / accepted / acknowledged by the First Applicant shall be binding upon the other joint Applicants.
33. That due performance of all the obligations under this Application / Flat Buyers Agreement and more specifically the timely payment of the Sale Consideration and other applicable dues and charges under the Payment Plan agreed by the Applicant shall be the essence of this Application / Flat Buyers Agreement. In the event of the failure, neglect, omission or ignorance of the Applicant to perform its obligations or fulfill all the terms and conditions set out in (i) this Application, the Company may cancel the allotment of the Unit and forfeit the Earnest Money and other amounts due and payable to it on account of any interest accrued on delayed installments, late payment charges, applicable taxes and any Brokerage / Commission paid to any Broker and refund the balance amount, without any interest or any other compensation of any nature whatsoever, within three months of such cancellation; (ii) the Flat Buyers Agreement, the Company may cancel the allotment of the Unit and forfeit the Earnest Money and other amounts due and payable to it on account of any interest accrued on delayed installments, late payment charges, applicable taxes and any Brokerage / Commission paid to any Broker and refund the balance amount, without any interest or any other compensation of any nature whatsoever, upon realizing such refundable amount on further sale of the Unit to any other party.

Upon such cancellation, the Applicant shall be left with no right, title, lien, charge or interest over the Unit or the Project or the Company in any manner whatsoever. Subsequent deposit of such delayed installment(s) / payment(s) along with delayed interest shall however not constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Application / Flat Buyers Agreement. The provisions of this clause shall also be applicable in case the Applicant fails to execute the required documents in respect of the Unit, as and when called upon by the Company to do so.

- a) In the event the Applicant fails, neglects and / or delays the payment of installments and other charges then, notwithstanding the right of the Company to cancel such allotment at its sole discretion at any time after such default in such payment occurs, the Company at its sole option and discretion may waive such failures, neglects and / or delays in such payment but on the condition that the Applicant shall over and above pending payment, shall also pay simple interest on the payment due from the due date of outstanding payment charged at the rate of interest of 18% per annum till the date of actual payment made by the Applicant to the Company.



b) In case the Applicant withdraws this Application for any reason whatsoever, other than as provided under clause 14 and 15 of these terms and conditions, at any point of time, then the Company at its sole discretion may cancel / terminate this Application and after forfeiting the Earnest Money and other amounts due and payable to it, as stated herein above, shall refund the balance amount to the Applicant without any interest and compensation whatsoever, upon realizing such refundable amount on further sale of the Unit to any other party.

34. The compliance of the terms and conditions of this Application and the Project by the Company shall be subject at all times to Force Majeure conditions as defined below:-

The Company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company. Such act shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and / or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Company's ability to perform its obligations. Such events and circumstances shall include but not be limited to (a) Acts of God such as fire, drought, lightnings, cyclone, tornado, floods, earthquake, epidemics, natural disasters or deaths or disabilities etc.; (b) explosions or accidents, air crashes and shipwrecks; (c) strikes or lock outs, curfew, industrial / labour dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-procurement of any approval from any Governmental authority or imposition of any adverse condition or obligation in any approvals from any Governmental authority, including delay in issuance of the Occupation Certificate, Completion Certificate and / or any other approvals / certificate as may be required; (g) change in Governmental policy or 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 the Company from complying with any or all the terms and conditions as agreed in this Application / Flat Buyers Agreement or which directly affect the Project; (h) any events or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to reasonable extension of time for performance of its obligations or to otherwise entirely abandon the Project.

35. Subject to Force Majeure, as defined herein and further subject to all of the unit holders of a particular Tower of which the Unit form part of, having complied with all its obligations under the terms and conditions of this Application / Flat Buyers Agreement and the Applicant not being in default under any part of this Application / Flat Buyers Agreement including but not limited to the timely payment of the Sale Consideration and other charges and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the possession of the Unit to the Applicant within a period of 36 (Thirty Six) months from the date of commencement of construction of the Project, which shall mean the date of commencement of the excavation work at the Project site and this date shall be duly communicated to the Applicant ("**Commitment Period**"). The Applicant further agrees and understands that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days ("**Grace Period**"), after the expiry of the said Commitment Period to allow for any contingencies or delays in obtaining the Occupation / Completion Certificate etc., of the Project from the concerned Authorities / Departments. Subject to the condition contained herein, and further subject to the Applicant having complied with all its obligations under the terms and



conditions of this Application / Flat Buyers Agreement, if the Company fails to offer possession of the Unit to the Applicant by the end of the Grace Period, it shall be liable to pay to the Applicant compensation for every month of delay thereafter until the actual date of handing over of possession of the Unit to the Applicant, ("**Delay Compensation**") calculated as follows:

- i) Delay upto 6 months from the end of the Grace Period: ₹ 5/- (Rupees Five only) per sq. ft. of Super Area of the Unit
- ii) Delay between 6 and 12 months from the end of the Grace Period: ₹ 7.50/- (Rupees Seven and Paise Fifty only) per sq. ft. of Super Area of the Unit
- iii) Delay beyond 12 months from the end of the Grace Period: ₹ 10/- (Rupees Ten only) per sq. ft. of Super Area of the Unit.

36. Notwithstanding any other provisions of this Application / Flat Buyers Agreement, the Applicant agrees that if it fails, ignores or neglects to take the possession of the Unit in accordance with the Notice / Offer of Possession sent by the Company, the Applicant, besides payment of maintenance charges, shall also be liable to pay charges per month ("**Holding Charges**") calculated as follows:

- i) Delay upto 6 months from the date of Offer of Possession: ₹ 5/- (Rupees Five only) per sq. ft. of Super Area of the Unit
- ii) Delay between 6 and 12 months from the date of Offer of Possession: ₹ 7.50/- (Rupees Seven and Paise Fifty only) per sq. ft. of Super Area of the Unit
- iii) Delay beyond 12 months from the date of Offer of Possession: ₹ 10/- (Rupees Ten only) per sq. ft. of Super Area of the Unit.

The Holding Charges shall be a distinct and separate charge and not related to any other charges / consideration as provided in this Application.

37. The Applicant agree(s) that in case the Company is unable to deliver the Unit to the Applicant for its occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other Authority; (b) if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project for any reason whatsoever or; (c) If any matter, issues relating to such approvals, permission, notices, notifications by the Competent Authority(ies) become subject to any suit / writ before a Competent Court; then the Company may delay the Project without any objection from the Applicant or at its option cancel the Allotment of the Unit in which case the Company shall only be liable to refund the amounts received from the Applicant without any compensation whatsoever within 90 (ninety) days of such cancellation.
38. The Company shall also be entitled to and hereby reserves its right to cancel the allotment / terminate this Application/ Flat Buyers Agreement in the manner described above, in case in the opinion of the Company, (a) the allotment of the Unit has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or the Maintenance Agency or by any statutory body or Competent Authority(ies) / Department(s).
39. The Applicant agrees and understands that the price of the Unit shall be based on the price of materials and labour charges pertaining thereto on the date when the excavation work at the Project site commences, which date shall be duly communicated to the Applicant. If, however, during the progress of construction upto the



expiry of 36 months or 42 months (including grace period), as the case may be, from the abovementioned date, there is an increase / decrease in the price of the materials used in the construction work and / or labour charges (hereinafter referred to as "**Escalation Charges**"), the same shall be recoverable / payable respectively from / to the Applicant / Allottee.

In order to ensure a fair and transparent methodology for computation of Escalation Charges, the Company shall take the respective Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel & power, other building construction material and labour as the basis of such computation and the Applicant / Allottee agrees and accepts, that by choosing these independent RBI Indexes, the Company is ensuring the highest level of fairness and transparency. The respective RBI Indexes for the computation of the Escalation Charges in the cost of construction and labour cost are as below:-

- a. Steel - Index published as Steel - Long in the category of Basic Metals, Alloys & Metal Products.
- b. Cement - Index published as Cement & Lime in the category of Non-Metallic Mineral Products.
- c. Fuel & Power- Index published as Fuel & Power
- d. Other Building Construction materials - Index published as All Commodities in the Index Numbers of Wholesale Prices in India.
- e. Labour - Index published as Consumer Price Index Numbers for Industrial Workers of Delhi.

It is mutually agreed and binding between the Applicant / Allottee and the Company that 50% of the Basic Sale Price of the Unit, shall be treated as construction cost for the purpose of computation of Escalation Charges. It is further mutually agreed that within the above stated construction cost, the components of steel, cement, other construction materials, fuel & power and labour shall be 15%, 10%, 40%, 5% and 30% respectively of the construction cost. Escalation Charges shall be computed at the expiry of 36 months or 42 months (including grace period), as the case may be, from the abovementioned excavation date. The RBI indexes for the month in which excavation begins and 36th month or 42nd month (including grace period), as the case may be, shall be taken as the opening and closing indexes respectively to compute the Escalation Charges.

The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of Escalation Charges done by the Company from time to time. Such audited and verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Applicant / Allottee before the offer of possession of the Unit to the Applicant / Allottee. Escalation Charges, as intimated to the Applicant / Allottee shall be final and binding on the Applicant / Allottee. The Applicant / Allottee agrees and understands that any default in payment of the Escalation Charges shall be deemed to be a breach under the terms and conditions of the Application / Flat Buyers Agreement. No possession shall be handed over to the Applicant / Allottee unless Escalation Charges are paid in full along with delayed interest, if any. An example enclosed herewith as **Annexure-C** illustrates the computation of Escalation Charges.

40. The Applicant agrees that the Company shall have the right to transfer / assign the Project or the development rights of the Project, as the case may be, in whole or in part, to any entity by the way of sale / merger / amalgamation or any other arrangement as may be decided by the Company without any intimation, written or otherwise, to the Applicant and the Applicant hereby agrees to such right of the company and confirms not to have any objection in this regard at any time in the future.



41. The Applicant agrees to pay interest @ 18% (eighteen percent) per annum on all delayed payments for the period of delay.
42. The Applicant shall indemnify and undertakes to keep the Company, its directors, representatives, assignees and nominees saved, indemnified and harmless from and against all losses, damages, liabilities and consequences resulting from nonpayment, nonobservance or breach by the Applicant of any law or representations, covenants, conditions, warranties and undertakings of the Applicant.
43. The building plans, designs, layouts, specifications of the building(s) / Project and the amenities and the facilities as shown in various booklets / inserts of the application form shall be subject to changes / variations. The Company may affect such variations, revisions, additions, alterations, deletions and / or modifications therein as it may deem appropriate in the best interest of the Project or due to technical reasons or as may be directed by competent authorities and statutory bodies.
44. The Applicant agrees that the Company shall have the right to decide which block(s) / tower(s) to construct first. All the block(s) / tower(s) may not be constructed simultaneously and the Applicant shall have no objection to the same.
45. The terms and conditions contained here shall be deemed to form part of the Flat Buyers Agreement to be executed between the Company and the Applicant and the allotments shall be subject to these terms and conditions. The Applicant shall have no objection to the allotment procedure and norms fixed by the Company.
46. In the event of there being more than one / joint applicants for the Unit, all communications, demand notices etc., shall be sent by the Company to that Applicant whose name appears first at the address given above. It shall be the responsibility of the first named Applicant to inform the Company by Registered A.D. / Speed Post A.D. about any subsequent changes in its address, if any, failing which all demand notices and letters posted at the latest address available with the Company will be deemed to have been received by the Applicant within 3 (three) days from the dispatch of the letter or receipt of the letter by the Applicant whichever is earlier. The Company on its part shall accordingly be bound to inform the first named Applicant of any change in the Company's address from the one given above.
47. In case the Applicant is NRI / PIO, the Applicant further agrees that the Applicant itself shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, FEMA or any other law(s), the Applicant shall alone be liable for any action under the provisions of relevant Act, Regulations etc. The Company accepts no responsibility and liability in this regard and the Applicant shall keep the company fully indemnified and harmless in this regard.
48. The Application not containing the PAN Number of the Applicant and other required details is liable to be summarily rejected. The Application Form should be signed by the Applicant, or by his / her / its registered Power of Attorney. Similarly, in the case of a Company / Firm applying for a Unit, the Application should be signed by its Authorised Personnel and must be accompanied by a corresponding Board Resolution /Authority Letter.



49. All or any disputes arising out of or touching upon or in relation to the terms of this Application / Flat Buyers Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Company, whose decision shall be final and binding upon the Parties. The Applicant hereby confirms that it shall have no objection to the appointment of such Sole Arbitrator and the Applicant hereby accepts and agrees that this shall not constitute a ground for challenge to the independence or impartiality of the said Sole Arbitrator to conduct the arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereto and shall be held at the Company's offices or at a location designated by the said Sole Arbitrator in Gurgaon. The language of the arbitration proceedings and the Award shall be in English. The Award of the Sole Arbitrator shall be final and binding on the Parties. Both the Parties will share the fees of the Arbitrator in equal proportion.
50. That the rights and obligations of the Parties under or arising out of this Application / Flat Buyers Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall, have the exclusive jurisdiction in all matters arising out of / touching and / or concerning this Application / Flat Buyers Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Application / Flat Buyers Agreement.

DECLARATION

I / We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I / We understand that the terms and conditions given above are of indicative nature with a view to acquaint me / us with the terms and conditions as shall be comprehensively set out in the Flat Buyers Agreement to be executed. Flat Buyers Agreement shall supersede this Application or any other prior communication. I / We are fully conscious that it is not incumbent on the part of the Company to send me / us reminders / notices in respect of my / our obligations as set out in this Application and / or the Flat Buyers 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 / Flat Buyers 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 representations made by the Company, I / We have now signed this Application Form and paid the monies thereof fully conscious of my / our liabilities and obligations including forfeiture of Earnest Money as referred in the Application. I / We further undertake and assure the Company that in the event of the 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 terms and conditions provided in this Application, I / We shall be left with no right, title, interest or claim on the Unit applied for and / or against the Company.

Signatures of: **Sole / First Applicant** **Second Applicant** **Third Applicant**

Date:

Place:



ANNEXURE-C

Computation of Escalation Charges is illustrated by way of an example hereunder:

Basic Sale Price say, ₹ 100

Construction Cost (50% of the Basic Sale Price): ₹ 50

Table A
Opening and Closing RBI Indexes

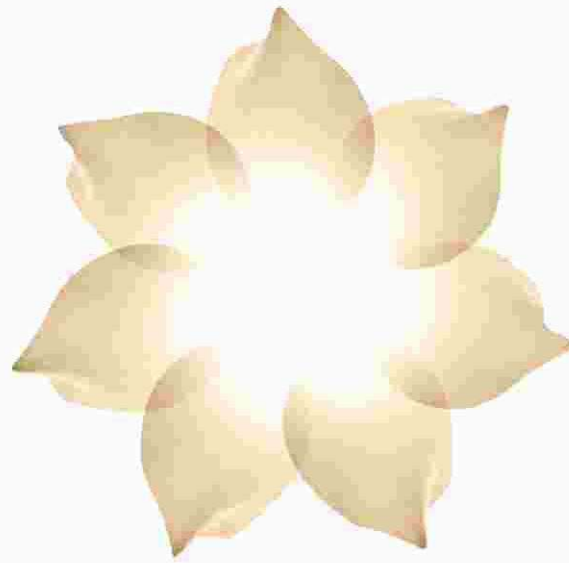
S. No.	Items	Weightages in Construction Cost	Assumed Opening RBI Indexes (Month of Excavation)	Assumed Closing RBI Indexes (after expiry of 36/42 months from the Month of Excavation)
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other Building Construction Material	40%	100	114
4	Fuel & Power	5%	100	110
5	Labour	30%	100	105

Table B
Computation of Escalation Charges

Formula : Construction Cost X Weight of the Item X {(Closing Index-Opening Index)/ Opening Index}

S. No.	Items	Calculations Illustration for the entire 36 / 42 month period	Escalation in ₹ for the 36 / 42 month period
1	Escalation in Steel	$50 \times 15\% \times (112-100) / 100$	0.90
2	Escalation in Cement	$50 \times 10\% \times (92-100) / 100$	-0.40
3	Escalation in Other Building Construction Material	$50 \times 40\% \times (114-100) / 100$	2.80
4	Escalation in Fuel & Power	$50 \times 5\% \times (110-100) / 100$	0.25
5	Escalation in Labour	$50 \times 30\% \times (105-100) / 100$	0.75
	Total Escalation percentage for 36 / 42 months period		<u>4.30</u>

Escalation Charges, as per this illustration, shall be ₹4.30 or 4.3% of the Basic Sale Price.



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