



Application Form



CLUB TERRACES

SARE Crescent ParC - Sector 92, Gurgaon



GURGAON | GHAZIABAD | AMRITSAR | CHENNAI | INDORE | PANVEL

Site Sales Office : SARE Crescent ParC Township, Sector- 92, Gurgaon

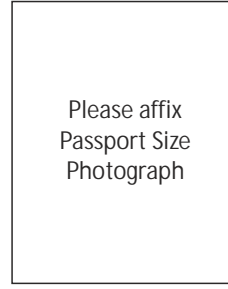
For more information contact : SARE Homes project services Pvt. Ltd. , Duet House Plot No. 46, Phase-IV, Gurgaon 122015

Ph. : +91 124 66 77 100, Fax: 91 124 6677777

E-mail: care.gurgaon@saregroup.com, Website : www.saregroup.com

APPLICATION FORM CLUB TERRACES

Application No.
Date.....
Flat No.
Customer Code No.



To,
M/s. Ramprastha SARE Realty Private Limited
Sector 92, Pataudi Road,
Gurgaon
Haryana

Sub: Application for Allotment of a Flat in your Group Housing Residential Project, CLUB TERRACES”, situated at Sector 92, Gurgaon.

Dear Sir,

I/We request that I/we may be considered for allotment of a Flat in the Group Housing Residential Project – CLUB TERRACES, being developed by the Company at Sector 92, Gurgaon (hereinafter referred to as the “Flat”). I/we opt to pay the Total Sale Consideration of the Flat along with other charges and deposits, as per stages provided in the payment plan.

I/We remit, herewith, a sum of Rs..... (Rupees..... only) by Demand Draft/Cheque bearing no..... dated drawn on favouring “Ramprastha Sare Realty Private Limited”, being prescribed booking amount as per the Price List (“Booking Amount”) or a sum of Rs..... (Rupees..... only) by demand draft/cheque no..... dated..... drawn on as token deposit (“Token Deposit”) out of the Booking Amount for the proposed allotment of the Flat. In case of non-realization of complete Booking Amount, for any reason whatsoever, the Company shall forfeit the partial booking amount paid by the Intending Allottee(s) and cancel the allotment.

In case where the Token Deposit is paid, I/ we undertake to pay the remaining Booking Amount on or before expiry of Ten (10) days from the date of this Application failing which I/ we understand that the Company has the right to cancel this booking and treat the Token Deposit paid by me/ us as forfeited. I/We understand and agree that upon such cancellation, I/we will cease to have any rights and/or interests in the allotment / registration / booking / Application in respect of the said Flat and all rights and interests in the said Flat shall solely vests in the Company.

I/We understand and agree that the submission of this signed application form and payment by me/us of the Booking Amount/ Token Deposit does not constitute a right, title or interest whatsoever in my/our favour in respect of the Flat applied for and nor shall it create or result in any obligations on the Company towards me/us, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. I/We agree and note that the allotment of the Flat is entirely at the sole discretion of the Company and the Company has the right to reject my / our application without assigning any reasons thereof and return the Booking Amount/ Token Deposit without interest.

I/We agree to pay future instalments of basic sale price and allied/ other charges and deposits as per terms and conditions of the allotment herein contained, and as per the payment plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Flat Buyer's Agreement containing detailed terms & conditions and other subsequent agreements on Company's format as and when called upon by the Company and unequivocally agree to abide by the terms and conditions laid down therein.

If, however, I / we fail to pay further instalments as per the payment plan, or execute the Flat Buyer's Agreement, as aforesaid, the Company shall be entitled to treat this Application / Flat Buyer's Agreement as cancelled, and forfeit the 10% of the Basic Sale Price (hereinafter referred to as “Earnest Money”), for which I/we shall raise no objection of any kind. I/We agree that the acceptance of my/our application by the Company do not entitle me/us to any right in the Flat until the Flat Buyer's Agreement is executed and all payments towards Basic Sale Price and allied/ other charges and deposits, in full, have been paid by me/us on or before the due dates.

I have read, clearly understood and agreed to abide by the terms and conditions enclosed with this Application, including those relating to payment of sale consideration and other charges including delayed payment charges, forfeiture of the Earnest Money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc., as laid down in this Application and its

Sole Allottee/ Joint Allottee

attachments. All the payments towards External/Infrastructure Development Charges including any increase thereof, retrospectively or prospectively, Preferential Location charges, Maintenance Charges, Service Tax and any other statutory charges or any enhancement or fresh incidence of tax, if any, retrospectively or prospectively, shall be payable by me/us, as and when demanded by the Company or its designated maintenance agency for the said Project. The stamp duty, registration fee and miscellaneous charges towards registration of conveyance deed shall be paid extra by the me/us.

Notwithstanding anything contained herein, I/we understand and agree that the validity of this Application shall be subject to realization of the amount tendered by me with this Application. I/We further agree that I/we shall abide by the terms and conditions of the Company that are in force or that may be brought into force from time to time, for allotment of the Flat.

Any reference in this Application to the singular i.e. "I/Me/My" includes the plural i.e., "We/Our/Us" in case of more than one Intending Allottee(s).

My/Our particulars are given below:

FOR SOLE OR FIRST INTENDING ALLOTTEE

Intending Allottee 's Name	<input type="text"/>																												
Father's / Husband's Name	<input type="text"/>																												
Date of birth (in DD/MM/YY)	<input type="text"/>						Nationality	<input type="text"/>																					
Qualification (s) / Profession	<input type="text"/>																												
Occupation & Designation	<input type="text"/>																												
Permanent Address	<input type="text"/>																												
	<input type="text"/>																												
	<input type="text"/>																												
Correspondence Address	<input type="text"/>																												
	<input type="text"/>																												
	<input type="text"/>																												
Telephone Nos. Residence	<input type="text"/>														Office	<input type="text"/>													
Mobile	<input type="text"/>																												
Email Address	<input type="text"/>																												
Passport No.	<input type="text"/>																												
Marital Status (Tick one)	Married	<input type="checkbox"/>	Single	<input type="checkbox"/>	No. of children	<input type="checkbox"/>																							
Resident Status (Resident/ Non Resident)	<input type="text"/>																												
Pan No.*	<input type="text"/>																												

* Attach Form 60 or 61, as the case may be, if PAN is not available

Co- Intending Allottee's

Co-Intending Allottee 's Name

Father's / Husband's Name

Date of birth (in DD/MM/YY) Nationality

Qualification (s) / Profession

Occupation & Designation

Permanent Address

Correspondence Address

Telephone Nos. Residence Office
Mobile

Email Address

Passport No.

Marital Status (Tick one) Married Single No. of children

Resident Status (Resident/ Non Resident)

Pan No.*

* Attach Form 60 or 61, as the case may be, if PAN is not available

FIRMS / SOCIETIES / TRUST / OTHERS

Name of the Firm /Society / Trust

Registration No. (if registered)

Registered Office / Office Address

Correspondence Address

Telephone Nos. Office Fax

Sole Allottee/ Joint Allottee

Email Address	
Name of Authorised Signatory	
Father's / Husband's Name	
Address of Authorised Signatory	

FOR COMPANIES

Name of the Company	
Registration No. (if registered)	
Registered Office / Office Address	
Correspondence Address	
Telephone Nos. Office	
	Fax
Email Address	
Name of Authorised Signatory	
Father's / Husband's Name	
Address of Authorised Signatory	

I/We enclose herewith self attested copies of following documents:

- 1) PAN Card
- 2) Identity Proof
 - a. Passport
 - b. Election Card
 - c. Driving License
 - d. Photo Identity issued by Government / Defence services / Public Sector undertaking with address
- 3) Resident Proof (in case permanent address is different from the address given in point 2 above)
 - a. Utility bill, which is not more than 3 months old
 - b. Bank statement / passbook not more than 3 months old containing residential address, along with the self-signed cheque from the same account and signed by the Intending Allottee
 - c. Letter from a recognized public authority or public servant verifying the address of the customer.
 - d. Domicile certificate with communication address Registered lease / leave and licence agreement with a utility bill in the name of the landlord.
 - e. Address proof in the name of the father / mother / spouse / blood relative of the Intending Allottee (s), with a supporting document that
 - f. establishes the relationship between the Intending Allottee (s) and the person in whose name the address proof is available.
- 4) Copy of Memorandum and Articles of Association and Board's Resolution (if Intending Allottee is a company)
- 5) Copy of Partnership Deed/Authority Letter/Resolution (if Intending Allottee(s) is partnership firm/ society/ trust)
- 6) All payment received from the Non Resident Indian Intending Allottee shall be from NRE/ NRO account only and Intending Allottee shall be required to provide copy of passport/ certificate of POI/ OCI.

* This application shall be considered incomplete if not accompanied by the required documents.

Sole Allottee/ Joint Allottee

DETAILS OF FLAT

Flat No.	Building No.	Flat Type	Floor
Saleable Area..... sq. mtrs. (.....sq. ft.)			

SALE DETAILS

Particulars	Details		Amount (In Rs.)
1. Basic Sale Price Less: Rebate, if any Basic Sale Price after rebate	Rs.....		
2. Preferential Location Charges	First Floor - Second Floor	Rs. 150/- per Sq. Ft.	
	Third Floor - Fourth Floor	Rs. 125/- per Sq. Ft.	
	Fifth Floor - Eighth Floor	Rs. 100/- per Sq. Ft.	
	Green Facing	Rs. 125/- per Sq. Ft.	
3. Fee for exclusive rights to use a. Covered/ Open car parking space (Mandatory) b. Additional covered car parking space	Rs. 2,50,000		
	Rs.....		
4. Club Membership Charges	Rs. 3,00,000		Rs. 3,00,000
5. Power Backup Charges (4 KVA)	Rs. 80,000		Rs. 80,000
6. Fire Fighting Charges	Rs. 75 per sq. ft.		
7. External Electrification Charges	Rs. 100 per sq. ft.		
8. EDC & IDC	Rs. 335 per sq. ft.		
	Total Sale Price		

Amount in Words :

Other Charges and Deposits (Payable at the time of Offer for Possession)

Particulars	Charges
Maintenance Charges	12 months in advance
Stamp Duty & Registration Charges	As applicable
Electricity & Water Supply Installation Charges	As per actual
Legal Documentation Charges	As per actual

Milestone Linked Plan	
Milestone	Percentage of payment
At the time of Booking	5%
Within 60 days of booking / 2 months***	7.5%
On casting of Ground floor roof slab / 8 months***	7.5%
On casting of 5th floor roof slab / 12 months***	10%
On casting of 10th floor roof slab / 16 months***	15%
On casting of 15th floor roof slab / 20 months***	15%
On casting of top floor roof / 24 months***	15%
On completion of internal brickwork / 28 months***	15%
On start of flooring and tiling / 32 months***	5%
On offer of possession	5%

DECLARATION

I/We the above Intending Allottee(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been mis-represented/concealed therefrom. I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same.

First/Sole Intending Allottee

Co-Intending Allottee

Name _____

Name _____

Sole Allottee/ Joint Allottee

NOTES:

- The rebate for early payment, if any shall be allowed as may be decided by the Company from time to time, at its sole discretion.
- Registration fees, stamp duty, maintenance security/charges, and other miscellaneous charges shall be borne and paid by the Intending Allottee (s), as applicable.
- Prices indicated above are subject to revision from time to time at the sole discretion of the Company.
- Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Intending Allottee(s).
- Service Tax, if any, shall be charged extra, as applicable.
- All taxes, charges, cess or fee, whatsoever or of any kind, levied or that may be levied in future, whether retrospective or prospective, shall be borne and paid by the Intending Allottee(s).
- All payments are to be made by demand draft/pay order/cheque only drawn in favour of Ramprastha Sare Realty Private Limited, payable at Delhi.

FOR OFFICE USE ONLY

Receiving Office	Accepted	Not Accepted
Application Money (Rs.)		Date Received
Application Money (Rs.)		Date Received

Broker Name:
Signature of the Intending Allottee(s)

Verified by:

BROAD INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT IN RESIDENTIAL PROJECT, "CLUB TERRACES" AT SECTOR 92, GURGAON.

The Intending Allottee (s) will be allotted the Flat on the following broad terms and conditions, and these terms and conditions shall be comprehensively set out in the Flat Buyer's Agreement (hereinafter referred to as the "Agreement"). The following terms and conditions amongst other terms and conditions are indicative in nature, and shall always remain binding on the Intending Allottee(s). The Intending Allottee(s) agree that the Company may at its sole discretions add to, modify or delete from these terms and conditions as provided in the subsequent agreements.

1. The Intending Allottee (s) declare that he/she/they are competent to make and submit the present Application for booking of the aforesaid Flat and there is no legal or contractual impediment or restriction on his/her/their making this Application or the payment tendered hereunder.
2. The Intending Allottee (s) confirms that he/she/they have been provided by the Company with all the relevant information, documents, plans, site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Company which includes License No. : 44 of 2009 dated 14.08.2009 and 68 of 2011 dated 21.07.2011 on Residential Group Housing colony on land measuring 48.818 acres, Licensee : S A Infracon Private Limited, Developer: Ramprastha Sare Realty Private Limited, Building Plan approval No. : ZP-562/JD(BS)/2012 dated 15.02.2012 for 2613 Apartments including of 462 EWS, Provision for Community Building/Club House, Four Nursery Schools, Two Primary Schools, One High School, Dispensary, and Religious Building and area for Convenient Shopping, Copies of approvals can be seen with prior intimation at SARE Crescent ParC, Sec92, Gurgaon. The Intending Allottee(s) has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the owners / Company in the land on which the Project is being developed, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on his/her/its/their own judgment and investigation while deciding to apply for allotment. The Intending Allottee(s) confirms that no further investigation in this regard is or shall be required by him/her/them. I have not relied upon and/or been influenced by any architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or channel partners or otherwise including but not limited to any representations relating to the description or physical condition of the Project and/or the Flat sought to be allotted in the said Project.
3. The Intending Allottee(s) fully understands that any community/recreational facilities developed by the Company shall vest with the Company or its nominee which shall have the exclusive right to deal with such facilities in any manner as deemed fit and proper by the Company. The right of usage of community/recreational facilities, shall be limited to the Intending Allottee(s) (and the occupants of the Project claiming under them) and their dependents or such other persons / entity as may be decided by the Company in its sole discretion within the Project only and is subject to the fulfillment of the terms and conditions as may be stipulated by the Company. The Intending Allottee(s) authorizes the Company or the designated maintenance agency nominated by the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said community/recreational facilities and upon intimation of the formalities to be complied, the Intending Allottee(s) undertakes to fulfil/comply with the same.
4. The Intending Allottee (s) shall be liable to pay a sale price of Rs. _____ (Rupees _____) towards Basic Sale Price, PLC and Allied charges) and other charges and deposits (collectively "Total Sale Consideration") for the purchase of the Flat as per the payment plan. The Company has calculated the Total Sale consideration payable by the Intending Allottee (s) for the Flat on the basis of the Saleable Area of the Flat.
5. For the purpose of calculating the Total Sale Consideration of the Flat, the Saleable Area shall include the entire covered area of the said Flat inclusive of area under periphery walls, area under columns & walls within the said Flat, half of the area of the walls common with other apartment, area of plumbing and electrical shafts of the said Flat, which forms integral part of the Flat.
6. The Intending Allottee(s) declare that this Application is made solely for his/her/them and in the event, he/she/they intend to transfer this booking either in the name of any third party, he/she/they shall obtain the prior written consent of the Company, which may grant or refuse permission in its sole discretion, and pay the necessary transfer charges of 0.5% of Total Sale Consideration for the first transfer and also subject to the conditions/compliances as may be required to be fulfilled by the Intending Allottee(s) as a pre-condition for such permission including but not limited to submission of NOC from bank/financial institution. Transfer charges for the second and subsequent transfers imposed will be decided and imposed by the Company from time to time. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer. In the event of any imposition of executive instructions at any time after the date of the Application to restrict nomination/ transfer/ assignment of the Flat by any authority, the Company will have to comply with the same and the Intending Allottee(s) has specifically agrees and acknowledges the same.
7. It shall be an essential condition of allotment that the Flat shall not be used for any purposes other than for residential purposes. The Intending Allottee(s) agrees and undertakes that he shall maintain the Flat at his own cost and in a good condition and shall not do or cause to be done anything in or around the Flat which may be against the rules or bye-laws of the municipal corporation or any other authority. The Intending Allottee(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Flat or any part thereof.
8. The Intending Allottee(s) hereby agrees to pay additionally the preferential location charges ("PLC") in a manner and within the time as stated in the payment plan. However, the Intending Allottee(s) has specifically agreed that if due to any change in the building or flat layout plan, the Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by him/her/them and such refund shall be adjusted in the last instalment as stated in the payment plan. If due to any change in the layout plan, the Flat becomes preferentially located, then the Intending Allottee(s) shall be liable and agrees to pay additional preferential location charge as may be demanded by the Company.
9. The Intending Allottee(s) agrees and gives his consent that in case at any point of time during the construction/development of the said Project or thereafter, if FAR is increased due to government policy or for any reason whatsoever then the Company shall be entitled to utilize the same and may build additional units, subject to necessary approvals.
10. The Intending Allottee(s) understands and agrees that the Company may carry out extensive developmental/construction activities in future in the entire area falling outside the plot/land on which said Flat is proposed to be constructed. The Intending Allottee(s) has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and understood by the Intending Allottee(s) that he/she shall have no right including right of ownership in the land(s), facilities and amenities, save and except as specified herein.
11. The Intending Allottee(s) shall be granted exclusive rights to use 1 (one) covered parking space on payment of fee as provided in the payment plan. The Intending Allottee(s) agrees that reserved car parking space shall be an integral part of the Flat and cannot be sold or dealt with independent of the Flat. All clauses of this Application and Flat Buyer's Agreement pertaining to allotment, possession, cancellation etc., shall apply mutatis mutandis to the said reserved parking space, wherever applicable. Rights to use additional covered parking space may be granted by the Company on payment of extra fee by him/her/them subject to availability of the same as provided in the payment plan.
12. The Earnest Money for the purpose of this Application and Agreement shall always be 10% of the Basic Sale Price that may be applicable from time to time. The Earnest Money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee(s) and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment/transfer including non-payment of due instalment of Total Sale Consideration as per the payment plan herein provided or as set out in the Agreement or Intending Allottee(s) do not execute the Agreement and other subsequent agreement within the time period stipulated by the Company for this purpose or if any information provided by Intending Allottee(s) are found to be false or misleading. In the eventuality of withdrawal / cancellation, the Earnest Money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the Intending Allottee(s), without any interest and such refund shall be made only once the Flat is re-allotted / sold to any other person(s).
13. The payment on or before due date of the instalment of Total Sale Consideration by the Intending Allottee(s) as per the payment plan and as demanded by the Company from time to time is the essence of the allotment. In case, the Intending Allottee(s) fails to make the payments, as aforesaid, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and recover the brokerage ("Marketing Fee"), if any, paid by the Company related to the said Flat and the Intending Allottee (s) shall be left with no right in the Flat. In such a case, after recovery of forfeited Earnest Money and Marketing Fees the balance amount paid, if any, will be refunded, without any interest, and such refund shall be made only once the Flat is re-allotted / sold to any other person(s). Intending Allottee(s) understand and agree that upon such cancellation, he will cease to have any rights and/or interests in the allotment / registration / booking / Application / Agreement in respect of the Flat and all rights and interests in the Flat shall solely vests in the Company. However, without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee in not making payments within the stipulated time by the Intending Allottee(s) on the condition that the Intending Allottee(s) shall pay to the Company interest which shall be charged @ 18% per annum and restore the allotment of either the cancelled Flat or any other alternate Flat, at the Company's sole discretion, and on such terms and conditions as it may deem fit.
14. The Intending Allottee(s) has been made to understand and is aware that the Project is self-financed and the completion and progress of construction is subject to timely receipt of instalments and other charges as per the payment plan.
15. The Intending Allottee(s) hereby agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/security/certification of his respective Flat or the receivables, if any, accruing or likely to accrue therefrom, subject to the Flat being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Intending Allottee(s) or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the Flat for all its dues and other sums payable by the Intending Allottee(s) or in respect of the loan granted for the purpose of the development of the Project.
16. In case the Intending Allottee(s) wants to avail of a loan facility from his employer or finance institutions to facilitate the purchase of the Flat applied for, the Company shall facilitate the process subject to the following: (a) the terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee(s) only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Intending Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Company, as per schedule, shall be ensured and sole responsibility of the Intending Allottee(s), failing which, the Intending Allottee(s) shall be governed by provisions contained in clause 13 above. (c) In case of default in repayment of dues of the financial institution/agency by the Intending Allottee(s), the Intending Allottee(s) authorize the Company to cancel the allotment of the Flat and repay the amount received by the Company till that date after deduction of Earnest Money, directly to financing institution/agency on receipt of such request from financing agency without any reference to the Intending Allottee(s).
17. The Intending Allottee(s) understands that the compliance hereof, by the Company shall be subject at all times to Force Majeure circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to acts of God, i.e. a) fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute, dispute with contractor (s)/ work force etc.; d) non-availability of cement, steel, water, power or other construction materials / supplies due to any reason whatsoever; e) war and hostilities of war, riots or civil commotion; f) non-grant 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) 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 Agreement; h) economic recession; i) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to corresponding extension of time for performance of its obligations under this Agreement. The Intending Allottee(s) agrees that in case the Company is unable to deliver

Sole Allottee/ Joint Allottee

the said Flat and/or allot parking space(s) due to the above, the Company may cancel the allotment of the said Flat and shall only be liable to refund the amounts received from the Intending Allottee(s) without any interest or compensation whatsoever.

18. The Intending Allottee(s) has seen and accepted the layout plans, building plans, designs and specifications, which are tentative and the Intending Allottee(s) authorize the Company to effect suitable and necessary alterations/modifications in the same as the Company may deem fit or as directed by any competent authority(ies). However, in case of any alterations / modification resulting in more than +/- 1% (one percent) change in the Saleable Area of the Flat any time prior to and upon the grant of completion certificate, the Company shall intimate to the Intending Allottee(s) in writing the change thereof and the resultant change, if any, in the price of the Flat shall be paid by the Intending Allottee(s) or refunded / adjusted in the Total Sale Consideration as the case may be. The Company may on its own provide additional / better specifications and / or facilities other than those specifications provided in the brochure due to technical reasons or for reasons of over-all betterment of the Project and the proportionate cost of such changes shall be borne by the Intending Allottee(s).
19. If the Company is unable to carry out the constructions of any of the said building or the said Flat or is unable to construct and hand-over the possession of the said Flat for any reason whatsoever, the Company shall endeavour to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the Intending Allottee(s) or non-availability of the alternate flat, the Company shall refund only the actual amount received from the Intending Allottee(s) till then and shall not be liable to pay any damages/compensation or interest to him/her/ them, whatsoever. The Intending Allottee(s) irrevocably agrees not to raise any demand/claim against the Company on account of it not being to construct and hand-over the said Flat or not providing any alternate flat.
20. Any charges, levies, taxes or fee, in whatever manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, whether retrospective or prospective, either on the Flat / land or on the construction of the Project or on the input or materials or equipment's used or supplied in execution of or in connection with the construction of the Flat at any time, in future, by any statutory body, or by the Central/State Government/local bodies, shall be paid by the Intending Allottee(s) only on pro-rata basis and the Intending Allottee(s) shall keep the Company duly indemnified for the same.
21. In case of any revision in the External or Infrastructure Development Charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future whether retrospectively or prospectively, with respect to the Project, the same shall be binding on the Intending Allottee (s) and shall be charged to the account of the Intending Allottee (s) on pro-rata basis and be payable to the Company on demand.
22. The charges for providing electricity connection charges, water connection, telephone/ internet charges including security deposit for sanction and release of such connection in the Flat shall be payable by the Intending Allottee(s) in addition to the Total Sale Consideration as prescribed herein. If, however, due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Company, additional fire safety measures/ other measures are undertaken then the Intending Allottee(s) shall be liable to pay proportionate charges, as may be determined by the Company in its absolute discretion.
23. The Company shall endeavour to handover possession of the Flat within a period of 36 (Thirty Six) months from the date of sanction of building plans and receipt of all other approvals required for start of construction, subject to timely payment by the Intending Allottee(s) towards Total Sale Consideration, as demanded in terms of the Agreement. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure and timely and prompt payment of all instalments and completion of formalities required. The Company shall be entitled to six (6) months additional period in the event there is a delay in handing over of the possession of the Flat. Subject to remittance and adherence of the terms and conditions of this Application and Agreement and Clause 17 herein, in case of delay beyond a period of six (6) months and such delay is attributable to the Company, the Company shall be liable to pay compensation @ Rs. 5.00 per sq. ft. per month of the Saleable Area of the Flat for the period of further delay.
24. The Company shall nominate/ appoint a maintenance service provider or any other agency or entity ("Maintenance Agency") in order to secure adequate maintenance services and upkeep of the common services, facilities and infrastructure in the Project, till such time, the same is taken over by the local authorities under the provisions of the relevant laws. The Intending Allottee(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the maintenance service provider/ Company, which is applicable to all the Flat owners and the maintenance charges shall be elaborately described therein. The Intending Allottee(s) agrees to deposit with the Company or the Maintenance Agency as the case may be, an interest free maintenance security ("IFMS") deposit. The IFMS shall be payable at the rate and in the manner indicated in the payment plan.
25. The Intending Allottee(s) shall at the time of possession, pay advance maintenance charges for a period of 12 (Twelve) months forward, at the rates determined by the Company / maintenance agency. The Intending Allottee(s) agrees to pay to the Company or the maintenance agency, monthly maintenance charges as demanded by the Company / maintenance agency, from the date notified by the Company for taking over possession of the Said Flat, at the rates determined by the Company / maintenance agency, in which case the Intending Allottee(s) shall be liable to pay the same within the date notified, failing which interest @ 18% p.a. shall be charged for the period of delay. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee(s) is in occupation of the Flat or not. It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the maintenance agency. In addition, a sinking fund may be created and will be paid extra by the Intending Allottee(s). The maintenance charges may be also realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise.
26. Further, the monthly maintenance charges as intimated to the Intending Allottee(s) by the Company, shall be payable by the Intending Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay. In case of failure of the Intending Allottee(s) to pay the monthly maintenance charges on or before the due date, the Company/ Maintenance Agency will be entitled to effect disconnection of services to the Intending Allottee(s) that may include disconnection of electricity/water/sewer/power back-up, and debarment from usage of any or all common facilities within the Project. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the Flat by the Intending Allottee(s).
27. All charges payable to various department for obtaining services/ connections to the Flat like electricity, telephone, water etc., including security deposits for sanction and release of such connection will be payable by the Intending Allottee(s). The Intending Allottee(s) shall be liable to pay monthly electricity consumption charges and power back-up charges in respect of the Flat. The Intending Allottee(s) shall also be liable to pay the municipal / house / property tax, by whatever name called, and water tax etc., in respect of the Flat from the date of levy thereof.
28. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in the Project for organizing meetings and small functions, the same shall be used on payment basis after prior permission from the Company / Maintenance Agency.
29. The Intending Allottee(s) shall be required to become a member of the club and shall be liable to pay to the Company charges for club facilities as per the payment plan. The membership of the club is mandatory by the Intending Allottee(s). In addition, Intending Allottee(s) shall be liable to pay to the Company or its nominated agency such other charges as may be determined towards management and operation of the club.
30. The Intending Allottee(s) shall also be liable to pay to the Company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed, at the rate which may be applicable then.
31. The Company has made clear to the Intending Allottee (s) that it shall be carrying out extensive developmental, construction activities for many years in future in the entire area falling outside the project "CLUB TERRACES" in which the said Flat is located and that the Intending Allottee(s) shall not raise any objections or make any claims on account of inconvenience, if any, which may be suffered by him/her/ them due to such developmental/construction activities or incidental/related activities.
32. The Intending Allottee(s) agree that it shall be the responsibility of the Intending Allottee(s) to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ("FEMA") (if applicable) with respect to remittance of payments, acquisition, sale, transfer of immovable property(ies) etc., and provide the Company with such permissions, approvals, which would enable the Company to fulfil its obligations. The Intending Allottee(s) agree that in the event of any failure on our part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall alone be liable for any action under FEMA and he/she/they will keep the Company fully indemnify and harmless in this regard.
33. The Intending Allottee(s) is executing the present Application for the allotment of a Flat with the full knowledge of all applicable laws and/or any statutory amendments thereof, regulations, notifications, circulars, government directives as applicable to the said Project including but not limited to Haryana Apartment Ownership Act, 1983 or any statutory amendment thereof.
34. The Intending Allottee(s) shall inform the Company in writing any change in the correspondence address mentioned in this application failing which all demands, notice etc., by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee(s).
35. The Company reserves the right to give on lease or hire any part of the top roof/ terrace above the top floor, unless otherwise reserved specifically, of any of the building in the said Project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment's or to use/ hire/ lease the same for advertisement purpose and the Intending Allottee(s) agrees that the Intending Allottee(s) shall not object to the same and make any claim on this account. The roof top/ terrace shall always vest with the Company and the Company shall be the sole owner thereof.
36. In case there are joint Intending Allottees, all communications shall be sent by the Company to the First Intending Allottee only at the mailing address given by him which shall be deemed as served on all Intending Allottee(s) and no separate communications shall be sent to the Joint Intending Allottee(s). The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Intending Allottee(s) and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
37. All payments by the Intending Allottee(s) shall be made to the Company through Demand Drafts/Cheques drawn upon scheduled banks in favour of "Ramprastha Sare Realty Private Limited" payable at Delhi only. In cases of dishonour of the cheque(s) comprising the Earnest Money/ Token Advance or any other instalment due to any reason, without prejudice to any other legal right or remedy the Company may have, the Company may accept a fresh cheque by imposing administration charges of Rs. 1000 per instance and/or the Company reserves its right to cancel the allotment and treat the Earnest Money/ Token Advance as forfeited, and the Company shall be freely entitled to re-allot the Flat to any other third party. All payments shall be subject to their actual realization in the aforesaid account. The date of credit into the aforesaid account of the Company shall be deemed to be the date of payment of an instalment by the Intending Allottee(s). Further, the Company may, on specific request from the Intending Allottee(s), chose to accept payments / remittances from a third party provided that the Company shall not be responsible towards such third Party in any manner whatsoever and such third party shall have no right whatsoever in the application/allotment of the said Flat applied for. The Company shall issue receipts for payment in favor of the Intending Allottee(s) only.
38. In respect of time-linked payment obligations and owing to the nature of such payments being linked solely to specified time, the Intending Allottee(s) understands that the Company is not required to send reminders/notices to the Intending Allottee (s) for making payments of the instalments/amounts due from the Intending Allottee(s) as set out in this Application and/or the Agreement and the Intending Allottee(s) is responsible for complying with all its obligations on its own. Accordingly, all rights, privileges and duties and obligations to the Company will be governed in accordance with these terms and conditions of this Application and the Agreement and the courtesy of the Company in serving reminders upon the Intending Allottee(s) does not provide the Intending Allottee(s) any independent cause of action or rights and privileges. The Intending Allottee(s) agrees that he shall continue to make the payments of the amounts due from him/her as per the payment schedule set out in this Application and/or the Agreement.
39. The Intending Allottee (s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same. The Intending Allottee(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint the Intending Allottee and are not exhaustive. The terms and conditions will be comprehensively set out in the Flat Buyer's Agreement.
40. The Intending Allottee(s) has tendered this Application for provisional allotment of the Flat in the Project without relying on any oral representations and assurances of the Company or any of its representatives or agents or channel partners and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Flat from the Company on as is where is basis (which shall refer not only to the physical condition of the land and the Project, their contents/inclusions at the time of this sale, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights, interests and participation over said land and the Flat with the Company at the time of the sale) without any recourse to warranties implied in terms hereof.
41. The Intending Allottee(s) understands and agrees that under no circumstances shall, the payments made under this Application or subsequent agreements, be construed or deemed to create, in any manner whatsoever, a lien on the said Flat in favour of Intending Allottee. The Intending Allottee(s) clearly understands that the ultimate conveyance of the said Flat in his/her/their favour is contingent on the payment of complete Total Sale Consideration and all outstanding dues and faithful performance by him/her/ them of all the obligations agreed and undertaken herein.
42. The Intending Allottee(s) agree that any disputes arising out of or in connection with the interpretation of the terms and conditions and obligations contained herein shall be settled amicably by mutual discussions failing which the same shall be settled by recourse to arbitration under the Arbitration and the Conciliation Act 1996, wherein the Company shall appoint a sole arbitrator, whose decision shall be final and binding on the parties. The seat of arbitration shall be New Delhi and the language of arbitration shall be English. The Intending Allottee(s) hereby confirms that he/ she/ they shall have no objection to such appointment by the Company or any doubts about the impartiality of the sole arbitrator. Subject to the foregoing, the courts of Gurgaon shall have the exclusive jurisdiction to adjudicate upon matters relating to the rights and obligation contained herein.
43. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.

I/We have fully read and understood the terms and conditions and agree to abide by the same. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully aware of all my/our liabilities and obligations.

Date:

1.

Place:

2.

Sole Allottee/ Joint Allottee

7

Receipt

Customer Name :

Unit No :

Received with thanks a sum of Rs. (Rupees

..... only) vide Cheque/ Demand Draft No..... dated

..... drawn on

..... towards Token Deposit/ Booking Amount of Apartment in the Project.
This receipt is subject to terms and conditions contained in the Application Form.