APPLICATION FORM

Photograph of First Applicant	Photograph of Second Applicant
First Applicant	**Second Applicant**

To,

KLJ REALTECH PRIVATE LIMITED
KLJ Complex - I, B-39,
Plot No. 70, Najafgarh Road,
New Delhi-110 015

SUB.: APPLICATION FOR ALLOTMENT OF RETAIL SPACE IN "KLJ SQUARE" AT SECTOR-83, GURGAON

Dear Sir,

I / We, the Applicant(s) / Intending Allottee(s) named herein below, wish to apply for Allotment of a Retail Space in bare-shell condition in the Commercial Complex, "KLJ Square", being developed in Sector 83, Village Shikohpur, Tehsil Manesar, District Gurgaon, Haryana.

I/We am/are herewith making payment of Rs._____/- (Rupees_____ only) **("Booking Amount"**) by NEFT/ RTGS/ Cheque / Draft / Pay Order No._____ dated_____ drawn on (Bank & Branch _____) in favour of "**KLJ REALTECH PRIVATE LIMITED"** towards part of the Earnest Money. I / We agree to pay further installments as requested as per Payment Plan A / Plan B / Plan C opted by me / us and annexed hereto.

I / We agree to sign and execute, as and when required by the Company, the "Retail Space Buyer's Agreement of KLJ Square " on the Company's standard format and till such time I / we agree to abide by the terms and conditions of allotment contained herein.

FIRST APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____

_____PIN Code _____

E-Mail : _____

Ph.No.(O)_____(R) _____

Mobile No. _____

PAN _____

CIN : _____

Ward/ Circle/ Range/ City _____

SECOND APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____

_____PIN Code _____

E-Mail : _____

Ph. No.(O)_____(R) _____

Mobile No. _____

PAN _____

CIN : _____

Ward/ Circle/ Range/ City _____

RETAIL SPACE PARTICULARS:

(i) Super Area:_____ Sq. ft. (approx.) i.e. _____ Sq. Mtrs.

(ii) Preferred Retail Space:*

(a) 1st Preference:_____ (b) 2nd Preference:_____

***** Allotment of Preferred Retail Space is subject to availability.

(iii) Parking of Car(s):

TOTAL COST OF THE RETAIL SPACE:

As per Schedule of Payment annexed

Payment Plan:*

As per Plan A / Plan B / Plan C annexed

(i) **Plan A**
- Down Payment Plan ☐

(ii) **Plan B**
- Construction Linked Plan ☐

(iii) **Plan C**
- Payment Plan with Investment Return ☐

* Tick the relevant box

Declaration

I / We, the above named Applicant(s) / Intending Allottee(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing has been concealed. Any allotment against this application shall be subject to the terms and conditions attached to this application, which I/We have signed in token of having accepted the same. The terms and conditions and the payment plan attached to this application, shall ipso-facto be applicable to my / our legal heirs, successors and transferees. I/we have clearly understood that this application does not entitle the Intending Allottee(s) to claim the allotment of a Retail Space notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I /we declare that in case of non-allotment of the Retail Space, my/our claim shall be limited only to the refund of the booking amount paid without interest. I / we have read all pages of this application form and payment plan.

Signature(s):*

Name(s) _____	_____
(First Applicant / Intending Allottee)	**(Second Applicant / Intending Allottee)**
Date: _____	_____
Place: _____	_____

* Should be signed by all Applicants / Intending Allottees.

If through Dealer/Agent, his particulars:-

(i) Name_____

(ii) Address_____

_____Pin Code: _____

(iii) Telephone _____ Fax No._____ Mobile No._____

(iv) PAN _____

(Signature of Dealer / Agent)

For office use only

1. Application received by _____
2. Cheque / Draft / Pay Order No._____ Dated _____ for Rs._____

   drawn on (Bank) _____ (Branch) _____
3. Application Accepted / Rejected _____

CHECKLIST FOR RECEIVING OFFICIAL

(a) Booking Amount

(b) Customer signature on all pages of the Application Form and Terms & Conditions

(c) Photographs (two copy each) of Applicant and Second Applicant

(d) Copy of Address proof of Applicant and Second Applicant

(e) PAN Card/ Form-60 of Applicant & Second Applicant

(f) For Companies: Memorandum & Articles of Association, Board Resolution and CIN.

(g) For NRIs: Copy of Passport & Payment through NRE / NRO Account

(h) For Partnership: Copy of partnership deed, an authority letter from other Partners in case Application is signed by one partner

Remarks: _____

Received By Checked By Approved By

TERMS & CONDITIONS FOR ALLOTMENT OF RETAIL SPACE IN "KLJ SQUARE", SECTOR 83, GURGAON, HARYANA

1. The Intending Allottee(s), named in the accompanying Application, has / have made and submitted the accompanying Application, to KLJ Realtech Private Limited, having its registered office at KLJ Complex – I, B-39, Plot No. 70, Najafgarh Road, New Delhi - 110015 ("**the Company**"), for Allotment of a Retail Space, as per the Retail Space Particulars mentioned in the Application above ("**Retail Space**") in bare-shell condition in the commercial complex, comprising of office/retail spaces/serviced apartments ("**Commercial Complex**") under the name and style of "**KLJ SQUARE**" ("**Project**"), being developed by the Company on a piece and parcel of land admeasuring 3.556 acres situated in Sector 83, Village Shikohpur, Tehsil Manesar, District Gurgaon, Haryana ("**Land**"), with full knowledge of and subject to the laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her/ them.

2. The Intending Allottee understands that the plans conceived by the Company for the Project may be subsequently altered/ modified by the Company, if so required under the applicable laws, even after obtaining requisite approvals from the competent authorities.

3. The Intending Allottee(s) has/have fully satisfied himself/herself /themselves as to the right, title and interest of the Company in the Land comprised in KLJ SQUARE and also its rights to develop, construct, sell and deal with the Commercial Complex being constructed thereon in respect of which the Director General, Town & Country Planning, Haryana, Chandigarh ("**DGTCP**") has issued licence. The Intending Allottee(s) has/ have further satisfied himself/ herself/ themselves as to the right of the Company to sell and deal with the constructed Spaces at the rates and on terms & conditions as the Company may deem fit and also to receive all payments in its name and issue receipts thereof.

4. The Intending Allottee(s) agree(s) to sign and execute the "Retail Space Buyer's Agreement of KLJ SQUARE", on the Company's standard format, seen & read by the Intending Allottee(s), who agree to abide by the terms & conditions of sale laid down therein. If anything is not covered or made clear by these terms & conditions, it is agreed by the Intending Allottee(s) that reference shall be made to the detailed Retail Space Buyer's Agreement. The Intending Allottee(s) understands that the terms and conditions mentioned herein shall be in addition to the terms and conditions of the Retail Space Buyer's Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Retail Space Buyer's Agreement, the terms and conditions specified in the Retail Space Buyer's Agreement shall supersede the terms and conditions as set out herein.

5. The Intending Allottee(s) shall pay to the Company the Total Cost of the Retail Space mentioned in the accompanying Application Form as per the Payment Plan opted by him/her/them. All payments by the Intending Allottee(s) shall be made to the Company through NEFT/ RTGS/ Demand Draft / Local Cheque / Pay Order drawn upon a scheduled Bank in favour of, **"KLJ REALTECH PRIVATE LIMITED"**, payable at New Delhi.

6. The Intending Allottee(s) shall pay the Total Cost of the Retail Space comprising of the Basic Sale Price ("**Total BSP**") and the Additional Charges as per Clause 8 below, on the basis of Super Area of the Retail Space, which shall mean and include the covered area inclusive of the area of the Retail Space under periphery walls, area under the columns, walls and half the area of the walls common with other Retail Spaces including internal balconies, if any, and non-exclusive pro-rata share of common area in the Complex building including those areas utilized for the services, viz. corridors, passages, atrium, common toilets, area under staircases, escalators, circulation area, lifts, shafts, passages, corridors, lobbies, AHU rooms, AC plant room, D.G. set rooms & shafts, refuge areas, maintenance, service rooms, underground and other storage tanks.

7. For preferentially located Retail Space, extra charges, as decided by the Company, shall be payable by the Intending Allottee(s).

8. In addition to the payment of the Total BSP, the Intending Allottee(s) shall make the payment of other charges namely, Preferential Location Charges (where applicable), Car Parking Space Charges, Interest Free Maintenance Security, Maintenance Charges, Capital Replenishment Fund, Electrical Connection Charges, Power Back-up Charges, Development Charges towards carrying out development works inside or around the Commercial Complex including but not limited to External Development Charges (EDC), Infrastructure Development Charges (IDC), Charges for augmentation of infrastructure, any interest paid or payable thereon to the authorities concerned, cost of other development works as may be undertaken by the Company within or around the Commercial Complex which are not charged specifically elsewhere, cost incurred by the Company on the capital invested in making the payment of any of the Development Charges ("**Additional Charges**"), any VAT/GST, Service Tax, Labour Cess and all other Taxes, Cess, if applicable and charges, statutory or otherwise, levied afresh or enhanced, even if they are retrospective in effect, as may be communicated to him/ her/ them from time to time. The Development Charges have been herein charged as per the interim rates of EDC and IDC fixed by the Haryana Government. Any increase in EDC and/ or IDC or any future levy of other levies/ cess(es), even if retrospective in effect, or in costs incurred by the Company in making payments thereof shall increase the rates of Development Charges. The final amount of Development Charges shall be paid by the Intending Allottee(s) to the Company on demand without any objection and/ or protest

9. The Company and the Intending Allottee(s) agree that the amounts paid with the Application for Allotment and thereafter in installments to the extent of 20% of the Total BSP of the Retail Space, delay charges and Brokerage paid, if any, shall be collectively referred to as the "**Earnest Money"**. This Earnest Money shall stand forfeited and allotment upon being given shall stand cancelled in case of non-fulfillment of these terms & conditions and those of the Retail Space Buyer's Agreement by the Intending Allottee(s) as also in the event of failure by the Intending Allottee(s) to sign and submit the Retail Space Buyer's Agreement within 30 days of dispatch by the Company.

10. Timely payment of installments as per the Payment Plan agreed by the Intending Allottee(s) and other dues shall be the essence of the contract with the Company. It shall be incumbent upon the Intending Allottee(s) to comply with the terms of payment and other terms & conditions of allotment and sale of the Retail Space. The Intending Allottee(s) has / have agreed that except under Plan B, i.e the Construction Linked Payment Plan, the Company is under no obligation to send reminders for payment. In case, the payment of any installment in terms of the Payment Plan Opted is delayed, the Intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount @ 18% per annum, compounded quarterly, until the dues are cleared. Notwithstanding this, if the Intending Allottee(s) fail(s) to pay any installment with interest within 90 days, from the due date, the Company shall have the right to forfeit the entire amount of Earnest Money deposited by the Intending Allottee(s) and in such a case the allotment of the Retail Space shall stand cancelled and the Intending Allottee(s) shall be left with no right or interest in the Retail Space. The amount paid if any, over and above the Earnest Money shall be refunded by the Company without interest after

adjustment of interest accrued on the delayed payment(s), if any, due from the Intending Allottee(s), after the Retail Space is allotted to some other Intending Allottee(s).

11. The Total BSP of the Retail Space as mentioned in the Schedule of Payment is subject to escalation on account of increase in prices of inputs and labour beyond the base price as on the date of booking until the handing over of possession of the Retail Space as specified in Clause 20 in which case there shall be a revision in the Basic Sale Price of the Retail Space and the increased price shall be the Basic Sale Price payable by the Intending Allottee(s). The methodology for calculation of the escalation shall be available at the office of the Company and shall be open for inspection by the Intending Allottee(s) with prior notice and also incorporated in the Retail Space Buyer's Agreement.

12. All taxes and statutory levies presently payable in relation to the Land comprised in "KLJ SQUARE" have been included in the Total Cost of the Retail Space on a pro-rata basis. However, in case, any fresh or enhanced tax / charges are imposed by the Government or other statutory authorities, the same shall be payable proportionately by the Intending Allottee(s) even if retrospective in effect, on demand by the Company.

13. The Company shall have the right to alter or vary the terms and conditions of allotment In case the Company is forced to abandon the Project for any reason whatsoever, the Company's liability shall be limited to the amount paid by the Intending Allottee(s) till the date of abandonment by the Company, without any interest or compensation within 6 months from the happening of such an eventuality.

14. Prior to the execution of the Conveyance Deed in favour of the Intending Allottee(s), the Intending Allottee(s) may get the name of his / her / their nominee substituted in his / her / their place, provided the Intending Allottee(s) has/ have paid at least 30% of the Total Cost and also the payment of the transfer charges/ administrative charges as decided by the Company and has fulfilled all such terms and conditions as the Company may deem fit.

15. The Intending Allottee(s) has / have examined the plans, designs, specifications of the Retail Space and acknowledges that the Company may effect suitable and necessary alterations, variations, additions, deletions, modifications therein, if and when found necessary, resulting in increase/ decrease of floors or Spaces in the Complex, change in the position of the Retail Space, its size, floor-plan layout, block and number of the Retail Space, etc., as the Company may deem necessary, in its sole discretion or as may be directed by any competent authority. The Intending Allottee(s) agrees that this shall not give him / her / them a right to seek cancellation of this Application for Allotment or the Retail Space Buyer's Agreement. The Intending Allottee(s) hereby further agrees that no claim will be made, monetary or otherwise, in case of any change. The Intending Allottee(s) also agree to accept alternate space if it so becomes necessary. For any increase or decrease in the Super Area of the Retail Space, proportionate increase or decrease in the total Cost of the Retail Space shall be paid by or refunded to the Intending Allottee(s) as the case may be.

16. The Company shall develop KLJ SQUARE in accordance with consolidated Layout Plan approved by statutory/ competent authority. However, if any, changes in the said Layout/ Building Plan and/ or drawings are required by any statutory authorities or otherwise, the same shall be suitably effected by the Company, which the Intending Allottee(s) hereby acknowledges.

17. The Intending Allottee(s) shall also be liable to make the payment in respect of Electricity Connection Charges, Fire Fighting Charges, Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices Installation Charges and those of any other facilities the installation of which may be necessary or stipulated by any authority.

18. The Intending Allottee(s) agrees that the reserved car parking space allotted to him / her / them shall not form part of the common area of the building comprising the Retail Space, for the purpose of the declaration, which may be filed by the Company, under the Haryana Apartment Ownership Act, 1983, as amended from time to time. As the reserved car parking space is an integral amenity of the Retail Space, the Intending Allottee(s) undertake(s) not to sell / transfer / deal with the reserved car parking space independent of the Retail Space.

19. If any dues and other sums are payable by the Intending Allottee(s) to the Company even after the conveyance of the Retail Space in favour of the Intending Allottee(s), the Company shall have the first charge/ lien on the Retail Space in respect of such dues and other sums.

20. Subject to force majeure circumstances stipulated in Clause 35 and receipt of full and timely payment as per the Payment Plan Opted and other charges due / demanded and payable up to the date of possession including further consideration, stamp duty, registration, documentation, mutation charges as applicable from time to time and all other incidental and legal expenses for execution and registration of Sale Deed and Mutation of the Retail Space and the Buyer having complied with all the terms and conditions of this Agreement and not being in default under any of the terms of allotment as well as the provisions of this Agreement, the Company shall endeavor to hand over the possession of the Retail Space to the Intending Allottee(s) within a period of 48 months from the date of execution of Retail Space Buyer's Agreement of KLJ SQUARE and a grace period of 180 days thereafter for applying and obtaining the Occupation/ Completion Certificate. The Company, on completion of the construction shall issue final call notice to the Intending Allottee(s) who shall, within 30 days thereof, remit all dues whereupon and on receipt of Occupation/ Completion Certificate the Company shall handover possession of the Retail Space. The execution and registration of the Conveyance Deed will be done in favour of the Intending Allottee(s) within a reasonable time from taking of possession. The Intending Allottee(s) shall become the owner of the Retail Space and the Company shall cease to be the owner thereof upon execution of the Conveyance Deed, subject to Clause 19. Prior to such conveyance no ownership rights in the Retail Space would vest with the Intending Allottee(s). Except as otherwise provided under Clause 14, it is categorically understood by and between the Parties that the Intending Allottee(s) shall not alienate, transfer, assign, relinquish, sub-let, mortgage any interest in the said Retail Space until the Company executes the Conveyance Deed in its favour and hands over possession of the same to it.

21. The Company shall pay penalty calculated @ Rs.10/- per sq. ft. of the Super Area of the Retail Space per month if it fails to handover possession of the Retail Space within the period specified in Clause 20 herein, subject to force majeure circumstances and compliance of other conditions in Clause No. 20 herein by the Intending Allottee(s).

22. The Intending Allottee(s) shall take possession of the Retail Space within 30 days from the date of notice of possession, failing which the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Retail Space Buyer's Agreement or the Company may, without prejudice to its rights under the Retail Space Buyer's Agreement, at its sole discretion, decide to condone the delay by the Intending Allottee(s) on the conditions that the Intending Allottee(s) shall pay to

the Company holding charges @ Rs.10/- per sq. ft. of the Super Area of the Retail Space per month and maintenance charges as may be determined by the Company/ Maintenance Agency for the period of such delay till the date the actual physical possession is taken over by the Intending Allottee(s). However, in such case the Company shall not be responsible for any loss or damage to the finishings / fittings / fixtures in the Retail Space, occasioned due to the failure of the Intending Allottee(s) to take possession within the stipulated time.

23. The Intending Allottee(s) understand and agree that under no circumstances shall the payments made pursuant to this Application Form and thereafter be construed or deemed to create, in any manner whatsoever a lien on the Retail Space in favour of the Intending Allottee(s).

24. The Intending Allottee(s) agree(s) to enter into a Maintenance Agreement, in the format prescribed by the Company or such other Maintenance Agency or other Body as appointed by the Company from time to time for the maintenance and upkeep of the common areas and common services of the Commercial Complex. Due execution of the Maintenance Agreement shall be a condition precedent to handing over the possession and/ or Conveyance of the Retail Space. The Intending Allottee(s) undertake(s) to pay the maintenance bills, raised by and at the rate determined by the Company or the nominated Maintenance Agency. The Intending Allottee(s) agree(s) to pay to the Company the amount towards Maintenance Security deposit as one of the Additional Charges, which shall be kept deposited with the Company.

25. The Intending Allottee(s) shall, in addition to payment of maintenance charges, contribute to the Sinking Fund established by the Company for the purpose of replacement of the capital assets installed in the Complex, at the rates prescribed and demanded by the Company from time to time.

26. Considering that the prestige and esteem of the Complex is derived from the profile of the brands that occupy the Retail Spaces of the Complex, the Company may upon execution of the conveyance deed provide to the Intending Allottee(s) a list of the brands, to whom the Retail Space could be leased out by the Intending Allottee(s). In the event of failure of the Intending Allottee(s) to lease out the Retail Space to one of the brands contained in the list within a period of 2 months from the execution of the Conveyance Deed, the Intending Allottee(s) shall request the company to provide additional lists of brands. The Intending Allottee(s) agrees to lease out the Retail Space to the brands contained in the lists of brands provided by the Company. Under no circumstances would the Company be under any obligation to lease out the Retail Spaces.

27. That the Intending Allottee(s) has/ have fully understood and agreed that in the event the Intending Allottee(s) choose(s) to cancel this Application or is in breach of any terms and conditions including but not limited to sending the duly signed copy of Retail Space Buyer's Agreement within 30 days of the receipt of the same, the Company shall be released and discharged of all liabilities and obligations on this Application besides being entitled to forfeiture of the sums as laid down herein. The Intending Allottee(s) further understand(s) and agree(s) that pursuant to any of such conditions, the Company shall, at any stage, have the right to resell the Retail Space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such an event, the Company will refund to the Intending Allottee(s) the amount paid by the Intending Allottee(s) without any interest after forfeiting and deducting the Earnest Money and other dues with interest, if any.

28. The Company and the Intending Allottee(s) are well aware that the proposed Real Estate (Regulation and Development) Act is likely to come into force whereupon, due to the provisions of the same, if any change is required to be made in the structure or any term of these Terms & Conditions including but not restricted to amendments to super area, carpet area, built up area etc., then all the recommendations which need to be incorporated shall be so incorporated by way of an addendum hereto or by way of revising these Terms & Conditions for which the Intending Allottee(s) shall have no objection. Such change may involve proportional increased price on carpet area basis or built up area basis or revision of method, terms or price payable on any other basis for compliance of the provisions of the said Act but the Total Cost payable for the Retail Space and other terms and conditions contained herein shall remain unchanged.

29. That any amount paid by the Intending Allottee(s) shall first be adjusted towards interest accrued on account of default in payments, if any, then towards unpaid or partly paid installments and/ or other outstanding amounts, if any and finally the balance, if any, towards current installment.

30. The Intending Allottee(s) shall get his / her / their complete address registered with the Company at the time of making the Application for Allotment and it shall be his / her / their responsibility to inform the Company about all subsequent changes, if any, in his / her / their address(es) and obtain confirmation thereof in writing from the Company, failing which all demand notices and letters posted by the Company at their first registered address or any subsequent change thereof will be deemed to have been received by him / her / them at the time when the mail should ordinarily reach such address(es). The Intending Allottee(s) shall be responsible for any default in payment and / or other consequences that might follow. In all communications, the reference of Retail Space booked must be mentioned clearly.

31. The Intending Allottee(s) undertake to abide by all the laws, rules and regulations, including the Haryana Apartment Ownership Act, 1983, or any other law that may be made applicable to the said Commercial Complex and the Retail Space being purchased.

32. The Intending Allottee(s) shall be solely responsible for compliance with all applicable laws, notifications, guidelines etc. relating to purchase of immovable property and to sign all requisite applications, forms, undertakings necessary for the purpose. The Intending Allottee(s) shall use the Retail Space only for uses permitted under law.

33. Loans from Banks/Financial Institutions to finance the allotted Retail Space may be availed by the Intending Allottee(s). However, the Company shall not be held responsible in any manner, if a particular Bank/Financial Institution refuses to finance the allotted Retail Space on any ground.

34. The allotment of the Retail Space is entirely at the discretion of the Company and the Company has the right to reject any Application without assigning any reason. The Intending Allottee(s) clearly understands that the conveyance of the Retail Space, subject to the discretion of the Company, is contingent on the payment of the Total Cost of the Retail Space and all other dues as also fulfillment by the Intending Allottee(s) of all his/ her/ their obligations contained herein and in the Retail Space Buyer's Agreement including the execution of the Maintenance Agreement in terms of Clause 24.

35. The Intending Allottee(s) agree(s) that the sale of the Retail Space contemplated herein is subject to force majeure circumstances, being beyond the control of the Company, which include but not be limited to any delay on account of non-availability of steel,

cement and all other building materials, or water supply, or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company or of the supplier, civil commotion, or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions / clearances or renewal thereof by statutory body or if non delivery of possession is as a result of any notice, order, rule or notification of the Govt. and/or any other public or competent authority or order of any court and in any of the aforesaid events, the Company shall be entitled to a reasonable corresponding extension of time for delivery of possession of the Retail Space booked. The Company as a result of such a contingency arising reserves the right to alter or vary the terms & conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee(s) for the period of delay/suspension of Scheme. In consequence of the Company, abandoning the scheme, the Company's liabilities shall be limited to the refund, within 6 months from the happening of such an eventuality, of the amount paid by the Intending Allottee(s) till the date of abandonment by the Company without any interest or compensation whatsoever.

36. It is abundantly made clear that in respect of all remittances/acquisitions/transfers of the said Retail Space it shall be the sole responsibility of non-resident/foreign nationals of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

37. The Company has made it clear to the Intending Allottee that it may carry out extensive developmental/construction activities in future in the Commercial Complex (being developed in phases), in which the Retail Space is located and that the Intending Allottee has confirmed that he/ she/ they 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/ them due to such developmental / construction activities or incidental/ related activities.

38. In case of joint Applicant, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant.

39. The Company reserves the right to transfer ownership of the Commercial Complex in whole or in parts to any other entity such as Partnership Firm, Body Corporate (s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion without any limitation, written or otherwise to the Intending Allottee and the intending Allottee agrees that he/she shall not raise any objection in this regard.

40. This Application does not constitute an Agreement for Sale.

41. The Courts at New Delhi shall have the exclusive jurisdiction in respect of all matters arising out of and / or concerning this transaction to the exclusion of all other Courts.

I/We, the Intending Allottee(s), do hereby declare and confirm that the terms & conditions contained in clauses 1 to 41 above have been read by me / us / read out to me / us and that I / we have understood the same and I / we agree to abide by them.

***Signature(s) of the Intending Allottee(s):**

Name(s)	_____	_____
	(First Applicant / Intending Allottee)	**(Second Applicant / Intending Allottee)**
Date:	_____	_____
Place:	_____	_____

* Should be signed by all Joint Applicants / Intending Allottees

ANNEXURE - I
SCHEDULE OF PAYMENT