



KST INFRASTRUCTURE LTD.

Corporate Office : 3rd Floor Statesman House Barakhamba Road Connaught Place New Delhi

Marketing Office : 1st Floor JMD Regent Square MG Road Gurgaon.

Branch Office : E-304 FF Sushant Shopping Arcade Block-B Sushant Lok-I Gurgaon.

Web: www.kstinfrastucture.in

Mob. : 9999008901 9999008906 9999008910

Tel: 0124 4333901-99 (100 Lines) **Fax:** 0124 4333900

Mail: kstinfrastuctureltd@gmail.com info@kstinfrastucture.in

Dear Sir,

I / We, the undersigned request that a flat may be allotted to me / us as per the company's terms and conditions which I / We have read and understood and shall abide by the same as stipulated by your company.

I / We further agree to sign and execute the necessary agreements as and when required by the Company or such other corresponding document as prescribed on the company's standard format. I / We, in the meantime, have signed the salient terms and conditions of sale as attached to this application form.

I / We remit herewith a sum of Rs. (Rupees _____) by Bank Draft/
Cheque No. _____ dated _____ drawn on _____
Bank, payable at Gurgaon as part of the earnest money. (All drafts and cheque to be made in favour of
"KST Infrastructure Ltd." Payable at Gurgaon only).

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

1. First Applicant Mr. / Mrs. / Ms. _____
Son/Wife/Daughter of Sh. _____
Date of Birth _____ Profession _____
Company / Firm Name _____ Designation _____
Residential Status : Resident ! Non-Resident ! Foreign National of Indian Origin.
Nationality _____
Residential Address _____
Office Address _____
Tel. Res. _____ Off. _____ Mobile _____
Fax No. _____ E-mail _____
Marital Status _____ No. of Children _____
Pan No. / Ward No. _____ Passport No. _____

2. Second Applicant Mr. / Mrs. / Ms. _____
Son/Wife/Daughter of Sh. _____
Date of Birth _____ Profession _____
Company / Firm Name _____ Designation _____
Residential Status : Resident ! Non-Resident ! Foreign National of Indian Origin.
Nationality _____
Residential Address _____
Office Address _____
Tel. Res. _____ Off. _____ Mobile _____
Fax No. _____ E-mail _____
Marital Status _____ No. of Children _____
Pan No. / Ward No. _____ Passport No. _____

3. Details of Apartment :
(I) Tower / Block Name _____ (ii) Unit No. Preferred _____
(iii) Floor _____ (iv) Built-up Super Area _____

4. Total Cost of the Apartment :

i. Basic Sale Price _____	Rs _____
ii. Preferential Location Charges _____	Rs _____
iii. Infrastructure Development Charges _____	Rs _____
iv. External Development Charges _____	Rs _____
v. Car Parking Charges (Open / Covered / Basement) _____	Rs _____
vi. Power Back-up Charges (KVA) _____	Rs _____
vii. Club Membership Charges _____	Rs _____
viii. Interest Free Maintenance Security _____	Rs _____
ix. EEC / FFC _____	Rs _____
x. Service Tax _____	Rs _____
xi. Other Cost (if any) _____	Rs _____
Total Cost of Apartment _____	Rs _____

5. Payment Plan Option: (A) Down Payment Plan (B) Construction Linked Plan

Received By

Authorized Signatory

Signature First Applicant

Signature Second Applicant

Place _____

Date _____

APPLICATION FORM

KST INFRASTRUCTURE LTD.

Corporate Office : 3rd Floor Statesman House Barakhamba Road Connaught Place New Delhi

Marketing Office : 1st Floor JMD Regent Square MG Road Gurgaon.

Branch Office : E-304 FF Sushant Shopping Arcade Block-B Sushant Lok-I Gurgaon.

Web: www.kstinfrastucture.in

Mob. : 9999008901 9999008906 9999008910

Tel: 0124 4333901-99 (100 Lines) **Fax:** 0124 4333900

Mail: kstinfrastuctureltd@gmail.com info@kstinfrastucture.in

Dear Sir,

I / We, the undersigned request that a flat may be allotted to me /us as per the company's terms and conditions which I/ We have read and understood and shall abide by the same as stipulated by your company.

I / We further agree to sign and execute the necessary agreements as and when required by the Company or such other corresponding document as prescribed on the company's standard format. I / We, in the meantime, have signed the salient terms and conditions of sale as attached to this application form.

I / We remit herewith a sum of Rs. (Rupees _____) by Bank Draft/ Cheque No. _____ dated _____ drawn on _____ Bank, payable at Gurgaon as part of the earnest money. (All drafts and cheque to be made in favour of "**KST Infrastructure Ltd.**" Payable at Gurgaon only).

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

1. First Applicant Mr. / Mrs. / Ms. _____

Son/Wife/Daughter of Sh. _____

Date of Birth _____ Profession _____

Company / Firm Name _____ Designation _____

Residential Status : Resident ! Non-Resident ! Foreign National of Indian Origin.

Nationality _____

Residential Address _____

Office Address _____

Tel. Res. _____ Off. _____ Mobile _____

Fax No. _____ E-mail _____

Marital Status _____ No. of Children _____

Pan No. / Ward No. _____ Passport No. _____

Please affix your
photograph
here and sign
across the
photograph

2. Second Applicant Mr. / Mrs. / Ms. _____

Son/Wife/Daughter of Sh. _____

Date of Birth _____ Profession _____

Company / Firm Name _____ Designation _____

Residential Status : Resident ! Non-Resident ! Foreign National of Indian Origin.

Nationality _____

Residential Address _____

Office Address _____

Tel. Res. _____ Off. _____ Mobile _____

Fax No. _____ E-mail _____

Marital Status _____ No. of Children _____

Pan No. / Ward No. _____ Passport No. _____

Please affix your
photograph
here and sign
across the
photograph

3. Details of Apartment :

(I) Tower / Block Name _____ (ii) Unit No. Preferred _____

(iii) Floor _____ (iv) Built-up Super Area _____

4. Total Cost of the Apartment:

- (I) Basic Sale Price _____ Rs _____
- (II) Preferential location Charges _____ Rs _____
- (III) Infrastructure Development Charges _____ Rs _____
- (IV) External Development Charges _____ Rs _____
- (V) Car Parking Charges (Open/Covered/ Basement) _____ Rs _____
- (VI) Power Back-up Charges (KVA) _____ Rs _____
- (VII) Club Membership Charges _____ Rs _____
- (VIII) Interest Free Maintenance Security _____ Rs _____
- (IX) EEC / FFC _____ Rs _____
- (X) Service Tax _____ Rs _____
- (XI) Other Cost (if any) _____ Rs _____
- Total Cost of Apartment _____ Rs _____

5. Payment Plan Option: (A) Down Payment Plan

(B) Construction Linked Plan

DECLARATION:

I/We, the above application do hereby declare that the above particulars given by me /us are correct and nothing has been concealed therefrom. 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 plans attached to this application , shall ipso-facto be applicable to my /our legal heirs and successors. I/We declare that in case of non-allotment of the Apartment, my/our claim shall be limited only to the refund of booking amount without any interest. I/We have read & signed all pages of this application form and payment plan.

Signature First Application
Place _____

Signature Second Application
Date _____

If through Dealer / Agent his particular:-

- (i) Name _____
- (ii) Address _____
Pin
- (iii) Telephone _____ Fax No. _____ Mobile No. _____
- (iv) PAN No. _____ Signature _____

Details of Payment Received

Date _____ Amount _____ Remarks _____

Allotted Unit No. _____ Tower _____

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
- (b) Customer signature on all pages of the Booking Form.
- (c) Pan No.1 Form60
- (d) For Companies : Memorandum & Article of Associations / Board Resolution
- (e) For NRI : Copy of Passport & Payment through NRE / NRO Account

Remarks : _____

Received By

Account Signatory

Legal Signatory

Authorized Signatory

**INDICATIVE TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT
OF RESIDENTIAL UNIT IN WHISPERING HEIGHTS , SECTOR-88, FARIDABAD.**

1. The intending allottees(s) has applied for allotment of a residential Apartment with full knowledge and subject to all the laws/notifications and rules applicable to this area in general, which have been explained by the Company and understood by him/her.
2. The allotment of the unit is entirely at the discretion of the Company.
3. The intending allottee(s) has fully satisfied himself/herself about the title of the land which is free hold and the interest and the arrangement of the Company in the land on which the Project is being developed and constructed and has understand all limitations and obligations in respect thereof.
4. The intending allottee(s) has examined the plans, designs, specifications of the unit which are tentative and agree that the Company may effect such variations , additions ,alternations ,deletions and modifications therein resulting in change in the position of the unit, change in its number, area, dimensions ,layout etc as may in its sole discretion deem appropriate or may be done by any Competent Authority. The intending allottees(S) hereby agree that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of the unit will be applicable on the changed area in case of refund or demand.
5. The intending allottee(s) shall not be entitled to get the name of his /her nominee(s) substituted in his/her place without the prior approval of the Company ,who may, in its sole discretion, permit the same on such terms as it may deem fit.
6. That timely payment of installments and others dues is the essence of this contract. It shall be incumbent on the Buyers to comply with the terms of payment as per the payment Plan and Buyer has agreed that Seller is under no obligation to send reminders for payments. In exceptional circumstances, the Seller may in its absolute discretion condone the delay in making payments by charging interest @ 18% p.a on the amount outstanding upto 2 months delay from the due date of payment and @24% p.a thereafter for total period. It is however clearly understood by intending allottee(S) that the payment made by them shall be adjusted towards interest due, if any and the balance amount shall be adjusted towards the principal amount.
7. That if payment is not received within 60 days of the due date or in the event of breach of any of the terms and conditions of this allotment by the applicant(S)/allottee(s) ,the allotment may be cancelled at the sole discretion of the Company and the applicant(s) /allottee(s) shall forfeit his amount of earnest money paid to the Company. The balance amount shall be refundable to the applicant(s)/allottee(S) without any interest, after the said unit is allotted to some other intending allottee.
8. All the payments by the applicant(s) /allottee(s) shall be made to the Company through demand drafts/cheques drawn upon scheduled bank in favour of "**KST Infrastructure Ltd.**", payable at Gurgaon only.
9. The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments or as the case may be, to the extent of 15% of the basic sale price of the unit will collectively constitute the earnest money .This earnest money shall stand forfeited in case of non fulfillment of the terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by intending allottee(S) to sign the Buyers Agreement within the time allowed by the Company.
10. All statutory charges including External Development charges ,Infrastructure Development charges and other levies demanded or imposed by authorities shall be payable proportionately by the applicant(s) /allottee(s) from the date of booking as per demand raised by the Company.
11. The Company shall endeavour to give the possession of the unit to the intending allottee(s) within a period of 36months from the date of execution of the Buyers Agreement subject to the force majeure circumstances and on receipt of all payments as per Payment Plan and other charges due/demanded and payable up to the date of possession according to the payment plan opted by him/her. 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 and take possession of the unit. In event of his /her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
12. That however the Company's endeavour to complete the construction of the said unit within a period of 36 months from the date of execution of Buyer's agreement is subject to reasons beyond the control of the Developer. No claim by way of damages /compensation shall lie against the Developer/Seller in case of delay in handing over the possession on account of any of the aforesaid reasons ,and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said unit to Buyer, accordingly.
13. The intending allottee(s) of the unit shall pay necessary charges including security deposit of maintaining and up keeping of complex and providing the various services as determined but the Company or its nominated agency and as and when demanded but the Company/its nominee. The intending allottee(s) agrees and consents to sign this agreement and will not question the same singly or jointly with other Buyers.
14. Transfer of said unit, in case of allotment thereof, by the applicants(s) /allottee(s) shall be permissible at sole discretion of the Company on payment of such administrative charges as may be fixed but Company or as the authorities may decide from time to time.
15. Loans from Banks /Financial Institutions to finance the allotted unit may be availed by the allottee(s) .However the Company shall not be held responsible in any manner if a particular institution/bank refuses to finance the allotted unit on any grounds.

16. In case the Company is forced to abandon the project for any reason whatsoever, the Company 's liability shall be limited to the refund of the amount paid by the allottees(s) without any interest or compensation within 6 months from the happening of such eventuality.
17. The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other connected charges, cost of stamp duty and registration/mutation charges, documentation charges etc. as applicable from time to time which shall be borne by the intending allottee(s). the intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/ mutation Charges and other incidental and legal Expenses for execution and registration of Sale Deed/ Mutation of the unit in favour of the intending allottee(s).
18. The intending allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/ her address, falling which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications the reference of property booked must be mentioned clearly.
19. The Company shall have the first lien and charge on the said unit for all its dues and sums payable by the intending allottee(s) to the company.
20. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee(s) any right or title or interest therein.
21. The intending allottee(s) undertakes to abide by all the laws, rules and regulation or any law as may be made applicable to the said property.
22. To settle any confusion regarding any manner herein or anything being not covered/clarified herein, it is agreed by the allottee(s) that reference shall be made to the detailed terms of the Buyer's Agreement which has been formatted and seen and read by the allottee(s) but shall be executed on confirmation of allotment.
23. The intending allottee (s) shall not put up any name or sign board, neon sign, publicity or advertisement material, "hanging of clothes" etc. on the external façade of the building or anywhere on the exterior of the building or common area.
24. The allottee(s) shall not use the premises for any activity other than the use specified for.
25. In case there are joint intending allottee(s), all communications shall be sent by the Company to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottee(s) and no separate communication shall be necessary to the order named intending allottee(s). The intending allottee(s) has agreed to this condition of the Company.
26. Allottee(s) having NRI status or being foreign nationals shall be solely responsible to comply with necessary formalities as laid down in foreign Exchange Management Act,2000 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory/Authority/ the company, the amount paid towards booking and further consideration will be returned by the company without interest and the allotment cancelled forthwith. The company will not be liable under any circumstances on such account.
27. The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or 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, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice,order,rules or notification of the Government and / or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account force majeure circumstances. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the ensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme. In consequence of the company abandoning the scheme, the "Company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
28. Faridabad/ Gurgaon Courts shall have jurisdiction in all matters arising out of/touching and / or concerning this transaction.

I / We have fully read and understood the above mentioned terms and conditions and abide by the same.

Date :

Place :

Signature of the Intending Allottee(s)