

BPTP LIMITED

Application for the Provisional Allotment of Unit i.e Floor/ Villa in "Astaire Gardens" at Gurgaon, Haryana.

Application No.....

Dated.....

**BPTP Ltd.
M-11, Middle Circle,
Connaught Circus,
New Delhi-110001**

Dear Sirs,

I wish to register my interest for the provisional allotment of a unit i.e. "**Floor/ Villa**" tentatively measuring _____ sq.ft. (_____sq. mtrs.) built up area in your forthcoming Township project "**Astaire Gardens**" at **Sector-70A, Gurgaon, Haryana** under your Down Payment [] Construction Linked Payment Plan [] Scheme.

I herewith tender a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque dated _____ as booking amount, the details of which are mentioned in the Schedule attached hereto.

I understand and agree that this application is a mere request for allotment and the same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Floor/ Villa applied for notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. In the event a Floor/ Villa is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any fresh incidence of tax in terms of the Payment Plan, as stipulated in this application or as may be demanded by the Company in future.

I understand and agree that the allotment shall become final only after I sign and execute the necessary documents/affidavit including the Company's Standard Floor/ Villa Buyer's Agreement and unequivocally agreeing to abide by the terms and conditions laid down therein. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Floor/ Villa, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Floor/ Villa Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Floor/ Villa Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I am making this application with the full knowledge that the Company along with its associate companies are in the process of developing the said township and shall make the allotment of Floor/ Villa in due course of time, subject to availability. I agree to the allotment of the Flat by lottery/draw of lots to be conducted by the Company.

I agree and undertake to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of the earnest money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, as laid down hereinafter.

The reference in this application form to the singular i.e "I/Me/My" includes the plural i.e " We /Our/Us" in case of more than one Applicant.

(Starred points are mandatorily, to be filled up by the Applicant(s), half filled form shall be rejected)

X

Signature of the Applicant(s)

<p>1</p>	<p>SOLE OR FIRST APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/NRI/PIO _____</p> <p>*Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>*Mailing Address: _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel No. _____ Fax No. _____</p> <p>*Office Name & Address _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel.Nos. _____</p> <p>*E-mail ID: _____ Mobile : _____</p>	<p>Please affix your photographs here</p>
<p>2</p>	<p>SECOND APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p>	<p>Please affix your photographs here</p>

X

Signature of the Applicant(s)

<p>*Resident/ NRI /PIO _____</p> <p>*Income Tax Permanent Account No. _____</p> <p>Ward/Circle/Special range and place where assessed to income tax _____</p> <p>*Mailing Address: _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel No. _____ Fax No. _____</p> <p>*Office Name & Address _____</p> <p>_____</p> <p>_____</p> <p>_____ PIN _____</p> <p>*Tel.Nos. _____</p> <p>*E-mail ID: _____ Mobile : _____</p>	
<p>3 THIRD APPLICANT(S)</p> <p>*Mr./Mrs./Ms. _____</p> <p>*S/W/D/o _____</p> <p>*Nationality _____</p> <p>*Age _____ years, Profession _____ Service _____</p> <p>Residential Status:</p> <p>*Resident/NRI/PIO _____</p>	<p>Please affix your photographs here</p>

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Signature of the Applicant(s)

*Income Tax Permanent Account No. _____

Ward/Circle/Special range and place where assessed to income tax _____

*Mailing Address: _____

_____ PIN _____

*Tel No. _____ Fax No. _____

*Office Name & Address _____

_____ PIN _____

*Tel.Nos. _____

*E-mail ID: _____ Mobile : _____

(For additional Applicant use separate sheet)

4 Floor/ Villa in "Astaire Gardens" at Sector – 70A, Gurgaon, Haryana

Type _____

Built Up Area _____ Sq. ft. _____ Sq. Mtrs. (approx.)

A. Basic Sale Price Rs: _____

B. Preferential location Charges, if applicable :

i) _____% of BSP

ii) _____% of BSP

iii) _____% of BSP

Total PLC: _____

* C. Development Charge (DC) Rs. _____ per sq. ft. Built Up area.

E. Club Membership Charges...../- per family

F. PBIC/- per KVA

G. Any other Charges : Rs. _____/-

***Development Charges" or "DC"** shall mean the amount charged by the Company from the Applicant(s) towards the payment of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently charged by the HUDA, DTCP or the Government of Haryana and cost of such other development works as may be undertaken by the

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Signature of the Applicant(s)

Company within the Colony which are not charged specifically anywhere else. The final amount of Development Charge shall be determined upon finalization of EDC by the Government.

PRICE LIST OF MONET FLOORS

Plot Size (In Sq. Yd.)	Floor	Built-up Area (In Sq. Ft.)	Terrace / Lawn Area* (Approx.) (In Sq. Ft.)	Total Usable Area (In Sq. Ft.)	Basic Sale Price (BSP) (In Lacs)	Inaugural Discount (In Lacs)	Net BSP (In Lacs)	Development Charges (In Lacs)
196 Sq. Yd.	GF	1090	523	1613	71.88	nil	71.88	2.88
(3 BHK + 2T)	FF	1090	315	1405	66.88	nil	66.88	2.88
	SF	1090	315	1405	61.88	nil	61.88	2.88
250 Sq. Yd.	GF + BSMT	1390 + 1122 = 2512	564	3076	103.88	7.0	96.88	3.67
(3 BHK + 3T)	FF	1390	405	1795	83.88	7.0	76.88	3.67
	SF	1390	405	1795	76.88	7.0	69.88	3.67
350 Sq. Yd.	GF + BSMT	1730 + 1427 = 3157	845	4002	140.12	9.0	131.12	5.10
(4 BHK + 3T)	FF	1730	531	2261	114.12	9.0	105.12	5.10
	SF	1730	531	2261	104.12	9.0	95.12	5.10

PRICE LIST OF AUGUST VILLAS

347 Sq. Yd. (4BHK+UTILITY)	VILLA	6749	2060	8809	385	15	370	15.27
545 Sq.yd (5BHK+2 UTILITY)	VILLA	9092	3727	12819	575	20	555	24

Note:

1. PLC- 24 Mtr road- 10% of BSP, 15Mtr - 17Mtr - 5% of BSP, Two Side Open-10% of BSP, Park Facing-5% of BSP and Corner-10% of BSP.
2. Club Membership- Rs.2,00,000/- per Family.
3. PBIC - Rs.20,000/- per KVA.
4. Service Tax shall be payable extra by allottee(s).
5. * Lawn and Terrace areas are tentative and subject to change.
6. All terms & conditions and other charges as per standard floor buyer's agreement.

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Signature of the Applicant(s)

7. The above prices are subject to revision/ withdrawal at any time without notice at the sole discretion of the company.

CONSTRUCTION LINKED PAYMENT PLAN

Booking Amount	6 lacs/ 7 lacs/9 lacs
Within 75 days of Booking	Complete 20% of BSP
Within 150 days of Booking	10% of BSP + 50 % of DC
At the Start of Construction	10% of BSP + 50 % of DC
On casting of Ground Floor Roof Slab	10% of BSP + 50 % of PLC
On casting of First Floor Roof Slab	10% of BSP + 50 % of PLC
On casting of Second Floor Roof Slab	7.5% of BSP + Club Membership
On Completion of brick work	7.5% of BSP
On Completion of Internal Flooring	7.5% of BSP
On Completion of External Plastering	7.5% of BSP
On offer of Possession	10% of BSP + IFMS + PBIC + Stamp Duty+ Registration Charges & Administrative Charges

DOWN PAYMENT PLAN (With 10% rebate)

Booking Amount	6 lacs/ 7 lacs/9 lacs
Within 75 days of Booking	Complete 90 % of BSP + 100% of Additional Charges#
On offer of Possession	10 % of BSP + IFMS + PBIC + Stamp Duty+ Registration Charges & Administrative Charges
# Additional Charges include PLC, Club Membership & DC	

5 PAYMENT PLAN: DOWN PAYMENT PLAN [] / CONSTRUCTION LINKED PAYMENT PLAN []

Note:-
Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of "BPTP Ltd.", payable at New Delhi / Delhi only.

6 Sales Organiser's Name & Address:
: _____

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Signature of the Applicant(s)

7	DECLARATION: I the applicant(s) do hereby declare that my application for allotment of a Floor/ Villa with the Company is irrevocable and that the above particulars / information given by me are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me and further undertake to abide by the same.
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Date

Yours faithfully,

Place:

x

Signature of Applicant(s)

X

Signature of the Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ date _____:

1. ACCEPTED / REJECTED

Floor/ Villa No. _____, Block No. _____ Floor/ Villa _____

Built Up Area: _____sq.ft. (approx) _____sq. mtr.(approx.

2. Basic Sale Price (BSP):Rs _____.

Preferential location Charges,

if applicable :

: Rs. _____ Lump sum

Note: All the payments towards Development Charges, Preferential Location charges (for superior location), Maintenance Charges, Service Tax and any other statutory charges or any fresh incidence of tax, if any, shall be payable by the Applicant(s) as and when demanded by the Company or its designated maintenance agency for the said Housing Complex.

3. Stamp duty and registration charges etc. shall be **extra** at actuals and to be borne by the Applicant(s).

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

5. Payment received vide Cheque/DD/Pay Order No. _____ dtd _____ for Rs. _____ out of NRE / NRO/ FC/ SB /CUR/ CA _____Acct

6. Provisional booking receipt no. _____ dated _____

7. Remarks:

Date: _____

Place: _____

Authorized Signatory

Cleared by Stock on _____

Signature

X

Signature of the Applicant(s)

BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL FLOOR/ VILLA IN “ASTAIRE GARDENS”, SECTOR 70A, GURGAON, HARYANA

- (1) The terms and conditions given below are only indicative to acquaint the Applicant with the terms and conditions as will be comprehensively set out in the Standard Floor/ Villas Buyer's Agreement.
- (2) The Applicant has made this application for provisional allotment of a Residential Floor/ Villa in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project in particular, which have been explained by the Company and understood by him/her.
- (3) The Applicant(s) shall execute the Standard Floor/ Villa Buyer's Agreement with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Floor/ Villa Buyer's Agreement.
- (4) The Applicant(s) acknowledges that he has inspected the relevant documents/papers and is fully satisfied with the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) states and undertakes not to raise objections with respect to the Company's title/interest in the land.
- (5) The Applicant(s) shall pay the price of the Floor/ Villa and other charges calculated by the Company on the basis of the Built up area, which shall be the sum of covered area of each Floor/ Villa , (including balconies and varandhas), basement area and pro-rated share of staircases, liftshafts, common areas, walk ways, elevation features, overhead water tanks, underground water tanks, rainwater harvesting pits, the common areas in the proposed Project and proportionate share of the other common facilities. The Applicant(s) agrees and understands that the Built up area tentative and subject to change. The calculation of the Built Up area of the Floor/ Villa shall be more clearly defined in the Buyer's Agreement. In addition, though not forming a part of the computation of Built Up area for which price is charged, the Applicant shall be entitled to ownership of undivided proportionate share of the land beneath the building/tower in which the Floor/ Villa is located. The Applicant(s) confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that Applicant(s) shall have any right or title of any kind whatsoever, in any land, buildings, common areas, recreational and sporting facilities (if any) and common amenities, save and except as mentioned hereinabove.
- (6) The Applicant(s) understands and agrees that the lawn area and the terrace area are tentative which are subject to change at the sole discretion of the Company, if so warranted by the circumstances. The Applicant(s) understands, agrees and confirms that any variation, alteration or modification in the lawn area and the terrace area will have no impact or implication on the sale consideration. The Applicant(s) undertakes to pay to the Company the sale consideration as agreed upon, irrespective of any variation, alteration or modification in the lawn area and the terrace area. The Applicant(s) confirms and undertakes that he shall not claim refund of any proportionate amount or claim any proportionate adjustment in the sale consideration on account of any decrease in the lawn area and the terrace area.
- (7) The Applicant(s) agrees and undertakes to make payment of Basic Sale Price, Development Charges, Preferential Location Charges (for superior location, Floor/ Villas etc.), IFMS, ECC, FFC, PBIC, Club Membership Charges, Service Tax, VAT, Maintenance Charges, and all other charges as may be communicated from time to time. The Applicant(s) further agrees and undertakes to pay any enhanced External Development Charges (EDC) and Infrastructure Development Charges(IDC), or any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent

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Signature of the Applicant(s)

Authority/ Central Government, even if it is retrospective in effect.

- (8) The Applicant(s) understands and agrees that in case the full / complete booking amount is not received by the company, the provisional booking made shall be treated as invalid and cancelled and the company shall refund the partial booking amount received to the Applicant(s) without any interest after deducting the processing fee of Rupees 25000/-. The Applicant(s) agrees and undertakes that he shall not raise any claim, objection, protest or demur against the cancellation of the Application for provisional booking / registration of the Floor/Villa.
- (9) The Applicant(s) understands and agrees that the Company may carry out extensive developmental/construction activities in future in the entire area falling outside the land beneath the building in which the Floor/ Villa is located and that the Applicant(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 Applicant(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. All rights, interest and title in the land shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi- Government, any other authority, body, any person, institution, trust and/or any local body(ies), which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Applicant(s) in this application may provisionally/finally agree to allot the Floor/ Villa and this undertaking shall survive throughout the occupancy of the Floor/ Villa by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
- (10) The Applicant(s) understands and agrees that the allotment of Floor/ Villa shall be made by way of draw of lot at the sole discretion of the Company. The Applicant(s) agrees and confirms that the company may at its sole discretion release the list and the stock of Floors/Villas to be considered in the draw of lot. The draw of lot conducted and the list released by the company shall be final and binding on the Applicant(s). The Applicant(s) agrees and undertakes that he shall not raise any dispute of any nature whatsoever in respect of the entire process of draw of lot being conducted by the company.
- The Applicant(s) further agrees and confirms that some Floor/ Villa(s) in the Project attract preferential location charges as specified in the Schedule of Payment. The Applicant agrees and undertakes to pay the Preferential Location Charges without any demur or protest, should a Floor/ Villa inviting such charges be allotted to him / her.
- (11) The Applicant(s) understands and agrees that the Floor/ Villa applied for, along with the Project, shall be subject to Haryana Apartment Ownership Act, 1983 (hereinafter referred to as the "Act") or any statutory enactments or modifications thereof. The common areas, facilities and the undivided interest of each Floor/ Villa owner in such common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance with the Act, shall be conclusive and binding upon the owners of the Floor/ Villa(s) and the Applicant(s) confirms that his right, title and interest in the Floor/ Villa/building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the declaration to be filed in compliance of the Act shall be in strict consonance with other the clauses contained herein and, in no manner, shall confer any right, title or interest in any lands, facilities, recreational and sporting activities, if any, amenities and buildings outside the land beneath the building in which the Floor/ Villa is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, other recreational and sporting activities, if any, amenities and buildings outside the land beneath the building in which the Floor/ Villa is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Applicant(s) shall have no claim whatsoever of any nature therein.
- (12) The Applicant(s) understands and agrees that the computation of the total consideration of the Floor/ Villa does not include any recovery or payments towards land, development, running and operation of common amenities and facilities like convenience store or any other conveniences, community buildings/sites, other recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. Further, the Applicant fully understands that the Company is free to deal with community buildings/sites in any manner as the Company may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Company or association of Floor/ Villa Allottee(s), as the case may be, and shall make payment of such

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Signature of the Applicant(s)

maintenance charges from the date of occupation certificate with respect to the Building.

- (13) The Company may develop a community centre/recreational facilities for recreational purposes in the Project. The right of usage of community centre/recreational facilities, shall be limited to the Applicant(s) (and the occupants of the Project claiming under them) and their dependants within the Project complex only and is subject to the fulfilment of the terms and conditions as may be stipulated by the Company. The Applicant authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said community centre/recreational facilities and upon intimation of the formalities to be complied, the Applicant(s) undertakes to fulfill/comply with the same.
- (14) The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, Service Tax, VAT, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the Built Up area of the Floor/ Villa), as the case may be, as assessable/applicable from the date of application of the Applicant(s). If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Floor/ Villa and the Company shall have lien on the Floor/ Villa of the Applicant(s) for the recovery of such charges.
- (15) That the Applicant(s) understands and agrees that the final amount of Development Charge shall be determined by the Company upon finalization of EDC including interest / penal interest by the Government and shall include all such other charges / interests as may be demanded by the Government whether with immediate effect or retrospectively and shall be an integral part of the sale consideration payable by the purchaser.
- (16) The total consideration mentioned in this application does not include the cost of electric fixtures, electric and water meter etc., which shall be installed by the Applicant(s) at his/her own cost.
- (17) Out of the amount(s) paid/payable by the Applicant(s) towards the total sales consideration, the Company shall treat 25% (Twenty Five percent) of the total sale consideration as earnest money ("**Earnest Money**") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Buyer's Agreement.
- (18) The Applicant(s), only after payment of the 10% of basic sale price, shall get 5% rebate on basic sale price on timely payment of each subsequent installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the Company. The Applicant(s) understands and agrees that the rebate of 5% given by the Company to the Applicant(s), subject to the Applicant(s) making timely payment of each installment, is restricted to the amount of basic sale price of each installment and the said rebate would not construe and mean rebate against the total sale consideration. The Applicant(s) understands and agrees that the offer of rebate of 5% on timely payment of each installment is at the sole discretion of the Company which can be withdrawn by the Company at any point of time without assigning any reason whatsoever. The Applicant(s) further understands and agrees that the present offer of rebate will not apply and cover other charges which are liable to be paid by the Applicant(s).
- (19) Should the Applicant(s) choose to cancel the Application of provisional allotment/Buyer's Agreement or booking or surrender the Floor/ Villa allotted to him/her/it or is in breach of any terms & conditions specified herein due to default of the Applicant including but not limited to send the duly signed copy of Buyer's Agreement within 30 days of receipt of the same, the Company will be released and discharged of all liabilities and obligations qua the Applicant and the Company at any stage shall have the right to resell the Floor/ Villa to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Application for Provisional Allotment or Buyer's Agreement had never been executed. The Applicant(s) confirms and undertakes that on happening of such event, the Company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with interest accrued on account of delayed payment, any other forfeitable amount including brokerage paid, if any within 120 days. The Applicant (s) agrees that in case of such cancellation all refund shall be made only after realization of such refundable amount on further sale/resale of the Floor/ Villa to any other party.
- (20) In the event that the Company proposes to increase the number of Floor/ Villas in one or more building(s) in the Project, after seeking the necessary approvals and permissions for the same from the competent authority, the

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Signature of the Applicant(s)

Applicant(s) agrees and acknowledges that he has no objection to the same.

- 21) The Applicant(s) has seen and accepted the proposed building plans, designs, proposed specifications, location of the apartments/buildings/Floor/ Villa plans all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority. The Applicant(s) has, in token of his/her/its acceptance of various plans of the Project signed this application and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after sanction of the lay out plans and the building plans of the Project, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project. However, in case of any major alteration/modification resulting in more than 15% (fifteen percent) change in the Built Up area of the Floor/ Villa, the Company shall intimate to the Applicant(s) in writing such change, if any, in the price of the Floor/ Villa to be paid by him/her/it and the Applicant(s) shall inform the Company, in writing, his/her/its consent or objections to such changes within 30 (thirty) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant(s) without any interest. The Applicant confirms and agrees to pay increase in total sales consideration in case Built Up area of the Floor/ Villa is increased and the Company shall refund (without any interest) or adjust any refund which becomes due and payable to the Applicant(s) on account of reduction in the Built Up area. It is agreed that the rate at which the booking is done shall be sole criteria of determining the payment/refund.
- (22) The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Floor/ Villa, change in the no. of the Floor/ Villa/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the Built Up area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Floor/ Villa was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.
- (23) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/writ before a competent Court and the Company voluntarily decides to abandon, after the provisional/final allotment, is unable to deliver the Floor/ Villa, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- (24) The Company shall make all efforts to handover possession of the Floor/ Villa within Thirty (30) Months from the date of execution of the Floor/ Villa Buyer's Agreement, subject to certain limitations as may be provided in the Buyer's Agreement and timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Applicant agrees and understands that the Company shall be entitled to a grace period of One Eighty (180) days over and above the period more particularly specified here-in-above, for finishing work and applying and obtaining necessary approvals in respect of the Project.
- (25) In the event the Company fails to deliver the possession of the Floor/ Villa to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyer's Agreement, then the Company shall pay, to the Applicant(s), compensation at the following rates subject to the Applicant(s) having fulfilled his part of the obligations as per the terms of allotment/Buyer's Agreement
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built Up area of the Floor/ Villa per month for the first six (6) months of delay.

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Signature of the Applicant(s)

- ii. Rs. 20/ Per Sq Ft. /Month- (Rupees Twenty only) per sq. ft. of the Built up area of the Floor/ Villa per month for the next six (6) months of delay.
- iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Floor/ Villa per month for any delay thereafter. .
- (26) In the event of the failure of the Applicant(s) to take the possession of the Floor/ Villa upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as stipulated in the Buyer's Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement, and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the Floor/ Villa in the manner as stated in that clause on the condition that the Applicant(s) Floor/ Villa shall pay to the Company holding charges at the rate mentioned below Built Up Floor/ Villa and to withhold conveyance or handing over for occupation and use of the Floor/ Villa till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
- Applicant(s) agrees and understakes to pay Holding Charges on the following rates:
- i. Rs. 10/ Per Sq Ft. /Month- (Rupees Ten only) per sq. ft. of the Built up area of the Floor/ Villa per month for the first six (6) months of delay.
- ii. Rs. 20/ Per Sq Ft. /Month- (Rupees Twenty only) per sq. ft. of the Built up area of the Floor/ Villa per month for the next six (6) months of delay.
- iii. Rs. 30 / Sq Ft. / Month for the Built up area of the Floor/ Villa per month for any delay thereafter.
- (27) The Company shall permit, the Applicant(s) to carryout interior works after taking over possession of the Floor/ Villa to be carried out in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Project. It is made clear to the Applicant(s) that the interior fit outs/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant(s) further understands that such interior fitouts/works in the Floor/ Villa shall not cause any damage to the building and the existing structure/systems installed by Company in the Project and the electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Floor/ Villa by the Applicant(s) shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.
- (28) That the Applicant(s) agrees and undertakes that he shall maintain the Floor/ Villa at his own cost and in a good habitable condition and shall not do or cause to be done anything in or around the Floor/ Villa which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. The Applicant(s) agrees and undertakes that he shall not carry out any changes in the colour scheme of the façade of the Floor/ Villa. The Applicant(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 Floor/ Villa or any part thereof including the compound, exterior/façade, front and rear lawns and terraces, and that he shall not put up any structure, whether temporary or permanent, to cover the open areas including the front and rear lawns of the Floor/ Villa in any manner.
- (29) Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood that the instalments as stipulated in the Payment Plan payable in respect of the Floor/ Villa shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement.
- (30) That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid instalments, interest or other outstanding amounts, if any
- (31) The Applicant(s) undertakes that, after taking over possession of the Floor/Villa, he shall become the member of any association/society of the allottee(s) of Floors/ Villas in the Project, as may be formed by the Company on behalf of the said allottee(s), and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Floor/ Villa shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Floor/ Villa more specifically set out in the Buyer's Agreement

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Signature of the Applicant(s)

- (32) In order to secure adequate provision of maintenance services the association/society of the allottee(s) of Floor/ Villas or till such time such association/society is not formed, the Company shall appoint/nominate a maintenance agency (“**Maintenance Agency**”) to provide services as may be required to maintain upkeep, security etc. of the Project. The Applicant(s) agrees to bear the charges of such Maintenance Agency. Further, the Applicant(s) hereby undertakes to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, as Interest Free Maintenance Security (“IFMS”) at the rate of Rs. 50/- per sq. ft. of the Built Up area of the Floor/ Villa.
- (33) Further, the Applicant(s), upon completion of the said buildings, undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant(s) undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant(s) is in occupation of the Floor/ Villa or not. In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, in addition to permitting the said association/ society/Maintenance Agency to deny him/her the maintenance services, also authorizes the said association/society/maintenance agency to adjust, at the first instance, the interest accrued on the IFMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Applicant(s) further authorises the said association/society/maintenance agency to adjust the principal amount of the IFMS against such default . If due to such adjustment in the principal amount, the IFMS falls below the agreed sum of Rs.50/- per sq.ft of the Built Up area of the Floor/ Villa, then the Applicant(s) hereby undertake to make good the resultant shortfall within 15(fifteen) days of demand made by the said association/society/Maintenance Agency/Company, as the case may be. Further, the said association/society/Maintenance Agency/Company, as the case may be, reserve the right to increase IFMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant(s) undertake to pay such increase within 15 days of demand by the said association/society/ maintenance agency falling which the said association/society/maintenance agency shall take recourse to such legal action as it may deem fit to recover such dues.
- (34) The Company reserves the right to transfer the amount of IFMS to such association / society / Maintenance Agency, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved / discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Floor/ Villa/common areas to such association / society / Maintenance Agency, as the case may be. It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s) and the Company shall have first charge/lien on the Floor/ Villa in respect of any such non-payment of shortfall/increase, as the case may be.
- (35) The Applicant(s) has specifically confirmed to the Company that the allotment of the Floor/ Villa shall be subject to strict compliance of a code of conduct that may be determined by the said association / society / Company for occupation and use of the Floor/ Villa and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Floor/ Villa, operation hours of various maintenance services, general compliances for occupants of the Floor/ Villa, regulation as to entry/exit of the visitors, invitees, guests, security, interiors fit-outs, etc. It is abundantly clarified that the code of conduct, as may be specified by the said association/society/Company is always subject to change by the said association/society/Company.
- (36) That the Applicant(s) has fully understood and undertake(s) that in case he has been allotted the Ground Floor/ Villa, he shall have exclusive rights for usage of the front and rear lawns. Further, in case he has been allotted First Floor/ Villa or Second Floor/ Villa of the building, he shall have mere right of usage only for the terrace. Applicant(s) undertakes that, he shall not construct any structure whatsoever in the front or rear lawns or on the terrace or violate rules and regulations as may be applicable to the building. The Applicant(s) further understands and agrees that the basement area shall be used for the purpose of facilities of Car Parking, Services and Storage as per the provisions of Haryana Apartment Ownership Act, 1983 and the Rules framed there under. The Applicant(s) agrees and undertakes that he shall not construct any structure whatsoever, permanent or temporary, in the Basement Area in any manner whatsoever.
- (37) The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Floor/ Villa in favour of the Applicant(s), which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the

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Signature of the Applicant(s)

Floor/ Villa and parking space(s) allotted to him/her/them. The Applicant(s) undertakes to execute the sale deed within 30 (thirty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance price paid by the Allottee(s) without any interest upon realization of money from resale/re-allotment to any other party.

- (38) Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyer's Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement.
- (39) Timely Payments by the Applicant(s) shall be the essence of this transaction. If the Applicant(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) under the terms and conditions of this Application or by respective due dates thereof or if the Applicant(s) in any other way fails to perform or observe any of the terms and conditions on his/her part herein contained within the time stipulated or agreed to, the Company shall be entitled to cancel/terminate the booking/allotment forthwith and forfeit the Earnest Money along with the interest accrued thereon and late payment charges and any other amount of a non-refundable nature.
- (40) However, the Company may, at its sole discretion, waive its right to terminate the allotment / agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the possession of the Floor/ Villa will be handed over to the Applicant(s) only upon payment by the Applicant(s), of all outstanding dues, penalties etc., along with interest at the rate of 18% (Eighteen percent) p.a. till the date of payment.
- (41) The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Floor/ Villa or the receivables, if any, accruing or likely to accrue therefrom, subject to the Floor/ Villa being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the Floor/ Villa for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant(s), who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Floor/ Villa in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
- (42) The Applicant(s) understands and agrees that he shall apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the Home Loan to the Applicant(s). The Applicant(s) further understands and agrees that the Company shall not be held responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the said Floor/ Villa is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed. The Applicant(s) understands and agrees that the Home Loan is a facility and not a condition to the sale of the Floor/ Villa and that his liabilities to pay the instalments and other amount and charges due and payable to the Company shall continue irrespective and notwithstanding the eventualities that his application, if any, for Home Loan in respect of the said Floor/ Villa is rejected by any Bank/ Financial institution and/or the loan amount is not disbursed in time upon its sanction by the Bank/ Financial institution.
- (43) The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).
- (44) It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Floor/ Villa, it shall be the sole responsibility of non resident/foreign national of Indian origin to comply with the provisions of Foreign

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Signature of the Applicant(s)

Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this application for EOI, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

- (45) The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the application/allotment of the said Floor/ Villa applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant(s) only.
- (46) The Applicant(s) has specifically acknowledged with the Company that the allotment of the Floor/ Villa shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Floor/ Villa and such other conditions as per the applicable laws.
- (47) The Applicant(s) understands and confirms that the allotment of the Floor/ Villa made shall not be construed as sale or transfer under any applicable law and the title to the Floor/ Villa hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.
- (48) The Applicant(s) recognizes that the cost of "Built Up Unit" is based on the cost of construction rates applicable on December, 2010. Further, due to abnormal market variation in the cost of construction and raw materials, the actual cost of the "Bult Up Unit" may experience some escalation; and may thus vary. The final expenditure made will be complied at the stage of completion of the project and if the increase or decrease in the cost of construction is within the limit of 5% of the cost fixed at the time of offer for possession, the same shall be absorbed by the Company. In case actual cost of the construction upon completion of the project escalates or decreases the proportion of more than 5% then the difference in the cost will be charged or refunded to the Applicant(s), as the case may be as per actual calculation made by the Company which will be based on the following formula:

$$\frac{\text{Rs...../Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL}_1 + \text{CL}_2 + \text{CL}_3}{\text{CLSL}}$$

Rs/sq Meter = cost of construction on December, 2010 of "Built Up Unit"

CLSL = Cost indices of CPWD on December, 2010 of "built Up Unit"

CL₁ = Cost indices of CPWD on December, 2011 of "built Up Unit"

CL₂ = Cost indices of CPWD on December, 2012 of "built Up Unit"

CL₃ = Cost indices of CPWD at the time of offer for possession of "built Up Unit"

- (49) The Applicant(s) understand and agree that Transfer of the Floor/ Villa shall be at the sole description of the Company. Floor/ Villa. The Applicant further understands that the Company shall not entertain any transfer / nomination request till the Applicant(s) has paid at least 30% of total sale consideration to the Company. It is further agreed that the transfer / nomination of Floor/ Villa where the entire payment in terms of the Schedule of Payment has been received by the Company, shall be allowed only through execution of Conveyance Deed / Sale Deed on payment of an administrative fee, as charged by the Company for effecting changes/entries in its records. It is understood by the Applicant(s) that the Company shall not Charge any administrative fee towards the first transfer/nomination.
- (50) The Applicant(s) shall use and occupy the Floor/ Villa for residential purposes in such manner and mode as may be provided in the Buyer's Agreement.
- (51) The provisional allotment of the Floor/ Villa as well as the allotment thereafter of the Floor/ Villa shall be subject to

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force majeure clause which, inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, 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 reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Floor or the Company is unable to deliver possession of the Floor/ Villa due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Floor/ Villa. The Applicant(s) understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant(s) shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money without any interest or compensation whatsoever..

- (52) In case of joint Applicant(s), all communication shall be sent to the Applicant(s), 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(s).
- (53) The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
- (54) The Company, at its sole discretion, may decide not to allot any or all Floor/ Villa(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of the amount paid by the Applicant(s) to the Company . Further, the provisional and/or final allotment of the Floor/ Villa is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons for the same
- (55) The Applicant(s) has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Floor/ Villa by way of any other mode of sale/conveyance including but not limited to allotment/purchase of shares of ownership of the Floor/ Villa to the Applicant(s). The Applicant specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of sale/conveyancing within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyancing and the Applicant(s) shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/dispute in this regard. However, in the event, the Applicant objects to such other mode of conveyancing, the Company may, within the above said period of 30 (thirty) days from the date of intimation, the Applicant specifically undertakes to take refund of the entire amount paid by the Applicant(s) to the Company till such date and the payment of such amount without any interest whatsoever by the Company shall leave the Applicant without any right, title and interest in the Floor/ Villa applied herein and Applicant(s) shall not raise and dispute/claim in this regard. In the event of adoption of such mode of conveyancing, the ownership of the Floor/ Villa by the Company by way of allotment of shares, the terms 'purchase/allotment of Floor/ Villa' shall stand substituted by the term 'purchase/allotment of shares linked to exclusive use/ownership of the Floor/ Villa' throughout the application and these terms and conditions.
- (56) The Applicant(s) understands and confirms that the allotment of the Floor/ Villa made shall not be construed as sale or transfer under any applicable law and the title to the Floor/ Villa hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the total sale consideration and other applicable charges/dues, as mentioned herein or in the Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
- (57) It is specifically understood by the Applicant(s) that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decided not to allot any or all Floor/ Villas to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of the amount paid by the Applicant(s) to the Company . Further, his provisional and/or final allotment of the Floor/ Villa is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
- (58) The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the

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Signature of the Applicant(s)

same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Floor/ Villa under the Project. Similarly, in the case of Company applying for the Floor/ Villa(s), should sign through authorized personnel enclosing an authority letter/board resolution

- (59) The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Buyer's Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Buyer's Agreement, the terms and conditions specified in the Buyer's Agreement, shall supersede the terms and conditions as set out herein
- (60) 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
- (61) The Company reserves the right to transfer ownership of the Project "Astaire Gardens" at Sector 70A, Gurgaon, Haryana" in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
- (62) All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Floor/ Villa Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi

Date: _____

1. _____

Place _____

2. _____

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Signature of the Applicant(s)

Documents to be submitted along with the application form

Mandatory to affix Photographs in designated area's in the Application form towards all mentioned below categories.

Resident of India:

- Copy of PAN Card. **Photographs in**

all cases.

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

NRI/Foreign National of Indian Origin:

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.