



The Heartsong

Sector 108, Gurgaon



APPLICATION FORM

**APPLICATION FORM FOR
BOOKING OF AN APARTMENT AT THE GROUP HOUSING COLONY PROJECT
SECTOR 108, GURGAON, HARYANA**

Experion Developers Private Limited

First India Place, 1st Floor, Block B,
Sushant Lok I, MG Road, Gurgaon, Haryana 122002.

Date: _____

Dear Sir(s),

Subject: Application for booking of an apartment at the Group Housing Colony at Sector 108, Gurgaon, Haryana ("Project") being developed by Experion Developers Private Limited ("Company")

I/We ["Applicant(s)"] are hereby pleased to submit herewith my/our application form along with my/our details and particulars as provided in Schedule-I hereto ("Application") for the provisional allotment of an "Apartment" in your Project as specified in Schedule-II ("Apartment") attached hereto and upon the terms and conditions as contained herein which I/we understand, are indicative of the terms and conditions as may be contained in the Apartment Buyer's Agreement ("Agreement") to be executed in due course of time for the Apartment. I/we do hereby undertake that this Application is irrevocable and that the particulars/information provided herein are true and correct and nothing has been concealed therefrom.

I/we hereby confirm and agree that I/we are making this Application after carrying out my/our independent investigations and due diligence with respect to the Project and after being fully satisfied about your interest and entitlement to construct, develop, market and sell the Project. Please find attached herewith cheque/demand draft/banker's cheque No. _____ dated _____ for the sum of ₹ _____ (Rupees _____ only) drawn on _____ (bank) being the Booking Amount in respect of the Apartment you may allot to us ("Booking Amount") and undertake, if this Application is accepted, to pay the Total Sale Consideration as described in Schedule-III attached hereto for the Apartment and all other duties, fees, costs, expenses, interest-free deposits, charges, rates, VAT, service tax and other applicable taxes, cesses, levies etc. as stipulated in this Application Form and as may otherwise be demanded by any Competent Authority concerned with the Project at any time. I/we agree to make all such payments in the manner set out in the agreed payment plan in respect of the Apartment ("Payment Plan") that I/we have agreed to or otherwise as may be demanded by the Company.

The documents required as per Schedule-IV attached hereto are enclosed. I/we agree, understand and acknowledge that if this Application is incomplete or deficient in any respect or any documentation is misleading or incomplete or any information provided herein is otherwise incorrect and erroneous, the Company retains the right to reject this Application and refund the Booking Amount without any interest. I/we have carefully read and understood the provisional terms and conditions in relation to the Apartment as contained herein and as provided in Schedule-V attached hereto.

I/We hereby confirm that I/we had understand the provisions of various laws in respect of this Application and the Project and unconditionally and without qualification agree to abide by the terms and conditions of this Application and comply with the provisions of such laws especially the Haryana Development and Regulation of Urban Area Act, 1975, the Haryana Apartment Ownership Act, 1983 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules made thereunder, as amended from time to time, as are applicable to the Project and shall not claim ignorance or lack of understanding of the same as a defense against any difference or dispute that may arise, if any, in relation to this Application and the Project at any time.

I/We further understand that the expression "allotment" wherever used in this Application Form shall always mean provisional allotment and will remain so, until the Conveyance Deed for the transfer of the Apartment is executed.

Thanking you,

Yours faithfully,

x _____

Signature of Sole/First Applicant

x _____

Signature of Co-/Second Applicant

x _____

Signature of Co-/Third Applicant

(The Applicant(s) shall sign on all the pages of this Application Form as a testimony of acceptance of the terms and conditions of the same.)

SCHEDULE-I INFORMATION ABOUT THE APPLICANT

1. SOLE/FIRST APPLICANT

*Title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> M/s. <input type="checkbox"/>	Please affix your passport size photograph
*Name	<input type="text"/>	
*Father's/Husband's/Karta's Name	<input type="text"/>	
*Date of Birth/Incorporation	<input type="text"/>	
*Applicant Type	Individual <input type="checkbox"/> HUF <input type="checkbox"/> Firm <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/>	
*Nationality	<input type="text"/>	
*Profession (Tick one)	Public Sector <input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Other Professional <input type="checkbox"/>	
*Residential Status	Resident Indian <input type="checkbox"/> Non-Resident Indian (NRI) <input type="checkbox"/> Foreign National of Indian Origin (FNIO) <input type="checkbox"/> Foreign Citizen of Non-Indian Origin (FCNIO) <input type="checkbox"/> Person of Indian Origin (PIO) <input type="checkbox"/> Overseas Citizen of India (OCI) <input type="checkbox"/>	
*Income Tax Permanent Account Number	<input type="text"/>	
*In case of NRI, FNIO, FCNIO, PIO, OCI Passport/PIO Card Number	<input type="text"/>	
*Mailing Address	<input type="text"/> <input type="text"/> <input type="text"/>	
*Telephone Number	<input type="text"/>	*Mobile Number <input type="text"/>
*E-mail ID	<input type="text"/>	
Office Name	<input type="text"/>	
Address	<input type="text"/> <input type="text"/>	
Telephone Number	<input type="text"/>	Mobile Number <input type="text"/>
Name and Address of the Person Holding Power of Attorney (if any)	<input type="text"/> <input type="text"/> <input type="text"/>	

*All fields are mandatory.

x

Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

2. SECOND/CO-APPLICANT

*Title Mr. Ms. M/s.

*Name

*Father's/Husband's/Karta's Name

*Date of Birth/Incorporation

*Applicant Type

Individual HUF Firm Company Trust

*Nationality

*Profession (Tick one)

Public Sector Private Sector Self Employed Other Professional

*Residential Status

Resident Indian Non-Resident Indian (NRI) Foreign National of Indian Origin (FNIO)
Foreign Citizen of Non-Indian Origin (FCNIO) Person of Indian Origin (PIO)
Overseas Citizen of India (OCI)

*Income Tax Permanent Account Number

*In case of NRI, FNIO, FCNIO, PIO, OCI Passport/PIO Card Number

*Mailing Address

*Telephone Number

*Mobile Number

*E-mail ID

Office Name

Address

Telephone Number

Mobile Number

Name and Address of the Person Holding Power of Attorney (if any)

Please affix your passport size photograph

*All fields are mandatory.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

x

Signature of Co-/Third Applicant

3. THIRD/CO-APPLICANT

*Title Mr. Ms. M/s.

*Name

*Father's/Husband's/Karta's Name

*Date of Birth/Incorporation

*Applicant Type

Individual HUF Firm Company Trust

*Nationality

*Profession (Tick one)

Public Sector Private Sector Self Employed Other Professional

*Residential Status

Resident Indian Non-Resident Indian (NRI) Foreign National of Indian Origin (FNIO)
 Foreign Citizen of Non-Indian Origin (FCNIO) Person of Indian Origin (PIO)
 Overseas Citizen of India (OCI)

*Income Tax Permanent Account Number

*In case of NRI, FNIO, FCNIO, PIO, OCI Passport/PIO Card Number

*Mailing Address

*Telephone Number

*Mobile Number

*E-mail ID

Office Name

Address

Telephone Number

Mobile Number

Name and Address of the Person Holding Power of Attorney (if any)

Please affix your passport size photograph

*All fields are mandatory. (For additional co-applicant(s) use separate sheet)

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

x

Signature of Co-/Third Applicant

In case of any Co-Applicant(s), all correspondence/communications shall be sent by the Company only to the First Applicant and at the address of the First Applicant provided in this Application which shall for the purpose of this Application and the Apartment, be deemed as delivered and served upon all the Co-Applicant(s) and no separate communication shall be sent to any of the others. All communications to the Company shall only be in the name of the First Applicant and the Company shall not take cognizance of any communication if received from any person other than the First Applicant.

In case there is any change in the information provided in this Application, the First Applicant must immediately notify the Company in respect of all the Applicant(s).

My/our bank account details are as follow:

Name of the Bank	Account Number	Address of the Bank

SCHEDULE-II DETAILS OF THE APARTMENT

UNIT TYPE: 2BHK 3BHK 4BHK PENTHOUSE

Block Number	Tower Number	Floor Number	Unit	Sale Area	
				In sq. ft.	In sq. mt.

1 sq. mt. = 10.76 4 sq. ft.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

x

Signature of Co-/Third Applicant

SCHEDULE-III COST DETAILS AND PAYMENT PLAN IN RESPECT OF THE APARTMENT

Particulars	Rate (₹ per sq./ft.)	Rate (₹ per sq./mtr.)
Basic Sale Price (BSP)		
Preferential Location Charges (PLC)		
Car Park Use Charges [CPUC] (Open) Nos.....		
Car Park Use Charges [CPUC] (Covered) Nos.....		
Additional Car Park Use Charges [CPUC] (Open/Covered) Nos.....		
EDC		
IDC		
CBFC		
CBSD		
IFMSD		
Any Other Charges		

1 sq. mt. = 10.764 sq. ft.

Note: Taxes, cess, levies, duties, VAT, service tax, fees, charges and impositions to be charged or imposed by any Competent Authority, whether at present or in future (including with retrospective effect, if any) and as may be applicable towards the purchase, sale, use, occupation, construction, possession of the Apartment, as applicable at any time shall be additionally payable and are not included in the BSP or the charges mentioned above.

FINANCE FROM BANK/FINANCIAL INSTITUTION: Yes No

PAYMENT PLAN OPTED: Down Payment Plan Construction Linked Plan

CHANNEL PARTNER DETAILS

Name, Address & Contact Details

Seal

Signature

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

SCHEDULE-IV DOCUMENTS TO BE FURNISHED BY THE APPLICANT AND ANNEXED TO THIS APPLICATION FORM

The Applicant is required to provide the following documents along with the completed Application Form signed manually by the First Applicant including all Co - Applicants, if any, on every page of this Form.

- (i) Booking Amount cheque/demand draft/pay order to be made in favor of 'EDPLA/C The Heartsong' payable at Delhi NCR

In case the Applicant is an individual / HUF

- (ii) Valid and subsisting proof of identity and address (Election Card/Driving License/Passport)
(iii) For Applicants having residential status other than 'resident' to annex a valid documentary proof of their residential status. Foreign Nationals and Persons of Indian Origin to annex a certified/notarized copy of their foreign nationality passport and PIO card, respectively
(iv) Copy of the PAN card of each of the Applicant(s)
(v) List of Members (in case of HUF)

In case the Applicant is a Company

- (vi) Certified copy of the certificate of incorporation
(vii) Certified copy of the Board resolution authorizing the representative to sign this Application Form
(viii) Copy of the Memorandum of Association and the Articles of Association of the Applicant Company
(ix) Copy of the PAN card of the Company

In case the Applicant is a Partnership Firm

- (x) Certified copy of the certificate of incorporation by the registrar of firms "if any"
(xi) Authorization Letter/Power of Attorney along with the Partnership Deed
(xii) Valid proof of identify and address of each partner (Election Card/Driving License/Passport)

In case the Applicant is a Trust

- (xiii) Certified copy of the Trust Formation/Trust Deed
(xiv) Valid and subsisting proof of identity and address (Election Card/Driving License/Passport) of the Trustee
(xv) Copy of the PAN card of the Applicant

In addition, the Company might seek and the Applicant shall provide any other information, clarification or document as may be required by the Company as per Applicable Laws or to substantiate or clarify any information provided in this Application before the Application is accepted by the Company.

In case any person holding a valid power of attorney executed by the Applicant is signing this Application for and on behalf of the Applicant, a certified copy of such power of attorney shall be an essential pre-requisite.

Note - All documents must be self-attested.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

SCHEDULE-V INDICATIVE TERMS AND CONDITIONS IN RESPECT OF THE APARTMENT AND THE PROJECT

This Application is the Applicant's expression of interest to purchase the Apartment in the Project and the Company may, at its discretion, accept or reject this Application without assigning any reason thereto. The Company retains its prerogative to decide not to allot or allot any or all of the apartments in the Project to anybody at whatever Total Sale Consideration and terms and conditions as it may deem necessary and the Applicant shall not raise any dispute or claim any right, title, claim or interest against any apartment if the Application is rejected by the Company due to any reason. The Company may take some time to decide upon the merits of the Application and for any delay thereto, upon rejection of the Application, while the Booking Amount received by the Company with this Application shall be refunded, no interest or compensation of any nature will be due or payable to the Applicant.

The Applicant has applied for provisional allotment of the Apartment with the full knowledge and understanding of all the laws/notifications and rules applicable to housing/multi-storied projects in general and the Project in particular located in Gurgaon, Haryana and is fully satisfied about the title/interest/rights of the Company in the Project Land on which the Project is intended to be constructed and developed and has understood all the limitations and obligations of the Company in respect thereof. The Applicant hereby confirms that no further diligence, inquiry or investigation in this regard is/shall be further required and this Application is made without any influence, inducement, allurement, coercion or pressure from any quarter.

In case the Company provisionally allots the Apartment, the Applicant undertakes to execute the Agreement as required by the Company within a period of 30 (thirty) days from the date of dispatch of the Agreement by the Company failing which, the Company shall reserve its right to cancel the allotment and refund the Booking Amount as per terms indicated herein. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Agreement. However, in case of any contradiction or inconsistency between the terms and conditions herein and the terms and conditions as may be specified in the Agreement, the terms and conditions specified in the Agreement shall take precedence over the terms and conditions as set out herein.

In this Application Form, unless otherwise repugnant or contrary to the subject, context or meaning thereof, the following words, terms and expressions as used herein shall have the same meaning as ascribed to them hereunder and words, terms and expressions not specifically so defined shall carry the meanings as the provisions and context in which they are used herein may ordinarily demand and otherwise as may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this Application for the Apartment in the Project:-

- (1) 'Act' shall mean the Haryana Development and Regulation of Urban Area Act, 1975 and Haryana Development and Regulation of Urban Area Rules 1976 and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 including any statutory enactments, amendments or modifications thereof.
- (2) 'Apartment' shall mean and refer to the apartment including a penthouse hereby intended to be purchased by the Applicant in the Tower/Project and carries the same meaning as defined in Section 3 of the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof.
- (3) 'Apartment Act' shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof.
- (4) 'Agreement' shall mean and refer to the Apartment Buyer Agreement to be executed by the Company and the Applicant(s) including all its Recitals and Schedules as may be contained therein and attached thereto for the purchase of the Apartment with related obligations/rights.
- (5) 'Application Form' shall mean and refer to this application form submitted for booking of an apartment along with the payment of the Booking Amount towards the agreed Total Sale Consideration for the Apartment.
- (6) 'Applicable Laws' shall mean and refer to statutes, laws, bye-laws, regulations, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees, rules or any other requirement/official directive of any Competent Authority or any Person authorized to act under such Competent Authority from time to time in relation to the Company/Project Land/Project/Apartment/Applicant/Agreement.
- (7) 'Approvals' shall mean and include any permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be obtained from a Competent Authority in relation to the Project Land/Project/Agreement/Apartment.
- (8) 'Association' shall mean such association of buyers of apartments in the Condominium/Project as may be required to be formed in terms of the Apartment Act.
- (9) 'Applicant' shall mean the Applicant herein being the First Applicant including all Co-Applicants, if any.
- (10) 'BSP' shall mean the Basic Sale Price for the purchase of the Apartment forming part of the Total Sale Consideration with respect to the Apartment.
- (11) 'Building Plans' shall mean the building/layout sanctioned plans of the Group Housing Colony as approved under the Act by the Chief Town Planner, Haryana – cum – Chairman, Building Plan Approval Committee, Town and Country Planning Department, Haryana.
- (12) 'Car Parking Use Charges' shall be as defined herein.
- (13) 'Car Park Space(s)' shall mean and refer to the car parking space(s) designated for the exclusive use of the Applicant in the Project.
- (14) 'CBFC' shall mean the one-time fixed costs, charges and expense for furnishing the Community Building payable by the Applicant as part of the Total Sale Consideration in respect of the Apartment and as specified in the Payment Plan
- (15) 'CBSD' shall mean the interest-free security deposit for the Community Building payable by the Applicant as part of the Total Sale Consideration in respect of the Apartment and as specified in the Payment Plan.
- (16) 'Commitment Period' shall have the meaning as defined in Clause 13 herein.
- (17) 'Common Areas' shall include all the areas in the Project which are provided for functional operation of all the apartments and other areas meant for common use of all the occupants.
- (18) 'Community Building' shall have the meaning as ascribed herein.
- (19) 'Competent Authority' shall mean and refer to any Central/State or Municipal judicial, quasi-judicial, government or semi-government.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Company/Agreement/Apartment/Project/Project Land under Applicable Laws.

- (20) 'Conveyance Charges' shall mean the stamp duty as per provisions of the Indian Stamp Act, 1899, registration charges under Applicable Laws and all incidental and legal costs and expenses for preparation and execution of the Conveyance Deed.
- (21) 'Conveyance Deed' shall mean and refer to the document by which the Apartment shall be duly transferred into the name of the Applicant upon full payment of all dues in respect of the Apartment including the Total Sale Consideration and the required charges for stamp duty, registration and other incidental legal costs and expenses in relation thereto and upon execution of which the Applicant shall become the lawful owner of the Apartment.
- (22) 'Condominium' shall mean the Group Housing Colony Project called "The Heartsong" and includes the Project Land forming part thereof.
- (23) 'DGTCP' shall mean the Director General, Town and Country Planning, Government of Haryana formerly known as the Director, Town & Country Planning ("DTCP") and any other Person as may duly be authorized to exercise his powers.
- (24) 'Declaration' shall mean and refer to the deed of declaration to be executed and got registered in the prescribed form and includes any amended declaration by the Company with the Competent Authority under provisions and requirement of the Apartment Act.
- (25) 'Holding Charges' shall have the meaning as described in Clause 14 herein.
- (26) 'Earnest Money' shall mean and refer to 15% (Fifteen percent) of the amount of the BSP + PLC (if applicable) + Car Parking Use Charges.
- (27) 'EDC' shall mean the external development charges applicable under the Act and payable by the Applicant as levied or as may be levied at any time in the future by the Competent Authority including with retrospective effect, if any, as the case may be.
- (28) 'FEMA' shall mean and refer to the Foreign Exchange Management Act, 1999 including amendments and modifications thereto, if any and the rules framed thereunder.
- (29) 'Force Majeure' shall mean any unforeseen event or situation beyond the reasonable control of the Company which by itself, or in any combination with some other similar or other events or circumstances, impairs or otherwise adversely affects the capacity and the ability of or prevents the Company from performing its obligations under the Agreement including but not limited to enemy action (whether war be declared or not), acts of God including fire (including fire resulting from implosion/explosion), lightning, drought, flood, inundation, typhoon, tornado, landslide, rockslide, avalanche, volcanic eruption, tempest, hurricane, storm, cyclone, earthquake (including earthquake shock and fire) and any other adverse conditions, natural disasters, accidents and calamities; aircraft crashes (including impact damage due to articles dropped from any aircraft, spaceship, satellite etc.), meteor impact damage; riots, strikes, slowdown, civil commotion; non-availability, inadequate or erratic supply of steel and cement and other building materials, or water, or electric power or labour; insurgency, military action, mutiny, militancy, terrorism and acts of terrorists; any statutorily or otherwise legally-imposed prohibitions and restrictions including directions, orders/notifications of any Court/Competent Authority with respect to the Company, the Project, Project Land or Approvals; any change or amendment in the Applicable Laws and any event or circumstance similar or analogous to the foregoing.
- (30) 'Grace Period' shall have the meaning as defined in Clause 13 herein.
- (31) 'IDC' shall mean the infrastructure development charges in relation to the Project Land/Project as applicable under the Act and payable by the Applicant as levied or as may be levied by the Competent Authority at any time in the future including with retrospective effect, if any.
- (32) 'License' shall mean the license no. 38 of 2010 dated 14.5.2010 issued by the Director General, Town and Country Planning, Government of Haryana for the Project on the Project Land.
- (33) 'Maintenance Agreement' shall mean the maintenance agreement which shall be executed by the Applicant with a Maintenance Agency appointed/designated by the Company simultaneously with execution of the Conveyance Deed and which shall incorporate the terms and conditions for maintenance of the Apartment/Group Housing Colony.
- (34) 'Maintenance Deposit'/'IFMSD' shall mean the non-refundable interest-free maintenance security deposit payable by the Applicant towards the security for adjustment of any unpaid Maintenance Charges as may be due and payable by the Applicant to the Maintenance Agency under terms of the Agreement/Maintenance Agreement.
- (35) 'Maintenance Charges' shall have the meaning as defined herein.
- (36) 'Maintenance Agency' or 'Agency' shall mean such Person appointed/designated by the Company to whom the Company may handover the group housing colony for providing maintenance and upkeep services of the Group Housing Colony and relevant services to the Apartment and with which the Applicant shall be required to execute the Maintenance Agreement.
- (37) 'Notice of Possession' shall have the meaning ascribed to it Clause 13 herein.
- (38) 'Occupation Certificate' shall mean the written permission given for the occupation and use of the apartments, upon completion of construction and development of the Group Housing Colony by the DGTCP under the Controlled Area Act/Rules for the Group Housing Colony or any part thereof.
- (39) 'Payment Plan' shall mean the schedule of payments for the Total Sale Consideration in respect of the Apartment and the other dues, costs, charges and expenses as agreed by the Applicant to be made to the Company/Competent Authority with respect to the Apartment/Project Land and shall include subsequent agreed revisions thereto, if any.
- (40) 'Person' shall mean any individual, sole proprietorship, partnership firm, unincorporated association, body corporate, corporation, joint venture, trust, society, any government or quasi government authority or any other juridical entity or lawful organization.
- (41) 'PLC' shall mean preferential location charges payable in respect of the Apartment, if any.
- (42) 'Project' shall mean the Group Housing Colony called "The Heartsong" proposed to be constructed and developed by Experion Developers Private Limited, having its registered office at F-9 First Floor, Manish Plaza-1, Plot No 7, MLU, Sector 10, Dwarka, New Delhi – 110 075 ("Company") on the land admeasuring 15.025 acres ("Project Land") situated in Sector - 108, Gurgaon, Haryana (Licence no. 38 of 2010 dtd 14.5.2010) as owned by the various land owning companies with which the Company has appropriate understandings and arrangements.
- (43) 'Punjab Rules' shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965.
- (44) 'Sale Area' shall include the covered area of the Apartment, inclusive of the area enclosed by the periphery walls, balconies/decks, area under the columns and walls, half of the area of walls common with other premises, cupboards, projections/ledges, proportionate area utilized for the common services and facilities provided viz. areas in/under staircases, circulation areas, walls, atriums, stilts, lift shafts and lobbies, lift machine rooms, service shafts, passages/corridors, refuge areas, common washrooms/toilets, mail rooms, all electrical, plumbing and fire shafts, community facilities, common service rooms, security rooms, sewage treatment plants, underground and overhead water storage tanks, DG/panel room, terrace gardens, air handling units, pantries and any other areas which have been paid for or are constructed by the Company for common use but shall exclude the areas under the following:
- (a) Sites for retail shops and other commercial areas in the Project.
- (b) Amenities such as schools, medical centre/dispensary, crèche, other health centers and the like.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

- (c) Dwelling units for the Economically Weaker Sections as prescribed under Applicable Laws.
- (d) Car Parking Spaces.
- (45) 'Total Sale Consideration' shall mean and refer to the aggregate sum of the BSP, PLC, Car Parking Use Charges, EDC, IDC, CBFC, CBSD, IFSDM, applicable till date and such other costs, expenses, fees, levies, duties, cesses, charges, taxes, prices, etc. payable per this Application Form, Applicable Laws and otherwise as may be demanded by any Competent Authority in respect of the Apartment/Project Land/Project and subsequent revisions thereto, if any.
- (46) 'Zoning Plan' shall have the same meaning as is ascribed under the Punjab Rules.

INTERPRETATION

Any rule of statutory interpretation or construction interpreting agreements against a party primarily responsible for drafting an agreement shall be inapplicable to this Application and the Agreement and unless the context may otherwise require, the following interpretation rules shall apply -

- (1) Reference to any statute, legal provision or regulation made shall include the particular statute, legal provision or regulation as amended, re-enacted, validated, substituted, overridden or replaced from time to time.
- (2) Reference to a document includes that document as modified/replaced from time to time.
- (3) Reference to a specific gender includes the other.
- (4) Reference to the singular includes the plural and vice versa.
- (5) Reference to terms as "herein", "hereto", "hereunder", "hereof", "thereof", "hereinafter" etc. or similar terms as used in this Form shall refer to and mean a reference to this Form and not to the particular provision in which the said term has been used, unless the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to the clauses, sections or other provisions of this Form.
- (6) Headings/captions of provisions of this Form are indicative of contents of such provisions and do not mean, indicate, signify, imply or otherwise purport to define, limit or otherwise restrict, condition or qualify the scope and extent of such provisions or this Form or the intent, extent and application of any of such provisions carrying such headings/captions. The construction and interpretation of any provision herein shall be as is consistent with its intent and purpose as manifest by reading the Form as a whole and not by interpreting any particular provision in isolation or in parts thereof or only in terms of the headings/captions as may be provided thereto.
- (7) The words 'in writing' or 'written' include any communication sent in writing by registered letter, electronic mail and any attachment thereto, courier and airmail having all charges being pre-paid by either Party.
- (8) The currency amounts are stated in Indian Rupees unless otherwise specified.

BRIEF PROJECT DETAILS

- (1) The Company as developer/colonizer has binding understandings and arrangements with various land owning companies that have been granted the licence for developing a group housing colony on land admeasuring 15.025 acres being the Project Land. All such land owning companies are subsidiaries of the Company and in terms of its understanding and arrangement with each of such subsidiaries, the Company has the right to develop the Project on the Project Land and deal with the Project Land/Project at such terms and conditions as the Company may deem necessary at its determination and decision. The Company represents all such land owning companies including for purpose of this Application, the Agreement and the sale of the Apartment and other apartments and areas in the Project.
- (2) The Applicant is aware that the Project Land and the Project have been approved vide license no. 38 of 2010 dated 14.5.2010 issued by the Director General, Town and Country Planning, Government of Haryana ("License") and the building plans for the Project have also been approved vide memo no GRE/PC/GGN/108GH/46 dated 23rd February, 2012 issued by the Chief Town Planner, Haryana – cum – Chairman Building Plan Approval Committee ('Building Plans') and the Company is therefore vested with the rights to develop, construct upon, sell and manage the Project/Project Land.
- (3) The Company plans to develop and construct the Project in terms of the License and sanctioned Building Plans and any revisions thereof, in a phased manner. The Project will comprise of residential apartments in several multi-storied buildings ('Towers'), penthouses and apartments along with apartments for the economically weaker sections of society, commercial areas, community building/centre, nursery school(s) as per the Applicable Laws/License and necessary infrastructural facilities and required amenities as may be prescribed under Applicable Laws along with Common Areas and facilities. However, the Applicant understands that during the development and construction of the Project and subject to the approval process of the DGTCP and any other Competent Authority, the Company may revise the Building Plans as may be necessary in the best interest of the development of the Project and such changes may require modifications and additions in the layout plan and/or deletions in respect of any Tower/Project including size, shape, area and specifications of the Apartment, if necessary.

APPLICATION ACCEPTANCE AT COMPANY'S DISCRETION

- (4) This Application neither constitutes any binding contract nor agreement to sell the Apartment in favor of the Applicant. The receipt of the Booking Amount with this Application does not mean or imply that the Company has accepted this Application or allotted the Apartment. This Application does not create any right or interest in any apartment at the Project and the acceptance or otherwise of this Application shall be the sole prerogative and absolute discretion of the Company that may reject this Application without assigning any reason under written advice to the First Applicant.
- (5) If the Application is accepted, the Company shall advise the First Applicant and provisionally allot the Apartment and such allotment shall be based upon the information as contained in this Application and will be subject to compliance and performance of all the terms, conditions and obligations as are set out herein which are broadly indicative of the terms and conditions as may be specified in the Agreement. In case the Company rejects this Application due to any reason, the Booking Amount paid along with this Application will be refunded without any interest and/or compensation. However, the Booking Amount is not refundable once the provisional allotment of the Apartment has been made by the Company.
- (6) Upon allotment of the Apartment, if the Applicant fails to deposit the amounts payable against the Apartment and/or to execute the Agreement within the time period as may be prescribed, then the Company shall be entitled, at its sole discretion, to cancel the provisional allotment of the Apartment and forfeit the Earnest Money subject to the terms and conditions then prevalent and call for such additional amounts if the Booking Amount falls short of the Earnest Money.

DECLARATION

- (7) Except for the right and interest of the Applicant as may be specified by the Company in the deed of declaration and amended declaration to be executed and registered by the Company with the Competent Authority in compliance of the Apartment Act ("Declaration") which shall

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

define, limit and govern such right and interest of the Applicant and which shall be conclusive and binding upon the Applicant, there will be no ownership rights over the 'Common Areas' and such areas as may be described for the purposes of such Declaration. The Applicant shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Company in its Declaration and subject to the by-laws of the Condominium/Association, Maintenance Agreement and provisions of the Apartment Act.

COMPANY'S RIGHT TO USE TERRACES

- (8) Terraces of all Towers containing apartments as well as of other buildings in the Project may be used by the Company, amongst other things, to lease the whole or any part of the roof/terraces for installation and operation of antenna, satellite dishes, communication towers and other communication equipment as may be required for benefit of owners of apartments in the Project and use/hire/lease any terrace for advertisement purposes as may be permissible under Applicable Laws. However, in case common amenities or facilities are provided on the roof/terraces for common use of owners of apartments in the Tower/Group Housing Colony, the Applicant shall be entitled to use such facilities, subject to timely payment of maintenance and other charges as may be specified by the Company/Maintenance Agency and the Applicant shall otherwise have no right or title of ownership of the same at any time.

COMMUNITY BUILDING/COMMUNITY CENTRE

- (9) In accordance with the sanctioned Building Plans, there is a provision for a community building/community centre ("Community Building") for social/recreational purposes in the Project and the Applicant agrees that subject to the provisions of the Apartment Act, the Company may transfer the operation, management and control of such Community Building and the Common Areas to the Maintenance Agency/Association on such terms and conditions as the Company may deem fit. The Applicant's right to use the Community Building shall be contingent upon the faithful adherence of the rules and regulations governing such use and on payment of related charges. All such charges will be in addition to Maintenance Charges and the Total Sale Consideration.
- (10) The Applicant agrees to pay the CBSD and the CBFC as mentioned in the Payment Plan.
- (11) The Community Building shall be a part of the Common Areas and the Applicant shall not have any title or interest in the same. Its use shall be subject to the terms and conditions as may more specifically be described by the Company in its Declaration and under the relevant provisions of the Apartment Act.

ASSOCIATION OF APARTMENT OWNERS

- (12) The Company shall transfer and convey the Common Areas as well as its obligations for maintenance of the Project excluding all the unallocated car parking spaces, dwellings for economically weaker sections of society, shops, commercial areas, other non-residential areas and unsold apartments, to the Association as may be formed in accordance with the Apartment Act, 1983 and the Rules framed thereunder as and when the same are made applicable to the Apartment/Project or the provisions of any other Applicable Laws and accordingly, sign, execute and file the Declaration before the Competent Authority. The Applicant agrees and undertakes to become a member of the Association and to sign, execute and abide by all the necessary documents, terms and conditions in this respect.

ESTIMATED PROJECT COMPLETION SCHEDULE

- (13) Subject to the terms of this Application Form and the Agreement including but not limited to timely payment of Total Sale Consideration, stamp duty and other costs and charges by the Applicant, "Force Majeure" and subject to the Applicant having complied with the necessary formalities and the documentation as may be prescribed by the Company from time to time and especially, as may be prescribed in the Notice of Possession, the Company shall endeavor to hand over the possession of the Apartment within a period of 36 (thirty-six) months from the date of execution of the Agreement or any revision in the sanctioned Building Plans, whichever is later ("Commitment Period"). The Applicant further accepts, agrees and understands that in addition, a period of 180 (one hundred and eighty) days ("Grace Period"), after expiry of the Commitment Period will be available to the Company to account for unforeseen/unplanned Project uncertainties. Subject to receipt of the Occupation Certificate upon completion of the Project, the Company shall issue a notice of offer of possession ("Notice of Possession") requiring the Applicant to assume possession of the Apartment within a time period as may be specified therein subject to the full payment of the Total Sale Consideration for the Apartment, procurement of stamp papers, execution of Conveyance Deed, payment of registration charges for registration of the Conveyance Deed and other costs, charges, deposits, dues, duties, interest, Holding Charges, interest on delayed payments, taxes, etc. against the said Apartment/Project as may then be applicable.

HOLDING CHARGES

- (14) Without prejudice to any other right that may be available to the Company under Applicable Laws or otherwise, any delay by the Applicant in carrying out its obligations including paying the Total Sale Consideration and other dues including all accrued interest and Conveyance Charges in respect of the Apartment within 30 (thirty) days from the issuance of the Notice of Possession, shall attract fixed charges at the rate of ₹ 7.50/- (Rupees Seven and Fifty Paise only) per sq. ft. of the Sale Area offered for possession for every month or part thereof for such delay ("Holding Charges") and all applicable Maintenance Charges for such Sale Area up to the date of payment of all the amounts mentioned in the Notice of Possession. In addition, the Company will withhold execution of the Conveyance Deed until the entire Holding Charges and Maintenance Charges, as may be applicable with interest thereon, if any, are fully paid. The Applicant agrees that such Holding Charges shall be a distinct charge unrelated to the BSP and shall be in addition to the Maintenance Charges or any other charge due and payable to the Company in respect of the Apartment under this Agreement.
- (15) The Applicant shall pay the Total Sale Consideration of the Apartment and other charges, deposits, taxes, calculated on the basis of Sale Area of the Apartment.
- (16) The BSP of the Apartment is exclusive of EDC/IDC and all other statutory deposits and/or charges required to be made by the Company for electricity, water and other facilities or any other charges paid/payable by the Company to the relevant Competent Authority. The same shall be payable by the Applicant in such proportion as the Sale Area of the Apartment bears to the total sale area of all apartments in the Project as per applicable rates levied/as may be levied by the Competent Authority. However, in case the same are revised/changed at any time, whether prospectively or retrospectively, the same shall be payable by the Applicant in such proportion as the Sale Area of the Apartment bears to the total sale area of apartments in the Project and as and when demanded by the Company, whether after provisional allotment, signing of the Agreement or after execution of the Conveyance Deed.
- (17) The Applicant agrees and undertakes to pay all Govt. rates, taxes on land, municipal tax, property tax, wealth tax, taxes, fees or levies, cesses of all and any kind by whatever name called, whether levied or leviable now or in the future by the Government, Municipal Authority or any other Government Authority on the said Project, Project Land or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant shall pay all such levies, taxes, charges and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant till the Apartment is assessed separately.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

CAR PARKING SPACES

(18) The Company shall have the sole and exclusive right to allocate the car parking spaces in the Group Housing Colony and at such terms and conditions it may consider necessary. Such car parking spaces may be allocated to owners of apartments and in accordance with such allocation, the Applicant shall have the right to use the Car Parking Spaces which will be appropriately ground-marked at the time of handing over the possession of the Apartment and shall be used only to park vehicles meant for private use and for no other purpose. The Car Parking Spaces will always be attached to the Apartment and shall not have any separate legal entity/title, detached or independent of the Apartment and cannot be transferred or otherwise dealt with in any manner independent of the Apartment. No storage of materials of any nature or description howsoever temporarily, shall be permitted in the Car Parking Spaces at any time.

MAINTENANCE OF THE APARTMENT AND GROUP HOUSING COLONY

(19) For proper upkeep and maintenance of the Project including the Common Areas, the Company may appoint any Maintenance Agency until the time the Association, as may be formed under the Apartment Act, takes over such maintenance. The Applicant agrees to execute the Maintenance Agreement with such Maintenance Agency simultaneously upon execution of Conveyance Deed. However, the Applicant undertakes to pay Maintenance Charges regardless of whether the Applicant is in possession or occupation of the Apartment or not and such Maintenance Charges shall become due and payable from the date of Notice of Possession, irrespective of whether the Maintenance Agreement is executed by the Applicant or not.

TIMELY PAYMENTS

(20) The timely payment of the entire amounts due and payable by the Applicant to the Company is an integral part of this Agreement. In the event the Applicant defaults in payment of any amount(s) due and payable per this Agreement or otherwise beyond a period of 60 (sixty) days from the due date(s) for each of such payments, the Company shall have the right to terminate this Agreement and cancel the allotment of the Apartment and refund the amounts received against the Apartment without interest and only after re-allotment of the Apartment after deduction of the Earnest Money, accrued interest, brokerage/commission, if any and other charges of non-refundable nature. The Applicant shall be liable to pay simple interest at the rate of 18% per annum for such period for each payment delayed beyond the due date till the date of receipt. The Company shall adjust all amounts received from the Applicant first towards interest on overdue payments, thereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the current dues for which the payment is tendered.

TRANSFER OF THE APARTMENT

(21) Subject to prevailing company policy on lock-in, restrictions and transfer charges in this regard, the Agreement and Applicable Laws, the Applicant may transfer the Apartment and all the rights and obligations under the Agreement ("Transfer"). A Transfer shall be subject to rectification of any breach of the Agreement, payment of all outstanding dues in respect of the Total Sale Consideration, accrued interest on delayed payments, other charges, costs and expenses accrued as at the date of the Transfer, the administrative charges for such Transfer as may be decided by the Company and execution of collateral documentation by the Applicant ("Transferor") and the buyer of such Apartment ("Transferee") in the standard format(s) of the Company. In case the Transferor has secured any finance/loan against the Apartment from any financial institution/bank, a 'No Objection Certificate' of the financial institution/bank will be required before the Transfer. The Transferee shall be responsible to sign and execute such documents and undertakings as may be prescribed by the Company to ensure that the Transferee remains completely obligated to perform the various functions, duties and obligations of the Transferor as per this Application/Agreement.

LOANS FROM BANKS/FINANCIAL INSTITUTIONS

(22) In case the Applicant avails of any loan for the purpose of making payments in respect of the Apartment, no responsibility/liability shall attach upon the Company or on the Apartment in case of breach of any loan agreement the Applicant may execute with any bank or financial institution for such purpose and it shall be the exclusive responsibility and liability of the Applicant to ensure that the loan is processed and all payments released to the Company within the time period as stipulated in the Payment Plan. Any arrangement that the Applicant has with any institution/bank for any loan against the Apartment and/or the Agreement shall not dilute the obligation of the Applicant to make timely payments for the Apartment. No payment due or payable to the Company shall ever be contingent upon the Applicant obtaining or continuing to receive any financing under any such loan arrangement and regardless, the Applicant shall remain obliged to make timely payments of all dues and payments against the Apartment. No payment shall be delayed or withheld on grounds of non-availability/delay in sanction/ disbursement of any loan for any reason whatsoever and if the Applicant fails to make timely payments of dues due to the Company, then the Company may cancel the allotment of the Apartment and forfeit the Earnest Money.

CHANGE IN MAILING ADDRESS OF THE FIRST APPLICANT

(23) The First Applicant shall inform the Company in writing of any change in the mailing/correspondence address mentioned herein failing which all demands, notices and other communications etc. by the Company shall be mailed to the address of the First Applicant as given in this Application or to the address as last recorded by the Company in its records and all such demands, notices and other communications shall be deemed to have been duly delivered and served upon the First Applicant and all other Co-Applicants. The Company shall not separately communicate with any Person except the First Applicant.

(24) The Company shall be under no obligation to send reminder/notices to the Applicant in respect of payment of dues against the Apartment and the Applicant is required to comply with all obligations with respect thereto and in the event the Applicant fails to comply with the terms and conditions hereof, the Company shall have the right to cancel/terminate the allotment and/or the Agreement and forfeit the Earnest Money and thereafter, the Applicant shall have no remaining lien, right, title or claim of whatever nature in the Apartment and car parking space(s) designated to such Apartment.

COMPLIANCE WITH APPLICABLE LAWS

(25) In case the Applicant (including any Co-Applicant) is a non-resident/foreign national/Person of Indian Origin governed by FEMA and rules/regulations framed thereunder, it shall be the sole responsibility and obligation of such Applicant to obtain all necessary permissions/approvals/sanctions etc. as required from the Competent Authority and comply with the provisions relating to remittances from foreign nations in relation to the Apartment/Project. The Applicant shall be required to provide to the Company all such permissions/approvals/sanctions/documents etc. as may be asked for by the Company. No liability or responsibility shall attach upon the Company at any time in this regard.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

- (26) Whenever there is a change in the residential status of the Applicant including any of the Co-Applicants subsequent to the signing of this Application/Agreement, it shall be the sole responsibility of the First Applicant to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

ASSIGNMENT

- (27) The Company reserves all its rights to assign all or any of its rights and obligations in respect of the Project and the Agreement in favor of any Subsidiary/Group Company at any time at its discretion and at any time during the planning, construction and development of the Project due to any reason whatsoever including but not limited to sale/merger/amalgamation of the Company with any entity. Such assignment/transfer shall be subject to the prior permission of the DGTCP in this regard if required under the Applicable Laws. With effect from such date of assignment, all letters/correspondence exchanged with the Applicant including the monies paid till then shall automatically be transferred to such assignee without any alteration in the original terms and conditions of the Application/Agreement. In such an event, this Application/the Agreement will be executed/endorsed, as the case may be by such assignee of the Company with the Applicant and the Applicant shall continue to perform all the obligations towards such assignee in accordance with the terms hereof.

RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTION

- (28) The Applicant agrees that the Company, may at its sole discretion construct the Project in phases as may be permitted under Applicable Laws and the Applicant undertakes not to have any objection to any additional construction on any Tower or construction of other buildings adjoining the Apartment/Tower or the transfer of such construction and development right to any third party or any inconvenience that may be caused due to such construction or any disruption that may be caused in the peaceful and convenient use of the Common Areas, Community Building etc. Further, if due to any change in the Applicable Law/increase in the Floor Area Ratio (FAR) that permits further construction on any portion of the Project Land or in any part of the Project, the Company shall be entitled to undertake such construction and the Applicant shall not have any objection thereto and hereby accords unconditional consent thereto.
- (29) The Company shall be entitled to use the essential infrastructure/Common Areas of the existing Project for additional construction for integrated development of any additional FAR and the said Project. The Applicant acknowledges that no payment has been made by the Applicant towards any additional FAR and the Applicant shall have no right to object to any of such additional construction carried on the said Project or the use of essential infrastructure/Common Areas of the existing Project for any such additional construction at any time.

PERMITTED USE OF THE APARTMENT

- (30) The Applicant agrees and undertakes to use the Apartment for residential purposes alone and for no other purpose and shall not conduct any illegal or immoral activities which may be contrary to public policy, Applicable Laws and rules and regulations of the Association. The Applicant shall not carry out any addition or modification, temporary or permanent, in the Apartment and shall not change the façade, color scheme/texture of the Apartment/Tower by any construction or installation of external air conditioning, cooling or heating appliances, or alter or modify any front/rear lawns, terrace of the Tower etc. and shall not put up any structure, temporary or permanent, to cover any open areas of the Apartment including balconies.

MORTGAGE RIGHTS OF THE COMPANY

- (31) The Company reserves its right to raise finance from any financial institution/bank and mortgage the Project Land or any part thereof, buildings, plant, equipment, machinery and the apartments in the Project including the Apartment by way of mortgage/charge/securitization of receivables or through any other mode subject to the condition that the Apartment shall be free and clear of such encumbrances, lien and charges upon the execution of the Conveyance Deed. The Applicant agrees that the provisions of the Agreement shall be subject and subordinate to any lien or mortgage heretofore or hereafter made/created by the Company and the payments or expenses already made or incurred thereto, or which may hereafter be made or incurred pursuant to the terms thereof or incidental thereto, or to protect the security thereof to the fullest extent.

CHANGES AND VARIATIONS IN SALE AREA

- (32) The Total Sale Consideration and other costs and charges have been computed on the basis of Sale Area of the Apartment which is tentative and approximate and the actual Sale Area will be determined based upon the final measurement of the Apartment and calculation of areas under Common Areas after obtaining the Occupation Certificate and, in this regard, subject otherwise to the terms in respect of any change in the Sale Area, the certificate of the Project's architect shall be final and binding upon the Applicant. The proportionate inclusion of areas under the Common Areas in the computation of the Sale Area of the Apartment does not confer any title therein to the Applicant. The Applicant accepts and understands that the Sale Area is subject to changes at any time in the best interest of the development of the Project and the Common Areas and as may be permitted by the DGTCP and/or any Competent Authority. Such changes (including changes resulting from any amendment/modification/repeal of any Applicable Laws) may result in additions, alterations, deletions and/or design modification in/to the Apartment/Tower/Project including but not limited to, planned and all unforeseen changes in the Sale Area, floor plans, location, designs, layout and specifications of the Apartment and/or the number of Towers or the number of apartments or the number of floors in any Tower(s) or number of penthouses as well as in any of the Common Areas, Community Building and other amenities ("Changes"). The Applicant shall accept any variation in the Sale Area of up to 10% (Ten Per Cent) of the Sale Area mentioned herein at commensurate increase/decrease in the Total Sale Consideration at the same BSP.
- (33) Any change in any of the Applicable Laws shall automatically entitle the Company to make such amendments, alterations, modifications and changes in the Project or any part thereof and in the Agreement, as such change in the Applicable Laws may require or permit, in the best interest of the development of the Project.
- (34) If any of the Changes leads to any variation in the Sale Area of the Apartment in excess of Ten Percent (10%) of the Sale Area mentioned herein at any time prior to the execution of the Conveyance Deed for the Apartment and such variation is unacceptable to the Buyer, the Company shall make every attempt to offer an alternate apartment of a sale area similar to the Sale Area of the Apartment (within the maximum of 10% variation in the Sale Area) subject to availability and if such alternate apartment is available, the applicable Total Sale Consideration for such alternate apartment shall be payable/refundable, as the case may be, for the sale area of the alternate apartment at the BSP mentioned herein and there shall be no other claim against the Company in respect of the Apartment nor shall otherwise be raised by the Applicant in this regard.
- (35) However, if for any reason, if there is no such alternate apartment available or if the Sale Area of an available alternate apartment exceeds 10%, the allotment of the Apartment shall then be cancelled and the Applicant shall be refunded all the amounts received against the Apartment within 90 (ninety) days of the realization from the subsequent sale of the Apartment along with 9% simple interest per annum calculated from the date of realization of respective amount(s) paid by the Applicant against the Apartment. No other claim or for any

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

compensation for any loss or damage by whatever name called shall lie against the Company nor shall otherwise be raised by the Applicant at any time and it is also expressly agreed that the Applicant shall have no objection to nor shall there be any claim, lien on the Apartment for its subsequent sale/re-allotment regardless of the Applicant accepting or declining the available alternate apartment.

CHANGE IN APARTMENT SPECIFICATIONS

- (36) The Company undertakes that as far as may be possible, the Apartment will be constructed substantially in accordance with the agreed specifications subject however, to the right of the Company to alter any such specifications by using available substitute materials, fittings or fixtures of like/similar quality as may be advised by the Project architects at any time in the best interest of the development of the Project or due to the non-availability of any materials, fixtures and fittings for any reason or due to Force Majeure conditions and the Applicant hereby specifically agrees to accept the Apartment with such changed specifications. Provided that there shall be no adjustment in the Total Sale Consideration if any of the specifications of the Apartment are changed by any available substitutes/alternatives.

INDEMNITY

- (37) The Applicant shall indemnify and keep the Company, its employees, directors, agents, representatives, advisors, estate and effects indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance or breach of any of the covenants and conditions as mentioned in the Application Form/Agreement and as required of the Applicant under Applicable Laws the compliance of which shall remain the Applicant's direct responsibility and obligation.

OTHER OBLIGATIONS OF THE APPLICANT

- (38) The Applicant represents being legally qualified and competent to make this Application and that all required clearances, approvals, consents, permissions, sanctions and anything that is required under Applicable Laws have been duly obtained and shall be maintained and complied with as may be required of the Applicant.
- (39) The provisions of this Application Form and the Agreement and the obligations arising thereunder in respect of the Apartment or the Project shall be equally applicable to and enforceable against all occupiers, tenants, licensees of the Apartment and to all subsequent purchasers, transferees of the Applicant who may have any lawful lien upon the Apartment and to such other parties including any bank/financial institution that may have extended any financial assistance/loan to the Applicant against the Apartment or otherwise. The Applicant undertakes that in any dealing with any third party in relation to the Apartment, the Applicant shall disclose the Application/Agreement to such third party and procure that such third party agrees and complies with the provisions of the Application/Agreement at all times.
- (40) The Applicant agrees to pay as and when demanded by the Company all stamp duty and registration charges and all other incidental legal fees, costs and expenses for the preparation and execution and registration of the Agreement and the Conveyance Deed within the stipulated period and other fees, dues, costs, charges and expenses as maybe payable or demanded from the Applicant in respect of the Apartment. In case the Applicant fails to perform such and other obligations, the Company shall have the right to cancel the allotment of the Apartment and forfeit the Earnest Money among other charges of non-refundable nature. Further, the Applicant will not be refunded any amounts paid towards any deposits/accrued interest on delayed payment, brokerage/commission paid/payable and Holding Charges, as may be applicable, etc. The balance amount will be refunded to the Applicant without any interest upon realization of money from the re-sale or re-allotment of the Apartment.
- (41) The Applicant shall comply with all the legal requirements for purchase of the Apartment wherever applicable, before and after execution of the Agreement/Conveyance Deed and sign all the requisite applications, consents, declarations, NOCs, forms, affidavits, undertakings etc. as may be required for the purpose.

THIRD PARTY PAYMENTS

- (42) All payments shall, unless otherwise specified in writing by the Company, be made by demand draft/banker's cheque/cheque payable at Delhi/NCR. The Company shall not be responsible towards any third party that may make payments to the Company for and on behalf of the Applicant or otherwise and no third party shall have any right, title, claim or interest in respect of the Apartment at any time. The Company will communicate directly with the Applicant and shall issue payment receipts only in the name of the Applicant. It is hereby unconditionally agreed that regardless of the Company having received any payment from any third party against the Apartment, the Applicant shall remain entirely and exclusively responsible and liable for all the payments including third-party payments that may be made to the Company in respect of the Apartment.
- (43) In case the Applicant is required to pay any margin, commission or brokerage to any Person for any services rendered by such Person to the Applicant, whether inside or outside India, for acquiring the Apartment or any aspect related thereto, the Company shall in no way whatsoever be responsible or liable for the same and no such margin, commission or brokerage shall be deductible from the Total Sale Consideration and other dues paid/payable/agreed to be paid to the Company with respect to the Apartment.
- (44) The Project may have built-up areas on the Project Land other than the Towers/Apartments including commercial areas, other buildings, nursery school etc., if permitted. The Applicant will have no claim, right, title or interest in any such commercial premises and other buildings constructed thereon and facilities as provided therein and the Company shall enter into separate agreement(s) with owners of shops, schools and commercial premises and the Applicant agrees and confirms not to raise any dispute/objection in this regard at any time during occupancy of the Apartment or thereafter or to claim any compensation or whatever nature at any time.
- (45) The basement (other than car parking purposes) and all service areas of the Group Housing Colony and any land forming part of the Project Land may be used to house common services, including but not limited to pumps, compressors, plant, equipment and machinery for air-conditioning, transformers, sub-stations, DG sets, water tanks, pump rooms, maintenance and control rooms, effluent treatment plant, waste collection and treatment, emergency evacuation and assembly, fire-fighting equipment and other permitted uses as per Zoning/Building Plans. The Applicant shall not be permitted to use any of such areas in any manner whatsoever and the same will be reserved for use by the Company or Maintenance Agency and its staff and employees for rendering services for the Group Housing Colony.

DISPUTE RESOLUTION

- (46) In case of any dispute in relation to the Apartment, the same shall be adjudicated by way of arbitration which shall be conducted by a sole arbitrator to be mutually nominated. The venue of the arbitration shall be at a suitable location at New Delhi/Gurgaon and the arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996 and amendments/modifications thereto. The arbitration proceedings shall be in the English language and the Parties shall respectively and proportionately bear the costs and expenses of such arbitration unless the arbitrator specifically awards costs. The arbitral award shall be final and binding upon the Parties and the arbitrator shall be required to give reasons in writing for the award.

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

SEVERABILITY

(47) If any provision of this Application is determined to be void or unenforceable under the Applicable Laws, such provision shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such Applicable Laws and the remaining provisions of this Application shall continue to remain valid and enforceable by and between the Parties.

ENTIRE AGREEMENT

(48) This Application shall be the basis of the Agreement which when executed, shall constitute the entire agreement between the Company and the Applicant with respect to the subject matter hereof and shall supersede this Application and all other understandings, any other agreements, correspondences, memorandums and arrangements written or oral, between the Parties.

SPECIFIC PERFORMANCE

(49) Notwithstanding anything contained in this Application, the Company shall at all times be entitled to seek specific performance against the Applicant for performance of the Applicant's obligations under this Application, in addition to and without prejudice to the Company's rights to claim interest and compensation for any act of commission or omission on the part of the Applicant and other rights available to it under Applicable Laws.

GOVERNING LAW

(50) This Application shall be governed by the laws of India. The Parties agree to abide by the Applicable Laws. The Parties hereby submit to the jurisdiction of courts at Delhi to decide all matters relating to this Application/Agreement.

I/we do hereby declare and agree that I/we have read and understood the aforesaid terms and conditions and hereby accept to completely abide by the same at all times. I/we hereby further declare that I/we fully understand the legal and financial implications of the aforesaid terms and conditions and remain cognizant of my/our duties, obligations and responsibilities in this respect and as testimony of my/our unconditional acceptance of the same, hereby request the Company to accept this Application.

Thanking you,

Yours faithfully,

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Signature of Sole/First Applicant

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Signature of Co-/Second Applicant

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Signature of Co-/Third Applicant

FOR OFFICE USE ONLY

Receiving Officer's Name & Title Date

Block Number	Tower Number	Floor	Unit Number	Sale Area	
				In sq. ft.	In sq. mt.

Basic Sale Price	₹...../sq. ft.
Discounts (if any)	₹...../sq. ft.
Net Basic Sale Price	₹...../sq. ft.
Car Park Use Charges (CPUC) Number of Open..... Number of Covered.....	
Payment Plan	Down Payment Plan <input type="checkbox"/> Construction Linked Plan <input type="checkbox"/>

Checklist for Receiving Officer

1. Copy of signed Payment Plan from applicant
2. Duly filled Application Form
3. Applicant's signature on all pages
4. Self attested PAN copy (all applicants)
5. Self attested Address Proof (all applicants)
6. Documents related to NRI/PIO/FOREIGN CITIZEN/FNIO/OCI (self attested)
7. Documents related to Company/HUF/Partnership Firm (self attested/certified)
8. Broker NOC (if any towards adjustment of discount on BSP)

9. Remarks/Exceptions

x

Receiving Officer's Signature

x

Name & Signature of Sales Head



EXPERION
THE POSITIVE SIDE OF LIFE

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Sushant Lok I, MG Road, Gurgaon, Haryana 122002.

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