

For Office use only

Office Space / Unit No.

Application Dated ____/____/____

Customer Code _____

Net BSP _____

Authorised Signatory _____

Applicant(s) Signature

BRAHMA BESTECH ATHENA

Application for Provisional Allotment of Office Space / Unit in Brahma Bestech Athena on Plot No. 2, Sector 16, Gurgaon, Haryana ("Application")

Dear Sir(s),

I / we am / are desirous of obtaining allotment of Office Space / Unit No. _____ on _____ floor having super area of approximately _____ sq. ft. (hereinafter referred to as the "Unit") in BRAHMA BESTECH ATHENA (hereinafter referred to as "Athena") the forthcoming commercial complex being developed on Plot No. 2, in Sector 16, Tehsil and District Gurgaon, Haryana (hereinafter referred to as "Plot").

I / We am / are aware that the said Plot over which the project is being implemented has been acquired at an auction by M/s. Krrish Infra Nirman Private Limited, M/s. Brahma India Fund Mauritius Ltd. and M/s. Brahma Opportunities Ltd. ("the Consortium") from Haryana State Industrial and Infrastructure Corporation Ltd and in terms of a Memorandum of Understanding entered between the Consortium members, M/s. Brahma Centre Development Pvt. Ltd. has been approved as a Special Purpose Vehicle (SPV) by Haryana State Industrial and Infrastructure Corporation Ltd for the development of the said Plot as a commercial complex.

I / We am / are further aware that thereafter M/s. Brahma Centre Development Pvt. Ltd. entered into an agreement of collaboration with M/s. Bestech India Pvt. Ltd. who is proceeding to undertake the construction /development of the project in furtherance of the agreement of collaboration. The property intended to be purchased by the Applicant(s) forms part of allocation of M/s Bestech India Pvt. Ltd./ M/s Brahma Centre Development Pvt. Ltd (hereinafter referred to as the "Company/s"), in terms of collaboration agreement referred to above.

I/ We are applying for the allotment of the Unit with the full knowledge that the plans for Athena in which the Unit will be located have not been sanctioned by the authorities and the plans shall be revised on a regular basis.

I / we request that I / we may be provisionally allotted Unit referred to above tentatively admeasuring [●] sq.ft. of super area ([●]sq. mtr.) in Athena. I / we understand that the proposed allotment shall be subject to sanction of building plans / revised building plans / sanctions / approvals and timely payments and also in compliance with broad and indicative terms and conditions set out herein.

I / We undertake to execute the documents in the standard form as and when necessary for the allotment of the Unit at Athena and shall strictly adhere to all the terms and conditions stipulated by the Company/s from time to time.

In the event the Company/s accepts my Application, I/We shall pay any dues in terms of the terms and conditions mentioned herein and /or the Unit Buyer's Agreement as per the preferred payment option opted by me/us as explained to me/us by the Company/s and fully understood and accepted by me/us. I/We shall pay, as and when demanded by the 'Company/s' any further installment of agreed sale price, stamp duty, registration fees, service tax including fresh incidence of tax if any, as levied by the Government and all other incidental and legal expenses for execution and registration of conveyance deed/sale deed/ transfer deed in respect of the said Unit.

It is agreed and understood that the said Unit shall be deemed to be allotted to me/us on my/our execution of the agreement hereinafter referred to as the "Buyer's Agreement" provided by the Company/s. I / We after understanding and accepting my/our obligations and all the implications thereof and the obligations and the liabilities of the Company/s as set forth in the Buyer's Agreement undertake to abide by the terms and conditions of the Buyer's Agreement. I/We agree that the Buyer's Agreement shall not be binding upon the Company/s until executed by the Company/s.

I / We have read and understood the terms and conditions of this Application, stated hereinafter and agree/s to abide by the same. I / We enclose herewith a sum of ₹ _____ (Rupees _____

only) by the Bank Draft / Cheque No. _____ drawn in favour of the _____ Company payable at _____ as Earnest Money / Booking Amount as stated in the Company's Payment Plan attached as **Annexure I**.

I / We have clearly understood that by submitting this Application. I /we do not become entitled to the provisional and /or final allotment of the Unit in Athena, notwithstanding the fact that Company may have issued a receipt in acknowledgement of the Earnest Money tendered with this Application. I /We agree that the registration and subsequent allotment of the Unit is at the sole discretion of the Company and incase the said Unit is not allotted to me/us for any reason whatsoever, I / we shall not raise any objection, claim, damage or challenge the same in a court of law. I/We agree that the Earnest Money (defined hereinafter) or any further installment shall be deposited with the Company/s towards the allotment of the Unit shall be refunded without any interest to me/us within a period of 30 (thirty) days from the date the notice of rejection from the Company/s is received by me/us.

Applicant(s) Signature

I / We agree and understand the broad terms and conditions stipulated herein and hereby accord our acceptance thereof.

Signature of the First Applicant

Signature of the Second Applicant

Signature of the Third Applicant

I / We remit herewith a sum of ₹ _____ (Rupees _____)

as per below mentioned details, towards Earnest Money for the said Unit, which may be treated as the non-refundable Booking Amount.

Draft / Cheque No.	Dated	Drawn on	Amount (in ₹)

All payments shall be made s through bank drafts and cheques in favour of “_____” payable at Gurgaon / New Delhi.)

In respect of applicant(s) falling under the Non-Resident Indians/Persons of Indian Origin category all remittances, acquisition/transfer of the said Unit shall be subject to the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”),exchange control laws in India and any other statutory enactment.

Applicant(s) Signature

My / Our particulars are as furnished below for your records for reference and communications:

Sole / First Applicant

Name: Mr. /Mrs /Ms /M/s.....

S/W/D of Mr..... Mailing

Address:.....

.....

.....

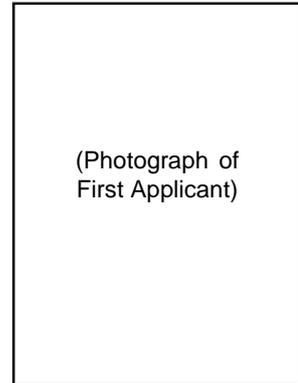
Telephone No. 1).....2) 3)
(Residential) (Office) (Mobile / Other)

FAX No:..... E-Mail Address :.....

Pan No:.....Ward / Circle.....Date of Birth...../...../..... (DD)
(MM) (YYYY)

Profession / Business

Residential Status (.....) Indian / (.....) NRI / (.....) Foreign National of Indian Origin



Second Applicant

Name: Mr. /Mrs /Ms /M/s.....

S/W/D of Mr..... Mailing

Address:.....

.....

.....

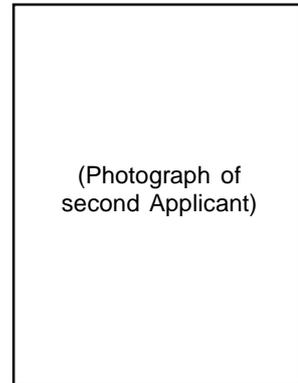
Telephone No. 1).....2)3)
(Residential) (Office) (Mobile / Other)

FAX No:..... E-Mail Address :.....

Pan No:.....Ward / Circle.....Date of Birth...../...../..... (DD)
(MM) (YYYY)

Profession / Business

Residential Status (.....) Indian / (.....) NRI / (.....) Foreign National of Indian Origin



I / We do hereby declare that this Application is irrevocable, the allotment of the Unit is at sole discretion of the Company and that the above particulars/information given by me / us is true and correct and nothing has been concealed there from.

Applicant(s) Signature

Checklist for Receiving Officer:

- (a) Booking amount Cheques / Drafts
- (b) Customer's signature on all pages of the Application form at places marked as "X".
- (c) PAN No. & Copy of PAN Card /Form No.60/ Form 49 A.
- (d) For Companies: Certified copies of memorandum & articles of association and board resolution in the support of the authorized signatory under common seal of the company.
- (e) For Foreign Nationals of Indian Origin : Foreign Inward Remittance from the account of the Applicant(s) / NRE / FCNR A/c of the Applicant / IPI -7 / Passport Photocopy.
- (f) For NRI: Copy of the Passport/Foreign Inward Remittance from the account of the Applicant(s)/NRE/NRO A/c of the Applicant.
- (g) For Partnership Firm: partnership deed and authorization to purchase.
- (h) Photo Identity, Residence Proof and 2 passport size photographs.

Applicant(s) Signature

**INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF UNIT IN BRAHMA BESTECH
'ATHENA' BEING DEVELOPED ON PLOT NO. 2, SECTOR 16, GURGOAN, HARYANA**

The terms and conditions mentioned herein are only indicative in nature. The standard Buyer's Agreement shall set out comprehensive obligations, terms and conditions which, upon execution shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement.

1. TITLE

That the Applicant(s) has made this Application for allotment of Unit in **BRAHMA BESTECH ATHENA** a Commercial Complex (herein after referred to as "**BRAHMA BESTECH ATHENA** ") which is proposed to be developed on Plot No. 2 in Sector 16, Tehsil and District Gurgaon with full knowledge of applicable laws and limitations of the Company and subject to all the laws/notifications/bye laws and rules applicable to this area in general and this project in particular which have been explained by M/s. Bestech India Pvt. Ltd./ Brahma Center Development Pvt. Ltd. (herein after collectively referred to as "**Company**"), and are understood by the Applicant(s). The Applicant(s) has applied for provisional allotment of the Unit and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of Athena and has also satisfied himself about the arrangements/ title/ interest/rights of the Company in the land on which the Athena is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn.

2. ALLOTMENT

- i) The allotment of the Unit shall be made on first come first serve basis. However, the allotment shall be entirely at the sole discretion of the Company/s, which has the right to reject any Application without assigning any reason whatsoever. The Applicant(s) understands that if the Application is rejected, the Company shall refund the Earnest Money deposited by the Applicant(s), without any interest.
- ii) The Applicant(s) hereby declare that he/she/they is/are competent to make and submit the present Application in relation to the Unit and there is no legal or contractual impediment or restriction on the Applicant(s) making this Application. Further the Applicant(s) undertake that the Applicants(s) shall use the allotment for the purpose it is allotted and for no other purpose. The Applicant(s) has/have clearly understood that submission of this signed Application form and payment by the Applicant(s) of the booking amount shall not constitute a right to allotment of the Unit in proposed Athena and it shall not create or result in any obligation on the Company/s towards the Applicant(s). The Applicant(s) understand that once submitted, this Application cannot be revoked by him/her/them. In the event Applicant(s) withdraw the present Application or if Applicant(s) do not accept the allotment made by the Company on his/her/their Application or Applicant(s) does not execute the Buyers Agreement within the time stipulated by the Company for this purpose, the entire Earnest Money shall be forfeited by the Company/s and the Applicant(s) shall be left with no right, interest, claim in the Unit or its booking or otherwise on the Company/s in any other manner whatsoever.
- iii) That the Applicant(s) acknowledge that the Company/s has fully disclosed the title and the requisite approvals including but not limited to the license applications with respect to Athena. Upon acceptance of the application by the Company, the Applicant(s) shall be required to execute the Buyers Agreement in the Company's prescribed format, within 30 (thirty) days from the date of its dispatch of the said Agreement by the Company, failing which the Company shall have the right to cancel the allotment and forfeit the Earnest Money calculated at 10% of the basic sale price and allot/ sell the said Unit to any third party or use it for any purpose it may deem appropriate.
- iv) That the Applicant(s) has made this Application with full knowledge of the fact that the plans for Athena has been approved and which is subject to revision as may be decided by the Company/s or as may be directed by the concerned authority from time to time. The Applicant(s) shall have satisfied himself about the rights, interests and title of the land on which Athena is being developed and of the Company/s to sell the said Unit and has/have understood the all the limitations and obligations thereof. The Applicant(s) agree that the Applicant(s) has carried out its independent investigations and he/she/they undertake not to raise any dispute or objection in this respect pursuant to submission of this Application. The Company/s shall not entertain and there shall not be any further enquiry, investigation or objections by the Applicant(s) in this respect.
- v) That the Applicant(s)/ acknowledges that the Company/s has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except

Applicant(s) Signature

as specifically represented in this Application and the Applicant(s) has/ have relied solely on his/ her/ their own judgment in deciding to make the Application for purchase of the said Unit.

- vi) If for any reason whatsoever the Company/s is not in a position to allot the Unit at Athena, the Company/s shall be responsible and liable only to refund of the amount deposited by the Applicant(s) towards Earnest money without any interest or compensation whatsoever. Thereafter, the Applicant(s) shall have no right, claim, interest, monetary or otherwise against the Company/s or in respect of the Unit applied for by the Applicant(s), and the Company/s shall not be liable for any compensation on this account. On refund of the application money, the Company/s shall have absolute right and entitle to deal with the allotment in any manner deemed fit.
- v) In case of Applicant(s) being a NRI (non Indian resident) or PIO (persons of Indian origin), it shall be the sole responsibility of the Applicant(s). to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws or any amendments thereof, in relation to all remittances, acquisition of the Unit etc. and will provide the Company/s with such permissions, approvals which would enable the Company to fulfill its obligations and or compliances under this Application or 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 Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law, statutory provisions and amendment thereof. The Applicant(s) understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant(s) shall keep the Company/s fully indemnified and harmless with respect to any harm, injury, losses, claims and demands caused to the Company/s due to non-compliance with guidelines by the Applicant(s). The Company accepts no responsibility in this regard.
- vi) The Company/s reserves the right to initiate any further enquiry requiring a thorough regulatory financial and/or other verification, as it may so desire concerning the Applicant(s), and the Applicant(s) shall be obligated to provide all such information as required by the Company/s.
- vii) That the Applicant(s) accepts and understands that the Unit applied for shall be subject to the provisions of the Haryana Apartment Ownership Act, 1983 and all other applicable statutory enactments. The common areas, common facilities and the undivided interest of each Unit shall be specified by the Company/s in the declaration to be filed by the Company/s in compliance with the Haryana Apartment Ownership Act 1983 which Declaration shall be binding on the Applicant(s). The Applicant(s) agree that such Declaration shall be conclusive and binding upon them and confirm that their title, right and interest to the Unit shall be governed by and limited to what is specified in the by the Company/s in the Declaration in strict compliance with the Haryana Apartment Ownership, 1983. Further, the Applicant(s) accepts that it shall not have any right, title or interest in the precise land underneath the building i.e. the Athena.
- viii) The Applicant(s)/ undertakes to indemnify the Company/s, its assignees and nominees from and against all consequences resulting from the breach by the Applicant(s) of any law or any of the terms and conditions of this Application / Buyers's Agreement or its representations, warranties and undertakings found to be untrue.
- ix) The Company shall endeavour to complete the construction of Athena not later than ____ months from the date of the approval of the building plans or signing of the Buyer's Agreement whichever is later, subject to certain limitations as provided in the Buyer's Agreement and the timely compliance of the provisions of the of the Buyer's Agreement by the Applicant(s). It is made clear that the Company/s shall be entitled to a grace period of 9 (nine) months from the date mentioned above. In the event the Company/s fails to complete the construction within the stipulated time period and as per the terms and conditions of the Buyer's Agreement, then the Company/s shall be liable to pay a simple interest @ _____ per annum of the amount received by the Company/s as BSP for the Unit from the Applicant(s), which both parties agree shall be a just and equitable estimate of the damages that the Applicant(s) may suffer and that the Applicant(s) shall not have any other right / claim whatsoever. Notwithstanding, any of the above, the payment of the simple interest for the delayed period by the Company/s shall be subject to the Applicant(s) having fulfilled his/her/their obligations as per the terms of the Buyer's Agreement. Further, upon the receipt of the occupation certificate, the Company shall hand over the possession of the Unit to the Applicant(s), within a period of 30 (thirty) days.
- x) Subject to the other terms and conditions of this Application and the Buyer's Agreement on and after the payment of the total price as may be demanded by the Company, and other charges and dues as per the Application/ Buyers' Agreement, the Applicant(s) shall have the i) ownership of the Unit without any right, title or interest in the footprint of Athena, ii) the right to use common area and facilities along with the other unit owners iii) right to exclusive use of the parking space (s) allotted to the Applicant(s) as per Company policy.

Applicant(s) Signature

- xi) The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the, other commercial premises, buildings, parking spaces, etc. or in the operation and management of Athena or otherwise, 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, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.
- xii) The Applicant(s) understands and confirms that the Company may carry extensive developmental/ construction activities for many years in future in the entire site area of the Athena in which the Unit may be located and the Applicant(s) shall not have any right to object 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 the Applicant(s) due to such developmental /construction activities or incidental/related activities It is agreed by the Applicant(s) that all rights including the ownership thereof of land(s), facilities and amenities outside the Athena, 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.

3. LAYOUT, PLANS AND AREAS

- i) The meaning of super area and its use for the calculation of sale price and other charges in respect of the Unit proposed to be allotted is made clear to the Applicant(s). That the Applicant(s) has seen and accepted the draft proposed /typical plans, specifications, dimensions and locations of the proposed commercial units at **ATHENA** which are tentative and indicative and may be changed, altered, modified, revised, added, deleted, substituted or recast as may be deemed appropriate by the Company or if and when as directed by the concerned authority and/or Architect at any time. The Applicant(s) is making the instant Application with the full knowledge about the layout plans, locations and other terms and conditions and that the zoning plans / building plans are to be modified and have to be –sanctioned again. The Company/s has the right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes such as change in the position of the Unit, increase/decrease in size of the original area allotted which includes super area, change in floor-plan layout, change in direction of the Unit or, change in its number. The Applicant(s) hereby gives his/her consent to such modifications. The Applicant(s) has in token accepted the tentative lay-out plans of the said Unit and the Applicant(s) agrees and accepts not to raise any dispute/claim against the Company/s in this regard. If there is any increase/ decrease in the areas, revised price will be applicable at rate prevailing at the time of offer of possession of the Unit. The Applicant(s)/Intending Allottee(s) shall have ownership of undivided proportionate share of the land beneath the said building only.
- ii) The Applicant(s) agrees and understands that in case the Company is able to get additional floor area ratio (FAR), the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making addition to the said building or making additional buildings in and around Athena and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems of Athena. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities to be carried on by the Company.

4. PREFERENTIAL LOCATION CHARGES

That apart from basic price the Applicant(s) shall be liable to pay fixed Preferential Location Charges (“**PLC**”) for certain Units in Athena in case the Applicant(s) opts for any such units which are preferentially located. It is further understood by the Applicant(s) that if due to change in layout plan or otherwise the preferentially located Unit ceases to be preferentially located, the Company shall be liable to refund only the amount of preferential location charges paid by the Applicant(s) without any interest and such refund shall be adjusted in the following installment or at the time of offer of possession of the said Unit. Conversely, if the non preferentially located Units becomes preferentially located during the course of construction of Athena, due to reasons whatsoever, the Applicant(s) shall be liable to pay such charges towards preferential location as decided by the Company at that time. It is clearly understood by the Applicant(s) that the calculation of all charges shall be also clearly defined in the Buyer’s Agreement and upon execution of the Buyer’s Agreement, the method of payment stated therein shall be binding on the Applicant(s).

5. INTERNAL INFRASTRUCTURE AND AMMENITIES CHARGES

The Applicant(s)/ intending allottee(s) agrees to pay to the Company, Rs. _____ per sq. ft. of the super area of the Unit towards internal infrastructure and amenities charges. These Charges shall be payable

Applicant(s) Signature

over and above the basic sale price, PLC, Car Parking and any other charges. These charges are payable towards provision of internal infrastructure and amenities to be provided inside Athena by the Company.

6. TOTAL PRICE

- i) Total Price means the basic sales price of the said Unit inclusive of Preferential Location Charges (PLC), and fire detection and fire fighting equipment as prescribed in the fire fighting code / regulation in the common areas including the super area within Athena. Total Price does not include price of parking space(s), and other amounts, charges, security amount etc., including but not limited to taxes, increase in all types of securities and charge for bulk supply of electric energy, electricity connection charges, interest free maintenance security deposit, property tax, service tax, increase in price due to increase in super area of the said Unit, stamp duty charges, registration charges and any incidental charges and any other charges payable as mentioned payable as per the terms & conditions of Buyer's Agreement. The Applicant(s) agrees to pay as and when demanded by the Company the *pro-rata* share of any Value Added Tax (VAT), Service Tax, GST or any other third party / statutory taxes, duties, charges, cess, fees, levies etc. as may be found applicable to the present transaction or to the subsequent agreement to be executed by the Applicant(s)/Intending Allottee(s). The Applicant(s) / Intending Allottee(s) further agrees and undertakes to pay on pro rata basis, to the Company any statutory levies, taxes, charges, fees, that may be levied by the Statutory Authorities in future on the said Complex in whatever name or in whatever form. It is clarified that the stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the conveyance deed of the Unit, as and when demanded by the Company, shall be paid by the Applicant (s).
- ii) The Applicant(s) shall pay the total price of the Unit in accordance with the payment plan opted by the Applicant(s) attached as **Annexure-II** and as may be stipulated in the Agreement and in addition the Applicant(s) shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant(s) agrees and understands that the total price of the Unit and other charges are calculated on the basis of the super area of the Unit which is tentative and any increase or decrease thereof shall be payable or refundable at the per sq. ft. rate mentioned in this Application.
- iii) The Applicant undertakes to make payments towards all the other levies, duties, charges as mentioned in this Application / Buyer's Agreement promptly as and when a demand in this regard is raised by the Company. If the IDC/ EDC (as the case may be) is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Unit and in case the conveyance deed has been executed, the Company shall have the first charge till such unpaid charges are paid by the Applicant(s).
- iv) The total price does not include the cost of electric fittings, fixtures, electric and water meter etc. which shall be got installed by the Applicant(s) at his own cost as well as the charges for water and electricity connection and consumption. If, however, due to any subsequent legislation/Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion.
- v) The Applicant(s) agrees and undertakes to pay on proportionate basis, all Government rates, taxes on land, municipal tax, property taxes, other taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Athena / Plot /Unit or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies 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(s) till the said Unit is assessed separately.
- vi) The Applicant(s) shall pay, as and when demanded by the Company, initial electricity connection charges, power back up charges and any other charges as may be payable or demanded from the Applicant(s) in respect of the Unit.

7. CAR PARKING

The Applicant(s) shall pay for reserved / dedicated car parking space allotted to him/ her/ them for his/ her/ their exclusive use, if any. It is made absolutely clear that reserved /dedicated car parking space allotted to the Applicant(s) shall not form part of the common area/super area at Athena. The reserved/dedicated car parking space is the integral part of the Unit proposed to be allotted and the Applicant(s) undertake not to sell / transfer / deal with the same independent of the Unit proposed to be allotted to them. It is clearly understood by the Applicant(s) that the basement areas or any other areas utilized for car parking shall not form part of common areas and facilities of the Complex for the purpose of Declaration that may be required to be filed under the

Applicant(s) Signature

Haryana Apartment Ownership Act, 1985. The Company reserves the right to implement pay and park option at Athena. All clauses of this Application and the Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted / leased, wherever applicable. The Company reserves the right to retain the entire parking space and provide the same to offices / units on monthly lease basis.

8. MAINTENANCE AGREEMENT

The Applicant(s)/ upon the completion of Athena agrees to enter into a maintenance agreement with the Company/s or any other maintenance agency or other body nominated from time to time by the Company for maintenance and upkeep of the common services and common areas. Such common area and common services shall not include the internal area of the Unit. The Applicant(s) undertake to pay the maintenance charges for maintaining the various services and facilities at the rate determined by the Company/s or the nominated maintenance agency. The Applicant(s) agrees to deposit and to always keep deposited with the Company/s / maintenance agency an interest free maintenance security deposit ("IFMSD") calculated on the basis of the super area of the Unit @ ₹ _____/- per sq. ft. (rate at the time of booking only). The computation of the total price towards the Unit does not include any recovery of payment towards maintenance charges of any kind whatsoever. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable from the date of expiry of 30 (thirty) days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant(s)/ intending allottee(s) further undertakes to pay to the Company/maintenance agency an amount determined by the Company/maintenance agency for creation of Sinking Fund, which shall be utilized towards the expenditure for the replacement / repair of the capital infrastructure employed for the provision of maintenance services and/or incur capital expenditure towards any plant and machinery, infrastructure, equipment installed in or in relation thereto. The full cost shall be determined _____ months before handing over of possession of the Unit. The contribution to the sinking fund would be required to be made on monthly basis and the Company and/ or maintenance agency and/ or its nominee(s) will control the said sinking fund.

The Company/s reserves the right to transfer the amount of IFMSD to such maintenance agency, after adjustment of any outstanding bills or charges towards maintenance at any time and thereupon the Company/s shall stand absolved / discharged of all its obligations and liabilities towards the said IFMSD. It is clearly stated that this condition stipulated in this clause shall survive the conveyance of title in favour of the Applicant(s) and the Company shall have the first charge/ lien on the said Unit in case of any non payment, shortfall, increase as the case may be.

9. TIME IS OF ESSENCE

That timely payment of installments/ balance sale consideration / IFMSD / maintenance charges shall be of essence in terms of this Application. This Application does not constitute an agreement to sell. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application as well as the Buyer's Agreement. In case the installments are delayed, the Applicant(s) shall be liable to pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment. However, if the Applicant(s) fails to pay the installment along with interest within 75 (seventy five) days, from the due date, the Company/s shall at its discretion forfeit the amount of Earnest Money / Registration Money deposited by the Applicant(s) and the allotment shall stand cancelled and the Applicant (s) shall have no lien / charge / interest / right on the said Unit. The installments, if any, paid over and above the Earnest Money shall be refunded without interest by the Company/s after adjustment of interest accrued on delayed payments, if any, due from the Applicant(s).

The Applicant(s) shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Unit, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, the Applicant(s) fails to deposit such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Unit and forfeit the Earnest Money and refund the balance amount, if any to the Applicant(s), without any interest, upon realization of money from resale/re-allotment to any other party, provided that the Applicant(s) is not in a breach of any terms of this Application/ Buyer's Agreement.

10. COMPLETION OF CONSTRUCTION / DELIVERY OF POSSESSION

- i) The possession of the Unit shall be offered by the Company to the Applicant(s) within the time period as mentioned in Clause 2(ix), subject to timely payment by the Applicant(s) basic sale price, stamp duty and

Applicant(s) Signature

other charges due and payable according to the payment plan opted by him / her / them as demanded by the Company. It is made clear that the Company/s shall be entitled to a grace period of 9 (nine) months from the date mentioned above.

- ii) The Applicant(s)/intending allottee(s) agree that the Company/s may be unable to deliver the said Unit and the parking space(s) to the Applicant(s) for his occupation within the stipulated time period mentioned above due to
- a) any legislation, order or rule or regulation made or issued by the Government or any other authority or;
 - b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals in relation to the Athena / Unit / or;
 - c) if any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or;
 - d) due to force majeure conditions,

In such circumstances, the Applicant(s) shall have the option of cancelling the allotment. In that event the Applicant(s)/ shall only be entitled to refund of the Earnest Money and any installments paid till date for the provisional registration/allotment paid by Applicant(s) without any interest and The applicant(s) shall have no right, claim or interest at Athena or the Unit. In case however if the Applicant(s)/continues to be willing to accept the allotment of the Unit, then the Company shall not be liable to pay any compensation to the Applicant(s). Subject to the terms and conditions of the Buyer's Agreement, in case of delay (except for conditions as stated in Clause 10 (ii) (a) to (d)) by the Company in completion of the construction of the Unit, the Company shall pay compensation @ _____ per annum of the amount received by the Company/s as BSP for the Unit from the Applicant(s), which both parties agree shall be a just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights/claims whatsoever. The adjustment of such compensation shall be done at the time of execution of conveyance deed. Notwithstanding, any of the above, the payment of the simple interest for the delayed period by the Company/s shall be subject to the Applicant(s) having fulfilled his/her/their obligations as per the terms of the Buyer's Agreement.

- iii) In the event, Applicant(s) fails to take over the possession of the Office Space/ Unit allotted within thirty (30) days from the date of office of possession by the Company, the Applicant(s) shall be liable to pay to the Company holding charges @ ₹ _____ /- per sq.ft. of the Super Area per month and the Maintenance Charges as determined by the Company/Maintenance Agency for the entire period of such delay until the date the actual physical possession of the Unit is taken over by the Applicant(s).

11 . APPLICANT'S COVENANTS

- i) That the Applicant(s) have fully read and understood these indicative terms and conditions and undertake to abide by all the terms and conditions of the Application and Buyer's Agreement and make all timely payments as and when demanded by the Company. .
- ii) That the Applicant(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Unit Buyer Agreement and sign all applications and forms for the said purpose.
- iii) The Applicant(s) agrees to sign and execute, as and when desired by the Company, the standard Buyers Agreement, the standard Maintenance Agreement and other documents / papers alongwith all their Annexures, and agree to abide by the terms and conditions as laid down therein.
- iv) The Applicant(s) has/ have applied for registration/ allotment of a Unit in Athena with full in knowledge and subject to all laws, notifications and rules applicable to the area and the proposed Complex, which have been fully explained by the Company and understood by him/ her/ them. The Applicant(s) has carried out its independent investigations and the Applicant(s) undertake not to raise any dispute or objection in this respect pursuant to submission of this application.
- v) The Applicant(s) has/have understood and agreed that this application for booking of the said Unit is subject *inter alia* to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Buyers Agreement that may be executed with the Company in due course and the Applicant(s) further agree and undertake to abide by all these terms, conditions and obligations.
- vi) The Applicant(s) has/have clearly understood that submission of this signed application form and payment by the Applicant(s) of the booking amount shall not constitute a right to allotment of the Unit in proposed Complex

Applicant(s) Signature

and it shall not create or result in any obligation on the Company towards the Applicant(s). The Applicant(s) understand that the Company may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever.

- vii) The Applicant(s) hereby declare that he/she/they is/are competent to make and submit the present application for booking of the Unit in proposed Complex and there is no legal or contractual impediment or restriction on the Applicant(s) making this application or the payment tendered hereunder.
- viii) The Applicant(s) understand that once submitted, this application cannot be revoked by him/her/them and in the event Applicant(s) withdraw the present application or if Applicant(s) do not accept the allotment made by the Company on his/her/their application or Applicant(s) does not execute the buyers agreement within the time stipulated by the Company for this purpose, the entire booking amount shall be forfeited by the Company and the Applicant(s) shall be left with no right, interest, claim on the proposed Unit or its booking or otherwise on the Company in any other manner whatsoever.
- ix) That the Applicant(s) acknowledges that the Company has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the Applicant(s) has/ have relied solely on his/ her/ their own judgment in deciding to make the application for purchase of the said Unit.
- x) The Applicant(s) undertakes to indemnify the Company, its assignees and nominees from and against all consequences resulting from the breach by the Applicant(s) of any law or its representations, warranties and undertakings found to be untrue.
- xi) The Applicant(s) undertakes that he/she shall become a member of any association/society of Athena as may be formed by the Company on behalf of unit buyers as and when required to do so.
- xii) The Applicant undertakes to abide by the rules and regulations mandated by the maintenance agency / Company as applicable to all the unit holders in Athena.
- xiii) The Applicant(s) agrees and undertakes that he / she / they shall use / cause to be used the said Unit (and the space therein) for commercial purpose only and not for any other purpose.
- xiv) The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable / made applicable to the said unit and / or Athena.

12. LOAN FACILITY

- i) In case the Applicant(s) desires to avail loan facility for the purchase of Unit applied for, the Company shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Applicant(s), its successors and permitted assigns.
- ii) In case the Applicant(s) opts to pay the agreed sale price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Company/s, as per schedule, shall be ensured by the Allottee(s), failing which he / she / they shall be governed by the provisions contained in clause no. 9 herein.
- iii) Save and except in the case of any bank, financial institution or Company/s with whom tripartite agreement has been separately executed for financing the said Unit, where the Company/s has given permission to mortgage to any bank/financial institution for extending the loan facility to the Applicant(s) against the Unit proposed to be allotted, the Company/s shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant(s) and such third party shall not have any right in this Application form whatsoever. The Company shall issue the payment receipts only in favour of the Applicant(s). Under all circumstances, the Applicant(s) is and shall remain solely responsible to the Company/s for ensuring that all the payments due under this Application and the Buyer's Agreement are made as per the stipulated time frame.
- iv) Further the Applicant(s) agree that in case he / she / they have opted for any long term arrangement with any bank/financial institution the conveyance of the said Unit shall only be executed in favour of the Applicant(s) only upon receiving a 'no objection certificate' from such banks/financial institutions.
- v) The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution /bank by way of mortgage / charge / securitization of receivables of the Unit subject to the Unit being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank

Applicant(s) Signature

shall always have the first lien / charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted to the Company.

13. MISCELLANEOUS TERMS AND CONDITIONS

- i) Joint Applications: The Applicant(s)/ Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by any of the Applicant(s) shall be deemed as failure to pay by both/ all and the joint intending Allottee(s) shall be treated as one single person for the purpose of this Application and both/ all shall be liable for the consequences jointly as well as severally.
- ii) Correspondence: The Applicant(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Unit and it shall be his/ her/ their responsibility to inform the Company/s by Registered Post/ AD about all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s) in the Application shall be deemed to have been received by the Applicant(s). It is agreed by the Applicant(s) that all communication in case of joint applications shall be sent to the first Applicant which shall for the purpose be considered as served on all the Applicants. The Applicant(s) agrees to inform the Company in writing any change in the mailing address/contact details mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). The Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or the Agreement and the Applicant(s) is required to comply with all its obligations on its own including to strictly comply with the schedule of payment mentioned in this Application and / or the Unit Buyers Agreement.
- iii) Rights of Owner / Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures / storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Statutory Authorities. Such additional structures and storeys shall be the sole property of the Company. The Applicant(s) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.
- iv) That the Company shall provide Fire Safety measures as per existing Fire / Safety Code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the Applicant(s) shall pay for the same, on pro-rata basis.
- v) The Company has made clear to the Applicant(s) that it shall be carrying out extensive development / construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Unit is located and that the Applicant(s) 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 the Applicant(s) due to such development/construction activities or incidental/ related activities.
- vi) The Applicant(s) agrees that the Company/s shall have the right to transfer ownership of ATHENA in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not association or agency by way of sale/ disposal /or any other arrangement as may be decided by the Company at its sole discretion, without any intimation, written or otherwise to the Applicant(s). The Applicant(s) undertakes that it shall not raise any objection in this regard.
- vi) That Applicant(s) understands and agrees that it shall not have any right to transfer /assign this Application in favour of any other person. Notwithstanding this restriction, the Company/s may at its sole discretion permit such assignment /transfer of the agreement in favour of a nominee on case to case basis subject always to payment of the transfer/ other charges as may be decided by the Company/s as well as execution of appropriate collateral documentation by the Applicant(s) and the proposed assignee(s)/ transferee(s) to the complete satisfaction of the Company in the format finalised by the Company/s. In the event the Applicant(s)/ has/have obtained finance /loan against the said Unit from an financial institution /bank, no objection certificate /letter by such financial institution /bank shall be submitted in a format approved by it permitting /consenting to the requested assignment/ transfer by the Applicant(s)/ intending allottee(s). It is made clear that the Applicant(s) does not have any enforceable right to demand assignment/ transfer of its rights under the present Application, the sole discretion of which rests with the Company and the Applicant(s) agrees that the Company is not bound to permit the requested assignment /transfer even though it may have done so in any other applicant(s) case previously or may do so subsequently. The Company at its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer to the Applicant(s).
- vii) That in case request for assignment/transfer of rights is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Applicant(s)/ intending

Applicant(s) Signature

allottee(s) hereby undertakes to indemnify the Company and to keep it harmless at all times from any legal, monetary (including liability for any stamp charges, tax, penalty or duties etc.) or other adverse consequences whatsoever on account of such permission being accorded by the Company on the request of the Applicant(s)/ intending allottee(s).

- viii) All taxes, whether levied or to be levied in future, on the Plot and/ or Athena and / or on the said Unit shall henceforth be borne by the Applicant(s) / Intending Allottee(s).
- ix) The Applicant(s)/ Intending Allottee(s) agrees that the Company shall have the right to raise finance/loan from any financial institution / Bank by way of mortgage / charge / securitization of receivables of the Said Unit subject to the Said Unit being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / Bank shall have the first lien / charge on the Said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.
- x) That the Applicant(s)/ shall not be entitled to insist for execution and registration of Conveyance/Sale Deed in his favour till such time it proceeds to make payment of all amounts payable to the Company as agreement to sell executed between the Applicant(s). The Applicant(s) shall further be bound to execute the maintenance agreement prior to execution and registration of Conveyance/Sale Deed in its favour by the Company.
- xi) The Applicant(s) specifically agrees and understands that upon execution, the terms and conditions in the Buyer's Agreement shall supersede the terms and conditions as set out in this Application.
- xii) That for all intent and purpose and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender

14. FORCE MAJEURE

That the Applicant(s) agrees that sale of the Unit is subject to force majeure which , includes acts of god, delay on account of non availability of any construction material for development purpose or disturbed water supply or electric power or non availability of the same or slow down, statutory delays, strike of workers or dispute with an agent involved in project, civil commotion and unrest, by reason of war or enemy action, earth quake or any act of God or any other circumstance beyond the power and control of the Company/s. In the event of delay in decision or clearance from concerned statutory body, or if non-delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company including on account of change in law, the Company upon occurrence of any of the aforesaid events shall be entitled to corresponding extension of time of delivery of possession of the said unit on account of force majeure circumstances details of which shall be set out in Buyer's Agreement.

15. JURISDICTION

Any dispute with respect or in relation to the terms of this and the validity of the terms thereof and the respective rights and obligations of the Applicant(s) shall be settled amicably through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 and the proceedings shall be conducted at Gurgaon, Haryana by a sole arbitrator appointed by the Company/s. The Applicant(s) agree and affirm that that the sole arbitrator appointed by the Company/s shall have the jurisdiction in all matters, disputes arising out of this Application and connected with this Application irrespective of the place of the execution of this Application which shall be deemed to be at Gurgaon. The courts at Delhi, alone shall have the jurisdiction.

- 16. That the Applicant(s) has ready and understood the afore-stated terms and conditions of allotment and has appended his signatures on the same in confirmation and acknowledgement of their categoric acceptance.

DECLARATION

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them. I/We are fully aware that it is not incumbent upon the Company/s to send us repeated notices and reminders in respect of our obligations as set out in this Application. We have sought detailed clarifications and the Company/s has provided us with all information and clarifications and after careful consideration to all the representations made by the Company/s, we have applied for this allotment. We shall be fully liable for any consequences in respect of defaults committed by me/us in as much as not abiding by the terms and conditions contained in this Application and/ or in the Buyer's Agreement.

Applicant(s) Signature

Sole/ First Applicant's Signature

Name.....

Second Applicant's Signature

Name.....

Date:

Place:

Applicant(s) Signature

ANNEXURE I – PAYMENT PLAN

PAYMENT SCHEDULE OF BRAHMA BESTECH ATHENA – GURGAON	
PRICE	
BSP (Rs.) per sq. ft. (for office space)	
Car Park fee (CPF)	
DOWN PAYMENT PLAN	
CONSTRUCTION LINKED / INSTALLMENT PAYMENT PLAN	
Linked Stages	Payment
On Booking	10% of SP
Within 30 days from the booking	27.5% of SP
On start of 2nd Floor roof slab	7.5% of SP
On start of 6th Floor roof slab	7.5% of SP
On start of 10th Floor roof slab	7.5% of SP
On start of 14th Floor roof slab	7.5% of SP
On start of 20th Floor roof slab	10% of SP + PLC (If applicable)
On completion of façade	7.5% of SP
On completion of GF lobby	10% of SP
On offer of Possession	5% of SP + IFMSD + Registration Charges + Stamp Duty + Service Tax as applicable + Power Back up and Installation shall be charged extra as applicable + Any other charges as applicable
<p>Notes:</p> <ul style="list-style-type: none"> • Total Car Parking Fee (TCPF) = CPF x Total No. of Car Parks taken. • Sales Price (SP) = (BSP x Area of the Unit) + TCPF. • Interest Free Maintenance Security (IFMSD) = TBD • Stamp Duty / Registration Charges shall be payable along with the last installment based on the circle rates or contract price whichever is higher. • Prices and Payment Plan indicated above are w.e.f. _____ and are subject to revision from time to time at the sole discretion of the Company. Terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive. For detailed terms and conditions refer to the Buyers' Agreement. • Monthly maintenance charges shall be payable extra as applicable upon commencement of construction on the basis of built up area which shall be notified by the Company later. • Service Tax as applicable w.e.f. 01.07.2010, subject to periodic revisions by subsequent Government notification. • Payment to be made by Demand Draft(s) / Pay Order(s) / Banker's Cheque(s) only drawn in favour of " _____" 	

Applicant(s) Signature