



PURI CONSTRUCTIONS

DIPLOMATIC GREENS

Application Form

Application for Allotment
of a Unit in "DIPLOMATIC GREENS"
In Sectors 110A & 111, Urban Estates in Village Chouma,
Gurgaon, Haryana

Application Priority No.
Date:



PURI CONSTRUCTIONS

DIPLOMATIC GREENS

M/s. Puri Constructions Pvt. Ltd.
1208-1210, 12th Floor, Surya Kiran Building,
19 Kasturba Gandhi Marg,
New Delhi-110001

Dear Sir/Madam,

I/We wish to register my/our expression of interest for the provisional allotment of a residential unit i.e. apartment ("Unit") in your forthcoming residential project "DIPLOMATIC GREENS" situated in Sectors 110A & 111, Urban Estates in Village Chouma, Gurgaon, Haryana ("the Project") under the down payment/ installments payment plan (tick one).

I/We hereby tender a sum of ₹ _____ Rupees _____
_____) vide Ch. No/DD _____

Dated _____ drawn on _____ in favour of "Puri Construction Pvt. Ltd. A/c Diplomatic Greens" as the registration cum booking amount (which shall be treated as part of Earnest Money [EM]) for the said unit in the Project.

I/We agree and understand that this application does not constitute any offer or registration of expression of interest (EOI) or definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that Puri Constructions Private Limited (PCL) may have issued a receipt(s) in acknowledgment of the money tendered by me/us as EM to PCL with this application.

I/We understand that this form merely expresses the interest of PCL for provisional earmarking of a Unit to me/us and in no way can the action be construed as an allotment. I/We agree that my/our Expression of Interest (EOI) in the Unit in the forthcoming project "DIPLOMATIC GREENS" shall become definitive only after the due acceptance of the same by PCL in writing and shall be subject to the terms and conditions laid down by PCL as a condition precedent to such acceptance. In the event of PCL accepting my/our application to provisionally allot a Unit, I/we agree to pay all further Installments of the sale price and all other monies/dues as stipulated in the payment plan attached along with this application (which may be altered at the time of execution of the Buyers' Agreement) as explained to me by PCL and fully understood by me/us. Payment of installments to PCL on time shall be the essence of the agreement.

I/We agree to execute all the documents which have been shown by PCL, as and when necessary for the creation of EOI and subsequent allotment of the Unit in the upcoming project "DIPLOMATIC GREENS" and shall strictly adhere to all the terms and conditions stipulated by PCL from time to time.

The said Unit shall be deemed to be allotted to me/us only after I/we execute the buyers' agreement on the draft format shown by PCL ("Buyers' Agreement") after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and the legal implications thereof and after understanding my/our obligations and liabilities and the obligations and liabilities of PCL as set forth in the Buyers' Agreement.

I/We agree that the Buyers' Agreement shall not be binding upon PCL until duly signed, executed by PCL. I/We agree that the registration of EOI and subsequent allotment of Unit is at the sole discretion of PCL and in case the Unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in a court of law and the amount deposited herein shall be refundable to me/us without any interest within 30 (thirty) days from the date of notice regarding rejection of application for registration of EOI.

I/We agree that the allotment shall become final and binding upon PCL only after the acceptance by It of the signed Buyers' Agreement within a period of 30 (thirty) days from the date of its dispatch by registered post, together with all the annexures, draft tri-partite maintenance agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith ("Payment Plan"). If I/We fail to execute and deliver to PCL, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with PCL shall stand forfeited without any notice/reminders. I/We have gone through the above terms and conditions and have understood them and I/we hereby record my/our acceptance thereof.

My/Our particulars are given below for your reference and record:
(Starred points are mandatorily, to be filled up by the Applicant(s), half-filled form shall be rejected)

1. SOLE OR FIRST APPLICANT

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Date of Birth/Incorporation _____ Nationality _____

In case the Applicant is a Company, are the majority shares of the company held by Indian Citizen/National/PIO: Yes/No

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status:

Resident () Non-Resident () * Foreign National of Indian Origin () *

Others (Please specify)

*Current country of residence _____

*Principal Bank A/c no. held in the country of residence _____

Marital Status: Married () Single ()

***Income Tax Permanent Account No.**

(In case of Non-residents and FNIOs, please attach passport/PIO Card) _____

*Mailing Address: _____

_____ Pin _____

*Tel No. _____ *Mobile _____

*E-Mail _____

Office Name & Address: _____

_____ Pin _____

*Tel No. _____ Fax _____

*Mobile _____ *E-Mail _____

PLEASE AFFIX
YOUR
PASSPORT SIZE
PHOTOGRAPH

Applicant

Co-Applicant

Co-Applicant

2. SECOND/JOINT APPLICANT (If applicable)

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Date of Birth/Incorporation _____ Nationality _____

Occupation:

Service () Professional () Business ()

Student () Housewife () Any other _____

PLEASE AFFIX
YOUR
PASSPORT SIZE
PHOTOGRAPH

Residential Status:

Resident () Non-Resident () * Foreign National of Indian Origin () *

Others (Please specify)

*Current country of residence _____

*Principal Bank A/c no. held in the country of residence _____

Marital Status: Married () Single ()

*Income Tax Permanent Account No. _____

(In case of Non-residents and FNIOs, please attach passport/PIO Card)

*Mailing Address: _____

_____ Pin _____

*Tel No. _____ *Mobile _____

*E-Mail _____

Office Name & Address: _____

_____ Pin _____

*Tel No. _____ Fax _____

Applicant

Co-Applicant

Co-Applicant

3. **THIRD/JOINT APPLICANT (If applicable)**

*Mr./Mrs./Ms. _____

*S/W/D/o _____

*Date of Birth/Incorporation _____ Nationality _____

Occupation:

Service () Professional () Business ()

Student () Housewife () Any other _____



Residential Status:

Resident () Non-Resident () * Foreign National of Indian Origin () *

Others (Please specify)

*Current country of residence _____

*Principal Bank A/c no. held in the country of residence _____

Marital Status: Married () Single ()

*Income Tax Permanent Account No. _____

(In case of Non-residents and FNIOs, please attach passport/PIO Card)

*Mailing Address: _____

_____ Pin _____

*Tel No. _____ *Mobile _____

*E-Mail _____

Office Name & Address: _____

_____ Pin _____

*Tel No. _____ Fax _____

*Mobile _____ *E-Mail _____

(For additional Applicant use separate sheet)

Applicant

Co-Applicant

Co-Applicant

4. **Unit Charge Break-up:**

- A. Apartment No _____ Tower _____ Floor _____ Type _____
- B. Basic sale price @ ₹ _____ per sq. ft. of the super area _____ sq. ft. _____ sq. mtr.
- C. Preferential location Charges, if applicable :
- i) @ ₹ _____ per sq. ft. of the super area
- ii) @ ₹ _____ per sq. ft. of the super area
- iii) @ ₹ _____ per sq. ft. of the super area
- Total price payable for PLC: ₹ _____
- D. Parking Spaces Required: () ₹ _____ (each) ₹ _____ Total
- E. External Development Charges(EDC) and Infrastructure Development Charges(IDC) _____ per sq. ft. of the super area
- F. Club Membership ₹ _____
- G. Interest Free Maintenance Security(IFMS) ₹ _____ per sq. ft. of the super area
- H. Other Charges if any _____
- I. Stamp duty, registration and other Misc. charges etc. shall be extra and to be borne by the Applicant (s).

5. **PAYMENT PLAN: CONSTRUCTION LINKED PLAN ()**

6. BROKER DETAILS	BROKER STAMP	BROKER SIGNATURE

7. **DECLARATION:**

I/We the applicant(s) do hereby declare that my/our application for allotment of Space to the Company is irrevocable and that the above particulars / information given by me/ us are true and correct and nothing has been concealed therefore. I/We acknowledge that it is only upon encashment of the instrument, the application will be considered for allotment. I/We hereby confirm and undertake that I/We have read and understood the Terms and Conditions annexed, which has been duly signed by me/us on each page after reading and understanding the contents of the same and I/We further undertake to abide by the same.

Note:-All Payments to be made by A/c Payee Cheque(s)/ Demand Draft(s) in favor of "Puri Construction Pvt. Ltd. A/c. Diplomatic Greens", payable at New Delhi/Delhi only

Applicant

Co-Applicant

Co-Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name _____

Signature _____

Date _____

1. Apartment No _____ Tower _____ Floor _____ Type _____
2. Super area (approx): _____ sq.ft. _____ sq. mtr
3. Basic Sell Price (BSP): ₹ _____ per sq. ft. of the super area
4. External Development Charges (EDC) ₹ _____ per sq. ft. of the super area
5. Infrastructure Development Charges (IDC) ₹ _____ per sq. ft. of the super area
6. Preferential location Charges, if applicable ₹ _____ per sq. ft. of the super area
7. Parking Spaces Required : () ₹ _____ (each) ₹ _____ Total
8. Club Membership ₹ _____
9. Interest Free Maintenance Security(IFMS) ₹ _____ per sq. ft. of the super area
10. Other charges if any _____ per sq. ft. of the super area
11. Check-list for Receiving Officer:
 - Booking Amount
 - Customer's Signature on all pages of the application form
 - Photocopy of PAN No. / Form 60 / Form 49 A
 - For Companies : Memorandum & Articles of Association/Board Resolution
 - For Partnership Firm: Partnership Deed and authorization letter from all partners and Deed registration certificate.
 - For Foreign Nationals : IPI-7/Passport Photocopy
For NRI: Copy of Passport & Payment through NRE/ NRO A/C.

PAYMENT PLAN: CONSTRUCTION LINKED PLAN ()

Remarks : _____

(Receiving officer Authorized Signatory)

TERMS AND CONDITIONS

FORMING PART OF APPLICATION FOR REGISTRATION & BOOKING OF A RESIDENTIAL "UNIT" IN THE UPCOMING GROUP HOUSING PROJECT OF PURI CONSTRUCTION PVT LTD, THE DIPLOMATIC GREENS IN SECTORS 110A & 111, URBAN ESTATES IN VILLAGE CHOUMA, GURGAON, HARYANA

After submission of the present application and payment of the initial booking amount clauses 13 to 15 & 45 shall be binding upon the applicant in case such situation arise(s). However, except the said terms, all the terms and conditions given below are indicative in nature with a view to apprise the Applicant(s) with the terms and conditions which will be comprehensively set out in the Buyer's Agreement (herein after referred to as "Agreement"), which shall be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for registration of the allotment of Unit to be developed in the proposed "Diplomatic Greens" project, being developed by Puri Construction Pvt. Limited (hereinafter referred to as "Company"), in Sector 110A & 111, Gurgaon initially on an area of 15.457 Acres. The Company is the Owner and licensee vide License no. 55 of 2010 and is in possession of the said land.
2. The Applicant(s) is making the present application, only after being satisfied about the rights, interest and title of the Company to build market the said area/units. The Applicant(s) has understood all limitations and obligations in respect thereof and accordingly the applicant warrants that on having been fully satisfied, he/she is tendering the accompanying application.
3. The Applicant(s) has applied for allotment of Unit with full knowledge of the laws/notifications and rules applicable to this area in general and the proposed Complex in particular, which have also been explained in detail by the Company and which has been otherwise shown to him/her.
4. The Applicant(s) is aware and agrees that the present application is irrevocable and is binding on the Applicant(s) to the extent that in case the applicant is not able to make payment or otherwise is not able to proceed with the booking, the Earnest Money shall be forfeited by the Company. The application/allotment is not transferrable till the period of start of Excavation or Company having received 32.5% of BSP, 33% of EDC & IDC and 20% of other charges. It has been made clear that no request, of any kind, seeking refund of application money and/or earnest money will be entertained by the company under any circumstances.
5. The allotment of Unit(s) to all the applicant(s) shall be made on a random basis from those units which do not fall within the Category of "Preferential Location" as categorized by the company. Those Units which fall within the category of "Preferential Location", shall attract Preferential Location Charges as set out in the pricelist, which shall be payable by the Applicant.
6. The Applicant(s) acknowledges that although the Consideration for the said Unit is calculated on the basis of the super area of the Unit being applied for. "Super Area" shall be calculated on the size of the foot print of all structures approved by the Director General, Town & Country Planning Haryana (DG, TCP) for construction and shall also include pro rata share of common areas in the proposed project and the proportionate share of the other common facilities. In addition, though not forming part of the computation of super area for which price is charged, the applicant shall be entitled to ownership of the undivided proportionate share of the land beneath the building in which the unit is located.
7. The Applicant(s) also undertakes to pay the following, besides allied charges, as per prevailing policy of Company:
 - a. Transfer charges as per prevailing policy of the Company shall be chargeable for each permission to transfer.
 - b. The Applicant(s) shall be further liable to pay all statutory charges, tax/charges including Service Tax or any fresh incidence of Tax as may be levied by the State Government/Competent Authority/Central Government, even if it is retrospective in effect, on demand by the Company, proportionate to super area of the Space.
8. The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, service tax, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the super area of the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.
9. The prices given in the Payment Plan are exclusive of the external development charges like EDC, IDC, pro-rated per Unit as applicable to this Project. The price per sq. ft of super built up space is based upon the specifications incorporated in the sale agreement and any variation in the specification or any other asset or facility provided in excess of the specification set out in the Buyers' Agreement will be payable at the rate as determined by the Company. In case of any upward revision thereof by the Government agencies/authorities in future, the same shall also be recovered from the Applicant on pro-rata basis. The proportionate amount of EDC and IDC and all statutory and non-statutory charges levied by Director, Town & Country Planning, Government of Haryana or any other governmental authority, shall be payable by the Applicant over and above the sale price payable by the Applicant for the Unit. For the purpose of payments payable as per the construction linked payment plan, the commencement of construction, start of foundation and casting of a particular slab at the site in general shall be deemed to be the due date of payments corresponding to various stages of payments as per plan.
10. The rate mentioned in this application is inclusive of the cost of providing electric wiring and firefighting equipment (as prescribed in the existing fire fighting code/ regulations) in the common areas only. The cost of the Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be installed by the Applicant at his/her own cost. If, however, due to any subsequent, legislation / Government order or directive or guidelines or if deemed necessary by the Company or any of its nominees, any additional fire safety measures are undertaken, then the Applicant undertakes to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
11. It is made clear to the Applicant that the total sale price of the Unit is exclusive of reserved car parking spaces as per price list allotted to him/her for his/her exclusive use. The Applicant understands and acknowledges that all such car parking spaces allotted to the applicants/occupants of the

Project shall not form a part of common areas for the purpose of the declaration to be submitted by the Company under Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. As the reserved parking spaces are an integral amenity of the Unit and the Unit along with car parking spaces shall form one single indivisible unit, the Applicant undertakes not to sell/transfer/deal with the allotted parking spaces Independent of the Unit and all parking spaces and the Unit shall be treated as one indivisible single unit for all purpose including but not limited to Haryana Apartment Ownership Act, 1983 etc.

12. Out of the amount(s) paid/payable by the Applicant towards the stipulated sale price, the Company shall treat 15% (Fifteen percent) of the consideration value as earnest money ("Earnest Money") to ensure the fulfillment of the terms and conditions as contained herein and as may be contained in the Buyers' Agreement.
13. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
14. (a) In case the Applicant choose to cancel the expression of interest or booking or surrender the Unit allotted to him or creates circumstances for cancellation of unit due to non-payment the dues as per the payment schedule at any stage, the Earnest money, being 15% (Fifteen percent) of the consideration value, along with the Interest paid, due or payable, along with any other amounts of non-refundable nature. Upon cancellation of Unit, the Applicant shall be refunded the balance amount as stated in clause(c) below.
(b) The Applicant hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable, along with any other amounts of non-refundable nature, in case of failure by the Applicant to sign and return to the Company, the Allotment letter and / or Buyers' Agreement within thirty (30) days the date of its dispatch by the Company.
(c) At any point of time if the applicant chooses to cancel his booked unit or creates a situation under which the company has to cancel the booking, upon such cancellation and after forfeiting the amounts, as set out above, the refundable monies shall be paid to the applicant when the unit allotted to him/her is sold in the market.
15. In the event that the Company intends to increase the proposed number of floors, units in one or more Building(s) in the Project complex or in case the company intends to add more buildings to the complex, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he has no objection to the same and the applicant waives his/her right to raise any objection at any stage.
16. The Applicant(s) has applied for the allotment of the Unit with the specific knowledge that the building plans for the complex in which the Unit is located have been approved by competent authority for an area 15.457 Acres. The Company has acquired additional land abutting to the project, FAR of which may be used to build the additional floors/construction by extending the area of the Project site in the approved building Plan/Project and additional buildings as per the sanctioned plan by the Competent authority. The Applicant(s) confirms that the said construction on the basis of additional approved FAR, if used in the presently approved building plan for additional floor or extending the site area of the project shall not be deemed as change in the Building Plan and the Applicant record their no objection in this regard. Presently the Company is inviting the application for the units confined to only the approved building plans for the area of 15.457 Acres. The Applicant has seen and accepted the proposed building plans and proposed designs, proposed specifications, location of the apartments/buildings/floor plans and other terms and conditions, all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority/Architect or in the overall interest of the project. The Applicant has, in token of his acceptance of various plans of the Project signed this application and the Applicant shall not raise any dispute/claim against the Company in this regard. However, in certain special circumstances, even after the lay out plans and the building plans of the Project have already been sanctioned, the Company may, at its discretion, change, alter, modify, revise, add, delete, substitute or recast the same. The Applicant hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Company, in future, to the lay out plans and the building plans of the Project. However, in case of any major alteration/modification resulting in more than 10% (Ten percent) change (either by increase or decrease in calculation) in the super area of the Unit or material change in the specifications of the Building/Unit any time prior to and upon the grant of occupation certificate, the Company shall intimate to the Applicant in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her and the Applicant shall inform the Company, in writing, of the changes, if any, in the price of the Unit to be paid by him/her and the Applicant shall also inform the Company, in writing, his/her consent or objections to the changes within 30 (thirty) days from the date of such notice failing which the Applicant shall be deemed to have given his full consent to all the alterations/modifications. If the Applicant writes to the Company within 30 (Thirty) days of intimation by the Company indicating his non-consent/objections to such alterations/modification, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Applicant without any interest.

The Applicant confirms that any increase or reduction in the super area of the Unit shall be payable or refundable (without any Interest) at the sale price rate per sq. ft./sq. mtr. as mentioned in this application.

17. The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Unit, change in the number of the Unit/or change in its dimensions or change in its layout and area. If there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be. The applicant understands and gives his/her specific consent that the construction of the entire project or its extension may be taken up in phases and construction of towers other than the one in which the applicant has made a booking may be started even after completion of the applicant's tower. The applicant has no objection to the same.
18. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating

to such approvals, permissions, notices, notifications by the competent authority(s) becomes the subject matter of any suit/writ before a competent court and the Company, after the provisional/final allotment, is unable to deliver the Unit, the Applicant confirms that the Company may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever.

19. The Company shall make all efforts to handover possession of the Unit within 42 months but within a maximum period of 48 months from the date of signing of the Buyers' Agreement, subject to certain limitations as provided in the Buyers' Agreement and the timely compliance of the provisions of the Buyers' Agreement by the Applicant(s).
- a. In the event the Company fails to deliver the possession of the Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Buyers' Agreement and without any justified reasons in terms of the force majeure clause, then the Company shall pay, to the Applicant, compensation at the rate of ₹ 5/- (Rupees Five only) per sq. ft. of the super built-up area of the Unit per month upto 6 month, after that ₹ 10/- (Rupees Ten only) per sq. ft. upto 12 month, after that ₹ 15/- (Rupees Fifteen Only) per sq. ft. for the period of default subject to the Applicant having fulfilled his part of the obligations as per the terms of allotment/Buyers' Agreement.
- b. In the event of the failure of the Applicant to take the possession of the Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyers' Agreement, the Company shall have the option to cancel the allotment and avail of the remedies as stipulated in the Buyers' Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyers' Agreement, and at its sole discretion, decide to condone the delay by the Applicant in taking over the Unit in the manner as stated in that clause on the condition that the Applicant (Unit allottee on the date of such condonation) shall pay to the Company holding charges at the rate of ₹ 10/- (Rupees Ten only) per sq. ft. of the super built-up area of the Unit for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant understands that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc., which shall be separately payable at the risk, responsibility and cost of the Applicant.
20. The Company shall permit, the Applicant to carryout interior works after taking over possession of the Unit to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Complex. It is made clear to the Applicant that the interior fit outs/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no Interior fit outs/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fit outs/works in the Unit shall not cause any damage to the Building and the existing structure/systems installed by Company in the Project and the internal air-conditioning, electrical systems, plumbing, fire fighting system and any other structural/finishing work done internally within the Unit by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.
21. Notwithstanding anything contained elsewhere in this Agreement, it is a fundamental term that the installments as stipulated in the Payment Plan payable in respect of the Unit shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement or even otherwise. Non payment/delayed payment will be deemed to a fundamental breach of the sale agreement. If the applicant indulges in adverse publicity about the project, and for that purpose, he/she induces/communicates/conveys to the other applicants or allottees for not paying or for delaying in making payment of certain charges/price payable to the company, the company shall be at liberty to cancel the booking of such applicant and forfeit the monies in terms of clause 15 above.
22. The Applicant undertakes that, upon allotment, he shall become the member of the association/society of the allottees of Units in the Project, as may be formed by the Company on behalf of the said allottees, and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Buyers' Agreement.

The Applicant(s) understands and confirms that the allotment of the Space made shall not be construed as a "Transfer of Immovable Property" under any applicable law and the "ownership rights" to the Space which may be allotted shall be conveyed and transferred by way of Sale/Conveyance Deed favoring the Applicant(s) upon his fully discharging all the obligations undertaken including payment of the entire consideration and other applicable charges/dues, execution of documents required by the Company and after registration of the Sale/Conveyance Deed in his favor.

23. In order to secure adequate provision of maintenance services by association/society of the allottees of Units in the Project or such other agency/body/company ("Maintenance Agency") as may be appointed by the said association/society/the Company, in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the said association/society/ Maintenance Agency, as the case may be, as Interest Free Maintenance Security ("IFMS") at the rate of ₹ 100/- per sq. ft. of the super area of the Unit.
24. Further, the Applicant, upon completion of the said buildings, undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Unit or not.

In case of failure of the Applicant to pay the maintenance bill or other charges on or before the due date, the Applicant, In addition to permitting the said association/society/Maintenance Agency to deny him/her the maintenance services, also authorises the said association/society/maintenance agency to adjust, at the first instance against the IFMS against such defaults in the payment of maintenance bills and in case this falls short of the amount of the default, the Applicant further authorises the said association/society/maintenance agency to adjust the principal amount of the IFMS against such default. If due to such adjustments in the principal amount, the IFMS falls below the agreed sum of ₹ 100/- per sq. ft. of the super area

of the Unit, then the Applicant hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demanded by the said association/society/Maintenance Agency/Company, as the case may be. Further, the said association/society/Maintenance Agency/Company, as the case may be, reserves the right to increase IFMS from time to time in keeping with the increase in the cost of maintenance services and the Applicant undertakes to pay such increase within 15 (fifteen) days of demand by the said association/society/Maintenance Agency failing which the said association/society/Maintenance Agency shall take recourse to such legal action as it may deem fit to recover such dues.

The Company reserves the right to transfer the amount of IFMS to such association/society/Maintenance Agency, after adjusting therefore any outstanding maintenance bills and/or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Unit/common areas to such association/society/Maintenance Agency, as the case may be.

It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the Unit in respect of any such non-payment of shortfall/ increase, as the case may be.

25. The Applicant has specifically confirmed to the Company that the allotment of the Unit shall be subject to strict compliance of a code of conduct that may be determined by the said association/society/Company for occupation and use of the Unit and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Unit, operation hours of various maintenance services, general compliances for occupants of the Unit, regulation as to entry/exit of the visitors, Invitees, guests, security, interiors fit outs, etc. It is abundantly clarified that the Code of Conduct, as may be specified by the said association/society/Company is always subject to change by the said association/society/Company.
26. The Applicant shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant, which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Unit and parking space(s) allotted to him/her/them. The Applicant undertakes to execute the sale deed within 60 (sixty) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the Building from the competent authority failing which the Applicant authorises the Company to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/reallotment to any other party.
27. Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Buyers' Agreement, to be paid on or before due date or as and when demanded by the Company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Buyers' Agreement.

However, the Company may, in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Buyers' Agreement. In such a case, the possession of the Unit will be handed over to the Applicant only upon the payment, by the Applicant(s), of all outstanding dues, penalties etc. along with simple interest at the rate of 18% (eighteen percent) per annum from the due date of installment, as per the Payment Plan, till the date of payment to the full satisfaction of the Company.

28. The Applicant shall not raise any objection to the Company obtaining finance/loan from any financial institution/bank by way of mortgage/charge/ securitization of his respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant, who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Unit in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
29. The Applicant shall pay, from time to time, and at all times, the amounts which the Applicant is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
30. It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals. etc., which would enable the Company to fulfill its obligations under the Buyers' Agreement. Any refund, transfer of security, if provided in terms of the Buyers' Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this application for EOI, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
31. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the said Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.

32. The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be framed by the Company for occupation and use of the Unit and such other conditions as per the applicable laws.

If any provision of this application shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably consistent with the purpose of this application and to the extent necessary to conform to applicable law and the remaining provisions of this application and/or Agreement shall remain valid and enforceable by and between the parties herein.

33. The Applicant shall use and occupy the Unit at completion of the project for residential purposes in such manner and mode as may be provided in the Buyers' Agreement.
34. The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majeure clause which inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, scarcity of labour, earthquake or any act of God. If there is any delay in the delivery of possession of the Unit or the Company is unable to deliver possession of the Unit due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest at the rate of 6% p.a. from the date of occurrence of such force majeure conditions.
35. In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicant(s).
36. The Applicant shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands /notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
37. The Company, at its sole discretion, may decide not to allot any or all Unit(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant.

Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons for the same.

38. The Applicant has understood and has specifically acknowledged that the Company may finally allot/sell/convey the ownership of the Unit by way of any other mode of sale/conveyance including but not limited to allotment /purchase of shares of ownership of the Unit to the Applicant. The Applicant specifically undertakes to inform the Company in writing his/her consent and/or objections, if any, to such other mode of state /conveyancing within a period of 30 (thirty) days from the date of such intimation by the Company failing which the Applicant's consent shall be deemed to have given to the Company to such other mode of sale/conveyancing and the Applicant shall execute such other documents, agreements, deeds, paper etc. as the Company may deem fit in its sole discretion and shall raise no claim/dispute in this regard. However, in the event, the Applicant objects to such other mode of conveyancing, the Company may within the above said period of 30 (thirty) days from the date of intimation, the Applicant specifically undertakes to take refund of the entire amount paid by the Applicant to the Company till such date and the payment of such amount without any interest whatsoever by the Company shall leave the Applicant without any right, title and interest in the Unit/ car parking spaces applied herein and Applicant shall not raise and dispute/claim in this regard. In the event of adoption of such mode of conveyancing, the ownership of the Unit by the Company by way of allotment of shares, the terms 'purchase/allotment of Unit' shall stand substituted by the term 'purchase/allotment of shares linked to exclusive use/ownership of the Unit' throughout the application and these terms and conditions.
39. The Applicant understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Buyers' Agreement and only upon the registration of the conveyance/sale deed in his favour.
40. It is specifically understood by the Applicant that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decided not to allot any or all Units to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with this proposal from the Applicant. Further, his provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
41. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement shall supersede the terms and conditions asset out herein.
42. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
43. All or any dispute arising out of or touching upon or in relation to the terms of this provisional booking or allotment letter pursuant to these terms and conditions or their termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through sole arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. Sole Arbitrator shall be nominated by the Company's Managing Director and he shall hold the arbitration proceedings at New Delhi. Amongst

the other reasons for reference of disputes to the Arbitration, any notice stating that in view of cancellation of allotment of unit, the Applicant is not liable to pay the earnest money to the company shall be automatically deemed to be a notice to the Managing Director for appointment of the Sole Arbitrator. Since the present agreement do not create any right of the applicants in the immoveable properties, the Courts at Delhi/New Delhi shall, to the specific exclusion of all other courts, alone have the exclusive original jurisdiction in all matters arising out of/touching and/or concerning this application for booking and other documents like letter of allotment/cancellation/termination/forfeiture etc.

44. The Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for provisional allotment.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyers' Agreement, which shall supersede the terms and conditions set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/ reminders in respect of my/our obligations set out in this application and the Buyers' Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Buyers' Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, as may be imposed upon me/us. I/We further undertake and assure the Company that In the event of cancellation of my/our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Unit applied for and/or provisionally/finally allotted to me/us in any manner whatsoever.

Signature of the Applicant(s)

Date _____

1. _____

Place _____

2. _____

3. _____

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FROM

It is mandatory to affix passport size photograph in designated areas in the Application form:

Resident of India

- Copy of PAN Card
- Photograph in all cases
- Address Proof
- Any other document/certificate as may be required by the Company

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Address Proof
- In case of one of the partners signing the document on behalf of other Partners an authority letter from other Partners authorizing the said person to act on behalf of the Firm

Private Limited Company

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company
- Proof of registered office address
- Board Resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

NRI/PIO

- Copy of Individual's Passport/PIO Card
- Address Proof
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the Applicant only on foreign exchange remittance from abroad and not from the account of any third party

Applicant

Co-Applicant

Co-Applicant



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