

Ramprastha Promoters & Developers Pvt Ltd

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www.ramprastha.com





# Ramprastha Promoters and Developers, a name synonymous with world class building, breaks new grounds by launching



Available in 3BHK, each apartment is furnished with all the required essentials and ergonomics.

A technically sound design and quality,
Ensures that it's not only beautiful but secure as well.

The View, is strategically located in Sector 37 D



A Township spread over 450 acres

0-km from Dwarka Expressway & Metro Station

15 min drive from IGI Airport

Right opposite to Reliance SEZ.

A premium residential experience of luxurious Villas, Group housing, Penthouses, Plotted row houses & Town houses.

Complete with ultra modern amenities like School, Hospital, Hotel, Shopping Mall, Multiplex, Golf Club (Driving Range), Club (Gymnasium, Swimming Pool, Basketball, Tennis & Badminton court etc.) and a temple, The View has a great planned infrastructure to boast of.

# APPLICATION FOR ALLOTMENT of Residential Apartments in The View, Ramprastha City, Sector 37-D, Gurgaon

AMPRASTHAPROMOTERS & DEVELOPERS (PVT) LTD.	
Dear Sir,	
We the Applicant(s) understand that M/s. Ramprastha Promoters & Developers (PVT) Ltd. (Company) is promoting a residential project under the f "The View" in Ramprastha City, Sector 37-D, Gurgaon("Complex"), comprising of multistoried residential apartments.	e name and style
We hereby apply for provisional allotment of one (1) number Residential Unit/Apartment and an exclusive right to use parking space(s), (hereinafter Parking Space(s)") in the said complex as per the Down payment/Installment Payment Plan attached.	referred to as the
We read and understood the terms and conditions of this Application, started herein after and is/are agreeable to the same	
We enclose herewith Bank Draft/ Cheque for Rs	
the event of the company agreeing to provisionally allot the Said Apartment as its sole discretion, I/We agree to pay installments of Total Price (herein a little of the company from time to time and in the manner set out in the payment play which shall from part of the agreement (Apartment Buyers Agreement) that shall be excluded by me/us and the Company on the Company's standard form	n opted by me/us
We have clearly understood that this Application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final partment in the said Complex not with standing the fact that the company may have issued a receipt in acknowledgment of the money tendered with this urther understood that only upon me/ us signing and executing the Apartment buyer Agreement, agreeing to abide by the terms and condition laid down lot ment shall become final and binding upon the Company. I/We are aware that the building plans for the building in which the said apartment shall be lot anctioned by the Director, Town & Country Planning (DTPC), Haryana and incase because of any reasons the plans shown to me/us are changed, the hall have the sole discretion to allot the alternative apartment. I/We have instructed the company that if for any reasons other than reasons attribectom and the provision to finally allot the said apartment with in the period of one year from the date of this application, I/we shall have the option to me earnest money by serving a 30 (Thirty) days demand notice of the company and the company shall refund the earnest money deposit with simple in numm.	is Application. It is in therein that the ocated are not yet hen the company oute to me/us the take the refund of
We have clearly understood and agree that this Application shall be processed by the Company at its sole discretion without assigning any reasons the nly if the application is complete in all respect and after the encashment of the Cheque(s)/Bank Draft submitted by me/us along with the application.	ereof for rejection
however, I/we withdraw/cancel this application or fail to execute and necessary documents/affidavit including standard Buyer's Agreement, along wetter with indays from the date of dispatch of the Allotment letter by the company, then the company may at its sole discretion treat my/or ancelled and the earnest money paid by me/us shall stand forfeited.	
We agree to abide by the terms and conditions of this application including those relating to payment of Total Price (hereinafter defined) and other dates, taxes, (hereinafter defined) cesses, levies. Etc. and forfeiture of earnest Money as laid down herein.	eposits, charges,
ly/Our particulars are given below for your reference and record:	
SOLE FIRST APPLICANT (S) Mr./Mrs./Ms	
S/W/D of	
NationalityAgeAgeProfession	
Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin	
Income Tax Permanent Account No	
Ward/ Circle/ Special range and place where assessed to income tax	
Mailing AddressEmail:	



	Tel No	Mobile		Fax No	
-	Office Name & Address				
	Tel No	Mobile	Fax No		
		rs./Ms			
		V Dufa-sisa			
		Years Profession			
	Residential Status: Resident/ Non- Foreign National of Indian Origin	-Resident/			
		0			
	(Attach Form 60 or 61, as the case	,			
		lace where assessed to income tax			
	·				
		Mobile			
	lel No	Mobile		Fax No	
3	THIRD APPLICANT(S)				
ı	M/s				
ı	Reg. Office/ Corporate Office				
,	Authorized Signatory				
ı	Boars Resolution dated/ Power of	Attorney			
ı	PAN No./ TIN No				
•	Tel. No		Fax No		
ı	Email ID		M	ob. No	
	DETAIL O OF CAID ADADTMENT				
	DETAILS OF SAID APARTMENT		Cuman Aus -	0-15 (A	
	туре		ouper Area	5q/π. (Approx)	
	Puilding Block:	FloorNur	nhor		

5	DETAIL OF PRICING: Basic Price (Including Cost of Parking Space(s), External Development Charges (EDC) & Infrastructure Development Charges (IDC))	:	Rs/-
	Interest Free Maintenance Security (IFMS)	:	Rs/-
	Preferential Location Charges, as Applicable	:	Rs/-
	Other Charges (if applicable)	:	Rs/-
	Total Price Payable for the said Apartment	:	Rs/-

### Note:

- i. Total Price does not include (IFMS) Interest Free maintenance Security @ Rs. 50/-per sq. ft. of the super are which shall be deposited by the Applicant(s) with the Company.
- ii. Total Price does not include stamp duty, registration and incidental charges as well as expenses of the Apartment Buyer's Agreement and Conveyance deed etc., which shall be borne and paid by the Applicant(s) to the company.
- iii. The total Price does not include Taxes.
- (a) A sum equivalent to the proportionate share of the Taxes shall be paid by 5he Applicant(s) to the company in addition to Total Price. The proportionate share will be the ratio of super area of the said Apartment in the said building/said complex.
- (b) The company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Charted Engineer and /or a Charted Accountant, the amount payable as stated in (a) above the applicant(s) shall make payment within 30 days of such intimation.
- iv. The total Price does not include the maintenance charge, property tax, municipal tax, wealth tax, Govt. Rates, tax on land, Fees or levies of all and any kind by whatever name called.
- v. The Total Price does not include the Cost of Electric Fitting, Fixture, Geyser, Electric and Water Meter as well as the Charges for the Water and Electricity Connection.
- vi. The Total Price does not include any other charges that maybe payable by the applicant(s) as per the Apartment Buyer Agreement on demand by the Company.
- vii. Specifications and Prices can be changed at the sole discretion of the Company

### 6. ENVIRONMENT COMMITMENT:

I/ we, the above mentioned applicants do hereby undertake to maintain ecological harmony as requested by the company which may include interalia common solar lighting, water recycling, a water segregation, CFL lighting, double gazing, solar water heating, and have fully understood and have willingly committed to share the extra obligations for environment conservation within the complex and shall always cooperate and vote for any or all decision, requested by the company for this cause.

### 7. DECLARATION

I/we the Applicant(s) do hereby declare that my/ our Application is irrevocable and that the above particulars/ information given by me/us are true and correct and nothing has been concealed therefore.

Date	
Diago	Yours faithfully,
Place	Signature of Applicant(s)

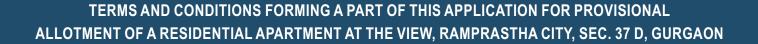


Type: Covered (Basement & Stilt)/ Open



### FOR OFFICE USE ONLY

RE	ECEIVING OFFICER			
	Name			
	Signature		Dat	e
RA	AMPRASTHA PROMOTERS & DEVELOPERS (P	VT) LTD.		
1.	ACCEPTED/REJECTED			
2.	Apartment Allotted No		BldgBlock	Floor
	Super Area		Sq. ft (approx.) Parking Space(s) No	
	Type: Covered ( Basement/Slit/Open)			
3.	Basic Price (Including Cost of Parking Space(s),	: F	Rs/-	
	External Development Charges (EDC) & Infrastructure Development Charges (IDC))			
	Preferential Location Charges, as applicable	: F	Rs/-	
	Other Charges (if any applicable)	: F	₹s	
	Total Price payable for the said Apartment together	: F	Rs/-	
	, iparament together			
4.	PAYMENT PLAN: Down payment/ Construction L	ink		
5.	Payment received as earnest money vide Cheque	e /DD/pay Order No		
	Datedfor Rs.			out of NRE/NROFC/SB/CUR/C
	A/c			
6.	Provisional booking receipt no		dated	
7.	BOOKING: DIRECT/BROKER			
8.	Broker's Name/ Company's			
	Name:			Address:
	Stamp with Signature:			
9.	Remarks:			
	Date:		ACCEPTED BY	
	Place:		Name	
	Signature		Designation	



The terms and conditions given below are indicative in nature and more comprehensively set out in the Apartment Buyers Agreement, which upon execution shall supersede. The Applicant(s) shall sign all the pages of this Application in token of his/her/its acceptance of the same.

### DEFINITIONS AND INTERPRETATION:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose of the terms and conditions set out in this Application, singular include plural and masculine includes feminine gender.

"Act" means the Haryana Apartment Ownership Act, 1983 or any other statutory enactment or modifications thereof.

"Apartment Buyer's Agreement" shall mean the Agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

"Applicant(s)" shall mean the Applicant(s) applying for allotment of the Said Apartment whose particulars are set out in this Application and who have appended their signatures and as acknowledgment of having agreed to the terms and conditions of this Application and the Apartment Buyers Agreement.

"Application" shall mean this Application form for provisional allotment of residential apartment in The Atrium, Ramprastha City, Sec.37 D, Gurgaon along with the terms and conditions contained herein

"Company" shall have the same meaning as set out herein above in the Application.

"Earnest Money" shall mean the amount @10% of the total sale price.

"EDC" means the External Development Charges levied on the Said Complex by the Government of Haryana or any other competent authority and to be paid by the Applicant(s).

"Foot Print" shall mean the precise land underneath the Said Building.

"IFMS" means the Interest Free Maintenance Security to be paid by the Applicant(s).

"IDC" means the Infrastructure Development Charges levied on the Said Complex by the Government of Haryana and to be paid by the Applicant(s)

"Maintenance Agency" means the Company or association of apartment allottees or such other agency/body/Company/ association of apartment to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/Said Building.

"Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance agreement executed between the Company, Applicant(s) and the Maintenance Agency and contained in the relevant Annexure to the Apartment Buvers Agreement.

"Parking Space(s)" means Basement/Stilt/Open, back to back car parking space(s) in the Said Building/Said Complex allotted to the Applicant(s) as mentioned in clause 3 above.
"Said Apartment" means the specific apartment applied for by the Applicant(s) for allotment, details of which have been set out in this Application and includes any alternative apartment allotted in lieu of the apartment whose particulars are mentioned in the Application.

"Taxes" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Complex, now or in future.

"Total Price" means sale price of the Said Apartment inclusive of the Parking Space(s), Preferential Location Charges if the Apartment is preferentially located, the cost of providing electric wiring and switches in the Said Apartment along with applicable EDC and IDC, fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the fire fighting code/regulations under national Building Code 1983 amendment No.3 of January 1997 and does not include other amounts, charges, security amount etc., payable as per the terms of the Apartment Buyer's Agreement including but not limited to Taxes, increase in EDC, IDC, increase in all types of securities IFMS and charges for bulk supply of electric energy, Maintenance Charges, property tax, additional preferential location charges, increase in price due to increase in super area of the Said Apartment, stamp duty, registration and any incidental charges and any other charges payable as mentioned in the Apartment Buyer's Agreement.

- 1. The Applicant(s) has applied for provisional allotment of the Said Apartment with full knowledge of all the laws/notifications and rules applicable to the group housing/multistoried project in general and the Said Complex in particular and has also satisfied himself about the title/interest/rights of the Company in the land on which the Said Complex is being constructed to construct/sell/market the Said Apartment/Said Complex and understood all limitations and obligations of the Company in respect thereof. The applicant(s) confirms that no further investigation n this regard is/shall be required by him/her.
- 2. The Applicant(s) is/are aware of the fact that this Application shall be processed by the Company only if the Application is complete in all respect and after the encashment of the Cheque(s)/Bank Draft submitted by me/us along with the Application.
- 3. The Applicant(s) shall pay the Total Price of the Said Apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas in the Said Complex and proportionate share of the club and other common facilities, if any; which may be located any where in the Said Complex at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Said Apartment shall be more clearly defined in the Apartment Buyers Agreement and the Applicant(s) affirms to be bound by the same. This Application is a mere request by the Applicant(s) for the allotment of Apartment in the Complex and the Company reserves the right to accept or refuse the allotment of Apartment at its sole discretion with whatever reasons and criteria and without assigning any reason thereto for rejection.
- 4. (a) The Applicant(s) agree to execute and abide by the terms and conditions of the Apartment Buyers Agreement and pay the Total Price and other charges, rates, taxes, cesses, deposits, levies etc., including development charges, infrastructure charges, if any, whether levied now or in future or with retrospective effect, as the case may be, from the date of this Application. Such charges shall be payable by the Applicant(s) on the basis of the super area which comprises of the apartment area and the undivided share in the common areas and facilities within the Said Building Said Complex only. In addition, the Applicant(s) shall have the ownership of undivided proportionate share of the Foot Print in which the Said Apartment is located, calculated in the ratio of super area of his/her/its





apartment to the total super area of all the apartments in the Said Building only. In order to maintain safety & standards, all the wood work will be undertaken by the company itself. Charges for the same will be applicable w.r.t. work specifications. The Applicant(s) confirms and represents that he/she/it has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas facilities and amenities falling outside the Said Building/Said Complex save and except the use of common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s). The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental, construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment 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 developmental/construction activities or incidental/related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof land(s), facilities and amenities (other than those within the Said Building/Said Complex), 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 favor of any other party by way of sale, transfer, lease, collaboration, joint

- (b) The Said Apartment/Said Building shall be subject to the provisions of the Act and the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in these declaration which may be filed by the Company in compliance of the Act shall be conclusive and binding upon the Applicant(s) and the Applicant(s) agrees and confirms that his/her/its right, title and interest in the Said Apartment/Said Building shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) agrees that the declaration to be filed in compliance of the Act shall in no manner confer any right, title or interest in any lands, facilities, amenities and buildings outside the land of the Said Complex/Said Building in which the Said Apartment is located. The Applicant(s) shall join any society/association of the apartment owners and pay any fees, charges thereof and complete such documentation and formalities for maintenance as may be deemed necessary by the Company in its sole discretion for this purpose.
- (c) The Applicant(s) agree that the Company may in its sole discretion and for the purpose of complying with the provisions of or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the Foot Print or common areas and facilities, in any declaration.
- 5. The Applicant(s) agrees that if due to any change in the lay out/building plan the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as may be applicable. The applicant(s) further agrees that if due to any change in the layout/building plan, the Said Apartment ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan as opted by the Applicant(s).
- 6. The Applicant(s) agrees that the Total Price of the Said Apartment includes the levy of EDC and IDC up to the date of issue of license and the Applicant(s) agrees to pay any further increase in EDC and IDC by whatever names called or in whatever form and with all such conditions imposed by the Haryana Government or any competent authority (ies) on pro rata basis. If such charges are increased (including with retrospective effect) after the Conveyance deed has been executed then these charges shall be created as unpaid sale price of the Said Apartment and the Company shall have lien on the Said Apartment of the Applicant(s) for the recovery of such charges.
- 7. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the firefighting equipment in the common areas as provided in the existing fire fighting code / regulations and power back up per apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc, which shall be got installed by the Applicant(s) at his/her own cost as well as the charges fro water and electricity connection. If however, due to any subsequence 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 a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
- 8. The Applicant(s) understands that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment, which cannot be sold / dealt with independent of the Said Apartment. The Applicant(s) may apply for additional parking space, which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Apartment Buyer's Agreement pertaining to allottent, possession cancellation etc shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to the Applicant(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration, which may be filed by the Company under the Act.
- 9. The Applicant(s) hereby agree that Company shall be entitled to forfeit the Earnest Money along with the interest on delayed payments, interest on installments (paid or payable) and brokerage paid, if any, etc in case of non fulfillment of the terms and conditions herein contained and those of the Apartment Buyer's Agreement and also in the event of failure by the Applicant(s) to sign and return to the Company the Apartment Buyer's Agreement along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the standard Buyer's and Maintenance Agreement within thirty (30) days from the date of its dispatch of the Allotment Letter along with the Apartment Buyer's Agreement by the Company.
- 10. The Applicant(s) agree that time shall be the essence in respect of payment on or before due date, of Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time.
- 11. The Applicant(s) has seen and accepted the plans and has applied for the provisional allotment of the Said Apartment with the specific knowledge that the building plans, design, specifications, measurements, dimensions, location of the Said Apartment and/or said building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration/modification resulting in +/-10% change in the super area of the Said Apartment or material change in the specifications of the Said Apartment any time prior to and /or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment. in writing to be paid by him or refunded to him by the Company as the case may be. The Applicant(s) agrees to inform the Company in writing his objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant object to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company shall be liable only to refund the entire money received from

the Applicant(s) with simple interest @ 9% per annum. The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment shall be payable or refundable (without any interest) at the rate per sq.ft. as mentioned in this Application.

- 12. The Applicant(s) agrees that in case the Company is unable to deliver the Said Apartment and / or allot Parking Space(s) to the Applicant(s) for his occupation and use due to:
  - (i) Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
  - (ii) If any competent authority (ies) refuses, delays, with holds, denies the grant of necessary approvals for the Said Apartment/Said Building or;
  - (iii) If any matters, issues relating to such approvals, permissions, notice, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court
  - (iv) Due to force majeure conditions, then the Company may cancel the allotment of the Said Apartment in which case the Company, shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
- 13. Subject to other terms of this Application and Apartment Buyer's Agreement including but not limited to timely payment of the Total Price, stamp duty, registration and other charges shall be paid by the Applicant(s). The Company shall endeavor to complete the construction of the Said Apartment within 36 months from the date of execution of the Apartment Buyers Agreement by the Company. Thereafter the Company shall offer the possession of the Said Apartment to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs. 10/- per sq. ft. per month for any delay of full one month or any part thereof.
- 14. The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills therefore. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance bills therefore. In order to secure due payment of the maintenance bills and other charges raised by the maintenance Agency, the Applicant(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Company or the Maintenance Agency, as IFMS at the rate of Rs. 50/- per sq. ft. of the super area of the Said Apartment.
- 15. The Applicant(s)nagree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Apartment Buyers Agreement and conveyance deed of the Said Apartment within the stipulated period and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and Parking Space(s) allotted to him/her. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, delayed payment interest, brokerage if paid, etc. and refund the balance amount to the Applicant(s) without any interest upon realization of money from resale to any other party.
- 16. The Company reserves the right to cancel the allotment of Apartment(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final and the Company shall have the right to forfeit the Earnest Money in such cases.
- 17. The Applicant(s) agree to comply with terms and conditions of the Application and the Apartment Buyers Agreement failing which the Company shall have the right to cancel/terminate the allotment/Apartment Buyers Agreement and forfeit the entire amount of Earnest Money, interest on delayed payment, brokerage if paid etc. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment and the Parking Space(s). It is understood by the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the Applicant(s) as set out in this Application and/or Apartment Buyers Agreement and the Applicant(s) is required to comply with all its obligations on its own. The company shall thereafter be free to resell and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money, interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Applicant(s) to the Company.

In the event of default of Applicant(s) in payment of the installments, the Company shall raise the demand through a Demand Letter immediately on default of the Applicant. On non payment the Company shall send the first reminder after 30 days of default, which shall be followed by the second reminder within next 45 days. If the Applicant(s) defaults/does not pay any of the installments with interest even after the second reminder but no later than three (3) months from the due date of the outstanding amount, the Company may at its sole option cancel the allotment and intimate the said cancellation through a Cancellation letter and thereby terminate the Buyer's Agreement and forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) which under no circumstances shall be in excess of 10% of the total amount payable.

- 18. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by me/us on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @15% per annum and for all periods exceeding first 90 (ninety) days after the due date @18% per annum.
- 19. The Applicant(s) agree that the Apartment Buyers Agreement to be entered/executed by the Applicant(s) is not assignable nor the name of the Applicant(s) can be substituted and deleted within a period of one year from the date of the execution of the Apartment Buyers Agreement. However, after expiry of one year, the Company may at its sole discretion and subject to applicable laws and notifications of any governmental directions permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted, in his/her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its sole discretion. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution.
- 20. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any company/financial institution/bank by way of mortgage/charge/securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of Conveyance deed. The company/financial institution/bank shall always have the first lien on the Said Apartment. Charge on the Said Apartment 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. In case the Applicant(s) wants to avail of loan facility from his Employer or any financing institution/agency to facilitate the purchase of the Said Apartment applied for, the Company shall extend all possible help without getting involved in any financial commitment and the terms of financing institution/agency shall exclusively be binding and applicable upon the Applicants(s) only.



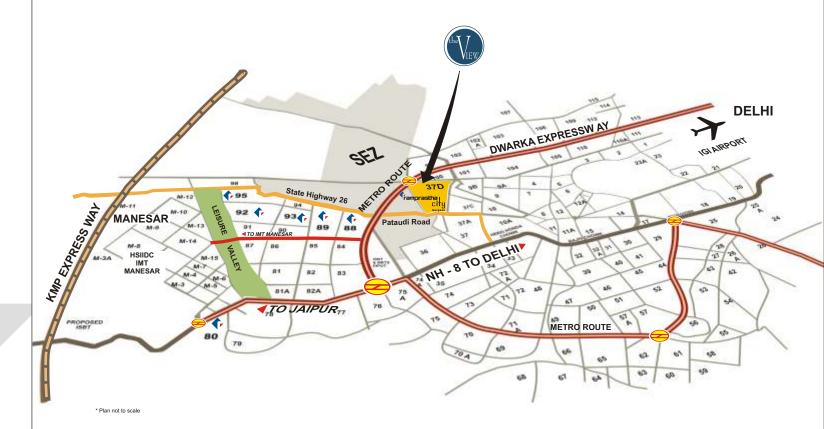


- 21. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damages or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Apartment Buyers Agreement.
- 22. The Applicant(s) agree that in respect of all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- 23. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and shall be deemed to have been received by the Applicant(s). In case of joint Applicants, communication sent to the First named Applicant in the application shall be deemed to have been sent to all the Applicants.
- 24. The Applicant(s) understands that the provisional and/or final allotment of the Said Apartment is entirely at the discretion of the Company.
- 25. The Applicant(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Building/Said Complex to any body or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount with 9% simple interest.
- 26. The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in parts 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 without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
- 27. Until a Conveyance Deed is executed and registered in favor of the Applicant(s), the Company shall continue to be the owner of the said Apartment and all amounts paid by the Applicant(s) at the time of application for allotment or thereafter shall merely be an advance payment for purchase of the said Apartment and this shall not give him/her/them any lien or interest on the said Apartment unless and until he/she/they has/have complied with all the terms and conditions of application for Allotment of Apartment or Allotment Letter or Buyer's Agreement as and when executed pursuant thereto and have got the Conveyance Deed registered with Sub-Registrar, Gurgaon.
- 28. That the transfer of residential Apartments wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records. In all other cases wherein full payment of the Apartment has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company.
- 29. The Applicant(s) shall not use the said Apartment or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.
- 30. The Applicant(s) agree that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and dispute/difference shall be referred to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at appropriate location in Delhi only. The courts at Delhi alone shall have exclusive jurisdiction.

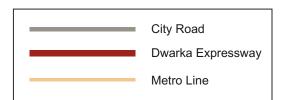
I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

Date		
Place		
1	 3	
2	 4	,
SIGNATURE OF THE APPLICANT(s)		





\* Plan not to scale





UNIT PLANS FLOOR PLANS





3 BEDROOM UNIT PLAN 1485 Sq. ft.





3 BEDROOM FLOOR PLAN 1485 Sq. ft.







SPECIFICATIONS PAYMENT PLAN

**FLOORS** 

Bedrooms

Living/Dining/Passage

& Lobby within Apartment : Vitrified Tiles

Balcony : Anti-Skid Tiles

Kitchen & Toilets : Anti-Skid Tiles

WALLS

Living/Dining/Bedrooms/

Passage & Lobby within

Apartment : Oil Bound Distemper

Kitchen & Toilets : Combination of Ceramic Tiles

**CEILINGS** 

Ceilings : Oil Bound Distemper

**COUNTERS** 

Kitchen : Counters in Marble

FITTINGS/FIXTURES

Toilets & Kitchen : CP Fittings, White Chinaware, Stainless Steel

Kitchen Sink

WOOD WORK

Bedrooms : Wooden Cupboards\*

Kitchen : Modular Kitchen\*

**DOORS & WINDOWS** 

Internal Doors : Hardwood Door Frames, Veneered & Polished/Skin

Moulded Shutters\*

External Glazing : Aluminium Glazing

**ELECTRICALS** : Switches & Sockets, Copper wiring (fittings like

fans, lights fixtures, geysers, appliances etc.

not provided) Power Backup

SECURITY SYSTEMS : Boom barriers at Entry & Exit of the Basement Parking

\*On extra payment



### **Price List**

Including Cost of Covered Parking,

External Development charges (EDC), Infrastructure

Development Charge (IDC) : As applicable
Interest Free Maintenance security (IFMS) : Rs 50/- sq. ft.
Preferential Location Charges(PLC) : As applicable

# **Down Payment Plan**

On booking : 10% of Sale Price
Within 30 days of booking : 15% of Sale Price

Within 60 days of booking : 65% of Sale Price+100%

PLC if applicable less 7%

On Receipt of Occupation Certificate : 5% of Sale Price

On intimation of possession : 5% of sale Price+IFMS

+ Stamp Duty & Registration

## Installment - Payment Plan

S.No.	Linked Stages		Payment
1	On Booking	:	10% of Sale Price
2	With 30 Days of Booking	:	7.5% of Sale Price
3	With 60 Days of Booking	:	7.5% of Sale Price
4	On Start of Construction	:	7.5% of Sale Price
5	On Completion of foundation	:	7.5% of Sale Price
6	On completion of Basement Roof	:	7.5% of Sale Price
7	On Completion of 2nd floor roof slab	:	7.5% of Sale Price + 50% PLC (if applicable)
8	On Completion of 4th floor roof slab	:	7.5% of Sale Price + 50% PLC (if applicable)
9	On Completion of 6th Floor roof slab	:	7.5% of Sale Price
10	On Completion of 8th Floor roof slab	:	5% of Sale Price
11	On Completion of 10th Floor roof slab	:	5% of Sale Price
12	On Completion of 12th Floor roof slab	:	5% of Sale Price
13	On Completion of Flooring and Wall Painting	:	5% of Sale Price
14	On Receipt of Occupation Certificate	:	5% of Sale Price
15	On Intimation for Possession	:	5% of Sale Price + IFMS
Notes			

### Notes:

- 1. In the above stated Sale Price, External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per unit as applicable to this Group Housing Site. In case of any upward revision in future by the Government agencies, the same would be recovered on pro-rate basis from the Applicant(s) or Allottee(s).
- 2. Down Payment Price shall be calculated taking 7% rebate on 65% of Sale Price, which is subject to change without prior notice.
- 3. Interest Free Maintenance Security (IFMS) @ Rs.50/- per sq.ft.
- 4. Stamp Duty / Registration Charges shall be payable by the Applicant(s) or Allottee(s).
- 5. One Car Parking Bay for each apartment is mandatory.
- 6. Prices Subject to revision at the sole discretion of the company.

