



PLOTS

Application for allotment of a Residential Plot in 'Vatika India Next' being developed in Sectors 82, 82-A, 83, 84 & 85, Gurgaon, Haryana



To,

Vatika Limited

7th Floor, Vatika Triangle
Sushant Lok- 1, Block - A
Mehrauli - Gurgaon Road
Gurgaon - 122002
Haryana, India

Dear Sir/s,

I/We understand that you are developing a Residential Colony known as 'Vatika India Next' in Sectors 82, 82-A, 83, 84 & 85 of Gurgaon Manesar Urban Complex, Gurgaon, Haryana in collaboration with your associate companies and individuals (hereinafter referred to as the Said 'Residential Colony')

I/We also understand that you have plans to sell developed Residential Plots of various sizes in the Said Residential Colony (hereinafter referred to as 'Said Residential Colony')

I/We request you to book one (1) number Residential Plot of _____ sq yds, category : General / PLC, in the Said Residential Colony (hereinafter referred to as the said 'Residential Plot') under your **Development Linked Payment Plan/Down Payment Plan** (Strike off whichever is not applicable).

I/We have read and understood the terms and conditions of this application, stated hereinafter and am/are agreeable to the same.

I/We enclose herewith a sum of Rs. _____ (Rupees _____) by Cheque / Bank Draft No. _____ dated _____ drawn on _____ bank in your favour payable at Delhi / Gurgaon as booking amount and earnest money.

I/We agree that if you allot the Said Residential Plot, then I/We agree to pay the Total Price as stated hereinafter and all other amounts, charges and dues as per the payment plan opted by me/us and/or as and when demanded by you and to sign and execute the Plot Buyer Agreement and the Maintenance Agreement as and when desired by you (hereinafter 'the Developer').

I/We have clearly understood that by submitting this Application, I/We have not become entitled to final allotment of the Said Residential Plot in the Said Residential Colony notwithstanding the fact that you may have issued receipt(s) in acknowledgement of the money tendered with/in pursuance to this application. I/We further understand that it is only after issuance of the allotment letter, the allotment will be deemed as confirmed and after I/We have signed and executed the Plot Buyer Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Residential Plot shall become final. If I/We fail to execute and return the agreement within the stipulated period, then, you will have the discretion to treat this Application and the Allotment, if any, as cancelled and upon such cancellation the earnest money alongwith non-refundable amounts paid by me/ us shall stand forfeited. I/We further understand that if for any reasons, you are not in a position to finally allot the Said Residential Plot within a period of one year from the date of this application, then, you will refund the amounts deposited by me/ us with simple interest @ 8% per annum calculated for the period such amounts have been lying with you for which I/We will give notice to you after the expiry of one year. You will refund such amounts within 30 days of receipt of such notice from me/ us and you will have no other liability towards me/us.

I/We hereby acknowledge that you have provided to me/us all the information and clarifications as required by me/us and I/We am/are satisfied with the same and I/We have relied on my/our own judgment and investigation with respect to the location, size, specifications, price, etc. of the said residential plot and I/we are not influenced by the architects' plans, advertisements, representations of the brokers etc.

I/We further understand that this Application will be deemed as valid and proper only on your realization of the amount tendered with this application.

I/We further agree to abide by the terms and conditions of this application including those pertaining to payment of Total Price and other charges, rates, taxes, cesses, levies etc. and forfeiture of earnest money and non-refundable amounts as laid down herein and/or in the Agreement.



Applicant (Sole/First)

Mr./Ms./Mrs. :.....

.....

S/o/D/o/W/o Mr./Mrs. :.....

.....

Date of Birth:

.....(D).....(M).....(Y)

Profession:

Nationality:PAN No. :
(copy enclosed)

Residential Address:

.....Pin Code:

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Affix
your recent
Passport Size
Photograph

1st Applicant

Applicant (Third)

Mr./Ms./Mrs. :.....

.....

S/o/D/o/W/o Mr./Mrs. :.....

.....

Date of Birth:

.....(D).....(M).....(Y)

Profession:

Nationality:PAN No. :
(copy enclosed)

Residential Address:

.....Pin Code:

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Affix
your recent
Passport Size
Photograph

3rd Applicant

OR

Applicant (Second)

Mr./Ms./Mrs.:.....

.....

S/o/D/o/W/o Mr./Mrs.:

.....

Date of Birth:

.....(D).....(M).....(Y)

Profession:

Nationality:PAN No. :
(copy enclosed)

Residential Address:

.....Pin Code:

Office Address:

.....Pin Code:

Telephone No. Office:Residence:

Mobile :

Email Id :

Affix
your recent
Passport Size
Photograph

2nd Applicant

M/s.....a
partnership firm constituted under The Indian Partnership Act, 1932
(Copy of the Partnership Deed enclosed) having its place of business
at..... through its
partner Shri / Smtauthorized
by resolution dated.....(copy enclosed)
PAN No:.....(copy enclosed).

OR

M/s..... a
Company registered under 'The Companies Act, 1956, having its
registered office at.....through its
duly authorized signatory Mr./Ms.....
authorized by a resolution passed by the Board of Directors (A copy of
the Board Resolution, Memorandum & Articles of Association as well as
Certificate of Incorporation of the company enclosed)

2. Residential Plot Applied For:.....sq yds

3. Preferential Location Desired (if Any): Residential Plots facing
84 Mtr Road/24 Mtr Road/Park/Corner/Commercial Facing.

4. Total Sale Consideration:

- a. Basic Sale Price: Rs.....per sq yd
Unit Price: Rs.....per sq yd
- b. PLC (As applicable): Rs.....per sq yd
- c. IFMSD* Rs.....
- d. Total Sale Price: Rs.....
[(a) + (b)] (Excluding Stamp Duty & Registration Charges)

*Interest Free Maintenance Security Deposit @ Rs. 150/- per sq yard

5. Payment Plan Opted For:

I Development Linked Payment Plan

- a. On booking
10% of (BSP+ PLC).....
- b. Within 90 Days of Booking
15% of (BSP + PLC).....
- c. Commencement of leveling work at site
10% of (BSP + PLC).....
- d. Commencement of alignment work for the roads of the block*
10% of (BSP + PLC).....
- e. Commencement of demarcation work of plot clusters
10% of (BSP + PLC).....
- f. Commencement of sewerage & drainage work of the block*
10% of (BSP + PLC).....
- g. Commencement of electrification work of the block*
10% of (BSP + PLC).....
- h. Commencement of demarcation of individual plots
10% of (BSP + PLC).....
- i. Commencement of metalling work of roads of the block
10% of (BSP+ PLC).....
- j. On Offer of Possession 5% of (BSP +PLC).....

Total Sales Consideration Rs.

IFMS + Stamp Duty & Registration Charges(as applicable)

(* upon completion of the specified works in any part of the block wherein the plot is located)

II Down Payment Plan

- a. On booking
10% of (BSP +PLC).....
- b. Within 60 Days of Booking
85% of (BSP +PLC).....
- c. On offer of Possession 5% of (BSP +PLC).....

Total Sales Consideration Rs.

IFMS + Stamp Duty & Registration Charges(as applicable)

Declaration

I/We do hereby declare that this application is irrevocable and that the above particulars/ information given by me/us are true and correct and nothing material has been concealed therefrom

Date:

Yours Faithfully,

Place: Gurgaon

Signature of the 1st Applicant

Signature of the 2nd Applicant

Signature of the 3rd Applicant

Checklist

Tick [✓]

1. Booking amount cheques / DD.
2. Customer's signature on all pages of the application form and payment plan.
3. Copy of PAN card / Form 60 / Undertaking.
4. Address proof.
5. One passport size colour photograph of each applicant.
6. For Companies : Certified copy of Board Resolution, Memorandum & Article of Association and Certificate of Incorporation.
7. For Partnership Firm : Partnership Deed and authorization by all partners in favour of the applicant to purchase
8. For NRI : Passport copy & payment is to be through NRE / NRO A/c.
9. Email ID and Mobile number of the Applicant(s).

FOR OFFICE USE

Booking done by: Direct Through Agent

Broker's Name, Address:

Code No.:

Name of the official who has booked the Residential Plot:

No./Details of Residential Plot Allotted:.....

Dated:(D).....(M).....(Y)

Basis of calculation:

For Vatika Limited

Authorized Signatory

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF A RESIDENTIAL PLOT IN THE RESIDENTIAL COLONY 'VATIKA INDIA NEXT' BEING DEVELOPED BY VATIKA LIMITED AT SECTORS 82, 82-A, 83, 84 & 85, GURGAON, HARYANA

(The terms and conditions given below are merely indicative and are more comprehensively set out in the Plot Buyer Agreement which upon execution shall supersede the same. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender)

1. Definitions:

'Agreement' means the Builder Buyer Agreement to be executed by the Applicant and the Developer.

'Applicant' means person(s) applying for booking of the Said Villa, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

'Application' means whole of this Application including all annexures, schedules, terms and conditions for allotment of the Said Residential Plot in the Said Residential Colony.

'Developer' means Vatika Limited, having its corporate office at 7th Floor, Vatika Triangle, Sushant Lok Phase-I, Gurgaon and includes its affiliates, associate(s) and collaborators.

'Earnest Money' Means 10 % of the Total Price of the Said Residential Plot payable by the Applicant.

'EDC' mean the charges for external development levied/ leviable on the Said Colony (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.

'Force Majeure' means any event or combination of events or circumstances beyond the control of the Developer which can not (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Application, which shall include but not be limited to:

- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (iii) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (iv) strikes, lock outs or industrial disputes;
- (v) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in this Agreement; or
- (vi) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Colony/Said Villa or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever;
- (vii) non-availability of cement, steel or other construction material due to strikes at facilities of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (viii) any event or circumstances analogous to the foregoing

'IFMSD' means Interest Free Maintenance Security Deposit to be paid by the Applicant for provision of maintenance services like security, upkeep of roads & street lights as per the payment plan to the Developer or to the Maintenance Company/ Agency, which is being computed at Rs.150/- per sq. yard.

'IDC' shall mean Infrastructure Development Charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/ National Highways, transport, irrigation facilities etc. and includes additional levies, fees, cesses, charges and any further increase in any such charges;

'Maintenance Agency' means the person(s) who shall provide maintenance services like security, maintenance of roads & street lights etc. within the Said Residential Colony which can be a Company or Association of Residential Plot Owners or such other agency/body/ company to whom the Developer may handover the maintenance of the Said Residential Colony.

'Non-Refundable Amounts' means interest paid or due on delayed payments, deduction of brokerage paid by the Developer, if any, etc.

'PLC' means charges for the preferential location of the Said Residential Plot payable / as applicable to be calculated on the per sq yard basis of the size of the Said Residential Plot as mentioned in item No. 4 of this application hereinabove, which shall be payable as follows :-

- (i) One PLC (84 Mtr Road Facing plots) Rs.....per sq.yd
- (ii) One PLC (Park Facing/ 24 Mtr Road Facing/ Corner/Commercial Facing) Rs.....per sq.yd
- (iii) Two PLC's (including 84 Mtr Road Facing) Rs.....per sq.yd
- (iv) Two PLC's (excluding 84 Mtr Road Facing) Rs.....per sq.yd
- (v) Three PLC's (including 84 Mtr Road Facing)Rs.....per sq.yd

'Said Residential Plot' shall mean Residential Plot of the sizes of 240 sq yd/ 300 sq yd/ 360 sq yd/ 400 sq yd/ 500 sq yd applied for by the Applicant in the Said Residential Colony and includes any alternative plot, if allotted to the Applicant in lieu of the Said Residential Plot.

'Said Residential Colony' means the Residential Colony being developed in the name and style of 'Vatika India Next' as per the plans approved by the competent authority at sectors 82, 82-A, 83, 84 & 85, Gurgaon Manesar Urban Complex, Gurgaon, Haryana

'Taxes' shall mean any and all taxes payable by the Developer by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, cess, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Said Residential Plot.

'Total Price' means the amount amongst others, payable for the Said Residential Plot which includes Basic Sale Price, PLC (if the Said Residential Plot is preferentially located) calculated on per sq. yard basis but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the company in accordance with the terms of this application/ agreement, including but not limited to-

- (i) IDC, Increase in IDC, wealth tax, government tax on land, fees or levies of all and any kinds by whatever name called in respect of the Said Residential Colony/ Said Residential Plot.
 - (ii) Interest Free Maintenance Security Deposit (IFMSD).
 - (iii) Maintenance charges, property tax, municipal tax, service tax on the Said Residential Plot.
 - (iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc which shall be borne and paid by the Applicant.
 - (v) Taxes, including service tax, surcharge etc.
 - (vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
 - (vii) Any other charges that may be payable by the applicant as per the other terms of the Application and such other charges as may be demanded by the Developer, shall be payable by the Applicant in accordance with the terms and conditions of the Application/ Agreement and as per the demand raised by the Developer from time to time.
2. The Applicant has applied for booking/ allotment of the Said Residential Plot and is fully aware of all the limitations and obligations of the Developer in relation to and in connection with the development of the Said Residential Plot and has also satisfied himself about the arrangements/title/interest/ rights of the Developer in the land on which the Said Residential Colony/ Residential Plot is proposed to be developed and has understood all limitations or obligations of the Developer in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
3. The Applicant shall pay the total Price of the Said Residential Plot in accordance with the payment plan opted for by the Applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this application and/or in the Agreement in accordance with the demand raised by the Developer from time to time. The Applicant agrees and understands that the Total Price of the Said Residential Plot and other charges are calculated on the basis of the size and dimension of the Said Residential Plot which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application.
4. Subject to the terms and conditions of this Application/ Agreement, on and after the payment of the Total Price and other charges and dues as per the Application/Agreement, the Applicant shall have the exclusive ownership of the of the Said Residential Plot.
5. The Applicant agrees that the Applicant shall not have any right in any commercial premises, buildings, shops, community centers, club and school, if any, constructed in the Said Residential Colony. The Developer shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, school etc., or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Developer may deem fit in its sole discretion.
6. The Applicant agrees that if due to any change in the lay-out plan/ zoning plan of the Said Residential Colony / Said Residential Plot:-
 - (i) The Said Residential Plot ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be refunded without any interest and such refund shall be made/ adjusted in the last installment as stated in the payment plan opted for by the Applicant.
 - (ii) The Said Residential Plot becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant shall pay PLC of the Residential Plot to the Developer as applicable and as demanded by the Company.

The Applicant understands that in case of change in the location of the Said Residential Plot due to change in the layout plan/Zoning plan of the Said Residential Colony /Said Residential Plot or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.

7. The payment of all statutory dues including EDC and IDC have been factored in the total Price of the Said Residential Plot. Any enhancement in the same or any other such statutory dues by whatever name called, even with retrospective effect, shall be payable by the Applicant in proportion to the size / dimension of the Said Residential Plot to the total plots subjected to such EDC/ IDC. The pro rata demand made by the Developer to the Applicant with regard to such dues shall be final and binding on the Applicant. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application/Agreement and the Developer shall be entitled to cancel the Allotment/ Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If such statutory dues are levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Residential Plot and the Developer shall have the first charge and lien over the Said Residential Plot.

8. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this application/agreement.

9. The Applicant has seen and accepted the plans and has applied for the allotment of the Said Residential Plot with the specific knowledge that the zoning plans, measurements, dimensions, location and number of the Residential Plots in the Said Residential Colony and all other terms and conditions are tentative and are subject to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Developer and may also change due to changes/modification required by the competent authority. The Applicant hereby agrees that the Developer is fully entitled to increase/change the number of the Said Residential Plot or the location thereof and the Applicant shall not object to the same.

In case of increase/ decrease in the size/ dimension of the Said Residential Plot upto $\pm 10\%$, the same shall be within the permissible limit and the price of the same shall be adjusted accordingly in the last installment. However, in case of any major alteration/ modification resulting in more than 10% change in the size/ dimension of the Said Residential Plot or any material change in the specifications, the Applicant will be informed in writing by the Developer of such change and the difference in price of the Said Residential Plot to be paid by him or refunded to him by the Developer as the case may be. The Applicant agrees to inform the Developer in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/ modifications. If the Applicant objects to such change in wiring, within the permitted time and the Developer decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Developer's only liability will be to refund the entire money received from the Applicant along with interest @ 8% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Developer shall be free to deal with/ dispose off the Said Residential Plot in a manner in which it may deem fit.

10. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property tax, wealth tax, service tax, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Residential Colony/ Said Residential Plot, as the case may be, as assessable or applicable from the date of the Application. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the Applicant till the Said Residential Plot is assessed separately.

11. The Applicant agrees that the Developer shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Developer Force Majeure continues for a considerable time, then the Developer may in its sole discretion put the Development of the Said Residential Colony/ Said Residential Plot(s) in abeyance and terminate/ alter/vary the terms and conditions of this Application/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/agreement.

The Applicant agrees and acknowledges that the Developer, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Developer shall be limited only to refund the amount received from the Applicant, along with 8% interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

12. Subject to other terms of this Application and the Agreement including but not limited to clause 11 above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Developer shall endeavor to complete the Development of the Said Residential Plot within 3 (three) years from the date of booking by the Applicant and thereafter the Developer shall offer the possession of the Said Residential Plot to the Applicant. Any delay by the Applicant in taking the possession would attract charges @ Rs.15/- per sq. yard per month for any delay of one month or any part thereof. In case of delay by the Developer in completion of the Development of the Said Residential Plot (except for Force Majeure conditions), the Developer will pay compensation @ Rs._____ per sq. yard per month to the Applicant which both parties agree is a just and equitable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/ claims whatsoever, provided the Applicant is not in breach of any of the terms of this Application/ Agreement. The adjustment of such compensation shall be done at the time of execution of the conveyance deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the Said Residential Plot has been developed and after full price thereof and all other charges have been paid by the Applicant. The cost of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant.

13. The Applicant agrees and understands that in order to provide necessary maintenance services in the Said Residential Colony, the same may be handed over to a maintenance Company/ Agency to be appointed by the Developer. The Applicant agrees to enter into a maintenance agreement with the said Maintenance Company/ Agency for provision of services like security, maintenance & upkeep of the Said Residential Colony. The Developer reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of handing over possession of the Said Residential Plot by the Developer / expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay an IFMSD (Interest Free Maintenance Security Deposit) at the time of offer of possession or as and when demanded by the Developer for securing the maintenance charges payable by the Applicant and also include any further increase in such charges

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

15. The Applicant agrees that the Developer shall be entitled to forfeit the Earnest Money along with the Non Refundable amount in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Developer the Agreement within the stipulated period. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Residential Plot. The company shall thereafter be free to resell and/or deal with the Said Residential Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Developer only after realizing such amounts from resale of the Said Residential Plot but without any interest or compensation of whatsoever nature. The Developer shall at all times have the first lien and charge on the Said Residential Plot for all its dues payable by the Applicant to the Developer. If the amount deposited/ paid by the Applicant is less than the Earnest Money and Non-Refundable amounts then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Developer.

16. Without prejudice to the Developer's aforesaid rights, the Developer may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Developer interest which shall be charged for the first ninety (90) days from the due date @ Rs. 15% per annum and for all periods exceeding first 90 days after the due date @ 18% per annum. Dishonour of any cheque issued by the Applicant towards payment of any sum under the Application/ Agreement shall be viewed very seriously by the Developer. Apart from other consequences of such dishonour, the Developer shall charge Rs.2,000/- as penalty each time a cheque is dishonoured.
17. The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Developer may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant that as understood by the Developer at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the Said Residential Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/ transfer/ assignment of the Said Residential Plot by any authority, the Developer will have to comply with the same and the Applicant has specifically noted the same.
18. The Applicant hereby authorizes and permits the Developer to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of the Said Residential Plot subject to the Said Residential Plot being free of any encumbrance at the time of execution of Conveyance Deed. The Developer/ financial Institution/ Bank shall always have the first lien/ charge on the Said Residential Plot for all dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the Said Residential Plot. In case of the Applicant who have opted for a loan arrangement with any Bank, the conveyance of the Said Residential Plot in favour of the Applicant shall be executed only upon the Developer receiving 'No Objection Certificate' from such Bank.
19. The Applicant agrees that in case the Applicant is an NRI or non-resident/ foreign national of Indian origin/ foreign national/ foreign company then all remittances, acquisition/ transfer of the Said Residential Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law 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 Developer accepts no responsibility in this regard.
20. The Applicant agrees to inform the Developer in writing of any change in the mailing address mentioned in this Application, failing which all letters by the Developer shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all Applicants.
21. The Applicant hereby covenants with the Developer to 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 booking and sale and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non observance or non performance of the said covenants and conditions by the Applicant.
22. The Developer is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
23. The Applicant understands that the final allotment of the Said Residential Plot is entirely at the discretion of the Developer.
24. The Applicant declares and affirms that in case of joint Applicants failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Applicants shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well severally. Any notice/ communication to the first Applicant shall be deemed as notice to both/ all the Applicants.
25. The Applicant understands that this Application for allotment of Residential Plot is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all the Residential Plots in the Said Residential Colony to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of booking amount being received by the developer with this Application form from the Applicant.
26. The Applicant agrees that the Developer shall have the right to transfer ownership of the Said Residential Colony in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal/ or any other arrangement as may be decided by the Developer without affecting the rights of the Applicant and without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
27. This application has been made at Gurgaon and the earnest money has also been paid at the office of the Developer at Gurgaon. Hence Gurgaon courts alone shall have the jurisdiction in all matters arising out of or touching and / or concerning this transaction.

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date :

Place : Gurgaon

.....
Signature of the 1st Applicant

.....
Signature of the 2nd Applicant

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Signature of the 3rd Applicant

