



APPLICATION FORM



Application for Provisional Allotment by Sale of a Unit in “ARAYA” Complex in Sector 62, Golf Course Extension Road, District Gurgaon, Haryana.

Application No. _____

Date __/__/____

M/s Pioneer Urban Land & Infrastructure Limited

Paras Downtown Centre

Floor 5 & 7

Golf Course Road, Sector -53

Gurgaon -122002

Dear Sirs,

The Applicant understands that the Company (hereinafter defined) is promoting the Said Complex (hereinafter defined). The Applicant requests that the Applicant may be provisionally allotted an apartment and/or an exclusive right to use Parking Space(s) (hereinafter defined) in the Said Complex as per the Company's:

Down Payment Plan _____ / Construction Linked Payment Plan _____.

The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same. The Applicant encloses herewith a sum of Rs. _____/- (Rupees _____ only) by Bank Draft/ Cheque No./Pay Order No. _____ dated _____ drawn on _____ (Bank & Branch) in favour of “ _____ ” the Company payable at Gurgaon, Haryana as booking amount.

The Applicant agrees that if the Company allots the Said Apartment (hereinafter defined) then the Applicant agrees to pay the Total Price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant and/ or as and when demanded by the Company or in accordance with the terms of this Application / Agreement (hereinafter defined) that shall be executed by the Company, on the Company's standard format.

The Applicant declares that he is competent to make and submit this Application and there is no legal, regulatory or statutory impediment or restriction on him for making this Application or any payment thereunder.

The Applicant has understood that, by submitting this Application, the Applicant does not become entitled to the final allotment of the Said Apartment in the Said Complex, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant. The Applicant further understands that it is only after issuance of the allotment letter, the allotment will get confirmed and only after the Applicant signing and executing the Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Apartment shall become final.

The Applicant understands that this Application, once submitted cannot be revoked and in the event if he withdraws the Application or if he does not accept the allotment made by the Company or in case if the cheque comprising booking amount/registration amount or any installment thereafter for any reason whatsoever or if the Applicant fails to execute and return the buyer's Agreement within thirty (30) days from the date of its dispatch by the Company then the Company reserves the right to cancel this Application and on such cancellation the Earnest Money (hereinafter defined) along with the Non Refundable Amounts (hereinafter defined), paid by the Applicant shall stand forfeited without leaving any further right, title, interest, claim or lien of the Applicant.

The Applicant understands that if for any reasons, the Company is not in a position to finally allot the Said Apartment within a period of one (1) year from the date of this Application, the Company shall refund the amounts deposited by the Applicant with simple



interest @ 6 % per annum calculated for the period such amounts have been lying with the Company for which the Applicant will give notice to the Company after the expiry of one year. The Company shall refund such amounts within 30 days of receipt of such notice from the Applicant. The Applicant understands that the Company shall have no other liability of any kind except the refund of this amount.

The Applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the Said Apartment and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Apartment. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self - contained and complete in itself in all respects.

The Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement. Notwithstanding anything contained herein in this Application, the Applicant understands that the Application will be considered as valid and proper only on realization of the amount tendered with this Application. Further, the Applicant understands that potential funding/finance/loan/arrangement etc. from a bank, if any, are at his own cost and risk.

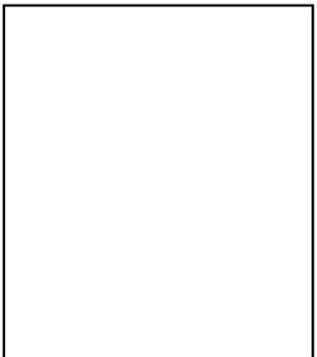
Signature of Sole First Applicant

Signature of Second Applicant

Signature of Third Applicant

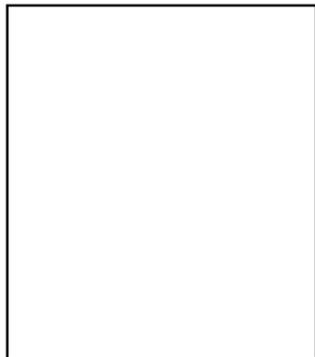
The particulars of the Applicant(s) are given below for Company's reference and record:

<p>SOLE OR FIRST APPLICANT(S)</p> <p>Mr./Mrs./Ms. _____</p> <p>S/W/D of _____</p> <p>Nationality _____ Age _____ Years</p> <p>Profession _____</p> <p>Residential Status: Resident/Non-Resident/Foreign National of Indian Origin</p> <p>_____</p>	
<p>Income Tax Permanent Account No. _____</p>	
<p>Ward/Circle/Special range and place where assessed to income tax</p> <p>_____</p>	
<p>MAILING ADDRESS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>City _____ State _____ Country _____</p> <p>Tel.No _____ Fax No _____</p>	
<p>OFFICE NAME AND ADDRESS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>City _____ State _____ Country _____</p> <p>Tel.No _____ Fax No _____</p> <p>Email _____</p> <p>Mobile _____</p>	



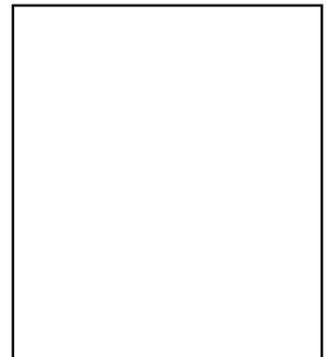
**(*TO BE FILLED IN CASE OF JOINT APPLICANTS)
SECOND APPLICANT**

SECOND APPLICANT Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ Years Profession _____ 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 ADDRESS _____ _____ _____ _____ _____ _____ City _____ State _____ Country _____ Tel.No _____ Fax No _____
OFFICE NAME AND ADDRESS _____ _____ _____ _____ _____ _____ City _____ State _____ Country _____ Tel.No _____ Fax No _____ Email _____ Mobile _____



THIRD APPLICANT

THIRD APPLICANT Mr./Mrs./Ms. _____ S/W/D of _____ Nationality _____ Age _____ Years Profession _____ 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 ADDRESS _____ _____ _____ _____ _____ _____ City _____ State _____ Country _____ Tel.No _____ Fax No _____
OFFICE NAME AND ADDRESS _____ _____ _____ _____ _____ _____ City _____ State _____ Country _____ Tel.No _____ Fax No _____ Email _____ Mobile _____



OR

M/s. _____
 _____ a partnership firm duly registered under the Indian Partnership Act
 1932, through its partner authorised by resolution dated _____
 Shri/Smt. _____ (copy of the resolution signed by all Partners required).
 PAN/TIN: _____ Registration no. _____

*M/s. _____
 _____ a partnership firm duly registered under the Indian Partnership
 Act 1932, through its partner authorised by resolution dated _____
 Shri/Smt. _____ (copy of the resolution signed by all Partners required).
 PAN/TIN: _____ Registration no. _____
 (*Delete whichever is not applicable)

DETAILS OF APARTMENT

Apartment No. _____ Floor: _____ Tower: _____ Block: _____
 Super area : _____ sq.ft.(approx.) Parking Space(s): _____

DETAILS OF PRICING

Basic sale price (super area): @ Rs _____ /-per sq. ft.
 aggregating to Rs. _____ /-
 (Rupees _____ only).
 Cost of the Parking Space(s):Rs. _____ /- (Rupees _____ only)
 PLC, as applicable @ Rs. _____ /- per sq. ft. of the super area aggregating to Rs. _____ /-
 Total Price payable for the Said Apartment: Rs. _____ /- (Rupees _____ only)
 EDC @ Rs. _____ (Rupees _____ only)
 IDC @ Rs. _____ (Rupees _____ only)

DECLARATION

The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

 Signature of Sole First Applicant Signature of Second Applicant Signature of Third Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER
 Name : _____ Date _____

 Signature _____

1. ACCEPTED REJECTED

2. DETAILS OF APARTMENT
 Apartment No. : _____ Floor: _____ Tower: _____ Block : _____
 Super area: _____ sq. ft. (approx.) Parking Space(s): _____

3. DETAIL OF PRICING
 Basic sale price (super area): @ Rs _____ /-per sq. ft.
 aggregating to Rs. _____ /-
 (Rupees _____ only).
 Cost of the Parking Space(s):Rs. _____ /- (Rupees _____ only)
 PLC, as applicable @ Rs. _____ /- per sq. ft. of the super area aggregating to Rs. _____ /-
 Total Price payable for the Said Apartment: Rs. _____ /- (Rupees _____ only)
 EDC @ Rs. _____ (Rupees _____ only)
 IDC @ Rs. _____ (Rupees _____ only)
 PLC, as applicable @ Rs. _____ /- per sq. ft. of the super area aggregating to Rs. _____ /-
 EDC @ Rs. _____ (Rupees _____ only)
 IDC @ Rs. _____ (Rupees _____ only)
 Total Price payable for the Said Apartment: Rs. _____ /- (Rupees _____ only)

4. PAYMENT PLAN: Down Payment Plan _____ /Construction Linked Payment Plan _____

5. Payment received vide Cheque/DD/Pay Order No. _____ dtd _____ for Rs. _____ out of NRE/NRO/FC/SB/CUR/CA Account _____

6. Booking receipt no. _____ dated _____

7. BOOKING: Direct Through Sales Organizer Broker

8. Broker's Name, Address & Stamp with signature _____

9. Remarks, if any,

10. Check-list for Receiving Officer:

- Booking amount Cheque/DD.
- Customer's signature on all pages of the application form.
- PAN No. & Copy of PAN Card / Form 60 / Form 49 A.
- For Companies: Certified copies of memorandum & articles of association and board resolution in support of the authorized signatory under common seal of the Company.
- For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant / IPI-7/ Passport Photocopy.
- For NRI: Copy of Passport / Foreign Inward Remittance from the account of the Applicant(s) / NRE / NRO A/c of the Applicant.
- For Partnership Firm: Certified copy of Partnership deed and authorization to purchase from all other partners.
- For Hindu Undivided Family: Authority letter from all coparceners authorizing Karta.
- Photograph of each Applicant.
- Photo-Identity Card - Address Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/India Card etc.
- All copies of documents wherever required, should be self-attested

Date _____ Place _____ Signature _____

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN ARAYA, GURGAON

The terms and conditions given below are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein.

1. "Act" means the Haryana Apartment Ownership Act, 1983 or any other rule, statutory enactment, amendment or modifications thereof.
2. "Agreement" means the apartment buyer's agreement to be executed by the Applicant and the Company on the Company's standard format.
3. "Applicant" means person (s), applying for allotment of the Said Apartment, 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.
4. "Application" means whole of this Application form including all annexures, schedules, terms and conditions for allotment of the Said Apartment in the Said Complex.
5. "Company" means Pioneer Urban Land and Infrastructure Ltd., having its office at 5th and 7th Floors, Paras Down Town Center, Golf Course Road, Sector 53, Gurgaon, Haryana and includes its successors, assigns, affiliates, sister concerns, subsidiary (ies), associate(s) etc.
6. "Earnest Money" means 10% of the Total Price of the Said Apartment payable by the Applicant.
7. "EDC" shall mean the charges for external development levied/ leviable on the Said Complex (by whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.
8. "Foot Print" means the precise land underneath the Said Building.
9. "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (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 Company's ability to perform obligations under this Application, which shall include but not be limited to:

acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;

explosions or accidents, air crashes and shipwrecks, act of terrorism;

strikes or lock outs, industrial dispute;

non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;

war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

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 a party from complying with any or all the terms and conditions as agreed in this Agreement; or

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 Complex/ Said Building 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;

any event or circumstances analogous to the foregoing.

10. "IDC" shall mean the 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. includes additional levies, fees, cesses, charges and any further increase in any such charges;
11. "Maintenance Service Agency" or "MSA" means the person (s) who shall carry out the maintenance and upkeep of the Said Complex and who shall be responsible for providing the maintenance services within the Said Complex/ Said Building/ Said Apartment, which can be the Company or association of apartment owners or such other agency/ body/ company to whom the Company may handover the maintenance of the Said Complex.
13. "Non- Refundable Amounts" means interest paid or due on delayed payments, deduction of brokerage paid by the Company, if any, etc.
14. "Parking Space(s)" means parking space(s) allotted to the Applicant, details of which are mentioned above in the Application.
15. "PLC" means charges for the preferential location of the Said Apartment payable/ as applicable to be calculated on the percentage basis of super area of the Said Apartment.
16. "Said Apartment" shall mean the specific apartment or unit applied for by the Applicant in the Said Building, details of which has been set out in the Application and includes any alternative apartment, if allotted to the Applicant in lieu of the Said Apartment.
17. "Said Building" means the building in the Said Complex, as mentioned in this Application in which the Said Apartment may be located.
18. "Said Complex" means the group housing complex to be developed on Said Land under the name and style of "Araya" as per the buildings plans as approved by the competent authority, with residential apartments, buildings, club house, etc.
19. "Said Land" means the land admeasuring approximately 24.606 acres situated at Sector 62, Golf Course Extension Road, Gurgaon, Haryana.
20. "Taxes" shall mean any and all taxes payable by the Company 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/construction of the Said Apartment/ Said Building/ Said Complex.
21. "Total Price" means the amount amongst others, payable for the Said Apartment which includes Basic Sale Price, PLC (if the Said Apartment is preferentially located) calculated on percentage basis of the super area of the Said Apartment and cost of Parking Space(s) 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 -

IDC, increase in IDC, increase in EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Complex.

Maintenance charges, Additional PLC, property tax, municipal tax on the Said Apartment.

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.

Taxes including service tax, if applicable.

The cost for electric and water meter as well as charges for water and electricity connection and consumption.

Club membership fees and club charges, as applicable.

Cost of additional parking space(s), if any, allotted to the Applicant.

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 Company.

22 Which amounts 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 Company from time to time.

23 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.

24 Inspection : The Applicant has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development /construction of the Said Apartment/ Said Building/ Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Apartment/ Said Building/ Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant has made this application for allotment of a Unit with full knowledge of and subject to all the laws/notifications and sales applicable to this area in general, and this project in particular, which have been explained by the Seller and understood by the Applicant(s). The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.

25 Total Price: The Applicant shall pay the Total Price of the Said Apartment in accordance with the payment plan opted 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 the Agreement in accordance with the demand raised by the Company from time to time. The Applicant agrees and understands that the Total Price of the Said Apartment and other charges are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant that the definition of super area and apartment area shall be more clearly defined in the Agreement and the Applicant affirms to be bound by the same.

26 Mode of Payment: All payments to be made by the Applicant under this Application or the Agreement shall, unless specified otherwise in writing by the Company, shall be by way of a demand draft/banker's cheque/ordinary cheque/ Pay Order payable at par at Gurgaon in favour of "_____". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment.

27 Rights of Applicant: Subject to the other 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:

ownership of the apartment area of the Said Apartment;

undivided interest and the right to use common areas and facilities along with the other apartment owners;

right to exclusive use of the Parking Space (s); and

undivided proportionate interest in the Foot Print of the Said Building calculated in the ratio of super area of the Said Apartment to the total super area of all apartments in the Said Complex

28 Areas other than the said Complex: The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, club, hotel, etc. if any, constructed in the Said Complex. The Company 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 Company may deem fit in its sole discretion

29 Common Areas & Facilities: The Applicant agrees and understands that the Said Apartment / Said Building/ Said Complex may be subject to the Act. The common areas and facilities and the undivided interest of each apartment owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Applicant. The Applicant agrees and confirms that the Applicant's right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant shall be required to join the society/association of the owners of the apartments and the Applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose. The Applicant agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the Foot Print of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment.

30 Taxes etc.: The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes including service tax, if applicable, 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 Complex/Said Building/Said Apartment or land appurtenant thereto, 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 Company and the determination of the share and demand shall be final and binding on the Applicant till the Said Apartment is assessed separately. The Applicant agrees and acknowledges that in addition to Total Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:

31 A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, etc. in the Said Complex.

32 The Company shall periodically intimate the Applicant the amount payable as stated above which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within thirty (30) days of such intimation.

33 EDC & IDC: The Applicant agrees to make payment of EDC/IDC levied/leviable by whatever name called or in whatever form and with all such conditions imposed, by the Government and/ or any competent authority(ies), shall be paid by the Applicant. The pro-rata demand made by the Company to the Applicant with regard to EDC/IDC increase in EDC/IDC shall be final and binding on the Applicant. If the EDC/IDC increased EDC/IDC is not paid, then same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts. If the EDC/IDC increased EDC/IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Applicant.

34 Equipment/Appliances etc.: The Total Price includes the cost of equipments/appliances as mentioned in specifications. All the equipments/appliances provided in the Said Apartment / Said Complex are mainly indicative and subject to change. The Allottee further agrees and understands that the Company shall have the option to choose the brand of the equipments/appliances to be installed and the Allottee shall not have the right to raise any dispute or claim with regard to the brand installed by the Company in the Said Apartment. The Allottee agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Said Apartment. The guarantee and warranty is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers / manufacturers of all the equipments, equipments/appliances provided in the Said Apartment will be handed over to the Allottee at the time of possession. Thereafter, the Company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the Said Apartment. The Company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipments/appliances installed in the Said Apartment. The Allottee agrees and understands that the Allottee shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof. The brands of the equipments/appliances mentioned in specifications are only indicative and subject to change at the sole discretion of the Company and the Applicant shall have no right to raise any dispute, claim in this regard.

35 Car Parking: The Applicant understands that it is mandatory to purchase allotted Parking Spaces along with an apartment in "Araya". The Parking Space(s) allotted to the Applicant shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted, wherever applicable. The Applicant agrees that parking space(s) allotted to the Applicant shall not form a part of common areas of the Said Apartment/ Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under the Act.

36 Time is of essence: 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.

37 Modifications in Building Plans: The Applicant has seen and accepted the plans and has applied for the allotment of the Said Apartment with the specific knowledge that the building plans,

designs, specifications, measurements, dimensions, location and number 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 and may also change due to changes/modification required by the competent authority. The Applicant hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Said Apartment in any of the buildings and/ or the height of the Said Building and the Applicant shall have no right to object to the same. However, in case of any major alteration / modification resulting in more than ±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 will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or refunded to him by the Company as the case may be. The Applicant agrees to inform the Company 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 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's only liability will be to refund the money received from the Applicant along with interest @ 6% per annum as per its policy 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 Company shall be free to deal with/ dispose off the Said Apartment in a manner in which it may deem fit. The Applicant 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 on which such areas were sold / charged.

38 Additions: The Company shall have the absolute right to make additional construction, whether on account of increase in FAR or better utilization of the said Land or for any other reason anywhere in the project, to the extent permissible by the government or DTCP. The Company shall have the absolute and unfettered right to transfer such additional construction in any manner whatsoever as the Company may in its absolute discretion think fit. The Company and its transferees of such additional construction shall have the same rights as the Intending Allottee with respect to the project including the right to be member of the society of Apartment owners to be formed under the Act and the right to use of the common areas and other common amenities of the project. The Applicant understands that the impact of increase in number of floors shall dilute his ownership rights or usage of common areas/facilities etc. and waives off his specific right to objection to this clause.

39 Club: The Applicant agrees to pay applicable club charges/ club membership fees for the club facilities (if provided). The amount shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and service availed by the Applicant and the Applicant will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.

40 Force Majeure: The Applicant agrees that the Company 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 Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project 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 the amount 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 Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant, along with 6% interest per annum from the date of receipt of such amount and the Applicant shall have no other claim of any nature whatsoever.

41 Possession: Subject to other terms of this Application and the Agreement and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application/ Agreement, the Company shall endeavour to complete the construction of the Said Apartment within thirty nine (39) months from the date of excavation by the Applicant and thereafter the Company shall offer the possession of the Said Apartment to the Applicant. Any delay by the Applicant in taking the possession would attract charges @ Rs.10/- per sq. ft. per month of the super area of the Said Apartment for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the Company in completion of the construction of the Said Apartment, the Company shall pay compensation @ Rs.10/- per sq. ft. per month of the super area of the Said Apartment 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 conveyance deed.

42 Stamp Duty& Registration Charges etc.: 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 agreement/ conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter / e-mail of the Company. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter / e-mail, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, as per its policy, 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 or Company has not suffered any loss in the resale of the Said Apartment.

43 Forfeiture of Earnest Money: The Applicant agrees that the Company shall be entitled to forfeit, as per its policy, the Earnest Money along with the Non Refundable amount in case of non - fulfillment/ breach of the terms and conditions of the Application / Agreement (including withdrawal of the Application) and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter, the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. 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 and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Apartment but without any 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 to the Company. If the amount deposited/ paid by the Applicant is less than the Earnest Money and the Non-Refundable Amounts or the Company suffers a loss in reselling the Apartment, then the Applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

44 Waiver: Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on its prescribed terms and conditions.

45 Transfer/ Assignment: That the Applicant shall not sell, transfer or assign its right, title or interest in the said unit/Apartment or any portion thereof to any third party before 2nd November 2012. The Company 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/her nominee substituted in his/her place subject to such terms and conditions and charges as the Company may impose as well as the execution of appropriate collateral documentation by the Applicant and the proposed nominee/assignee/transferee to the complete satisfaction of the Company in the format finalized by it. In the event, the Applicant has obtained finance/loan against the said Apartment from any financial institution/bank, then a no objection certificate/letter by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to the requested assignment/transfer, by the Applicant. It is, however, made clear that the Applicant does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Applicant agrees and consents that the Company is not bound to permit the requested assignment/transfer, even though it may have done so in any other person's case previously or may do so subsequently. The Applicant hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Applicant. It is specifically made clear to the Applicant, that as understood by the Company, at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of allotted apartment. 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 apartment by any authority, the Company will have to comply with the same and the Applicant has specifically noted the same. It is made clear to the Applicant that under no circumstances shall the permission for assignment/transfer of its rights under this Agreement be granted to the Applicant either on any request made subsequent to the Notice of Possession for the said Apartment or after receipt of the complete Sale Consideration from the Applicant against the said Apartment.

46 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 authorities 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, without prejudice, the Company reserves the right to refund all amounts received by it from the Applicant without any interest or compensation, whatsoever. The Applicant waives his right to raise any dispute or claim, whatsoever.

47 Mortgage: The Applicant agrees that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant.

48 Bank Finance by Applicant: Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment, or where the Company has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Apartment, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.

49 NRI/ FEMA: The Applicant agrees that in case the Applicant is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then 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 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 Company accepts no responsibility in this regard.

50 Notice: The Applicant agrees to inform the Company in writing any change in the mailing address including email I.D. mentioned in this Application, failing which all e-mails / letters by the Company shall be e-mailed /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.

51 Indemnification: The Applicant hereby covenants with the company 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 Company 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 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.

52 Provisional Allotment: The Applicant understands 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 Complex/ Said Building 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 the booking amount being received by the Company with this Application from the Applicant. The Applicant understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.

53 The Applicant agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or 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 and the Applicant shall not raise any objection in this regard.

54 Settlement of Disputes: The Applicant agrees that, in the event of any dispute or differences arising out of 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 and the Company, shall be referred by any party for adjudication, 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 Gurgaon only. The courts at Gurgaon shall alone have the jurisdiction.

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

Date _____ Place _____

Signature of Sole First Applicant

Signature of Second Applicant

Signature of Third Applicant



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