



Advance Registration Application Form for EXPRESSION OF INTEREST for Commercial Unit in “Urban Square”, Sector 62, Gurgaon, Haryana

Application Number _____

Date _____

Dear Sirs,

I/We request that I/we may be registered for provisional allotment of a Commercial Unit in your forthcoming project viz. “Urban Square” situated at Sector 62, Gurgaon, Haryana, (“the project”) under the Down Payment /Construction Linked Payment Plan .

I/We hereby remit a sum of Rs. _____ (Rupees _____ Only) vide Cheque/No.(s) _____ dated _____ drawn on _____ in favour of **Pioneer Urban – Urban Square Sales Account**, as the registration amount , which shall be subject to realization.

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

I/We are making this application with the full knowledge that the plans for the building in which the unit applied for will be located are not yet sanctioned by the competent authority. I/We understand that this form merely expresses the intent of Pioneer Urban for allotting the unit to me/us and in no way be construed as an allotment.

I/We agree the EOI in the unit in the upcoming project “ Urban Square “ shall become definitive only after the due acceptance of the same by Pioneer Urban in writing and shall be subject to the terms and conditions stipulated by Pioneer Urban at the time of such acceptance. In the event of Pioneer Urban accepting my /our application to provisionally allot a unit, I/We agree to pay all further installments of the sale price and all other monies/dues as stipulated in the payment plan along with this application (which may be altered at the time of execution of the Buyer’s Agreement) as explained to me by Pioneer Urban and fully understood by me/us.

I/We agree to execute all the documents in the standard format provided by Pioneer Urban as and when necessary for the creation of EOI and subsequent allotment of the unit in the upcoming project “Urban Square” and shall strictly adhere to all the terms and conditions stipulated by Pioneer Urban from time to time. The said unit shall be deemed to be allotted to me only after I/We execute the buyer’s agreement on the standard format provided by Pioneer Urban (“Buyers’ Agreement) after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid therein and the legal implications thereof and after understanding my /our obligations and liabilities of Pioneer Urban as set forth in the Buyers’ Agreement.

I/We agree that the Buyers’ Agreement shall not be binding upon Pioneer Urban until executed by Pioneer Urban Land & Infrastructure Limited.

I/We agree that the registration of EOI and subsequent allotment of Unit is at the sole discretion of Pioneer Urban and incase the unit is not allotted to me/us for any reason whatsoever, I/we shall not raise any objection or claim damages or challenge the same in the court of law and the amount deposited herein shall be refundable to me/us without any interest within 30 (thirty) days from the date of notice regarding rejection of application for registration of EOI.

I/We agree that allotment shall become final and binding upon Pioneer Urban only after the acceptance by it of the signed Buyer’s Agreement within a period of 30 (thirty) days from the date of its dispatch by courier/registered post, together with all the annexure, draft tri-partite maintenance agreement, together with the amounts due and payable as set forth in the schedule of payments annexed herewith (“Payment Plan”). If I/We fail to execute and deliver Pioneer Urban, then my/our

application shall be treated as cancelled and all the sums/monies paid/deposited by me /us with Pioneer Urban shall stand forfeited without any notice/reminders.

I/We have gone through the above terms and conditions and have understood them and I/We hereby record my /our acceptance thereof..

Signature of Sole / First Applicant

Signature of Second Applicant (if any)

Signature of third applicant (if any)

PERSONAL DETAILS FORM

Sole/First Applicant		
Son of/Daughter of/Wife of		
Mailing Address		
PHOTOGRAPH		
Telephone	Mobile	Fax
Email		Age
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality		

Second Applicant		
Son of/Daughter of/Wife of		
Mailing Address		
PHOTOGRAPH		
Telephone	Mobile	Fax
Email		Age
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality		

Third Applicant		
Son of/Daughter of/Wife of		
Mailing Address		
PHOTOGRAPH		
Telephone	Mobile	Fax
Email		Age
Residential Status Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality		

DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

Type _____ (2 Bedroom/3 Bedroom/4 Bedroom)
 Tentative Unit No. _____ Floor _____ Tower/Building No. _____
 Super Area of Unit _____ Square Metre _____ Square Feet
 Parking Space(s) N0s. _____

DETAILS OF UNIT REQUIRED FOR ALLOTMENT

Tentative Unit No. _____ Floor _____ Super Area of Unit _____
Sq ft / Sq mtrs Parking Spaces(s) Nos. _____.

UNIT PRICE

- Basic Sale Price _____ Per square Feet / Per square meter
- Preferential Location Charges (PLC) _____
- External Development Charges (EDC) @ Rs. _____ Per square Feet / Per square meter
- Infrastructure Development Charges (IDC) @ Rs. _____ Per square Feet / Per square meter
- Parking Space Charges Rs. _____ (Rupees _____ only) @ Rs. _____ each.

PAYMENT PLAN OPTED

DOWN PAYMENT / INSTALMENT

DECLARATION

I/We , the Applicant(s) , do hereby declare that my/our application for allotment of a unit to the seller is irrevocable and that the above particulars / information/details given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant (if applicable)

Signature of Third Applicant (if applicable)

Date : _____

Place : _____

FOR OFFICE USE ONLY

Tentative Unit Number _____ Floor _____ Super Area of Unit
_____ Square Meter _____ Square Feet.

Parking Space(s) Nos.. _____.

- Basic Sale Price _____ Per square Feet / Per square meter
- Preferential Location Charges (PLC) _____
- External Development Charges (EDC) @ Rs. _____ Per square Feet / Per square meter
- Infrastructure Development Charges (IDC) @ Rs. _____ Per square Feet / Per square meter
- Parking Space Charges Rs. _____ (Rupees _____ only) @ Rs. _____ each.
- Payment Plan _____.
- Mode of Booking --- Direct / BDA _____.
- Special Instruction _____

Signature (Receiving Officer)

Signature (Inventory)

Business Development Associate's seal

SCHEDULE – I

BROAD TERMS AND CONDITIONS FOR REGISTRATION OF A COMMERCIAL UNIT IN “PIONEER URBAN” SECTOR 62, GURGAON, HARYANA

The terms and conditions given below are only indicative to enable the Applicant to acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Buyer's Agreement.

1. The Applicant(s) has(ve) made this application for the provisional allotment of a commercial unit with full knowledge of and subject to all the laws, bylaws, statutes, notifications, rules and regulations applicable to the area where the commercial unit is proposed to be situated, and which have been fully understood by the Applicant(s).
2. The Applicant(s) has(ve) satisfied himself/herself/themselves/itself about the interest and right of the company in the land on which the said commercial unit is being constructed and has fully understood all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any further investigations or objections by him/her/they/it in this respect.
3. The Applicant(s) agrees to pay the price of the commercial unit and other charges calculated on the basis of land rate per sq feet (per sq meters). Preferential Location Charges (PLC) per sq feet, and any other charges or levies as applicable as per the competent authority. It is further understood by the Applicant the calculation of all the charges applicable shall be more clearly defined in the Buyer's Agreement and upon execution of the Buyer's Agreement, the method of payment stated therein shall become binding upon the parties to Buyer's Agreement.
4. The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental/construction activities as it may deem fit in the future in the entire area falling outside the commercial unit, the commercial complex and the Applicant has confirmed that he/she shall not raise any objection or make any claim or default in any payments as demanded by the company on the account of inconvenience, if any, which may be suffered by him/her due to such developmental / construction activities or incidental/related activities. The company relying on this specific undertaking of the Applicant in this application may provisionally / finally agree to allot the commercial unit and this undertaking shall survive throughout the occupancy of the commercial unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
5. The allotment of the commercial unit to all the applicants shall be made on a first come first serve basis.
6. The commercial unit applied for, along with the building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and the facilities and the undivided interest of each commercial unit owner in the common areas and facilities, as specified by the company in the declaration which may be filed by the company in compliance of Haryana Apartment Ownership Act 1983, shall be conclusive and binding upon the owners of the commercial unit and the applicant confirms that his right, title and interest in the concerned commercial building/unit in the project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the applicant that the declaration to be filed in the compliance of Haryana Apartment Act, 1983 shall be strict consonance with the other clauses contained herein.
7. The Applicant(s) agrees that he/she/they/it shall pay the price of the commercial unit and such other charges calculated on the basis of super area, which is understood to include pro rata share of the common areas in the project and proportionate share of the other common

facilities, as specially provided in the Buyer's Agreement, which may be located anywhere in the said proposed commercial complex, at the sole discretion of the company. It is further understood by the Applicant(s) that the calculation of super area of the commercial unit shall be more clearly defined in the Buyer's Agreement and upon execution of that agreement with the designated maintenance agency to be appointed by the Company in this regard.

8. The Applicant has seen and accepted the plans, designs, specifications which are tentative and the applicant(s) is/are making the application for allotment with the full knowledge about the building plans, proposed specifications location of the commercial unit, buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the company may consider necessary or as directed by the concerned competent authority and /or architect, at any time after the building plans for the project are sanctioned and till the grant of occupation certificate by the concerned competent authority. The Applicant(s) has(ve) also seen the specifications and information as to the material to be used for the construction of the unit, which are also tentative and the company may make such variations, modifications, changes, deviations, revision and/or any amendment therein as it may deem fit and proper or as may be directed by any competent authority and the Applicant(s) hereby gives his/her/their/its consent to such variations and modifications. The Applicant(s) has(ve), in token of his/her/their/its acceptance of various lay-out plans of the said commercial unit to be situated in the Building/Complex and specifications, signed and executed the Annexure attached, which forms part and parcel of this application and shall also form a part of Buyer's Agreement and the Applicant(s) shall not raise any dispute/claim against company in this regard at any time whatsoever. The Applicant(s) hereby gives his/her/their/its consent to such variations, additions, alterations and modifications.
9. The Applicant(s) has/have made the application with full knowledge that the plans for the building in which the commercial unit applied for will be located are not yet sanctioned by the competent authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received. That upon receipt of such refund by registered post/courier, the applicant(s) shall not have any further rights, claims, demands, etc. against the Company and the Applicant(s) further undertake to waive any such claims, rights or demands that it may have against the Company in this regard. Upon such refund of all amounts received from the Applicant(s) the Company shall be fully released and discharged from all its obligations and liabilities in this regard.
10. The Company shall have the right to effect suitable and necessary changes, alterations, modifications, adjustments, variations, amendments and / or revisions in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of the unit, change in the number of the unit/ or change in its dimensions or change in the height of the building or change in its area. The Applicant(s) understand that to implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed and agrees to execute other such documents to effectuate such understanding. The applicant further agrees and understands that if there is any increase/decrease in the super area, the rate per sq ft. and other charges will be applicable to the changed area i.e. at the same rate at which the unit was booked and as a consequence of such reduction or increase in the super area, the company shall be liable to refund the Applicant(s) without any interest, only the extra price and other proportionate charges recovered or in the event of any increase in the super area, the Company shall be entitled to recover from the applicant(s), the additional price and such other proportionate charges, costs and expenses as the case may be.
11. That the Company has made it specifically clear to the Applicant(s) and after having satisfied himself/herself/themselves/itself, the applicant(s) has(ve) understood and agreed that the computation of the price of the said commercial unit does not include recovery of payments towards maintenance charges of any kind by the Company from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into

a separate maintenance agreement with the designated maintenance agency to be appointed by the Company in this regard.

12. That the Applicant(s) shall reimburse to the Company on demand , including but not limited to , all government rates, taxes, cesses , levies , charges, payments , penalties, fines and any other such outgoings, levy of proportionate development charges with regard to state/national highways, transport and power facilities etc. , whether levied or leviable now or in future on the commercial unit or the commercial complex as the case may be, as assessable / applicable from the date of application of the applicant(s) and the same shall be borne and pay by the applicant(s)
13. The Applicant(s). understands that the prices given are exclusive of the external development charges (“EDC”) and infrastructural development charges (IDC), pro-rated per commercial unit as applicable to this commercial site. Further any future upward revision thereof by the government agencies shall be recovered from the applicant(s) on pro-rata basis.
14. The Applicant(s) agrees that out of the amount(s) paid/payable by him/her/them/it towards the sale price, the Company shall treat 10% of the sale price as earnest money to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in the Buyer’s Agreement.
15. The Company and the Applicant(s) hereby agree that the money for the purpose of the application and Buyer’s Agreement shall be per unit. The Applicant(s) hereby authorizes the Company to forfeit the earnest money alongwith the interest paid, due or payable alongwith any other amounts of non-refundable nature in case of non-fulfillment on any of the terms and conditions herein contained and those of the Buyer’s Agreement as also in the event of failure by the Applicant(s) to sign and return to the Company the Buyer’s Agreement within thirty (30) days of its dispatch by the Company.
16. The intending buyer shall not cause or caused to be done, any alteration or damage to the superstructure, ceiling, wall etc. nor shall undertake, any internal modifications/renovations/decorations etc. without the prior written approval of intending seller. The intending seller, at its sole discretion, may refuse such alteration to the superstructure which may be in the opinion of intending seller/maintenance agency, affect the structural stability and/or otherwise affect or likely to affect the proper maintenance of the ultra modern ambience, decorum and prestige and standard of the entire complex as a whole.
17. That the intending buyer shall not encroach upon the passages, corridors etc. or interfere with the amenities, utilities and services available for common use, nor shall store any goods, objects in the common area or block any common area/facility etc. in any manner whatsoever.
18. That the intending buyer undertakes not to sub-divide the said flat/floor space.
19. The Applicant(s) shall enter into a separate Maintenance Service Agreement on the terms and conditions as may be provided in the Buyer’s Agreement and the Maintenance Agreement with the designated maintenance agency.
 - a) In order to secure adequate provision of maintenance services by the maintenance Agency (“Maintenance Agency”) as may be appointed by the Company in addition to due performance of the Applicant in paying promptly the maintenance bills and other charges, the Applicant hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Maintenance Agency / Company, as the case may be, as interest Free Maintenance Security (“IFMS”) at the rate of Rs.-----/- per sq. ft. of the commercial unit.
 - b) Further, the Applicant, upon completion of the said commercial unit, undertakes to enter into a maintenance agreement with the said Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said/maintenance Agency from the data of the certificate for occupation and use granted by the competent authority on pro –rata basis irrespective whether the Applicant is in occupation of the commercial unit or not.

- c) The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting therefrom any outstanding maintenance bill and /or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved/discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the commercial unit/common areas to such Maintenance Agency, as the case may be.
- d) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favour of the Applicant and the Company shall have first charge/lien on the commercial unit in respect of any such non-payment of shortfall/increase as the case may be.

20.

- a) The Company shall make all efforts to apply for the Occupation Certificate of the Project within thirty six(36) months from the date of signing of the Buyer's Agreement, Subject to certain limitation as provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement, by the Applicant(s). The Applicant(s) agrees and understands that the Company shall be entitled to a grace period of Ninety (90) days , after the expiry of thirty six (36) months, for applying and obtaining the Occupation Certificate in respect of the said complex.
 - b) The Company, on obtaining the Occupation Certificate and subject to the Applicant(s) having complied with all the terms and conditions of Buyer's Agreement, shall handover the commercial unit to the Applicant(s) for his/her/their/its occupation and use or as provided in the Buyer's Agreement, In the event the Company fails to deliver possession of the commercial unit to the Applicant(s) within the stipulate time period and as per the terms and conditions of the Buyer's Agreement then the Company shall be liable to pay interest @ 9% per annum (simple) on the amounts paid by the Applicant from the said delayed period however, the same shall be subject to the Applicant(s) having fulfilled his part of the obligations as per terms of allotment/Buyer's Agreement.
 - c) Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the said Unit upon being intimated about the same by the Company and in the manner as specifically described in the Buyer's Agreement, the Company shall have the option to cancel his/her/their/its allotment and avail of the remedies as stipulated in the Buyer's Agreement or the Company may, without prejudice to its rights under any of the clauses of the Buyer's Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the said commercial unit in the manner as stated in that clause on the condition that the Applicant(s) (Unit Allottee(s) at the state) shall pay to the Company holding charges @_____ per sq.ft. of the super area of the said commercial unit per month for entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the holding charges with applicable overdue interest, if any, are fully paid. It is made clear and the Applicant(s) agrees that the holding charges as stipulated in this case shall be a distinct charge not related to and shall be in addition to maintenance charges or any other or any other outgoing cess, taxes, levies, etc. which shall be at the risk, responsibility and cost of the Applicant(s).
21. It is specifically agreed and understood by the Applicant(s) that the Company may at its sole discretion decide not to allot any or all unit/s to anybody or altogether decide to put in abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim, any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant(s). Further. The provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

22. The Applicant(s) agrees to pay , as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the said commercial unit in favour of the Applicant(s) which shall be executed and got registered upon receipt of the full sale price from the Applicant(s) other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the said commercial unit allotted to him/her/them.
23. The Applicant(s) agrees and undertakes that he/she/they/it shall become a member of any association/society of said commercial complex as may be formed by the company on behalf of unit Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
24. The Applicant(s) agree(s) and understand that time is the essence with respect to their obligations to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Applicant(s) under the Buyer's Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices/reminders regarding the payment to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).
25. In case of delay of sixty (60) days in making payment by the Applicant(s) to the Company as per the schedule of payments, the Company shall have the right to terminate the allotment/Agreement and forfeit the earnest money. The Company shall also be entitled to charge interest @ 15% p.a. from the due date of installment, as per the schedule of payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the allotment/agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement, in such a case, the Parties agree that the possession of the commercial unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc.. along with interest by the Applicant(s) to the satisfaction of the Company.
26. It is agreed between the parties that in case the intending buyer commits any breach of its undertakings contained herein for any reasons whatsoever, the intending seller shall be entitled to terminate this agreement forthwith and refund the balance amounts already paid by the intending buyer to the intending seller without interest after forfeiting and deducting the earnest money and other costs after resale of the said premises and upon such termination, this agreement shall stand cancelled and the intending buyer shall be left with no rights/title in the said premises. The intending seller thereafter, shall be free to deal with the said premises in any manner whatsoever in its sole discretion. However, if the breach committed by the intending buyer is rectifiable, the intending buyer shall have an opportunity to rectify the same upon notice by the intending seller and within a period of 30 days from such notice.
27. The Applicant(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/ bank by way of mortgage/charge/securitization of his/her/their respective commercial unit or the receivables. If any, accruing or likely to accrue therefrom, subject to the commercial unit being made free of any encumbrances at the time of execution of sale deed in favour of the Applicant(s) or his/her/there/its nominee. The Applicant(s) further understands that in case of the Applicant(s) who has/have opted for long-term payment plan arrangement with any financial institution/banks the conveyance of the commercial unit in favour of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial Institutions/banks.
28. The applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed between them and to observe and perform all the covenants and conditions of application for sale and to keep the Company and its agents and representatives; estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of

non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

29. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said commercial unit, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under Buyer's Application or Buyer's Agreement. Any refund, transfer of security if provided in terms of Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable law. The Company accepts no responsibility in this regard and the Applicant(s) agrees and undertakes to indemnify and keep the Company fully indemnified and harmless from any harm injury, losses, claims and demands which may be caused to it due to the non-observance of the applicable rules and regulations in this regard.
30. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the said commercial unit applied for herein any way. The Company shall issue receipts for payment in favour of the Applicant only.
31. The Applicant has specifically acknowledged with the Company that the allotment of the commercial unit shall be subject to the strict compliance of bylaws, rules etc. that may be framed by the Company for occupation and use of the commercial unit and such other conditions as per the applicable laws.
32. The Applicant shall use and occupy the commercial unit for Commercial purposes in such manner and mode as may be provided in the Buyer's Agreement.
33. The Applicant(s) has/have specifically agreed with the Company that the allotment of the commercial unit shall be subject to strict compliance of byelaws, rules etc. that made by the Company for occupation and use of the commercial unit and such other conditions as per the applicable laws. The allotments shall also be subject to the recitals as incorporated in the declaration to be filed under the Haryana Apartment Ownership Act, 1983. In case of joint Applicants all communication shall be sent to the Applicant whose name appears first in the application form, at the addresses given by him, which shall for the purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant. The applicant(s) has agreed to this condition of the Company.
34. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in the allotment letter, falling which all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
35. The Applicant(s) agrees that the provisional allotment of the Unit as well as the allotment thereafter of the commercial unit shall be subject to force majeure clause which inter alia includes delay on account of non-availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of god or if non-delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of the time for delivery of possession of the said unit.
36. The applicant(s) shall be eligible to transfer or nominate said commercial unit only after the payment of 25% of the total consideration of the said commercial unit on the terms and conditions and the changed that may be stipulated by the Company in this behalf. The Applicant(s) is/are, entitled to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion

permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution/nomination/transfer.

37. The Applicant(s) is/are , entitle to get the name of his/her/their nominee(s) substituted in his/her/their place with the prior approval of the company who may at its sole discretion permit the same on such conditions as it may deemed fit . The applicant(s) shall pay to the company, transfer charges as applicable from time to time for the purchase of such substitution/nomination / transfer
38. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement shall supersede the terms and conditions as set out herein.
39. The Company reserves the right to transfer ownership of the Project "**Urban Square**" In whole or in parts of any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant undertakes that he shall not raise any objection in this regard.
40. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
41. This agreement has been executed at Delhi and the Courts at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this Agreement .

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Buyer's Agreement which shall supersede the terms and condition set out in this application.

Signature of Sole/First Applicant

Signature of Second Applicant (if applicable)

Signature of Third Applicant (if applicable)

Date : _____

Place : _____