AJNARA Ambrosia
SECTOR-118, • NOIDA
2/3/4 BHK Apartments

AJNARA
PEACE OF MIND

AJNARA INDIA LTD.

Engineers, Developers & Builders

AJNARA AMBROSIA

Plot No. GH-01, Sector -118, Noida, Distt. Gautam Budh Nagar (U. P.)

REQUEST APPLICATION FORM FOR BOOKING OF AN APARTMENT/UNIT

Application No. ..... Service Tax Registration No. : AAACA4700CSD001

To,
M/s AJNARA INDIA LTD.
Regd. Office: 502, 5th Floor, Sachdeva Corporate Tower,
Plot No. 17, Karkardooma Community Centre, Delhi-110092
CIN (Corporate Identification Number) : **U01111DL1991PLC046358**

Dear Sirs,

I/We, the undersigned, request for consideration of this Application for booking of an Apartment/Unit in your Project named as **"Ajnara Ambrosia"** situated at Plot No. GH-01, Sector -118, Noida, Distt. Gautam Budh Nagar (U. P.).

I/We do hereby agree and undertake to abide by the terms and conditions as mentioned herein.

I/We remit herewith a sum of Rs..... (Rupees .....

..... only) by the

Bank Draft / Cheque No. ..... Dated ..... drawn on.....

..... payable at Delhi/New Delhi towards the Booking Amount for the Said Apartment/Unit

(hereinafter defined). I/We understand and agree that 10% (Ten Percent) of the Total Price/Consideration (hereinafter defined) of the Said Apartment/Unit shall be considered as the Earnest Money (hereinafter defined), which is required to be necessarily paid by me/us along with this Application as Booking Amount, which is a mandatory condition for consideration of this Application by M/s AJNARA INDIA LTD. (hereinafter referred to as the **"Company"**). I/we shall pay the applicable Service Tax in addition to the Earnest Money along with this Application Form. I/we understand and agree that realization of the Cheque of Booking Amount or Earnest Money tendered by me/us is the pre requisite condition for consideration of this Application by the Company. (All Drafts and Cheques shall be made in favour of M/s Ajnara India Ltd.)

I/We agree that in the event the Company accepts this Application to book the Said Apartment/Unit, I/We shall pay further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the payment plan opted by me/us and/or as and when demanded by the Company.I/We have clearly understood and agreed that this Application does not constitute any offer of allotment or allotment or any Agreement to Sell and by submitting this Application, I/We do not become entitled to allotment of the Said Apartment/Unit applied for notwithstanding the fact that the Company may have issued the receipt/acknowledgement of the booking amount or Earnest Money or any amount paid by me/us. It is only after I/we sign and execute the Allotment Letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become effective subject to the terms and conditions contained in the Allotment Letter.

I/We have enquired and obtained all the information and clarifications with respect to the Said Project (hereinafter defined) and Said Land (hereinafter defined) and that I/We render my/our complete satisfaction with the same and also confirm that I/We have relied on my/our own judgment and investigation in determining to apply for booking of the Said Apartment/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company or any selling agents / sales organizers / brokers or otherwise relating to the Said Apartment/Unit or Said Project.

Applicant(s) _____

AJNARA Ambrosia
SECTOR-118, • NOIDA
2/3/4 BHK Apartments

AJNARA
PEACE OF MIND

My/Our particulars as mentioned below may be recorded for reference and communication:

Applicant's self attested latest photograph

1. **Sole or First Applicant Name**.....

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....Income Tax **PAN** .....

Residential status: Resident Indian [ ] / Non Resident Indian [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

.....

Office Name & Address.....

.....

Mobile No. ..... Tel. No. .....

E-mail ID. ..... Fax No. .....

Second Applicant's self attested latest photograph

2. **Second Applicant Name**.....

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....Income Tax **PAN** .....

Residential status: Resident Indian [ ] / Non Resident Indian [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

.....

Office Name & Address.....

.....

Mobile No. ..... Tel. No. .....

E-mail ID. ..... Fax No. .....

Third Applicant's self attested latest photograph

3. **Third Applicant Name**.....

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....Income Tax **PAN** .....

Residential status: Resident Indian [ ] / Non Resident Indian [ ] / Foreign National of Indian Origin [ ]

Mailing Address .....

.....

Office Name & Address.....

.....

Mobile No. ..... Tel. No. .....

E-mail ID. ..... Fax No. .....

Applicant(s) _____

Or

M/s....., a Partnership Firm duly registered under the provisions of the Indian Partnership Act 1932, having its registered office at ...., acting through its Partner Shri/Smt./Km....., duly authorized vide Power of Attorney/ Resolution dated.....signed by all the Partners (certified copy to be submitted along with this Application), having **TIN / PAN No.** .....Details of Bank Account No. of Firm .....Bank Name & Branch.....

Authorised Partner's self-attested latest photograph

Or

M/s....., a Company incorporated under the provisions of the Indian Companies Act, 1956/2013, having its Registered Office at ...., acting through its Director/Authorized Signatory Shri/Smt./Km. ....., authorized by Board Resolution dated ..... (certified copy to be submitted along with this Application), having **PAN No.** ..... Details of Bank Account No. of Company ..... Bank Name & Branch .....

Authorised Director's/Signatory's self-attested latest photograph

4. Details of Apartment/Unit requested for:

i) Apartment/Unit Number: .....

alog with usage right of Car Parking: Open [ ] Covered [ ]

ii) Floor: .....

iii) Tower/Block: .....

iv) Type:.....

v) Super Area: ..... Square feet (Sq. Ft.) approx.

vi) Built-up Area: ..... Square feet (Sq. Ft.) approx.

viii) Phase: .....

ix) Other details, if any: .....

Note: For the purpose of this Application, the conversion factor is taken as 1 Sq. Meter = 10.764 Sq. Ft.

6. Details of Pricing/Consideration for the Said Apartment/Unit:

i) Basic Rate of Super Area : Rs. ..... per Sq. Ft.

ii) **Basic Sale Price/Consideration (BSP): Rs.** .....

iii) **Preferential Location Charges (PLC), if any:**

PLC for Floor: Rs. .....

PLC for Location: Rs. .....

Total PLC: Rs. .....

Applicant(s) _____

iv) **Other charges (one time non-refundable):** In addition to the Basic Sale Price and PLC (if any), the Applicant shall be liable to pay the following:

a) Electrification Charges(EC): Minimum Electricity Load shall be as under:

2 BHK- 3 KW [ ] 3 BHK- 5 KW [ ] 4 BHK & above- 7.5 KW [ ]

Note: BHK denotes Bedroom, Hall and Kitchen.

Rate shall be Rs. ..... per KW (Kilo Watt). Electricity Load required ..... KW.

Therefore EC amounting to Rs. .....

b) Power Back-up Installation Charges (PBIC): Load required ..... KVA (minimum 1 KVA) @ Rs. ..... per KVA,

c) Dual Electricity Meter Charges: Rs. .....

d) Fire Fighting Charges (FFC): Rs. .....

e) Lease Rent: Rs. .....

f) Any other charge, if any, Rs. .....

Total Price/Consideration payable for the Said Apartment/Unit : BSP + PLC + Other Charges =

Rs. ..... (Rupees .....)

The Applicant shall also pay the Interest Free Maintenance Security (IFMS) (hereinafter defined) of Rs. ..... to the Maintenance Agency (hereinafter defined) nominated by the Company on or before offer of possession.

Note:

- Piped Gas Connection Charges, as and if applicable, shall be payable extra by the Applicant at the time of possession.
- Metro Charges, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company/Lessee, as the case may be, to the concerned Governmental/Local Authority/NOIDA as per the norms and rules of the concerned Authority.
- Service Tax at the rates as applicable at the relevant time shall be payable extra by the Applicant as per Government Rules. Any change/modification in rates of Service Tax as notified by the Governmental Authority shall be adjusted accordingly and shall be borne and paid by the Allottee.
- Any request of the Applicant for availing Extra Electricity Load for the Said Apartment/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Electricity Load out of the total Electricity Load as sanctioned by the Governmental or Statutory Authority.
- Any request of the Applicant for availing Extra Power Back-up Load for the Said Apartment/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Back-up Load as arranged by the Company.
- Stamp duty and registration, legal charges etc. shall be payable extra by the Applicant.
- All Taxes or charges be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, VAT and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future, by any Local Authority, State Government, Central Government or Court, as the case may be, shall be borne and paid by the Applicant. In the event of any increase in lease premium / lease rent / statutory levy(ies) / compensation / charges etc. by any State or Central Government, Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Applicant on pro rata basis which shall be decided by the Company. These Taxes or Charges shall be paid by the Applicant as and when demanded by the Company. The determination of the proportionate share by the Company shall be final and binding upon the Applicant.

6. **Payment Plan:**
Down Payment Plan [ ] Flexi Payment Plan [ ] Construction Linked Payment Plan [ ]

7. Other details of the Said Apartment/Unit (if any) .....

8. **Booking Mode :** Direct [ ] Through Dealer/Agent [ ]

9. In the event the booking has been made through an agent, please give his particulars:

Name & Address .....

Telephone ..... Mobile ..... Fax .....

I.T. PAN No. ..... **Service Tax No.** .....

Applicant(s) _____

Terms & Conditions forming part of this Request Application for Booking of an Apartment/Unit

The terms and conditions as mentioned below are indicative and more comprehensively set out in the Allotment Letter, which upon execution shall supersede all previous documents including this Application.

Definitions and Interpretations
The following words and expressions, wherever mentioned in this Application, when capitalized, shall have the meanings assigned herein and when not capitalized, shall have their ordinary meanings. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.

"Person": means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

"Applicant": The person applying for booking of the Apartment/Unit, who has set out his particulars and appended his signatures in this Application as an acknowledgement of having agreed to the terms and conditions mentioned herein has been referred to as **"Applicant".**

"Application": This Application form requesting for booking of the Said Apartment/Unit in the Said Project on the terms and conditions contained herein has been referred to as **"Application"**.

"Allotment Letter": The document to be signed and executed by the Company and the Applicant, on the Company's standard format whereby the booking of the Said Apartment/Unit will become confirmed and the Said Apartment/Unit will be provisionally allotted to the Applicant at the sole discretion of the Company and subject to the Applicant's having complied with the terms and conditions of this Application, has been referred to as **"Allotment Letter".**

"Company": M/s Ajnara India Ltd., a company registered under the Companies Act, 1956 having its Regd. Office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No. 17, Karkardooma Community Centre, Delhi-110092, has been referred to as **"Company".**

"Lessee": means M/s IVR Prime Developers (AVADI) Private Limited, a company having its office at 1114, Hemkunt Chambers, 89, Nehru Place, New Delhi-110019. The Lessee (i.e. M/s IVR Prime Developers (AVADI) Private Limited) has been conveyed Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.) admeasuring 1,42,967 Square Meters by New Okhla Industrial Development Authority (NOIDA) by way of 2 (two) registered Deeds (details mentioned below) i.e. Lease Deed dated 19/04/2012 and Supplementary Deed dated 23/10/2013 as per the terms and conditions contained therein:

(1) Lease Deed dated 19/04/2012 is registered as Document No. 2301, in Book No. 1, Vol. No. 3323, on Pages No. 153 to 200 on 19.04.2012 in the Office of the Sub-Registrar–III, Noida, Gautam Budh Nagar (U.P.) in respect of Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.) admeasuring 1,33,750 Square Meters. And

(2) Supplementary Deed dated 23/10/2013 is registered as Document No. 4696, in Book No. 1, Vol. No. 4105, on Pages No. 205 to 214 on 23/10/2013 in the Office of the Sub-Registrar–III, Noida, Gautam Budh Nagar (U.P.) in respect of Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.), whereby an increased area of 9217 Square Meters has also been conveyed to the Lessee by New Okhla Industrial Development Authority (NOIDA) and this Supplementary Deed has further witnesseth that the Total Area of the Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.) conveyed to the Lessee is 1,42,967 Square Meters.

"Said Land": The Land admeasuring 71,483.5 Square Meters, on which the Said Project or Said Complex namely "Ajnara Ambrosia" shall be developed and which is on the half portion of the Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.), has been referred to as **"Said Land"**.

"Said Project" or "Said Complex": The Project or Complex being/ to be developed on the Said Land in the name of "Ajnara Ambrosia" as per the Plan approved by the Governmental Authority comprising of residential Apartments/Units, Shops, Club/Community Centre and other Buildings etc. has been referred to as "Said Project" or "Said Complex".

"Said Apartment/Unit": The apartment/unit, which has been requested for booking by the Applicant with the details mentioned in this Application, has been referred to as "Said Apartment/Unit", which includes any alternative apartment/unit that may be allotted by the Company in lieu of the Said Apartment/Unit.

"Said Tower" or "Said Building": The Tower/Building in the Said Project / Said Complex, in which the Said Apartment/Unit will be located, has been referred to as **"Said Tower" or "Said Building".**

"Preferential Location Charges or PLC": The charges payable for every preferential location characteristic of the Said Apartment/Unit, to be calculated on the basis of super area of the Said Apartment/Unit, has been referred to as **"Preferential Location Charges or PLC".**

"Earnest Money": 10% (Ten Percent) of the Total Price/Consideration of the Said Apartment/Unit has been referred to as "**Earnest Money**", which is required to be necessarily paid by the Applicant along with this Application as Booking Amount, which is a mandatory condition for consideration of this Application by the Company. Service Tax as applicable shall be paid in addition to the Earnest Money along with this Application.

"Super Area": For the purpose of this Application, **"Super Area"** of the Said Apartment/Unit means the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common with other Apartments/Units of the Said Tower/Building and area of cupboards, plumbing shafts, windows, projections, pergolas, lofts and balconies with the Said Apartment/Unit plus proportionate share of area utilized for Common Areas and Facilities in the Said Building/Tower and Said Complex/ Project, overhead and underground water tanks, guard room, mumty, pump room, electric substation, lifts at all levels etc. in the Said Building/Tower and Said Complex/ Project.

"Built-up Area": "Built-up Area" means the total Poly Line (P. Line) area measured on the outer line of the Said Apartment/Unit including balconies and/or terraces with or without roof. Whereas Poly Line (P. Line) means all Constructed Area of the Said Apartment/Unit with or without roof including Walls, Columns, Beams, Cupboards, useable Shafts, Balconies and Terraces with or without roof.

"Common Areas and Facilities": "Common Areas and Facilities" mean and include:

(a) The Land on which the Said Building/Tower is located and the land in common use within the Said Complex/ Project and all easements, rights and appurtenances belonging to the Said Land and the Said Building/Tower and Said Complex/ Project.

(b) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exits of the Said Building/Tower and Said Complex/ Project.

(c) Park/garden and community center in Said Complex/Project.

(d) The premises for the lodging of the janitors or persons employed for the management of the Said Complex/Project.

(e) Installations of common services, such as, power, light, water and sewerage etc.

(f) The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors.

(g) Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.

(h) All other parts of the Said Building/Tower and Said Complex/ Project necessary or convenient to its existence, maintenance and safety or normally in common use.

The Applicant will be entitled to use the Common Areas and Facilities within the Said Building/Tower and Said Complex/ Project subject to covenants and timely payment of Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

"Limited Common Areas and Facilities": "Limited Common Areas and Facilities" mean those Common Areas and Facilities within the Said Building/Tower and Said Complex/Project earmarked/reserved including open/covered parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/Units.
All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain Apartment(s)/Unit(s) to the exclusion of other Apartments/Units.

"Independent Areas": "Independent Areas" mean the areas which are not included as Common Areas for joint use of Apartments/Units and may be sold/leased by the Company/Lessee without the interference of other Apartment/Unit Allottees.

"Governmental Authority": "Governmental Authority" means any Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of Government of India or any State or other subdivision thereof or any Municipality, District or other subdivision thereof, and any other Municipal/Local Authority having jurisdiction over the land on which the Said Building / Said Complex is situated.

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

(a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, naturals disaster etc.;

(b) Explosions or accidents, air crashes and shipwrecks;

(c) Strikes or lock outs, industrial dispute, civil commotion, farmers' unrest;

(d) Non-availability of cements, steel or other construction materials due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;

(e) War and hostilities of war, riots, bandh, act of terrorism;

Applicant(s) _____

(f) 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 Company/Lessee from complying with any or all of the terms and conditions as agreed in this Application or Allotment Letter;

(g) Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority (ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex/Project or Said Tower/Building or if any Matters, issues relating to such approvals, permissions, notices, notification by the Competent Authority (ies) become subject matter of any Legal Proceeding before any competent Court or for any reason whatsoever;

(h) Any event or circumstances analogous to the foregoing.

"Non-refundable Amount": "Non-refundable Amount" means interest paid or due on delayed payments, brokerage paid or payable by the Company, other charges, and taxes, if any, incurred by the Company.

"Maintenance Agency": "Maintenance Agency" means the Agency to whom the Company/Lessee will nominate or appoint to carry out the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex. Such Maintenance Agency shall be responsible for maintenance and upkeep of the Said Building / Said Complex.

"Maintenance Charges": "Maintenance Charges" mean the Charges to be paid by Applicant to the Maintenance Agency nominated by the Company/Lessee for the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex in terms of the Maintenance Agreement to be executed between the Applicant and the Maintenance Agency at the time of possession of the Said Apartment/Unit.

"Interest Free Maintenance Security (IFMS)": "Interest Free Maintenance Security (IFMS)" means the security amount to be paid by the Applicant to the Maintenance Agency nominated by the Company/Lessee on or before offer of possession of the Said Apartment/Unit in order to guarantee the due payment of Maintenance Charges and/or other amounts/dues for the Maintenance and upkeep of the Said Building / Said Complex. The Maintenance Agency shall be entitled to adjust the IFMS against defaults in payment of monthly charges (including interest) and other dues by the Applicant. The IFMS after adjustment of defaults, if any, will be refundable by the Maintenance Agency in terms of the Maintenance Agreement.

"Taxes": "Taxes" means any and all Taxes or charges payable by the Company/Lessee and/or its Contractors, Suppliers, Consultants etc. be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Value Added Tax, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the Said Apartment / Said Building / Said Complex.

"Basic Sale Price": "Basic Sale Price" means the basic consideration amount payable by the Applicant calculated on per square feet basis of the Super Area of the Said Apartment/Unit.

"Total Price": "Total Price" means the amount amongst others, payable by the Applicant for sale/sub-lease/conveyance of the Said Apartment/Unit which includes Basic Sale Price, PLC (if the Said Apartment/Unit is preferentially located), and amount of other charges like Electrification Charges(EC), Power Back-up Installation Charges (PBIC), Dual Electricity Meter Charges, Fire Fighting Charges and Lease Rent but does not include other amounts, charges, security amount etc. which are payable in terms of this Application or as and when demanded by the Company including but not limited to the following:

i) Maintenance charges, Property tax, Municipal tax of the Said Apartment/Unit.

ii) Stamp duty, registration and incidental charges as well as expenses of the Allotment Letter and Sale/Sub-lease/Conveyance deed etc.

iii) Taxes.

iv) Interest Free Maintenance Security (IFMS).

v) Any other charges that may be payable by the Applicant, as per the other terms of this Application and such other charges as may be demanded by the Company.

These amounts shall be payable by the Applicant in addition to the Total Price in accordance with the terms and conditions of the Application/Allotment and/or as per the demand raised by the Company from time to time.

1. The Said Project named as "Ajnara Ambrosia" shall be developed on the Said Land which is situated on the half portion of Group Housing Plot No. GH-01, Sector-118, Noida, Distt. Gautam Budh Nagar (U. P.), which has been conveyed to the Lessee by New Okhla Industrial Development Authority (NOIDA) by way of above mentioned registered Lease Deed dated 19/04/2012 and Supplementary Deed dated 23/10/2013 as per the terms and conditions contained therein. The Applicant undertakes that in case the Said Apartment/Unit is allotted to him, the Applicant shall always comply with and remain bound by all the terms and conditions contained in the said Lease Deed, which have been fully read and understood by the Applicant. The said Lease Deed executed by New Okhla Industrial Development Authority (NOIDA) in favour of the Lessee is for a period of 90 years from the date of its execution and therefore the Sub Lease Deed / Conveyance Deed to be executed in favour of the Applicant for conveyance of the Said Apartment/Unit to him shall be for the unexpired or balance period of 90 years and shall expire simultaneously with the expiration of the said Lease Deed. In pursuant to arrangements and understandings interse between the Company, its affiliates and the Lessee, the Company is interalia entitled to develop the Said Project, advertise and market the same, book and allot the Apartments/Units constructed/to be constructed in the Said Project and to receive money(ies), give receipts, cause conveyance/sub-lease deed executed through Lessee and also cause other required documents etc. executed in this regard.

2. The Applicant has requested for booking of the Said Apartment/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him. The Applicant has fully satisfied himself about the arrangements/title/interest/rights of the Company/Lessee in the Said Land and the Said Project and has understood all the limitations and obligations of the Company in respect thereof be no more investigation or objection by the Applicant in this respect. and the Applicant confirms that there shall

3. The Applicant undertakes to abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/Unit and Said Complex/Project / Said Land including the terms and conditions mentioned herein.

4. The Applicant agrees that making payment of Earnest Money i.e. 10% of the Total Price of the Said Apartment/Unit by the Applicant is a mandatory condition for consideration of this Application by the Company failing which this Application shall not become qualified for consideration by the Company and shall automatically stand rejected as disqualified without any prior notice/letter in writing to the Applicant and the amount paid by the Applicant shall be refunded by the Company without any interest and the Applicant shall have no claim whatsoever against the Company. Service Tax as applicable shall be paid in addition to the Earnest Money along with this Application.

5. The Applicant agrees and acknowledges that the Company shall have absolute and unfettered right and discretion to reject this Application or cancel the booking without assigning any reason at any time before the execution of Allotment Letter by the Company and in that case the Applicant shall be entitled only for refund of the amount paid by him to the Company without any interest. However in case such type of rejection of Application or cancellation of booking is done after the expiry of a period of six (6) months from the date of realization of Earnest Money by the Company, the Company shall refund the amount paid by the Applicant along with a simple interest @ 9% (nine percent) per annum calculated from the date of realization of such amount by the Company till the date of such rejection of Application or cancellation of booking is done by the Company subject to the condition that the Allotment Letter has not been executed by the Company and the Applicant should not be in default of any kind whatsoever. The Applicant specifically agrees and undertakes that after such rejection of Application or cancellation of booking and dispatch of such refund amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application or booking shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person and the Applicant has fully understood the same. The acceptance of Earnest Money or any amount paid by the Applicant does not make him entitled for allotment of Said Apartment/Unit. The acceptance of this Application and allotment of the Said Apartment/Unit is entirely at the sole and absolute discretion of the Company.

6. The Applicant agrees and undertakes that he shall sign and execute the Allotment Letter as and when desired by the Company on the Company's standard format, the contents whereof have been read, understood and agreed by him, and in case of his failure to execute the Allotment Letter, this Application shall automatically stand rejected and/or the booking of the Said Apartment/Unit shall automatically stand cancelled and shall be treated as withdrawn by the Applicant and the Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest. The Applicant specifically agrees and undertakes that after such rejection of Application or cancellation of booking and dispatch of such balance amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application or booking shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person and the Applicant has fully understood the same.

7. All payments towards the price of the Said Apartment/Unit shall be made through the Bank Account of Applicant only and if the payment is made otherwise, the same shall be at the risks and consequences of the Applicant. It is specifically understood and agreed by the Applicant that any payment made through any electronic mode like RTGS, NEFT etc. without the prior written consent of the Company shall not be considered as a valid payment made by the Applicant and for all intents and purposes the same shall be treated as if the said payment has not been made by the Applicant.

8. The Applicant agrees that Sale/Conveyance/Sub-lease deed of the Said Apartment/Unit shall be executed only after the Applicant has made full and final payments towards the Total Price/Consideration and all other charges and dues which are due and payable by him to the Company. The Applicant agrees that the ownership of the Said Apartment/Unit shall remain vested with the Company/Lessee till the execution of the Sale/Conveyance/Sub-lease deed and handing over the possession of the Said Apartment/Unit.

9. The Applicant has confirmed that he has correctly given/mentioned his details in this Application including his Income Tax Permanent Account Number (PAN). In case the same being found incorrect at any stage, this Application or booking or Allotment Letter, if executed, shall be cancelled by the Company.

10. The Applicant agrees that the Company/Lessee shall have the right without the permission of the Applicant to raise finance/loan from any Bank, Financial Institution and/or Body Corporate and for this purpose to create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/Unit and/or Said Complex/Project / Said Land in favour of one or more Financial Institutions or Banks. However provided that at the time of execution of sale/conveyance/sub-lease deed in favour of the Applicant and handing over the possession of the Said Apartment/Unit to him, the same shall be got free by the Company/Lessee from all sorts of encumbrances created by it. It is also agreed and confirmed that the Company / Financial Institution / Bank shall always have the first lien/charge on the Said Apartment/Unit for all their dues and/or other sums payable by the Applicant or in respect of any loan granted to the Company for the purpose of construction of the Said Building / Said Complex / Said Project.

Applicant(s) _____

11. The Applicant undertakes not to demolish or cause to be demolished the Said Apartment/Unit or any part thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Said Apartment/Unit. It is also understood and agreed by the Applicant that the peripheral side walls and columns of adjoining Apartments/Units are common and that the Applicant shall not make any alterations, modifications in these common walls and columns.

12. The Applicant undertakes that he shall not damage or change the theme and pattern of the landscape, plantation in and around the Common Areas within the Said Complex. The Allottee shall not to sink, drill, install and/or commission any well/borewell/tube-well within the Said Apartment/Unit or anywhere else outside the area of the Said Apartment/Unit.

13. The Applicant agrees and acknowledges that the payment on or before due date, of Total Price and other amounts and dues payable by the Applicant as per the Payment Plan opted by the Applicant or as demanded by the Company from time to time shall be the essence of this Application and the Allotment Letter. The Applicant agrees that in case of more than one Applicant, failure to pay by anyone shall be deemed as failure to pay by all and all the Applicants shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally. It shall be incumbent upon the Applicant to comply with the terms of payment and other terms and conditions of this Application and those of the Allotment Letter after execution, and the Company shall not be under an obligation to remind him about the same. The Applicant agrees and undertakes that in case the Applicant fails to pay the installment(s) or other charges or dues payable by the Applicant to the Company as per the Payment Plan opted by the Applicant or as demanded by the Company, the Application / booking / Allotment Letter shall stand cancelled without any prior intimation to the Applicant and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded by the Company to the Applicant without any interest. The Applicant specifically agrees and undertakes that after such cancellation of the Application / booking / Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and gainst the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application / booking / Allotment Letter shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person. Without prejudice to the Company's aforesaid rights of cancellation, the Company may at its sole discretion waive the breach or default by the Applicant in not making the payments within the stipulated time by the Applicant on the condition that the Applicant shall pay default interest at the rate of 18% (eighteen percent) per annum on every delayed installment(s)/payments, which shall be calculated from the due date of outstanding payment/installment till the date of actual payment made by the Applicant to the Company. The Applicant specifically agrees and undertakes that the acceptance of the delayed installment(s)/payments even with the interest as aforesaid shall be entirely at the sole discretion of the Company and the same can never be claimed by the Applicant as a matter of right.

    (Note: The terms and conditions as contained herein and as would be contained in the Allotment Letter apply equally without foregoing their generality for all the Payment Plans.)

14. The Applicant hereby authorises the Company to forfeit the Earnest Money along with Non-refundable Amount, in case of non-fulfillment of the terms and conditions herein contained and/or the terms and conditions as would be contained in the Allotment Letter.

15. The Applicant agrees and confirms that the Company is fully entitled to adjust/appropriate all payments made/to be made by the Applicant under any head(s) of dues against outstanding heads in Applicant's name and the Applicant shall have no right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

16. The Applicant agrees and acknowledges that in case the Applicant wants to avail loan facility from his Employer or from any Bank or Financial Institution to purchase the Said Apartment/Unit, the Company will have no objection subject to the following:

i) The terms of the Applicant's Employer / Bank / Financing Agency shall exclusively be binding and applicable upon the Applicant only.

ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan opted by the Applicant shall rest exclusively on the Applicant. In the event of loan not being sanctioned or the disbursement of it getting delayed, due to any reason whatsoever, the payment to the Company, as per the payment plan, shall be ensured and made by the Applicant.

i) In case of default in repayment of dues of the Bank / Financial Institution / Agency by the Applicant, the Company shall have the unfettered right to cancel the allotment of the Said Apartment/Unit and repay the amount received, after deduction of Earnest Money and Non-refundable Amount, directly to Bank / Financial Institution / Agency on receipt of such request from such Bank / Financial Institution / Agency without any reference to the Applicant.

17. The Applicant agrees and undertakes that he shall comply with all legal requirements necessary for purchase/conveyance of immovable property i.e. the Said Apartment/Unit, wherever applicable and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges, Stamp Duty and Sub Lease Charges and other incidental/ancillary expenses or charges in respect of the sale/sub-lease/conveyance of the Said Apartment/Unit shall be over and above the Total Price payable and shall be borne and paid by the Applicant/Allottee as per applicable rules, regulations and laws and as determined by the Governmental Authority or local bodies or concerned Authorities and/or the Company.

18. The Applicant agrees and acknowledges that Service tax as applicable at the relevant time shall be paid by the Applicant in addition to the Total Price/Consideration of Said Apartment/Unit.

19. The Applicant agrees and undertakes that all Taxes or Government duties, levies, charges or liabilities etc. whether levied or leviable in future on the Said Land and/ or on the Said Apartment/Unit and/or on the Said Building or Said Complex/Project shall be borne and paid by the Applicant only along with other Applicants/Allottees on pro rata basis which shall be decided by the Company. The Applicant also agrees and undertakes that in the event of any increase in lease premium/lease rent/statutory levy(ies)/compensation/charges etc. by Governmental Authority / GNIDA / Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Applicant on pro rata basis which shall be decided by the Company.

20. The Applicant agrees and undertakes that in case the Company allots the Said Apartment/Unit to the Applicant by executing the Allotment Letter, then if at any stage the Allotment Letter or any other Agreement or document requires to be registered under any law or necessity, the Applicant binds himself and agrees to have the same registered through the Company/Lessee in his favour at his own costs and expenses including stamp duty, registration fees and other expenses and keep the Company/Lessee fully absolved and indemnified in this regard. The Applicant agrees and undertakes that he shall be responsible and liable for paying deficiency in stamp duty, penalty, interest etc., if any, as per the Stamp Act or any other law. Any stamp duty and deficiency of stamp imposed by the Governmental Authority on the Allotment Letter and/or on any Agreement relating to the allotment/conveyance etc. of the Said Apartment/Unit shall be borne and paid by the Applicant.

Applicant(s) _____

21. The Applicant acknowledges and agrees with the computation of Super Area of the Said Apartment/Unit by the Company which shall be final and binding upon the Applicant for all purposes.

22. The Applicant agrees that the Car Parking space shall form an integral part of the Said Apartment/Unit and usage right of the same shall be given to the Applicant for his exclusive use. The Car Parking space shall always remain attached to and be an integral part of the Said Apartment/Unit and the same shall not have any independent legal character detached from the Said Apartment/Unit. The Applicant undertakes not to sell/transfer/deal with the said parking space as independent of the Said Apartment/Unit and whenever the Said Apartment/Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered parking space shall mean the parking space to be provided in the basement or stilt portion of the Said Building / Said Complex. The Applicant also undertakes to park his vehicle in the said parking space only and not anywhere else in the Said Building/Tower/Complex/Project. The Company will allot the reserved/demarcated car parking space to the Applicant on 'Draw of Lots' basis after handing over of the Said Complex.

23. The Applicant understands and agrees that the Company/Lessee shall be carrying out extensive developmental/construction activities for many years in future in the areas falling inside / outside the Said Complex in which the Applicant's Said Apartment/Unit is located and that the Applicant on being made aware of this fact by the Company has confirmed that the Applicant shall not raise any objections or make any claims or default in any payments as per the applicable Payment Plan or as demanded by the Company, on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.

24. The Applicant agrees and undertakes that he shall not at any time before or after taking possession of the Said Apartment/Unit have any right to raise any objection to the Company's continuing the construction and development of other Apartments / Units / Buildings / Towers / structures in the Said Complex or in the Said Project. Further the Applicant neither individually nor jointly nor through anyone else shall ever claim any relief, stay, injunction, Order etc. from any Court or Governmental Authority that may impede/cause hindrance in the construction or completion of the Said Apartment/Unit or Said Complex / Said Project or in handing over possession thereof to other Applicants/Allottees.

25. (i) The Applicant agrees that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Governmental Authority and purchase of additional FAR by the Lessee/Company, the Company/Lessee shall have full right to raise further constructions over the top roof/terrace of the Towers/Buildings and/or on the open area or vacant land including but not limited to constructing additional buildings in the Said Complex/Project as being the sole and exclusive property of the Company/Lessee and the Applicant shall not be entitled to raise any objection or make any claim on any account in this regard. The Company/Lessee shall have the sole discretion and right to utilize the additional/increased FAR in the manner it deems fit. The Applicant further agrees and confirms that on such additional construction by use of additional/increased FAR, the additional construction shall be the sole property of the Company/Lessee, which the Company/Lessee shall be entitled to dispose of in any manner it chooses without any interference from the Applicant. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex/Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional/increased FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex / Said Project.

(ii) The Applicant agrees that the Company/Lessee shall have the right, without approval of the Applicant, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartments/Units within the Said Building / Said Complex and the Applicant agrees not to raise any objection or make any claim on any account.

(iii) The Applicant agrees that the Company/Lessee shall have the rights over the top roof/terrace of the Said Building / Said Complex. The Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes or to use the same for advertisement purposes and the Applicant agrees that he shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest i n the Company/Lessee and the Company/Lessee shall be the sole owner thereof.

(iv) The Applicant agrees that he shall not carry out any construction/modification in the Said Apartment/Unit or anywhere in the Said Building or Said Complex.

26. The Applicant further agrees and undertakes that he would not display any signboard/name plate/neon light signs on the exterior of the Said Building/Tower or Said Complex or in the Common Areas. The Applicant further undertakes as follows.

(i) That he shall not change the colour scheme of the exteriors of the doors/windows.
(ii) That he shall not carry out any change in the exterior elevation or design of the Said Apartment/Unit.
(iii) That he shall not remove any wall of the Said Apartment/Unit.
(iv) That he shall distribute the electrical load in the Said Apartment/Unit in compliance with the electrical system installed by the Company.
(v) That he shall not do any act or thing which may in any manner deface the front balcony or terrace of the Said Apartment/Unit or the façade of the Said Building e.g. covering of balconies, hanging/drying of clothes etc., hanging of plants/flower pots outside the balconies and terraces etc. The welding of any kind is strictly prohibited in the Said Apartment/Unit / Said Building / Said Complex without the prior written permission of the Maintenance Agency nominated by the Company.

27. The Applicant agrees that he shall not fix/install the Air conditioners / Air Cooler or equipment of like nature at any place other than the spaces earmarked for in the Said Apartment/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Applicant shall further ensure that no water should drip from the Air Conditioners / Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartments/Units in the Said Building / Said Complex.

28. The Applicant understands and agrees that he shall be solely responsible for maintaining the Said Apartment/Unit at his own costs, in good repair and condition and shall not do or cause to be done anything in or to the Said Apartment/Unit or to the Said Building / Said Complex which may be in violation of the applicable Laws and shall maintain the Said Apartment/Unit, its walls and partitions, pipes, appurtenances thereto in good and tenable condition and maintain the same in fit and proper conditions and ensure that the support, shelter etc. of the Said Apartment/Unit should not in any way be damaged or jeopardized.

29. The Applicant agrees that he shall himself be responsible for insurance of the Said Apartment/Unit and the contents lying in it after taking over possession / deemed possession of the same at his own costs and expenses against the fire, earthquake etc.

30. The Applicant agrees and acknowledges that he shall be solely/jointly and severally responsible and liable for any loss or damage caused on account of the breach of the conditions mentioned herein.

31. The Applicant agrees that in case the Applicant chooses to cancel the booking or cancel/surrender the allotment of the Said Apartment/Unit at any stage, the Earnest Money along with Non-refundable Amount, shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest.

32. The Applicant agrees that he shall strictly and meticulously remain bound by the terms and conditions contained in this Application and the terms and conditions as would be contained in the Allotment Letter. The Applicant agrees and confirms that in the event of rejection or cancellation of this Application or booking or Allotment Letter by the Company for any default of the Applicant including but not limited to as set out in this Application or Allotment Letter, the Applicant shall have no claim, lien, charge, interest, right or remedy etc. in the Said Apartment/Unit or against the Company and the Company shall have the right to receive fresh application for booking of the Said Apartment/Unit and allot the same to any other person. Further Provided that in that case an amount constituting the Earnest Money along with Non-refundable Amount, shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest. The Applicant specifically agrees and undertakes that after such rejection or cancellation of the Application / booking / Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application / booking / Allotment Letter shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.

33. (i) In case the Said Apartment/Unit is allotted to the Applicant by the Company, the Applicant agrees and undertakes to enter into and execute a Maintenance Agreement to be executed between the Applicant and the Maintenance Agency nominated by the Company/ Lessee at the time of possession of the Said Apartment/Unit, for the maintenance facility and upkeep of the Common Areas and Facilities and common services in the Said Tower and Said Complex/Project and undertakes to pay the advance Maintenance and other Charges and Interest Free Maintenance Security (IFMS) determined and fixed by the Maintenance Agency nominated by the Company/Lessee. The Applicant agrees and undertakes that the Maintenance Charges shall be payable by the Applicant from the date of possession of the Said Apartment/Unit and in the event of the Applicant failing to take possession of the Said Apartment/Unit, once it is offered for possession by the Company, the Applicant shall be deemed to have taken possession of the Said Apartment/Unit and shall be liable to pay Maintenance and other Charges commencing from the date of such deemed possession. The Applicant agrees and undertakes to take possession of the Said Apartment/Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary conveyance deed/sub lease deed and/or indemnities, undertakings etc. It is also agreed that the Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool etc. shall be handed over for functioning after completion of the entire Project only.

(ii) The Applicant agrees and confirms that the Applicant shall not hold the Company/Lessee responsible for any act or omission or commission or deficiency in services of any nature whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts, commission or omission in rendering the services to the Applicant in terms of the Maintenance Agreement. The Applicant hereby expressly discharges the Company/Lessee from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

(iii) The Applicant agrees and confirms that after execution of conveyance deed/sub-lease deed, the Applicant shall permit the Company/Lessee nominated Maintenance Agency or its representatives, when so required, to enter the Said Apartment/Unit for the purpose of performing installations, alterations, inspection or repairs to the mechanical or electrical services and generally such entry will be at a time convenient to the Maintenance Agency and Applicant but in case of emergency, such right of entry shall be immediate.

34. The Applicant agrees and understands that the terms and conditions of this Application and those of the Allotment Letter may be modified/amended in accordance with any directions/orders or restrictions which may be passed or imposed by any Governmental Authority or Court of law having jurisdiction, in compliance with applicable laws and such modifications/amendments shall be binding upon the Applicant and the Company.

35. The Applicant agrees and undertakes that the Applicant shall use the Said Apartment/Unit for residential purpose only and shall not use or allow to be used the Said Apartment/Unit for any illegal or immoral purpose or for any activity that may cause nuisance to other Applicants/Allottees in the Said Building/Tower/ Complex/Project and agrees to indemnify and hold harmless the Company for any losses and/or damage caused on account of breach of the aforementioned conditions.

36. The Applicant agrees and understands that any terms or conditions of this Application or Allotment Letter may be waived at any time by the Company at its sole discretion of which it is entitled to the benefit. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion. All remedies, either under this Application or Allotment Letter, or by law or otherwise afforded, will be cumulative and not alternative.

Applicant(s) _____

37. The Applicant agrees and understands that the Said Apartment/Unit is not permitted to be changed by the Applicant arbitrarily. However, the Company, in its sole discretion, may entertain the request of the Applicant for the change, subject to the availability of the Apartment/Unit in the desired category. The Applicant shall not challenge the picture/photographs of the Building, if any, appearing in the Application Form and/or the Specification Sheets.

38. The Applicant agrees and understands that after allotment of the Said Apartment/Unit, the Company may, in 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 Company may impose and the Applicant shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Applicant shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Applicant understands and agrees that all the provisions contained in the Allotment Letter and the obligations arising thereunder in respect of the Said Apartment/Unit shall equally be applicable to and enforceable against any and all future nominees/assignees of the Said Apartment/Unit, as the said obligations go along with the Said Apartment/Unit for all intents and purposes, subject to the provisions mentioned herein above.

39. The Applicant agrees that the Applicant, who is Non Resident Indian / Foreign National of Indian origin, agrees that all remittances, for the acquisition/transfer of the Said Apartment/Unit shall be the sole responsibility of such Applicant and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Company/Lessee with such permission, approval etc. which would enable the Company/Lessee to fulfill its obligations under the Application or Allotment Letter. In the event of Applicant's failure in this regard, the Applicant alone shall be liable for any action/proceeding(s) under Foreign Exchange Management Act, 1999 as amended from time to time and the rules and regulations of Reserve Bank of India or any other applicable law. The Applicant shall keep the Company/Lessee fully indemnified and harmless in this regard. The Company/Lessee accepts no responsibility in this regards.

40. The Applicant agrees and understands that the Applicant shall get his complete mailing address registered with the Company by mentioning the same in this Application and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. Letter about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first mailing address as mentioned by the Applicant in this Application or at the last known mailing address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant. In case of joint Applicants, all communications/notices shall be sent by the Company to the Applicant whose name appears first and at the mailing address given by him and this shall for all purposes be considered/deemed to have been received by all the Applicants and no separate communication shall be sent to the other joint Applicants. This is without prejudice to the stipulation that the Applicant shall have to strictly comply with the schedule of payment plan opted by him and the Applicant shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant undertakes to abide by all the laws, rules and regulations relating to the Said Apartment/Unit and Said Building / Said Complex/Project.

41. The Applicant agrees and acknowledges that the Total Price of the Said Apartment/Unit is fair and acceptable to the Applicant. The Applicant further agrees and acknowledges that a similar Apartment/Unit may be/have been sold/allotted/conveyed by the Company at a different price/consideration and the Applicant shall not raise any objection or claim in this regard.

42. The Applicant agrees that in the event a cheque deposited with the Company by the Applicant towards any payment due to the Company is dishonored on technical ground, the Applicant shall replace the dishonored Cheque with a Demand Draft / Banker's Cheque or cash of equivalent amount within three(3) days of such dishonor along with dishonor charges, failing which this Application or booking or the Allotment Letter of Said Apartment/Unit, as the case may be, shall automatically stand rejected or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. Provided however that in the event a cheque is dishonored on the grounds of

insufficient funds or stop payment, this Application or booking or the Allotment Letter of the Said Apartment/Unit, as the case may be, shall automatically stand rejected or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. In both the cases of dishonor of cheque, the Earnest Money along with any Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest.

43. The Applicant agrees that the Company shall have right to join as an affected party in any suit/complaint/proceeding filed before any \appropriate Court/Forum by the Applicant, if the Company's rights under this Application or Allotment Letter are likely to be affected/ prejudiced in any manner by the decision of the Court/Forum on such suit/complaint/proceeding. The Applicant agrees and undertakes to keep the Company fully informed at all times in this regard.

44. (i) The Applicant confirms that he has seen and accepted the Layout plan / Building plan of the Said Complex / Said Building and specifications, and also confirms that he has requested for booking of the Said Apartment/Unit with the specific knowledge that the Company/Lessee may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Governmental Authority and the Applicant hereby gives his irrevocable consent to such variation/addition/deletion/alteration and modification.

(ii) The Applicant agrees that the Company shall have the full right to effect alterations in the Layout plan /Building plan of the Said Complex / Said Building, which may involve all or any of the changes, like change in the area or location or direction of the Said Apartment/Unit, change in its number, boundaries, change in floor-plan layout or any other changes and the Applicant shall have no objection to such alterations. The Company shall have the right to increase or decrease the number of Apartments/Units offered in the Said Building / Said Complex. The Company shall also have the right to withdraw the allotment of some of or all the Apartments/Units. The Applicant agrees and undertakes that if there happens any change in the Super Area of the Said Apartment/Unit within the range of +/- 10% (ten percent), then the Applicant shall be under an obligation to accept the same and pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. Such revised price will be applicable at the original rate per sq. ft. of Super Area at which the Said Apartment/Unit was booked by the Applicant. However, in case the variation exceeds +/- 10% (ten percent) of the Super Area and the same not being acceptable to the Applicant, in that eventuality the Applicant shall inform the Company in writing his objections to such variation within 30 (thirty) days from the date of receipt of information of such variation, failing which the Applicant shall be deemed to have given his consent to such variation and pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. In case the Applicant objects to such variation in writing within the said time limit of 30 (thirty) days and the Company decides to go ahead with such variation, then the Allotment Letter of the Said Apartment/Unit shall be deemed to be cancelled and the Company shall be liable only to refund the entire amount received from the Applicant with simple interest @ 9% (nine percent) per annum calculated from the date of realization of respective amounts by the Company till the date of receipt of such objections in writing from the Applicant by the Company, provided the Applicant is not in breach or violation of any of the terms and conditions of this Application / Allotment Letter. The Applicant specifically agrees and undertakes that after such deemed cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such refund amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the allotment shall be treated as null and void and the Applicant has fully understood the same.

(iii) The Applicant understands and agrees that the layout plan of the Said Complex/Project may have in addition to residential area, commercial areas and independent areas and amenities, etc. However, this Application is confined and limited in its scope only to the booking of the Said Apartment/Unit in the Said Complex/Project. The area/boundary of the Said Land may be modified in future to the extent as may be required/desired by the Company and/or pursuant / consequent to any direction/ approval by any Governmental Authority.

Applicant(s) _____

45. (i) The Applicant agrees and acknowledges that the Company shall not be liable to perform any or all of its obligations during th subsistence of any Force Majeure circumstances and the time period required for performance of its obligations shall inevitably star extended. The Applicant also agrees that if in the opinion of the Company, Force Majeure continues for a considerable time, then th Company may in its sole discretion put the construction of the Said Project in abeyance and cancel/amend/modify/vary the terms ar conditions of this Application / booking / Allotment Letter and in case of cancellation of the Application / booking / Allotment Letter, th Company shall be liable only to refund the entire amount received from the Applicant with simple interest @ 9% (nine percent) per annu calculated from the date of realization of respective amounts by the Company till the date mentioned in the letter/notice sent by th Company to the Applicant for such cancellation, provided the Applicant is not in breach or violation of any of the terms and conditions o this Application / Allotment Letter. The Applicant specifically agrees and undertakes that after such cancellation and dispatch of suc refund amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Sai Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Sai Apartment/Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants i equal ratio at the address of the first named Applicant. Thereafter the allotment shall be treated as null and void and the Applicant has fully understood the same.

(ii) The Applicant understands and agrees that the Company may, in its sole discretion, suspend or terminate the Said Project or any part of the Said Project due to any Force Majeure circumstances or due to any other reason whatsoever and in such an eventuality, the Company shall be entitled to cancel the Application / booking / Allotment Letter of the Said Apartment/Unit and on such cancellation, the Company shall be liable only to refund the entire amount received from the Applicant with simple interest @ 9% (nine percent) per annum calculated from the date of realization of respective amounts by the Company till the date mentioned in the letter/notice sent by the Company to the Applicant for such cancellation, provided the Applicant is not in breach or violation of any of terms and conditions of this Application / Allotment Letter. The Applicant specifically agrees and undertakes that after such cancellation of the Application / booking / Allotment Letter of the Said Apartment/Unit and dispatch of such refund amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such refund amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the allotment shall be treated as null and void and the Applicant has fully understood the same.

46. (i) The Applicant agrees and acknowledges that the Company will mention the intended date of offer of possession of the Said Apartment/Unit in the Allotment Letter, which shall be subject to all just exceptions and shall also be subject to delay or failure due to Force Majeure conditions including but not limited to reasons mentioned herein or due to failure of the Applicant to pay in time the Total Price and other charges and dues payable by him or any failure on the part of the Applicant to abide by all or any of the terms and conditions of this Application or the Allotment Letter. It is also agreed that the Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool etc. shall be handed over for functioning after completion of the entire Project only.

(ii) The Applicant agrees and undertakes to take possession of the Said Apartment/Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by [illegible] and/or indemnities, undertakings etc. In the event of Applicant's failure to take over possession of the Said Apartment/Unit due to some bonafide reasons, the Company may, on the written request of the Applicant, extend the time for taking over possession of the Said Apartment/Unit for a maximum period of six (6) months subject to the condition that the Applicant shall pay to the Company Holding Charges @ Rs. 5/- (Rupees Five only) per sq. ft. of the Super Area of the Said Apartment/Unit (hereinafter "Holding Charges") per month for the entire period of such delay and the Company shall withhold conveyance or handing over for occupation and use of the Said Apartment/Unit until the entire Holding Charges with overdue interest, if any, at the rate of 18% per annum are fully paid by the Applicant to the Company. However it is agreed by the Applicant that in case the Applicant fails to take over possession of the Said Apartment/Unit within the stipulated time or after the expiry of the said period of six (6) months, as the case may be, the Company shall have full right to cancel the Allotment Letter of the Said Apartment/Unit and on such cancellation, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest and after deduction of Holding Charges. The Applicant specifically agrees and undertakes that after such cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant agrees that in case two or more Applicants applying jointly for the Said Apartment/Unit in this Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the allotment shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.

(iii) The Applicant agrees and undertakes that in the event the offer of possession of the Said Apartment/Unit is delayed after the expiry of the period as would be mentioned in the Allotment Letter, except for Force Majeure circumstances and the Applicant not being in default/breach of the terms and conditions set out in the Application and Allotment Letter including timely payment of installments, other charges and dues, the Company shall pay Penalty Charges @ Rs. 5/- (Rupees Five only) per sq. ft. of the Super Area of the Said Apartment/Unit per month to the Applicant whose name appears first in the Application and not to anyone else and all the Applicants duly agree for this. The Applicant agrees and confirms that the Penalty Charges agreed herein are just and proper and the Applicant further agrees that he shall have no other rights or claims whatsoever under any circumstances and shall not claim any damages or compensation on any account. The adjustment of such Penalty Charges shall be made only at the time of execution of sub lease deed / conveyance deed of the Said Apartment/Unit. The Applicant specifically agrees and undertakes that in the event the Applicant has any objection on this agreed rate of Penalty Charges at the time of execution of sub lease deed / conveyance deed of the Said Apartment/Unit, the Applicant shall have the option to withdraw from the allotment of the Said Apartment/Unit in writing by asking for cancellation of the Allotment Letter and in that case the Company shall be liable only to refund the entire amount received from the Applicant, without any interest or compensation of any nature whatsoever, provided the Applicant is not in breach or violation of any of the terms and conditions of this

Application / Allotment Letter. The refund of money by the Company in that event shall be effected within 90 days of receipt of such request in writing. Thereafter the allotment shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.

47. The Applicant agrees and acknowledges that this Application is purely on tentative basis and the Company may decide not to allot any or all the Apartments/Units in the Said Building / Said Complex or altogether decide to put at abeyance the Said Project itself, and the Applicant undertakes that he shall have no right to raise any dispute and claim any right, title, interest etc. on the acceptance of the Application and receipt of the Booking Amount or Earnest Money being received by the Company from the Applicant.

48. (i) The Applicant understands, agrees and undertakes that subject to other terms and conditions of this Application / Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Application / Allotment Letter, the Applicant shall be transferred/conveyed the Said Apartment/Unit, together with usage rights of car parking space in the Said Building / Said Complex alongwith undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building including all easementary rights attached thereto alongwith rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Applicant shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

(ii) The Applicant understands, agrees and undertakes that except for the Said Apartment/Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company/Lessee and the Company/Lessee shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.

49. The Applicant agrees and acknowledges that upon execution of the Allotment Letter, the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form and/or any other document.

50. The Applicant agrees that any or all disputes 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 respective rights and obligations of the Applicant and the Company, shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian law of arbitration i.e. Arbitration and Conciliation Act, 1996 or any statutory amendments/modification thereof for the time being in force. The arbitration proceedings shall be held at Delhi in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant hereby agrees and confirms that he shall have no objection to that appointment of the Arbitrator by the Company.

51. The Application Form shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Application and/or the transaction contemplated herein.

DECLARATION

I/We do hereby declare that I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We do hereby further declare that I/We have carefully read and understood all the contents of this Application from Page No. 1 to 25

I/We do hereby declare that after giving such careful consideration to all facts, terms, conditions and representations and after obtaining independent legal advice on the same, I/We have now submitted this Application fully conscious of my/our liabilities and obligations including but not limited to as set out in the terms and conditions provided in this Application. I/We further undertake and assure the Company that in the event of rejection/cancellation of my/our Application / booking / Allotment Letter either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien in any manner whatsoever on the Said Apartment/Unit applied for and/or finally allotted to me/us.

I/We, the undersigned Applicant(s), do hereby solemnly affirm and declare that the abovementioned particulars/information given by me/us are true and correct to the best of my/our Knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Yours Faithfully

Date: .....

Signature and names of the Applicant(s)

Place: .....

Applicant(s) _____

PROPOSED SPECIFICATIONS

FLOORING
Vitrified tiles in drawing/dinning/bedrooms, kitchen & Store room, Anti-skid ceramic tiles in toilets and balcony, Laminated wooden flooring in master bedroom.

DOORS & WINDOWS
External sliding doors made of UPVC.
Internal hardwood frames with flush doors.

KITCHEN
Granite top working platform with Double Bowl Stainless Steel Sink.
Ceramic Glazed tiles 2' above working platform with individual R.O. unit.

TOILET
Anti-skid ceramic floor tiles Ceramic tiles in toilet & balcony.
Ceramics tiles up to door level on the wall.
ISI marked sanitary ware, WCs & wash basin.

INSIDE WALL FINISH
Inside walls with POP Punning and OBD.

EXTERNAL FACADE
Exterior in superior paint finish.

ELECTRICAL
ISI marked Copper wiring in concealed P.V.C conduits
Sufficient light & Power point provision for T.V and phone in living room & bedrooms.

SUPER STRUCTURE
Earthquake resistant RCC frame structure

DISCLAIMER: The colour and design of the Tiles can be changed without any prior notice. Variation in the colour and size of the vitrified Tiles and Granite may occur. Variation in colour in Mica may occur. Specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipments/appliances and make/brand thereof are tentative and liable to change at the sole discretion of the Company. Applicant/Allottee shall not have any right to raise any objection in this regard.

Signature and names of the Applicant(s)

Applicant(s) _____

Checklist of Documents to be submitted along with the Application Form

Mandatory to affix self-attested passport size photograph(s) of the Applicant(s) in the space provided in the Application Form for all the below mentioned categories:

Resident Indian:

[ ] Self-attested Copy of PAN Card.
[ ] Self-attested Photograph(s) of Applicant(s).
[ ] Any other document / certificate as may be required by the Company.
[ ] Self-attested Residence Proof.

Hindu Undivided Family:

[ ] Self-attested Copy of PAN Card of HUF.
[ ] Self-attested Photograph(s) of Applicant(s).
[ ] Any other document / certificate as may be required by the Company.
[ ] Self-attested Residence Proof.

NRI (Non Resident Indian) / Foreign National of Indian Origin:

[ ] Self-attested Copy of the Individuals Passport.
[ ] Self-attested Copy of PAN Card.
[ ] Self-attested Photograph(s) of Applicant(s).
[ ] In case of Demand Draft (DD) the written confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
[ ] In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.
[ ] Self-attested Residence Proof.

Partnership Firm:

[ ] Certified Copy of PAN Card of the Partnership Firm.
[ ] Self-attested Photograph(s) of Applicant(s).
[ ] Certified Copy of Partnership Deed.
[ ] In case of one of the Partner signing the document on behalf of other Partners, an Authority Letter from other Partners authorizing the said Partner to act on behalf of the Firm.

Private Limited Company:

[ ] Certified Copy of the PAN Card of the Company.
[ ] Self-attested Photograph(s) of Applicant(s).
[ ] Articles of Association (AOA) & Memorandum of Association (MOA) duly stamped and signed by the Company Secretary / Director / KMP (Key Managerial Person) of the Company.
[ ] Certified Board resolution authorizing the signatory of the Application Form to apply, book and purchase the Property, on behalf of the Company.

Applicant(s) _____