

Beethoven's 8

Life up high



AGRANTE REALTY LIMITED
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APPLICATION FOR ALLOTMENT BY SALE

AGRANTE REALTY LIMITED



Application for Allotment of an Apartment in 'Beethoven's 8, promoted by Agrante Realty Limited' in Sector 107 Gurgaon (Haryana).
Registered Office: 522-524, DLF Tower-A, Jasola, New Delhi-44

Dear Sir(s),

- The Applicant(s) understands that the Company (hereinafter defined), is promoting the Said Complex (hereinafter defined).
- The Applicant(s) states and confirms that the Company has made the Applicant(s) aware of the availability of the Apartment Buyers' Agreement (hereinafter defined) at the head office of the Company. The Applicant(s) confirms that he/she has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Applicant(s) is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Thereafter the Applicant(s) has applied for allotment of an apartment in the Said Complex and has requested the Company to allot an apartment. The Applicant(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein below.
- The Applicant(s) requests that the Applicant(s) may be allotted an Apartment and an exclusive right to use Parking Space(s) (hereinafter defined) in the Said Complex as per the Company's: Down Payment Plan, construction linked plan & Installment Payment Plan.
- The Applicant(s) has read and understood the terms and conditions appended to this Application and is agreeable to the same.
- The Applicant(s) encloses herewith a sum of ₹...../- (Rupees..... only) by Bank Draft/ Cheque No..... Dated..... drawn in favour of the Company payable attowards the booking amount, being part Earnest money of the Apartment.
- The Applicant(s) agrees that if the Company allots the Said Apartment (hereinafter defined) then the Applicant(s) agrees to pay the Total Price (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Company or in accordance with the terms of this Application/Agreement.
- The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Apartment in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s). The Applicant(s) further understands that it is only after issuance of the allotment letter, the allotment will get confirmed and after the Applicant(s) signing and executing the Buyer: Seller Agreement and agreeing to abide by the terms and conditions laid down therein that the allotment of the Said Apartment shall become final. The Applicant(s) agrees, consents and authorizes the Company to cancel the allotment if the Applicant(s) fails to execute and return the Agreement within Fifteen (15) days from the date of its dispatch by the Company and on such cancellation, the Applicant(s) consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) along with Non Refundable Amounts (hereinafter defined).
- The Applicant(s) agrees and confirms that if for any reasons the Company is not able to start excavation on the Said Land within a period 06 (Six) months from the date of allotment of the apartment then the project shall be deemed to be abandoned and the Applicant(s) agrees and authorizes the Company to refund the entire amount paid by the Applicant(s) along with simple interest of 8% p.a. (Eight percent per annum calculated from the date of realization of such amounts by the Company. The Company shall refund the entire amount received and interest as stated above with the specific understanding and condition that after such cancellation and dispatch by the Company of such amounts, the Applicant(s) shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment and in the Said Complex. Thereafter the Application/Agreement shall be treated as null and void and the Applicant(s) has fully understood the same and thereafter agreed and authorizes the Company to refund the amount.
- The Applicant(s) acknowledges that the Company has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Apartment and has not relied upon and/or is not influenced by any Promise(s), architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Apartment/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.
- The applicant(s) has/have been well informed that the license for the development and construction of said Group Housing Complex has been issued by DTCP Haryana, vide License No.-23 dated 23/03/2012 and building plans are approved vide Memo No.-ZP-810/AD(RA)2013/28905 dated 17/01/2013 in the name of Mr. Narendra Kumar Gupta, Mr. Yuvraj Singh, M/s R.K. Associates, Developer M/s R M S Estates Pvt. Ltd.. And now M/s Agrante Realty Limited, 522-524, DLF Tower-A, Jasola, New Delhi is authorized by Mr. Narendra Kumar Gupta, Mr. Yuvraj Singh, M/s R.K. Associates, Developer M/s R M S Estates Pvt. Ltd. to promote market and sale the project/units/apartments/ etc. in said complex under the name & style "Beethoven's 8", and M/s Agrante Realty Limited is also entitle to collect sale proceeds in its own name and is competent to execute documents on their behalf.
- The Applicant(s) agrees to abide by the terms and conditions of this Application including those relating to payment of Total Price and other deposits, Government charges, rates, Taxes and Cesses (hereinafter defined), levies, etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.
- The Applicant(s) have read and understood all the terms and conditions set out in this Application, understood the mutual rights and obligations and agree that some of the conditions set out in this Application, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Complex and it is because of this reason that the Applicant(s) have approached the Company for investing in the Said Apartment/Said Complex. The Applicant(s) also confirm that the Applicant(s) have chosen to invest in the Said Apartment/Said Complex after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Applicant(s) find that the Said Apartment/Said Complex to be suitable for the Applicant(s) residence and therefore have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex. My/our particular are given below for your reference and record:

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN BEETHOVEN'S 8 AGRANTE REALTY LIMITED, SECTOR 107, GURGAON, HARYANA.

The terms and conditions given below are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant(s) shall sign all the pages of this Application as token of his/their acceptance.

Definitions and Interpretations

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

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

"Agreement" shall mean the Apartment Buyers' Agreement to be executed by the Applicant(s) and the Company.

"Amenities and Facilities" shall mean and include but not limited to the shops, club house, swimming pool, tennis court, community shopping, school, and any such amenity or facility either declared now, or proposed to be developed by the developer for the betterment of the project, etc in the Said Complex the ownership of which shall always vest with the Company and the Applicant(s) herein shall not have any claim or right of any nature whatsoever in shops, club house, swimming pool, tennis court, community shopping, school etc in the Said Complex.

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

"Application" shall mean this Application for allotment of an apartment in Said Complex on the terms and conditions contained herein.

"Additional PLC" means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, which shall be calculated on per sq. mtr. (Per sq. ft.), based on the super area of the Said Apartment. "Company" shall have the same meaning as set out herein above in the Application.

"Earnest Money" shall mean 10% of the Total Price, including the booking amount paid by the Applicant(s).

"External Development Charges (EDC)" means the charges levied or leviable on the Said Complex/ Said Land (whatever name called or in whatever form) by the Government of Haryana or any other Competent authority and with all such conditions imposed to be paid by the Applicant(s) and also includes any further increase is such charges.

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

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

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) Strikes or lock outs, industrial dispute;
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (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 from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) Any event or circumstances analogous to the foregoing. "Governmental Authority" or "Governmental Authorities" shall mean 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 the Republic 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 Complex/ Said Building is situated;

"IFMS" means the maintenance security to be paid by the Applicant(s) for the maintenance and upkeep of the Said Complex/ Said Building to be paid as per the Schedule of payments (attached as **Annexure-IIIA**, B and C to this Application) to the Company or to the Maintenance Agency @ ₹..... per sq. mtr (₹..... /- Per sq. ft.) of the super area of the Said Apartment. For brevity sake it may be mentioned that IFMS means "Interest free maintenance security" and that the developer does not own any liability towards paying interest to the applicant, during any period of the construction, or post handover and possession of the apartment, or to any representative body like the RWA post facto.

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

"Maintenance Agency" means the Company, its nominee(s) or association of apartment allottees or such other agency/body/Company/ association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/Said Building. "Maintenance Charges" shall have the meaning ascribed to it in the draft tripartite maintenance agreement for maintaining the Common Areas and facilities in the Said Building/Said Complex which shall be more elaborately described in the draft maintenance agreement attached to the Agreement. "Non Refundable Amounts" means interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

"Parking Space(s)" means parking space(s) allotted to the Applicant(s) for its exclusive use, details of which are mentioned in this Application.

"Preferential Location Charges (PLC)" means charges for each of the preferential location attribute(s) of the Said Apartment payable/as applicable to be calculated on the per sq. ft./per sq. mtr., based on super area of the Said Apartment, as mentioned in this Application .

"Said Apartment" means the specific apartment applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative apartment that may be allotted by the Company in lieu of the Said Apartment.

"Said Building" means the tower/building in the Said Complex in which the Said Apartment will be located.

"Said Land" means the land admeasuring about 18.0625 acres or thereabouts situated in Sector 107 at revenue estate of village Dharampur, District Gurgaon, Haryana, on which the Said Complex is being developed.

Annexure-IV

"Taxes and Cesses" means any and all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other Taxes and Cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

"Total Price" means the amount amongst others, payable for the Said Apartment which includes basic sale price, PLC (if the Said Apartment is preferentially located), Additional PLC (if the Said Apartment is additionally preferentially located) calculated on per sq. ft./ per sq. mtr. based on the super area of the Said Apartment and price for exclusive right to use of Parking Space(s) but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of this Application/Agreement, including but not limited to -

- i) EDC, IDC, IAC, increase in EDC, IDC, IAC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IFMS.
- iii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Applicant(s).
- ix) Escalation charges.
- x) Any other charges that may be payable by the Applicant(s) as per the other terms of the Application and such other charges as may be demanded by the Company. which amounts shall be payable by the Applicant(s) in addition to the Total Price in accordance with the terms and conditions of the Application/Agreement and as per the demand raised by the Company from time to time.

1. The Applicant(s) has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment / Said Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the Said Land on which the Said Apartment/Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that the Company has provided an opportunity for investigation of all the documents relating to the development and construction of the Said Apartment and has answered all his queries and on being satisfied, the Applicant(s) confirms that no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and cannot be withdrawn.

2. The Applicant(s) shall pay the Total Price of the Said Apartment in accordance with the payment plan attached herewith and marked as Annexure-III-A, B and C opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges, Taxes and Cesses and any other dues mentioned in this Application/Agreement. The Applicant(s) agrees and understands that the Total Price of the Said Apartment and other charges and taxes are calculated on the basis of the super area of the Said Apartment which is tentative and any increase or decrease in super area shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant(s) that the definition of super area and apartment area is more clearly set out in Annexure-I.

3. Subject to other terms and conditions of this Application/Agreement on and after the payment of the Total Price, Taxes and Cesses, other charges and dues as per the Application/ Agreement, the Applicant(s) shall have the: i) ownership of the apartment area of the Said Apartment; ii) undivided interest and the right to use common areas and facilities along with the other apartment owners as mentioned in the declaration to be filed by the Company under the Apartment Act; iii) right to exclusive use of the Parking Space(s); iv) undivided proportionate interest in the Foot Print of the Said Building for which the basis of calculation shall be the ratio of super area of the Said Apartment to the total super area of all apartments in the Said Building/Said Complex, as the Company may decide.

4. The Applicant(s) agrees that the Applicant(s) shall not have any right, title and interest in any commercial premises, building, shops, community center, club and school, if any, constructed/situated in/outside the Said Complex as the Company shall be the sole owner of the same and the same always vest with the Company. The Company, as the owner, shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the shops, commercial premises, buildings, community centers, club, school etc., or in the operation and management, including but not limited to creation of further rights in favour of any other party/Company by way of sale , transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies , which the Company may deem fit.

5. The Applicant(s) understands that the super area of the Said Apartment does not include any recovery/loading towards the cost of construction or land area of club /community center within the Said Complex. The Applicant(s) agree and understand that the Applicant(s) shall only have conditional right of usage of facilities which may be provided in the club/community center within the Said Complex. However, the Company reserves the right to include such area in the computation of the final super area of the Said Apartment at any stage with the proviso that the price shall not be charged for such additional area of the club/community center from the Applicant(s) and the Applicant(s) shall not raise any objection thereto. This right of usage is limited to the club/community center within the Said Complex only and is subject to the fulfillment of the terms and conditions as stipulated in this Application and schedule of payments. The Company shall have the right to formulate the management, structure and policy, rules and regulations for the said club/community center and upon intimation of the formalities to be complied with by the Company the Applicant(s) undertakes to fulfill the same. It is understood that the club/community center usage is limited only to the occupants of the Said Complex and the Company may make suitable provisions and covenants to this effects and in the necessary documents which the Applicant(s) agrees and undertakes to comply with without raising any objections. It is understood that the entire operating cost of the said club/community center, facilities, improvements/upgradations to be carried over a period of time, direct usage charges of the facilities used and items consumed by the Applicant(s) from time to time, shall in no way constitute any portion of the Total Price of the Said Apartment and shall be paid extra by the Applicant(s).

6. (a) The Applicant(s) agrees and understands that the Said Apartment/Said Building/ Said Complex may be subject to the Apartment Act. The common areas and facilities and the undivided interest of each apartment owner in the Foot Print of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Apartment Act) shall be

conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant(s)' right, title and interest in the Said Apartment, common areas and facilities and the undivided interest in the Foot Print of the Said Building shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the apartments and the Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/Maintenance Agency for this purpose.

(b) The Applicant(s) agrees that the Company may for the purpose of complying with the provisions of the Apartment Act or any other applicable laws, substitute the method of calculating the undivided proportionate share/interest in the Foot Print of the Said Building and in common areas and facilities in any declaration with respect to the Said Apartment in any manner as may be necessary for such compliance.

7. The Applicant(s) agrees and understands that in addition to Total Price, the Applicant(s) shall be liable to pay all Taxes and Cesses, which shall be charged and paid as follows:

(a) A sum equivalent to the proportionate share of all applicable Taxes and Cesses shall be paid by the Applicant(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, community centre, school etc. in the Said Complex.

(b) The Company shall periodically intimate the Applicant(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, or the internal finance & accounting team, the amount payable as stated above, which shall be final and binding on the Applicant(s) and the Applicant(s) shall make payment of such amount within thirty (30) days of such intimation.

8. The Applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Apartment is assessed separately.

9. The Applicant(s) agrees to pay applicable club charges/club membership for the club facilities (if provided). The amount shall be paid as when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s). The Applicant(s) agrees and undertakes to sign and execute necessary documents for the membership of the club, which shall contain the detailed terms and conditions of membership of the club and Applicant(s) shall be bound by the same.

10. The Applicant(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building :

(a) The Said Apartment ceases to be preferentially located, then only the amount of PLC, paid by the Applicant(s) shall be refunded with simple interest @8%(eight percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next installment, as stated in the schedule of payment opted by the Applicant(s).

(b) The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the Said Apartment to the Company, as applicable and payable additionally along with next installment, as stated in the schedule of payment opted by the Applicant(s).

(c) The Said Apartment becomes additionally preferentially located (through additional preferential attributes), the Allottee(s) shall pay Additional PLC for such Additional PLC attributes to the Company, as applicable and in the manner as specified in clause 10(a). The Applicant(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex / Said Building or otherwise, the Applicant(s) shall have no other right or claim except as mentioned herein above.

11. The Applicant(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other competent authority(ies) shall be paid by the Applicant(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) shall be paid by the Applicant(s). It is also agreed by the Applicant(s) that all such levies/ increases may be levied by the Government of Haryana or any other competent authority(ies) on prospective or retrospective basis effective from the date of license(s) of the Said Building/Said Apartment/ Said Land. The Company makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective /retrospective manner from the date of license(s), then the Company shall demand, and the Applicant(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Applicant(s) with regard to EDC/IDC/IAC increase in EDC/IDC/IAC shall be final and binding on the Applicant(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Applicant(s). If the EDC/IDC/IAC increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Applicant(s) agrees and undertakes to pay the same on demand by the Company and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Applicant(s).

12. The Applicant(s) agrees and understands that the price of the Said Apartment is based on the price of materials and labour charges pertaining thereto on and around If, however, during the progress of construction up to the expiry of 24 (twenty four) months from the abovementioned date, there is an increase/decrease in the price of the materials used in the construction work and/or labour charges, the same shall be recoverable/payable respectively by the Applicant(s). The Reserve Bank of India's published indexes shall form the basis of the computation of the escalation charges. The details and the methodology for calculating the escalation charges shall be more elaborately described in the Agreement. The Company shall appoint a reputed firm of Chartered Accountants to independently audit and verify the computation of escalation charges done by the Company from time to time as per the methodology more elaborately described in the Agreement. Such escalation charges, as intimated to the Applicant(s), shall be final and binding on the Applicant(s) and shall be collected/ reimbursed along with the next installment or in lump sum before or at the time of offer of possession of the Said Apartment.

The Applicant(s) agrees and understands that any default in payment of the escalation charges shall be deemed to be a breach under the terms and conditions of the Application/Agreement.

13. The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas / on any area within the complex, as provided in the existing fire fighting code/regulations but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Applicant(s) at his/ her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the Company in its absolute discretion. For brevity sake it may be mentioned that the cost of electrification as well as Power Back up, as pro rated for all the apartments within this development would be payable by the applicant(s), separately to the developer, so that the said facility can be extended till the apartment.

14. The Applicant(s) understands that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment, which cannot be sold/dealt with independent of the Said Apartment. The Applicant(s) may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to

the Applicant(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Apartment Act.

15 (a) The Applicant(s) agrees that the Company shall be entitled to cancel the allotment and forfeit the Earnest Money paid by the Applicant(s), along with the Non Refundable Amounts in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant(s) to sign and return to the Company the Agreement within 30 (Thirty) days from the date of its dispatch by the Company. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment/Parking Spaces. It is understood by the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or Agreement and the Applicant(s) is required to comply with all its obligations on its own. The Company shall thereafter be free to resell and or deal with the Said Apartment/Parking Spaces in any manner whatsoever.

(b) Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first 45 (forty five) days from the due date @ 14% per annum and for all periods exceeding first 45 (forty five) days after the due date @ 18% per annum.

16. The Applicant(s) agrees that time shall be the essence with respect to the payments to the made by the Applicant(s) including the Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time and as mentioned in this Application/Agreement.

17. The Applicant(s) has seen and accepted the building plans, floor plans (Annexure-VI), specifications (Annexure-II) and has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, floor plans, designs, specifications, measurements, dimensions, location of the Said Apartment and/or Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast by the Company as it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration / modification resulting in any significant change in the super area of the Said Apartment or material and significant changes in the specifications of the Said Apartment any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him or to be refunded to him by the Company, as the case may be. The Applicant(s) agrees to inform the Company in writing his objections to the changes within 30 (thirty) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment of the Said Apartment shall be deemed to be cancelled and the Company shall be liable only to refund the entire money received from the Applicant(s) with interest @ 08% (eight) percent per annum calculated from the date of realization of respective amount(s) paid by the Applicant(s). The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment shall be payable or refundable (without any interest) at the rate per sq. mtr. /sq. ft., as mentioned in this Application.

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

19 (a) Subject to other terms of this Application/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Applicant(s), the Company shall endeavour to complete the construction of the Said Apartment within 42 (Forty two) months from the start of construction, which is not the same as date of this application. The Company will offer possession of the Said Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Applicant(s) in taking possession of the Said Apartment from the date of offer of possession, would attract holding charges @ Rs. 05 (Five) per sq. ft. per month for any delay of full one month or any part thereof.

(b) Subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure) by the Company in completion of construction of Said Apartment and receiving occupation certificate of the Said Complex and the Applicant(s) not being in default/breach of the terms and conditions set out in this Application/Agreement, the Company shall pay compensation @ Rs. 05 (Five) per sq. ft. of the super area of the Said Apartment per month or part thereof only to the first named Applicant(s) and not to anyone else. The Applicant(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other right claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Said Apartment to the Applicant first named.

20. The Applicant(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 1.75 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Applicant(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant(s). 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. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex.

21. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor, unless otherwise reserved specifically, of any of the building in the Said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement purpose and the Applicant(s) agrees that the Applicant(s) shall not object to the same and make any claim on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof. However, if the developer through design of the project, or through the consumer friendly intent creates a facility for common use by the residents, including this applicant, the same can be used per the agreed terms, then.

22. The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills therefore. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, as IFMS. For brevity sake it may be mentioned that the IFMS being agreed to along with this application can be changed to IMS (Interest bearing) through agreement or by change of policy, from the authorities or by the collective wisdom of the Promoter, residents, RWA, or others, jointly OR severally.

23. The Applicant(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Agreement and conveyance deed of the Said Apartment within the stipulated period and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and Parking Space(s). In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, and Non Refundable Amounts, etc. and refund the balance amount to the Applicant(s) without any interest upon realization

of money from resale / re-allotment to any other party.

24. The Applicant(s) agrees and confirms that any rights on the Said Apartment are not assignable to any third party till expiry of 12 (twelve) months from the date of booking and payment of 40% (Forty percent) of the Total Price. However, after the expiry of 12 (Twelve) months and payment of 40% (Forty percent) of the Total Price, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request from the Applicant(s), permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment

25. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution /bank by way of mortgage / charge/ securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.

26. The Applicant(s) shall indemnify and keep the Company, directors, its agent, representatives, employees, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Agreement.

27. The Applicant(s) agrees that in case the Applicant(s) is a NRI or non resident / foreign national of Indian origin /foreign national / foreign company, then all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (FEMA), or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin /foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.

28. The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which, all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicant(s), communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all the Applicant(s).

29. The Applicant(s) understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.

30. That it is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Agreement shall supersede the terms and conditions as set out in this Application.

31. The Applicant(s) understand that this Application is purely on tentative basis and the Company may decide not to allot any or all the apartments in the Said Building/Said Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s).

32. The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any partnership Company, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.

33. The Applicant(s) agrees and understands that terms and conditions of the Application and those of the Agreement may be modified/amended by the Company in accordance with any directions/order of any court of law, 13 X Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Applicant(s).

34. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon, Haryana by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator. The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction. The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

Place:

(SIGNATURE OF THE APPLICANT(S))



PRICELIST		
PARTICULAR	PRICES PER SQ FT	
AREA (SQ.FT.)	1300	
BSP	5950	7735000
Car parking	300000	300000
S.Tax	3.09%	248282
PLC	0	0
S.Tax	12.36%	0
Club Membership	100000	103710
Power Back up	20000	60000
Electricity Installaion	20000	60000
EDC & IDC	335	435500
S.Tax	3.09%	17165
IFMS	100	130000
TOTAL		9089656
SUBVENTION SCHEME PAYMENT PLAN		
MILESTONE	CUSTOMER'S CONTRIBUTION	AMOUNT
On Booking (Customer)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	873224
Start of Pilling Work (Bank funded)	30% of (BSP+CP+PLC+EDC/IDC+) + ST	2619672
Completion of Half structure (Bank funded)	20% of (BSP+CP+PLC+EDC/IDC) + ST	1746448
Completion of Super structure (Bank funded)	15% of (BSP+CP+PLC+EDC/IDC) + ST	1309836
Completion of Super structure (Customer)	10% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	1051933
On offer of Possession (Bank funded)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	873224
On offer of Possession (Customer)	5% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	615321
TOTAL		9089656
BSP = Basic Sale Price	PLC = Preferential Location Charges	
EDC = External Development Charges	IDC = Infrastructure Development Charges	
Club Membership	IFMS = Interest Free Maintenance Security	
ST = Service Tax	CP = Car Parking	

[REDACTED]

PRICELIST		
PARTICULAR	PRICES PER SQ FT	
AREA (SQ.FT.)	1702	
BSP	5950	10126900
Car parking	300000	300000
S.Tax	3.71%	386838
PLC	250	425500
S.Tax	12.36%	52592
Club Membership	100000	103710
Power Back up	20000	100000
Electricity Installaion	20000	100000
EDC & IDC	335	570170
S.Tax	3.71%	28573
IFMS	100	170200
TOTAL		12364483
SUBVENTION SCHEME PAYMENT PLAN		
MILESTONE	CUSTOMER'S CONTRIBUTION	AMOUNT
On Booking (Customer)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1188315
Start of Pilling Work(Bank funded)	30% of (BSP+CP+PLC+EDC/IDC+) + ST	3564946
Completion of Half structure (Bank funded)	20% of (BSP+CP+PLC+EDC/IDC) + ST	2376631
Completion of Super structure (Bank funded)	15% of (BSP+CP+PLC+EDC/IDC) + ST	1782473
Completion of Super structure (Customer)	10% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	1428980
On offer of Possession (Bank funded)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1188315
On offer of Possession (Customer)	5% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	834823
TOTAL		12364483
BSP = Basic Sale Price	PLC = Preferential Location Charges	
EDC = External Development Charges	IDC = Infrastructure Development Charges	
Club Membership	IFMS = Interest Free Maintenance Security	
ST = Service Tax	CP = Car Parking	

PRICELIST		
PARTICULAR	PRICES PER SQ FT	
AREA (SQ.FT.)	2261	
BSP	5950	13452950
Car parking	300000	300000
S.Tax	3.71%	510234
PLC	250	565250
S.Tax	12.36%	69865
Club Membership	100000	103710
Power Back up	20000	100000
Electricity Installaion	20000	100000
EDC & IDC	335	757435
S.Tax	3.71%	35521
IFMS	100	226100
TOTAL		16221065
SUBVENTION SCHEME PAYMENT		
MILESTONE	CUSTOMER'S CONTRIBUTION	AMOUNT
On Booking(Customer)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1568384
Start of Pilling Work(Bank funded)	30% of (BSP+CP+PLC+EDC/IDC+) + ST	4705151
Completion of Half structure (Bank funded)	20% of (BSP+CP+PLC+EDC/IDC) + ST	3136767
Completion of Super structure (Bank funded)	15% of (BSP+CP+PLC+EDC/IDC) + ST	2352575
Completion of Super structure (Customer)	10% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	1836999
On offer of Possession (Bank funded)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1568384
On offer of Possession (Customer)	5% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	1052807
TOTAL		16221065
BSP = Basic Sale Price	PLC = Preferential Location Charges	
EDC = External Development Charges	IDC = Infrastructure Development Charges	
Club Membership	IFMS = Interest Free Maintenance Security	
ST = Service Tax	CP- Car Parking	

PRICELIST		
PARTICULAR	PRICES PER SQ FT	
AREA (SQ.FT.)	2585	
BSP	5950	15380750
Car parking	300000	300000
S.Tax	3.71%	581756
PLC	250	646250
S.Tax	12.36%	79877
Club Membership	100000	103710
Power Back up	20000	100000
Electricity Installaion	20000	100000
EDC & IDC	335	865975
S.Tax	3.71%	39548
IFMS	100	258500
TOTAL		18456365
SUBVENTION SCHEME PAYMENT PLAN		
MILESTONE	CUSTOMER'S CONTRIBUTION	AMOUNT
On Booking (Customer)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1788673
Start of Pilling Work (Bank Funded)	30% of (BSP+CP+PLC+EDC/IDC+) + ST	5366020
Completion of Half structure (Bank Funded)	20% of (BSP+CP+PLC+EDC/IDC) + ST	3577347
Completion of Super structure (Bank Funded)	15% of (BSP+CP+PLC+EDC/IDC) + ST	2683010
Completion of Super structure (Customer)	10% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	2073488
On offer of Possession (Bank funded)	10% of (BSP+CP+PLC+EDC/IDC+) + ST	1788673
On offer of Possession (Customer)	5% of (BSP+CP+PLC+EDC/IDC) + 50% of other charges +ST	1179152
TOTAL		18456365
BSP = Basic Sale Price	PLC = Preferential Location Charges	
EDC = External Development Charges	IDC = Infrastructure Development Charges	
Club Membership	IFMS = Interest Free Maintenance Security	
ST = Service Tax	CP = Car Parking	