

SKYZ

Limitless Luxury



CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

1. Resident of India

- ☐ Copy of PAN Card
- ☐ Photograph
- ☐ Identity Proof
- ☐ Residence address proof

2. NRI/Foreign National of Indian Origin

- ☐ Copy of Passport
- ☐ In case of Demand Draft (DD) the 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 payment 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.
- ☐ Copy of Proof of Indian Origin (PIO / OCI Card Copy)

3. Partnership Firm

- ☐ Copy of PAN Card of the Partnership Firm
- ☐ Copy of Partnership Deed
- ☐ Incase of one of the Partner signing the application form & other documents on behalf of other Partners/Firm an authority letter from other Partner(s) authorizing the said person to act on behalf of the firm

4. Private/Public Limited Company

- ☐ Copy of PAN Card of the Company
- ☐ Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the Company
- ☐ Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company

5. Hindu undivided family

- ☐ Copy of PAN Card of HUF
- ☐ Residence address proof of HUF/Karta

* If the first applicant is minor, proof of age and address of the guardian to be provided.

* All copies of documents should be self attested.

Verified by:

APPLICATION FOR ALLOTMENT
of Residential Apartments in SKYZ, Ramprastha City, Sector 37-D Gurgaon

RAMPRASTHAPROMOTERS & DEVELOPERS PVT. LTD.

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Dear Sir,

I/We understand that M/s. Ramprastha Promoters & Developers Private Limited (Company) is developing a residential project under the name and style of SKYZ in Ramprastha City, Sector 37-D, Gurgaon, comprising of multi-storeyed residential apartments.

I/We hereby request and apply for the provisional allotment of one (1) residential unit/ Said Apartment (as defined hereinafter) and an exclusive right to use the Parking Space(s) (as defined hereinafter) in the Said Complex (as defined hereinafter) as per the down payment plan/installment payment plan attached with this Application.

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

I/We enclose herewith Bank Draft/ Cheque for ₹..... Rupees.....
..... No..... Dated..... Drawn on.....
in favour of **Ramprastha Promoters & Developers Pvt. Ltd. - Project SKYZ** towards the booking amount for the said Apartment.

In the event of the Company agreeing to provisionally allot the said Apartment at its sole discretion, I/We agree to pay installments of Total Price (hereinafter defined) and all other dues as stipulated in this Application and as may be intimated by the Company from time to time and in the manner set out in the payment plan opted by me/us which shall form part of the Agreement (Apartment Buyer Agreement) that shall be executed by me/us and the Company on the Company's standard format.

I/We acknowledge and agree that:

- (a) This Application is a mere request of the Applicant for a provisional allotment of the Said Apartment and the exclusive right to use the Parking Space(s) which request may be granted by the Company at its sole discretion.
- (b) The Company has not confirmed or promised or in any manner represented to the Applicant that the Company shall allot the Said Apartment to the Applicant, which decision shall be made by the Company in its sole discretion in due course.
- (c) This Application does not constitute an agreement to sell and I/we do not become entitled to the final allotment of the Said Apartment notwithstanding that the Company may have issued a receipt in acknowledgement of any money tendered with this Application, whether as a booking amount or Earnest Money (as defined hereinafter) or otherwise received by the Company from me/us.
- (d) Only upon me/us executing the Apartment Buyer Agreement, subject to payment of the relevant installment in accordance with the payment plan, and agreeing to abide by the terms and conditions laid down therein, the allotment of the Said Apartment, when made by the Company at the Company's sole discretion, shall become final and binding upon the Company.
- (e) I/we are aware that the building plans have been submitted to the Competent Authority for the sanction of the Said Complex/Said Building (as defined hereinafter) and in case the plans shown to me/us are changed, then the Company shall have the sole discretion to allot to me/us an alternative apartment.
- (f) This Application shall be processed by the Company at its sole discretion without assigning any reason thereof for rejection even if the Application is complete in all respect and the cheque/bank draft submitted by me/us together with this Application has been encashed by the Company.

If, however, I/we withdraw or cancel this Application or fail to execute, register (if required) and return the provisional receipts, payment receipts, allotment letter, welcome letter & other necessary documents/affidavit including the Apartment Buyer Agreement within thirty (30) days from the date of dispatch of the Allotment Letter by the Company or within such other period as intimated by the Company to me/us, subject to payment by me/us of the relevant installments in respect of the Said Apartment in accordance with the payment plan, separately or along with the Allotment Letter (as required by the Company), then the Company may at its sole discretion treat my/our application as cancelled and the Earnest Money paid by me/us shall stand forfeited by the Company.



I/We agree to abide by the terms and conditions of this Application including those relating to the payment of the Total Price and other deposits, charges, rates, Taxes (as defined hereinafter) and forfeiture of the Earnest Money, interest levied due to delay, brokerage as laid down herein.

My / Our particulars are given below for your reference and record:

1 **SOLE FIRST APPLICANT** (S) Mr./ Mrs./ Ms

S/ W/ D of

Nationality..... DOB..... Occupation.....

Residential Status: Resident/ Non-Resident/ Foreign National Of Indian Origin.....

Income Tax Permanent Account No.....

(Attach Form 60 or 61, as the case may be if PAN is not available)

Correspondence Address:

.....

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

Email ID:.....

Permanent Address:

.....

Office Name & Address

.....

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

Email ID:.....

2 **SECOND APPLICANT** (S) Mr./ Mrs./ Ms

S/ W/ D of

Nationality..... DOB..... Occupation.....

Residential Status: Resident/ Non-Resident/ Foreign National Of Indian Origin.....

Income Tax Permanent Account No.....

(Attach Form 60 or 61, as the case may be if PAN is not available)

Correspondence Address:

.....

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

Email ID:.....

Permanent Address:

.....

Office Name & Address

.....

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

Email ID:.....

3 THIRD APPLICANT (S) Mr./Mrs./Ms

S/W/D of

Nationality.....DOB.....Occupation.....

Residential Status: Resident/ Non-Resident/ Foreign National Of Indian Origin.....

Income Tax Permanent Account No.....

(Attach Form 60 or 61, as the case may be if PAN is not available)

Correspondence Address:

.....

Mobile No.....Tel No.....Email ID:.....

Permanent Address:

.....

Office Name & Address

.....

Mobile No.....Tel No.....Email ID:.....

OR

M/S

Reg. Office /Corporate Office.....

.....

Authorized Signatory.....



Boards Resolution dated/ Power of Attorney.....

PAN No.

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

Email ID.....

4 NOMINEE

.....Z

5 DETAILS OF SAID APARTMENT

Type:.....Super Areasq/ft. (Approx)

Building Block:.....Floor.....Unit Number.....

Parking Space(s) No.:

Type: Covered (Basement / Stilt) or Open:

6 DETAIL OF PRICING:

PAYMENT PLAN: Down payment / Construction Link / Subvention.....

1. Basic Selling Price (BSP)	:	₹...../-
2. Cost of One Parking Space	:	₹...../-
3. External Development Charges (EDC)	:	₹...../-
4. Infrastructure Development Charges (IDC)	:	₹...../-
5. Preferential Locating Charges (PLC)	:	₹...../-
6. Interest Free Maintenance Security (IFMS)	:	₹...../-
7. Service Tax	:	₹...../-
8. Other Charges (If applicable)	:	₹...../-
Total Price Payable for the said Apartment	:	₹...../-

Note:

- i. Total Price does not include stamp duty, registration and incidental charges as well as expenses to be incurred in respect of Apartment Buyer Agreement,

conveyance deed, declaration, affidavits, deeds and documents in connection with the Said Apartment, postage charges, lawyers' fees, etc. which will be paid by the Applicant to the Company promptly upon such demand being made by the Company.

- a. A sum equivalent to the proportionate share of the Taxes shall be paid by the Applicant(s) to the Company in addition to Total Price. The Proportionate share will be the ratio of super area of the said Apartment in the said Building/ Said Complex.
 - b. The Company shall on the basis of the Payment Plan opted by the Applicant (s), issue demand letters asking the Applicant (s) to make payments to the Company. I/We (The Applicants) further understand and undertake to make such payments as and when demanded by the company and within such time as prescribed in the Demand letter, failing which the Company shall be entitled to levy interest on any delayed payment. The Applicant(s) shall make payments within 15 days of such intimation.
- ii. Total Price does not include the maintenance Charges, Property Tax, Municipal Tax, Wealth Tax, Government Rates, Tax on Land, Fees or levies of all and any kind by whatever name called.
- iii. Total Price does not include the Cost of Electric Fittings, Fixture, Geyser, Electric and Water Meter as well as the Charges for the water and electricity connection.
- iv. The Applicant is under obligation to pay any other sums, charges or amount as required under Apartment Buyer Agreement or any other charges as imposed by the Govt. apart from total price mentioned in this application form.
- v. Specifications and prices can be changed at the sole discretions of the Company.

7 ENVIRONMENT COMMITMENT:

I/We do hereby undertake to maintain the ecological harmony as requested by the Company which may include inter alia adopting processes/technology such as common solar lighting, water recycling, water segregation, CFL lighting, double glazing, solar water heating and I/we fully understand and am/are willingly committed to share the additional obligations imposed upon me/us for environmental conservation within the Said Complex and shall always co-operate and vote in favour of all decisions (requested by the Company or otherwise) in furtherance of this cause.

8 DECLARATION:

I/We the Applicant(s) do hereby declare that my/ our Application is irrevocable and that the above particulars/ informations given by me/us are true and correct and nothing has been concealed therefrom.

Date Place.....

1. 2. 3.



FOR OFFICE USE ONLY

RAMPRASTHA PROMOTERS & DEVELOPERS PVT. LTD.

1. ACCEPTED / REJECTED

2. Apartment Applied for..... Bldg Block..... Floor.....
Super Area.....sq.ft (approx.) Parking Space (s) No
Type: Covered (Basement / Stilt / Open)

3. Basic Selling Price (BSP)	:	₹...../-
Cost of One Parking Space	:	₹...../-
External Development Charges (EDC)	:	₹...../-
Infrastructure Development Charges (IDC)	:	₹...../-
Preferential Locating Charges (PLC)	:	₹...../-
Interest Free Maintenance Security (IFMS)	:	₹...../-
Service Tax	:	₹...../-
Other Charges (If applicable)	:	₹...../-
Total Price Payable for the said Apartment	:	₹...../-

4. PAYMENT PLAN : Down payment / Construction Link / Subvention.....

5. Payment received as booking/part booking amount vide Cheque / DD / Pay Order No.....

Dated.....for ₹..... out of NRE / NROFC / SB / CUR / CAA/ c.....

6. Provisional booking receipt no.....dated.....

7. BOOKING : DIRECT / BROKER

8. Broker's Name / Company's Name :

Address :

Stamp with Signature:

9. Remarks:.....

Date

ACCEPTED BY

Place

Name.....

Designation.....

Signature

TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL APARTMENT AT SKYZ, RAMPRASTHA CITY, SEC. 37 D, GURGAON

The terms and conditions given below are indicative in nature and more comprehensively set out in the Apartment Buyer Agreement, and such terms and conditions shall form a part of the Apartment Buyer Agreement upon its execution. In case of conflict between the provisions of this Application together with the terms and conditions of this Application and the Apartment Buyer Agreement, the provisions of the Apartment Buyer Agreement shall prevail. The Applicant(s) shall sign all the pages of this Application signifying his/her/their acceptance of its provisions.

DEFINITIONS AND INTERPRETATION:

For all intents and purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

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

"Apartment Buyer Agreement" shall mean the Agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

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

"Application" shall mean the application form filed by the Applicant(s) for provisional allotment of the Said Apartment/residential unit in the SKYZ, Ramprastha City, Sec. 37-D, Gurgaon along with the terms and conditions contained herein.

"Company" shall have the same meaning as set out herein above in the Application.

"Earnest Money" shall mean the amount @ 10% of the total sale price including Taxes on the Said Apartment.

"EDC" means the External Development Charges levied on the Said Complex by the Government of Haryana or any other competent authority and to be paid by the Applicant(s).

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

"IFMS" means the Interest Free Maintenance Security to be paid by the Applicant(s).

"IDC" means the Infrastructure Development Charges levied on the Said Complex by the Government of Haryana and to be paid by the Applicant(s).

"Maintenance Agency" means the Company or such other agency/body/company/association to whom the Company may handover the maintenance of the Said Building/Said Complex.

"Maintenance Charges" shall have the meaning ascribed to it in the draft Tripartite Maintenance Agreement executed between the Company, Applicant(s) and the Maintenance Agency.

"Parking Space(s)" means Basement/Stilt/Open/back to back car parking spaces(s) in the Said Building/Said Complex, the exclusive right to use in respect of which space is granted by the Company to the Applicant/allotee, as the case may be, as mentioned in clause 5 of the Application.

"Said Apartment" means the specific apartment applied for by the Applicant(s) for allotment, details of which have been set out in this Application and includes any alternative apartment to the Applicant by the Company in lieu of the apartment whose particulars are mentioned in this Application.

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

"Said Complex" means the "SKYZ", Ramprastha City, Sec. 37 D, Gurgaon.

"Taxes" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, cesses, levies by whatever name called, in connection with the construction and development of the Said Building/Said Complex from time to time.

"Total Price" means sale price of the Said Apartment inclusive of the amount payable in respect of the exclusive right granted by the Company to the Applicant under the terms of the Apartment Buyer Agreement to use the Parking Space(s), preferential location charges (if the apartment is preferentially located), the cost of providing the electric wiring, switches in the Said Apartment along with applicable EDC and IDC, fire detection and firefighting equipment in the common areas within the Said Building/Said Complex as prescribed in the firefighting code/regulations under the Building Code 1983 amendment No. 3 of January 1997 and does not include other amounts, charges, security amount, etc. payable as per the terms of the Apartment Buyer Agreement, Taxes, increase in the EDC and/or IDC, increase in all types of securities IFMS and charges for bulk supply of electricity, Maintenance Charges, property tax, additional preferential location charges, increase in price due to increase in super area of the Said Apartment, stamp duty, registration charges and other incidental charges and any other charges payable by the Applicant in addition to the Total Price as mentioned in the Apartment Buyer Agreement.



1. The Applicant(s) has/have applied for the provisional allotment of the Said Apartment with the full knowledge of the laws, rules, regulations, bye-laws, notifications applicable to the group housing/multi-storeyed residential premises in the state of Haryana and the Said Complex in particular and has also satisfied himself about the title/interest/rights of the Company in the land on which the Said Complex is being/is in the process of being constructed and has/have understood all limitations and obligations of the Company in respect thereof. The Applicant(s) confirm(s) that no further investigation in this regard is or shall be required by him/her/them.
2. The Applicant(s) acknowledge(s) and confirm(s) that this Application shall be processed by the Company only if the Application is complete in all respects and after the encashment of the cheque/bank draft of Booking Amount submitted by me/us with this Application. I/We further acknowledge that the Company may at its sole discretion reject my/our Application or refuse to accept such Application, irrespective of whether or not the Application is complete, without assigning any reason to me/us whatsoever.
3. The Applicant(s) shall pay the Total Price of the Said Apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas in the Said Complex and proportionate share of the club and other common facilities, if any; which may be located any where in the Said Complex at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of super area of the Said Apartment shall be more clearly defined in the Apartment Buyer Agreement and the Applicant(s) affirms to be bound by the same. This Application is a mere request by the Applicant(s) for the allotment of Apartment in the Complex and the Company reserves the right to accept or refuse the allotment of Apartment at its sole discretion with whatever reasons and criteria and without assigning any reason thereto for rejection.
4. (a) The Applicant(s) agree to execute and abide by the terms and conditions of the Apartment Buyer Agreement and pay the Total Price and other charges, rates, taxes, cesses, deposits, levies etc., including development charges, infrastructure charges, if any, whether levied now or in future or with retrospective effect, as the case may be, from the date of this Application. Such charges shall be payable by the Applicant(s) on the basis of the super area which comprises of the apartment area and the undivided share in the common areas and facilities within the Said Building Said Complex only. In addition, the Applicant(s) shall have the ownership of undivided proportionate share of the Foot Print in which the Said Apartment is located, calculated in the ratio of super area of his/her/its apartment to the total super area of all the apartments in the Said Building only. In order to maintain safety & standards, all the wood work before possession will be undertaken by the company itself. Charges for the same will be applicable w.r.t. work specifications. The Applicant(s) confirms and represents that he/she/it has not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas facilities and amenities falling outside the Said Building/Said Complex save and except the use of common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Applicant(s). The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental, construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment is located and that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership thereof land(s), facilities and amenities (other than those within the Said Building/Said Complex), shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/or any local body (ies) which the Company may deem fit in its sole discretion.
- (b) The Said Apartment/Said Building shall be subject to the provisions of the Act and the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in these declaration which may be filed by the Company in compliance of the Act shall be conclusive and binding upon the Applicant(s) and the Applicant(s) agrees and confirms that his/her/its right, title and interest in the Said Apartment/Said Building shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) agrees that the declaration to be filed in compliance of the Act shall in no manner confer any right, title or interest in any lands, facilities, amenities and buildings outside the land of the Said Complex/Said Building in which the Said Apartment is located. The Applicant(s) shall join any society/association of the apartment owners and pay any fees, charges thereof and complete such documentation and formalities for maintenance as may be deemed necessary by the Company in its sole discretion for this purpose.
- (c) The Applicant(s) agree that the Company may in its sole discretion and for the purpose of complying with the provisions of or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the Foot Print or common areas and facilities, in any declaration.
5. The Applicant(s) agrees that if due to any change in the lay out/building plan the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as may be applicable. The applicant(s) further agrees that if due to any change in the layout/building plan, the Said Apartment ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan as opted by the Applicant(s).
6. The Applicant(s) agrees that the Total Price of the Said Apartment includes the levy of the EDC and IDC up to the date of the license and the Applicant(s) agree(s) to pay to the Company upon a demand any further increase in EDC and IDC by whatever names called or in whatever form and with all such conditions imposed by the Government of Haryana or any competent authority(ies) on pro rata basis and in addition to any amounts paid/payable by the

Applicant(s)/allottee(s) towards the Total Price. If such changes are increased after execution and registration of the conveyance deed in respect of the Said Apartment, till such time as such increased amount has not been paid by the Applicant(s) to the Company, whether the Company makes a demand in such respect or not, the Company shall have a lien on the Said Apartment for the purpose of recovering the amount of the increased EDC and IDC payable by the Applicant(s) to the Company.

7. 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 as provided in the existing fire fighting code/ regulations and power back up per apartment in addition to that for the common areas and services 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 subsequence 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 a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
8. The Applicant(s) understand(s) that the right to use the Parking Space(s) granted to him/her/them by the Company shall be an integral part of the Said Apartment and such exclusive right to use the Parking Space(s) cannot be dealt, assigned or transferred in any manner whatsoever, independent of the Said Apartment. The Applicant(s) may apply for a right to use an additional parking space(s), which right may be granted by the Company to the Applicant(s), exclusively or otherwise, subject to their availability and the payment by the Applicant(s) of the then applicable price for the right to use such additional parking space(s). All clauses of this Application and the Apartment Buyer Agreement pertaining to the allotment, possession, cancellation shall apply mutatis mutandis to the right to use the parking space(s) allotted to the Applicant(s). The Applicant(s) agree(s) that parking space(s) so allotted by the Company to the Applicant(s) shall not form a part of the common areas of the Said Building/Said Complex for the purpose of the declaration, which may be filed by the Company under the Act.
9. The Applicant(s) hereby agree(s) that the Company shall be entitled to forfeit the Earnest Money along with interest on delayed payments, interest on installments (paid or payable) and brokerage paid, if any, in case of non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyer Agreement and also in the event the Applicant fails to execute and/or return to the Company the Apartment Buyer Agreement along with affidavits, declarations and undertakings contained therein and compliance of the terms of the Apartment Buyer Agreement and/or the Maintenance Agreement within thirty (30) days from the date of its/their dispatch by the Company or within such other period as intimated by the Company to the Applicant(s), subject to payment by the Applicant(s) of the relevant installment in respect of the Said Apartment in accordance with the payment plan.
10. The Applicant(s) agree(s) that time is of essence in respect of the payment of 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 which shall be paid by the Applicant on or before the relevant payment due dates.
11. The Applicant(s) has seen and accepted the plans and has applied for the provisional allotment of the Said Apartment with the specific knowledge that the building plans, design, 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 at the sole discretion of the Company it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration/modification resulting in more than +/- 10% change in the super area of the Said Apartment or material change in the specifications of the Said Apartment any time prior to and /or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(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 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 thirty (30) 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 object to such change in writing, within the permitted time and the Company decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Company shall be liable only to refund the entire money received from 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.ft. as mentioned in this Application.
12. The Applicant(s) agrees that in case the Company is unable to deliver the Said Apartment and/or allot Parking Space(s) to the Applicant(s) for his occupation and use due to:
 - (i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
 - (ii) if any competent authority(ies) refuses, delays, with holds, denies the grant of necessary approvals for the Said Apartment/Said Building or;
 - (iii) if any matters, issues relating to such approvals, permissions, notice, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or;
 - (iv) due to force majeure conditions then, the Company may cancel the allotment of the Said Apartment and shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
13. Subject to other terms of this Application and Apartment Buyer Agreement including but not limited to timely payment of the Total Price, stamp duty, registration and other charges shall be paid by the Applicant(s). The Company shall endeavour to complete the construction of the Said Apartment within 36 months from the date of execution of the Apartment Buyer Agreement by the Company. Thereafter the Company shall offer the possession of the Said Apartment to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs. 10/- per sq. ft. per month for any delay of full one month or any part thereof.



14. 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 Payment Plan and to always keep deposited with the Company or the Maintenance Agency, as IFMS at the rate of Rs. 50/- per sq. ft. of the super area of the Said Apartment.
15. 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 Apartment Buyer 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) allotted to him/her. 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, delayed payment interest, brokerage if paid, etc. and refund the balance amount to the Applicant(s) without any interest upon realization of money from resale to any other party.
16. The Company reserves the right to cancel the allotment of Apartment(s) in case allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final and the Company shall have the right to forfeit the Earnest Money in such cases.
17. The Applicant(s) agree(s) to comply with the Application and the Apartment Buyer Agreement failing which the Company shall have the right to cancel/terminate the allotment/Apartment Buyer Agreement and forfeit the entire amount of the Earnest Money, interest on delayed payment, brokerage, if paid. Thereafter, the Applicant(s) shall not be entitled to or have any lien, right, title, interest or claim in the Said Apartment and the Parking Space(s). The Applicant(s) is required to comply with his/her/their obligations on his/her/their own. Failing such compliance by the Applicant(s)/allottee, the Company shall thereafter be entitled to re-possess and/or resell and/or deal with the Said Apartment in any manner whatsoever and the allotment of the Said Apartment to the Applicant shall be deemed to have been cancelled. The amounts, if any, paid over and above the Earnest Money, interest on delayed payment, etc. would be refunded to the Applicant(s) by the Company only after realizing such amounts from the resale but without any interest, compensation or damages of whatsoever nature after adjusting the difference being the decrease in the Total Price, if any, as realised by the Company through such resale. The Company shall at all time have the first lien and charge on the Said Apartment for all the dues payable by the Applicant(s) to the Company.
- In the event of default by the Applicant(s) in payment of the installments, the Company may at its discretion raise the demand through a demand letter immediately on default of the Applicant. On non-payment, the Company shall send the first reminder upon expiry of thirty (30) days from the day of the default being the expiry of the period referred in such demand letter or otherwise on expiry of fourteen (14) days from date of dispatch of the demand letter. The first reminder letter will be followed by a second reminder letter within forty five (45) days from the date of dispatch of the first reminder letter. If the Applicant(s) fails to make payment of the installment and the interest within ninety (90) days after the dispatch of the second reminder, the Company may at its sole discretion cancel the allotment and intimate the cancellation to the Applicant(s) through a cancellation letter. Upon the Company issuing the cancellation letter, the Company shall be deemed to have terminated the Apartment Buyer Agreement and the Earnest Money shall stand forfeited by the Company.
18. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by me/us on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @15% per annum and for all periods exceeding first 90 (ninety) days after the due date @18% per annum.
19. The Applicant(s) agree that the Apartment Buyer Agreement to be entered/executed by the Applicant(s) is not assignable nor the name of the Applicant(s) can be substituted and deleted within a period of one year from the date of the execution of the Apartment Buyer Agreement. However, after expiry of one year, the Company may at its sole discretion and subject to applicable laws and notifications of any governmental directions permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted, in his/her place. The Company at the time of granting permission may impose such terms and conditions and charges as per its sole discretion. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion and substitution.
20. The Applicant(s) agree that the Company shall have the right to raise finance/loan from any company/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 Conveyance 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 for the purpose of the construction. In case the Applicant(s) wants to avail of loan facility from his Employer or any financing institution/agency to facilitate the purchase of the Said Apartment applied for, the Company shall extend all possible help without getting involved in any financial commitment and the terms of financing institution/agency shall exclusively be binding and applicable upon the Applicants(s) only.
21. The Applicant(s) shall indemnify, hold and keep the Company, its directors, officers, agents, representatives harmless from and against payments and losses caused due to non-observance by the Applicant(s) of their obligations and covenants under the Application, the Apartment Buyer Agreement, related declarations, undertakings, deeds, documents, agreements and arrangements with third persons in respect of the Said Apartment.
22. The Applicant(s) agree that in respect of all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments 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.

23. The Applicant(s) agree to inform the Company in writing of 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 shall be deemed to have been received by the Applicant(s). In case of joint Applicants, communication sent to the First named Applicant in the application shall be deemed to have been sent to all the Applicants.

24. The Applicant(s) understand that the provisional and/or final allotment of the Said Apartment is entirely at the discretion of the Company.

25. The Applicant(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Building/Said Complex to any body 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). In such case, the Applicant(s) shall be entitled to refund of the entire amount.

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

27. Until a Conveyance Deed is executed and registered in favour of the Applicant(s), the Company shall continue to be the owner of the said Apartment and all amounts paid by the Applicant(s) at the time of application for allotment or thereafter shall merely be an advance payment for purchase of the said Apartment and this shall not give him/her/them any lien or interest on the said Apartment unless and until he/she/they has/have complied with all the terms and conditions of application for Allotment of Apartment or Allotment Letter or Apartment Buyer Agreement as and when executed pursuant thereto and have got the Conveyance Deed registered with Sub-Registrar, Gurgaon.

28. That the transfer of residential Apartments wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed/Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records.

In all other cases wherein full payment of the Apartment has not been made/schedule of payment of installments is not yet over, transfer charges shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company.

29. The Applicant(s) shall not use the said Apartment or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.

30. The Applicant(s) agree that in the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and dispute/difference shall be referred to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at appropriate location in Delhi only. The courts at Delhi alone shall have exclusive jurisdiction.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

Date.....

Place.....

1.....

2.....

3.....

SIGNATURE OF THE APPLICANT(S)





Ramprastha Promoters & Developers Pvt Ltd

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