



APPLICATION FORM



NINEX CORONA

(A Group Housing at Sector 37-C, Village Basai, Tehsil & District Gurgaon, Haryana, being developed by RMG Projects Private Limited, a Company incorporated under the Companies Act, 1956, and having its Registered and Corporate Office as mentioned herein below).

APPLICATION FOR ALLOTMENT OF A RESIDENTIAL UNIT IN NINEX CORONA

To,

M/s. RMG Projects Private Limited

Regd. Office:

201, Empire Apartments

98, M.G. Road

Sultanpur, Mehrauli

New Delhi - 110030

Corporate Office:

402, Solitaire Plaza

M.G. Road, Sikanderpur

Gurgaon -122001

Haryana

Dear Sirs,

I/We request that I/We may be allotted a residential unit i.e. a Flat, hereinafter referred to as Unit in your proposed Group Housing at Sector 37-C, Village Basai, Tehsil & District Gurgaon (hereinafter referred to as "The Project") under your Down Payment Plan/ Installments Payment Plan (Strike out whichever is not applicable).

I/We remit herewith a sum of Rs. _____ (Rupees _____
_____ only) by Demand Draft/Cheque/Bank Transfer

No. _____ dated _____ drawn on _____ in favour of
"M/s. RMG Projects Private Limited", as the booking amount.

In the event RMG Projects Private Limited (hereinafter referred to as "The Developer") agreeing to allot Unit, I/we agree to pay further installments of sale price and all other dues as stipulated in this application and the Unit Buyers' Agreement to be executed by me / us. Further, the Payment Plan as explained to me/us by the Developer is understood by me/us.

I/We am/are making this application with the full knowledge that the Letter of Intent (LOI) for the said Project has been issued by the Director, Town & Country Planning Department, Government of Haryana, for development of the Project to M/s. Oxygen Relators Private Limited, Mr. Manoj Sharma and Mr. Mohinder Singh, all C/o. M/s. Oxygen Realtors Private Limited, H.No. 579, Sector 17, Faridabad -121002 (hereinafter collectively referred to as the Licensees) but the licence and plans for the Project in which the Unit applied will be located, are yet to be sanctioned by the competent authority(ies).

I/We have clearly understood that this application does not constitute any offer or definitive allotment or an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of the Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgment of the money tendered with this application.

I/We accept and acknowledge to pay balance amount(s) due and payable as set forth in the schedule of payments annexed herewith and to sign and execute the Unit Buyers' Agreement on the Developer's standard format agreeing to abide by the terms and conditions laid down therein.

However, in the event, I/We withdraw / cancel this application or I/We fail to execute and return the Unit Buyers' Agreement within such time and in such manner as mentioned below, then the Developer may at its sole discretion treat my/our application as cancelled and all the sums/monies paid/deposited by me/us with the Developer shall stand forfeited without any communication.

I/We agree that the allotment of the Unit shall become final only after the acceptance by the Developer of the signed Unit Buyer's Agreement within a period of Thirty (30) days from the date of its signing/execution by me/us along with the amounts due and payable as set forth in the schedule of payments annexed herewith. If I/We fail to execute and deliver Unit Buyer's Agreement to the Developer within Fifteen (15) days from the date of its delivery to me/us by hand, Registered Post/Speed Post/Courier by the Developer, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with the Developer shall stand forfeited without any communication.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money alongwith interest on delayed payments, as laid down herein and for the execution of the Unit Buyers' Agreement within the period stipulated therein.

I/We agree that all correspondences should be made in the name of the first applicant at the address given below and all the notices/letters/documents/papers/deeds sent by the Developer to the below address of the first applicant shall be deemed to be duly recieved by all the co-applicants.

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

x

x

Signature of Sole/First Applicant

Signature of Second Applicant

x

x

Signature of Third Applicant

Signature of Fourth Applicant

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



1. PERSONAL DETAILS FORM

SOLE/FIRST APPLICANT:

Son of / Daughter of / Wife of (Only for Individual):

Mailing Address:

PHOTOGRAPH
(Signed Across)
Not required
in case of Company

Telephone:

Mobile:

Fax:

Email:

Residential Status: Resident / PIO / NRI

Nationality (Only for Individual):

Date of Birth (in case of individual)
or Date of Registration (in other cases):

I. T. PAN:

SECOND APPLICANT:

Son of / Daughter of / Wife of (Only for Individual):

Mailing Address:

PHOTOGRAPH
(Signed Across)
Not required
in case of Company

Telephone:

Mobile:

Fax:

Email:

Residential Status: Resident / PIO / NRI

Nationality (Only for Individual):

Date of Birth (in case of individual)
or Date of Registration (in other cases):

I. T. PAN:

THIRD APPLICANT:

Son of / Daughter of / Wife of (Only for Individual):

Mailing Address:

PHOTOGRAPH
(Signed Across)
Not required
in case of Company

Telephone:

Mobile:

Fax:

Email:

Residential Status: Resident / PIO / NRI

Nationality (Only for Individual):

Date of Birth (in case of individual)
or Date of Registration (in other cases):

I. T. PAN:

FOURTH APPLICANT:

Son of / Daughter of / Wife of (Only for Individual):

Mailing Address:

PHOTOGRAPH
(Signed Across)
Not required
in case of Company

Telephone:

Mobile:

Date of Birth (in case of individual)
or Date of Registration (in other cases):

Fax:

Email:

Residential Status: Resident / PIO / NRI

Nationality (Only for Individual):

I. T. PAN:

2. DETAIL OF THE UNIT APPLIED:

Type* _____ Super Area _____ sq. ft. (Approx.) Tower _____ Floor _____ Unit Number _____

Number of Parking Space(s) required: _____ Covered, _____ Open.

(*) Type I to IX (As detailed in Annexure-1)

3. PAYMENT PLAN (SCHEDULE OF PAYMENT FOR ALL INCLUSIVE SALE PRICE):

DOWN PAYMENT PLAN */ INSTALLMENT PLAN*

(Strike out whichever is not applicable)

(*) Detail of payment plans as attached and marked as Annexure -2

Note:

1. Payment to be made by Demand Draft/Cheque/Bank Transfer only drawn in favour of "M/s RMG Projects Private Limited" payable at New Delhi/Gurgaon.
2. Allotment to Non-Resident Indians (NRIs) and Foreign Nationals of Indian Origin (PIOs) shall be subject to laws of Republic of India.
3. For NRIs/PIOs, all remittances, acquisition/transfer of the said Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

4. DECLARATION:

I/We the applicant(s) do hereby declare that my/our application for allotment is firm and irrevocable and that the above particulars/ information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read and signed on all pages of this application form including the payment plans after understanding the contents thereof.

Yours faithfully,

x

Signature of Sole/First Applicant

x

Signature of Second Applicant

x

Signature of Third Applicant

x

Signature of Fourth Applicant

x

Signature with Seal of Business Development Associate

Name of Business Entity_____

Contact Person_____

Address_____

Contact No._____ Fax_____

Email_____

**Terms and Conditions of Allotment of Unit in
NINEX CORONA**



Sector 37-C, Village Basai, Tehsil & District Gurgaon, Haryana

The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) (hereinafter referred to as Intending Allottee(s)) with the terms and conditions as may be comprehensively set out in the Unit Buyers' Agreement which upon execution shall supercede the terms and conditions as set out in this application, particulars whereof have been understood by the Intending Allottee(s).

1. The Intending Allottee(s) agree(s) that it/he/she has applied for allotment of Unit with full knowledge of all the laws/notifications and rules applicable to the area in general and Ninex Corona Group Housing, Gurgaon in particular which have been explained by the Developer and understood by the Intending Allottee(s).
2. The Intending Allottee(s) has satisfied itself / himself / herself about the interest and title of the Developer in the land on which the said Project is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further queries / objections by him/her in this respect.
3. The Intending Allottee(s) agree(s) that he/she shall pay the price of the Unit and other charges calculated on the basis of super area which is understood to include pro rata interest of the common areas in the Project only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area of the Unit shall be tentative and subject to change upon approval of final Project Plan(s) by the Competent Authority. The definition of super area of the Unit shall be more clearly defined in the Unit Buyers' Agreement and the Intending Allottee(s) agree(s) to accept the same and upon execution of that agreement, the method of calculation of super area stated therein shall become binding on both the Intending Allottee(s) and the Developer.
4. The Developer shall calculate the total price payable by the Intending Allottee(s) for the said Unit on the basis of its super area which comprises of the Unit area and the proportionate undivided interest in the common areas and facilities within the building of the said Project only. The Intending Allottee(s) confirm(s) and represent(s) that he/she has not made any payment to the Developer in any manner whatsoever and that the Developer has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, projects, common areas, facilities and amenities falling outside the land beneath the said Project save and except the use of common areas (for the purposes of direct exit to a nearest public street / nearest road only) to be identified by the Developer in its sole discretion and such identification by the Developer in its plans now or in future shall be final, conclusive and binding on the Intending Allottee(s). It is made clear and agreed by Intending Allottee(s) that the payment of External Development Charges shall always be solely to the account of Intending Allottee(s) to be borne and paid by all the Intending Allottee(s) in proportion to the super area of their respective Unit to the total super area of all the Units in all the buildings in the said Project. Pro rata share of External Development Charges applicable to the said Unit is already taken into account by the Developer while determining the total price payable by the Allottee(s) for the said Unit. The Intending Allottee(s) undertake(s) to additionally pay to the Developer on demand any increase by whatever name called or in whatever form and with all such conditions imposed by the Haryana Government and/or any competent authority(ies) and such increase in External Development Charges or any other charges shall be borne and paid by the Intending Allottee(s) in proportion to the super area of his/her Unit to the total super area of all the Units in all the buildings in the said Project, as determined by the Developer. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Unit

and the Developer shall have the first charge on the said Unit for recovery of such increased charges from the Intending Allottee(s).

5. The Intending Allottee(s) agree(s) that the open/covered parking space purchased by him/her and allotted by the Developer to him/her shall be understood to be together with the Unit and the same shall not have independent legal title detached from the said Unit. The Intending Allottee(s) undertake(s) to park his/her vehicle in the parking space allotted to him/her and not anywhere else in the said Project. The Intending Allottee(s) agree(s) that such reserved car parking spaces allotted to the occupants of the building(s) /said Project shall not form part of common areas and facilities of the said Project (and the buildings within the Said Project) for the purpose of the declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983. The Intending Allottee(s) agree(s) and confirm(s) that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Unit under any of the provisions mentioned here or in Unit Buyer's Agreement.
6. The Unit applied for in the said Project shall be subject to the provisions of the The Haryana Apartment Ownership Act, 1983; The Punjab Schedule Roads & Controlled Areas, Restriction of Unregulated Development Act, 1963; & The Haryana Development, and Regulation of Urban Areas Act, 1975 and Rules and Regulations framed therein and as amended from time to time and any such other statutory Act, enactment or modifications as may be in force and/or when brought into force. The common areas and facilities and the undivided interest of each Unit, owner(s) in the common areas and facilities as may be specified by the Developer in the declaration which may be filed by the Developer in compliance of The Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the Intending Allottee(s) and the Intending Allottees agree(s) and confirm(s) that his/her right, title and interest in the said Unit shall be limited to and governed by what is specified by the Developer in the said declaration and in no manner shall confer any right, title or interest in any lands, facilities, amenities and Projects outside the land beneath the footprint of the said Project in which the said Unit is located and the Developer shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee(s) shall have no claim whatsoever of any sort therein. The Intending Allottee(s) undertake(s) to join the society/association of the Unit Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose.
7. It is made clear by the Developer and specifically understood by the Intending Allottee(s) that the Developer may in its sole discretion and for the purpose of complying with the provisions of The Haryana Apartment Ownership Act, 1983, The Punjab Schedule Roads & Controlled Areas, Restriction of Unregulated Development Act, 1963 & The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules and Regulations framed therein and as amended from time to time and any other applicable laws, substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said Project and/or common areas and facilities as may be described by the Developer in its sole discretion in any declaration, by calculating the ratio of his/her Unit's value to the total value of all the Units in the said Project, as the case may be, and that the Intending Allottee(s) agree(s) not to raise any objections in this regard.
8. The Intending Allottee(s) shall pay all Govt. rates, cesses, charges, property tax, wealth tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of offer of possession in proportion to the super area of the said Unit. If such charges are

increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid sale price of the said Unit and the Developer shall have lien on the said Unit of the Intending Allottee(s) for the recovery of such charges. In case the property tax is assessed separately in respect of the individual Unit, then the Intending Allottee(s) shall pay the said tax directly to the concerned authority.

9. That the Intending Allottee(s) has understood that the electric supply shall be connected upto the Unit inclusive of the cost of providing internal electric wiring, electric meter, electrical switches, MCBs and the external electrification. The Unit's internal electric fittings have to be done by the Intending Allottee(s) himself at his own cost. It is agreed by the Intending Allottee(s) that he shall be exclusively responsible for payment of electricity bills in respect of the consumption of electricity as recorded in the energy meter provided separately for recording consumption of electricity in the said Unit. In the event of there being common meter for common services recording the consumption of electricity by the Intending Allottee(s) jointly with other occupants of the Project, then the Intending Allottee(s) shall pay within 7 (seven) days from the date of the bill to the Developer or its Nominated Agency, as the case may be, the proportionate electricity charges calculated on the super area of the Unit. The Developer shall be getting the overall power load sanctioned for the Project from the concerned authorities (DHBVNL) on the basis of calculations made for power load requirements of the individual Unit and the common areas. The Developer shall make the said calculation for the total power load requirement of the Project in consultation with electrical consultants of the Project. The said calculation for the Unit shall be intimated to the Intending Allottee(s). If the power load requirement of the Intending Allottee(s) for the Unit exceeds the calculations intimated to the Intending Allottee(s) as mentioned above, then the Intending Allottee(s) shall be liable for all the extra charges/penal charges as levied on the Developer by the concerned authority (DHBVNL). If however, due to any subsequent Legislation/Govt. Order/Directions or Guidelines or if deemed necessary by the Developer/Maintenance Agency, any additional measures thereof are undertaken, then the Intending Allottee(s) agree(s) to pay such additional expenditures incurred thereon on a prorata basis as determined by the Developer in its sole discretion.
10. The Intending Allottee(s) hereby accept(s) that the earnest money for the purpose of this application and Unit Buyers' Agreement shall be 10% (Ten percent) of the total all inclusive sale price of the Unit. The Intending Allottee(s) hereby authorize(s) the Developer to forfeit this earnest money alongwith adjustments of the interest on delayed payments of installments in case of non-fulfillment of the terms and conditions herein contained and those of the Unit Buyers' Agreement as also in the event of failure by the Intending Allottee(s) to sign and return to the Developer the Unit Buyers' Agreement within fifteen (15) days from the date of its dispatch by the Developer.
11. The payment on or before due date, of the installments of the sale price and other amounts payable by the Intending Allottee(s) as per the payment plan accepted by the Intending Allottee(s) or as demanded by the Developer from time to time are the essence of this application and the Unit Buyers' Agreement.
12. The Intending Allottee(s) has/have seen and accepted the plans, designs and specifications of the Unit and the Project which are tentative and the Intending Allottee(s) authorize(s) the Developer to effect suitable and necessary alterations/modifications in the layout plan/Project plans, designs and specifications as the Developer may deem fit for the Unit any time prior to and upon the grant of occupation/completion certificate and such alterations / modifications shall be binding on the Intending Allottee(s).

13. The Intending Allottee(s) agree(s) that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Project/Unit or if any matters and 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 due to force majeure conditions, the Developer, after provisional and/or final allotment, is unable to deliver the Unit to the Intending Allottee(s) for his/her occupation and use, the Intending Allottee(s) agree(s) that the Developer if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
14. The Developer shall endeavor, subject to force majeure as explained in clause hereinbelow, to complete the construction of the said Unit and offer the possession of the same to the Intending Allottee(s) and to obtain the occupation/completion certificate from the concerned authorities within 30 (thirty) months from the date of approval of Building Plans by the competent authorities, subject to timely payment by the Intending Allottee(s) of the installments of the sale price according to the Payment Plan applicable to him/her and payment of stamp duty and other such charges due and payable and as demanded by the Developer. The Developer, on obtaining occupation/completion certificate from the competent authorities, shall hand over the Unit to the Intending Allottee(s) for his/her occupation and use and subject to the Intending Allottee(s) having complied with all the terms and conditions of the Unit Buyers' Agreement. In the event of his/her failure to take over and/or occupy and use the Unit allotted within 30 days from the date of intimation in writing by the Developer, then the same shall be at his/her risk and cost and the Intending Allottee(s) shall be liable to pay to the Developer the maintenance charges, as may be applicable during that time and as chargeable by the Developer/Nominated Agencies/Maintenance Agencies and minimum electricity charges per month for the entire period of such delay.
15. The Intending Allottee(s) upon completion of the said Project agree(s) to enter into a maintenance agreement with the nominee/agency/association or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/nominated by the Developer from time to time for the maintenance and upkeep of the said Project and the Intending Allottee(s) undertake(s) to pay the maintenance bills as raised by the Maintenance Agency from the date of Occupation/ Completion Certificate granted by the competent authority on pro rata basis irrespective whether the Intending Allottee(s) is in occupation of the Unit or not.
16. The Intending Allottee(s) undertake(s) to execute the sale deed within sixty (60) days from the date of Developer intimating in writing the receipt of the occupation/completion certificate of the said Project from the competent authority failing which the Intending Allottee(s) authorize(s) the Developer to cancel the allotment and forfeit the earnest money, delayed payment interest etc. and refund the balance price paid by the Intending Allottee(s) without any interest upon realization of money from resale/re-allotment to any other party. The Intending Allottee(s) shall pay, as and when intimated by the Developer, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed/transfer instrument/conveyance deed of the Unit in favour of the Intending Allottee(s) which shall be executed and got registered after receipt of the full sale price.
17. It shall be incumbent on the Intending Allottee(s) to comply with the terms of payment and/or other terms and conditions of the Unit Buyer's Agreement, failing which he/she shall forfeit to the Developer the entire amount of earnest money, interest on delayed payment etc. and the allotment/ Unit Buyer's Agreement shall stand cancelled and the Intending Allottee(s) shall be left with no lien, right, title,

interest or any claim of whatsoever nature in the Unit. The Developer shall thereafter be free to resell and/or deal with the said Unit in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee, interest on delayed payments, interest on installments would be refunded to the Intending Allottee(s) by the Developer only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Developer shall have the first lien and charge on the said Unit for all its dues payable by the Intending Allottee(s) to the Developer.

18. Without prejudice to the Developer's aforesaid rights, the Developer may at its sole discretion waive the breach by the Intending Allottee(s) in not making payments as per the payment plan but on the condition that the Intending Allottee(s) shall pay to the Developer interest which shall be charged on the defaulted amount @ 15% per annum. In case the default persists beyond 30 days, the penal interest shall be levied @ 18% per annum. If the default persists beyond 60 days, the penal interest shall be levied @ 21% per annum. In the event the Intending Allottee(s) fail(s) to pay the defaulted amount alongwith penal interest, as mentioned above, within 90 days (and/or if the cheque/draft issued by the Intending Allottee(s) returns unpaid from the bank on account of insufficient funds), the Developer shall be entitled, at its sole option, to cancel the allotment of the said Unit and resume the same without giving any further notice. Thereupon, the Intending Allottee(s) shall have no lien or claim on the said Unit and the Developer shall be entitled to resell and/or deal with the said Unit in any manner whatsoever at its sole discretion to any person at any rate. The amount over and above the earnest money so received shall be refunded to the Intending Allottee(s) without any interest or compensation and the earnest money (10% of the total sale consideration) shall be deemed to be forfeited and consequently the Intending Allottee(s) shall have no claim in this regard.
19. The Developer may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Intending Allottee(s) to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Developer may impose. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Intending Allottee(s) by the Developer that any nomination/ transfer/ assignment of allotted Unit is subject to prior written approval of the Developer and payment of Rs. 20/- (Twenty) per square feet of the Super Area by the Intending Allottee(s) to the Developer on account of administrative expenses. However such approval may be rejected by the Developer at its absolute discretion.
20. The Intending Allottee(s) hereby authorize(s) and permit(s) the Developer to raise finance/loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables of its/his/her Unit subject to the Unit being free of any encumbrances at the time of execution of sale deed. The Developer/Financial Institution/ Bank shall always have the first lien/charge on the said Unit for all its dues and other sums payable by the Intending Allottee(s) or in respect of the loan granted for the purpose of the construction of the Project. In case of the Intending Allottee(s) has/have opted for funding arrangement with any Financial Institutions/ Banks, the conveyance of the Unit in favour of the Intending Allottee(s) shall be executed only upon the Developer receiving No Objection Certificate from such Financial Institutions/ Banks.
21. The Intending Allottee(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the Intending Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Developer, its agents, representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Intending Allottee(s).

22. It is abundantly made clear that in respect of all remittances/acquisitions/transfers of the said Unit(s) by a non resident/foreign national of Indian origin, it shall be the sole responsibility of the non resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999, and statutory enactments and amendments thereof and the rules and regulations of the Reserve Bank of India and any other applicable laws and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application or Unit Buyer's Agreement. All remittances by non residents/foreign nationals of Indian origin shall be made by way of cheque/demand draft/bank transfer payable at Gurgaon/New Delhi. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Intending Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit in any way. Any refund, transfer of security if provided in terms of the Unit Buyers' Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999, and statutory enactments and amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer accepts no responsibility in this regard.
23. It is clearly understood by the Intending Allottee(s) that the said Project is subject to the provisions of the The Haryana Apartment Ownership Act, 1983, The Punjab Schedule Roads & Controlled Areas, Restriction of Unregulated Development Act, 1963 & The Haryana Development And Regulation of Urban Areas Act, 1975 and Rules and Regulations framed therein and as amended from time to time or any such other statutory Act, enactment or modifications. The Intending Allottee(s) undertake(s) and agree(s) to comply with the provisions of law in so far as it becomes applicable to the said Project/Unit.
24. The Intending Allottee(s) shall inform the Developer in writing about any change in the mailing address mentioned in this application, failing which all demands, notices etc. by the Developer shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee(s). In case of joint application, all communications shall be sent to the first applicant.
25. The Intending Allottee(s) agree(s) that the allotment/delivery of possession of Unit is subject to force majeure clause which inter alia includes delay on account of non availability of steel and/or cement or other Project materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Developer, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer. In any of the aforesaid events, the Developer shall not be responsible for delay in execution of the Project.
26. The Developer, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation / damages of any nature whatsoever can be claimed by the Intending Allottee(s) for the period of suspension/ delay of execution of the Project.
27. In consequence of the Developer abandoning the scheme, the Developer's liability shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation / damages whatsoever.

28. The provisional and/or final allotment of the Unit is entirely at the sole discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof and under that eventuality, the Intending Allottee(s) shall be entitled to refund of amount deposited by him/her with the Developer without any interest.
29. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Unit Buyers' Agreement, shall supersede the terms and conditions as set out in this application.
30. The Developer reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as 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 Developer in its sole discretion and the Intending Allottee(s) agree(s) that he/she shall not raise any objection in this regard.
31. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Unit Buyers' 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 only in Gurgaon by a sole arbitrator who shall be appointed by the Developer and whose decision shall be final and binding upon the parties. The Intending Allottee(s) hereby confirm(s) that he/she/it shall have no objection to this appointment even if the person so appointed, as Arbitrator is an employee or advocate of the Developer or is otherwise connected to the Developer and the Intending Allottee(s) confirm(s) that notwithstanding such relationship/ connection, the Intending Allottee(s) shall have no doubt as to the independence or impartiality of the said Arbitrator. The Intending Allottee(s) confirm(s) and accept(s) that the disputes, if any, between the Developer and the Intending Allottee(s) shall be subject to jurisdiction of Gurgaon.
32. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
33. The Intending Allottee(s) shall permit the Developer to inspect, enter into the Unit of the Intending Allottee(s) with technical hands and other workmen for the purpose of checking, repairing, maintaining the Project, wiring, electrical installations, plumbing drains, pipes, cables and other things etc. for the comfortable use and easement and enjoyment of the Project by other occupants of the Project.
34. That the Intending Allottee(s) agree(s) to pay directly or if paid , then reimburse to the Developer on demand Govt. rates, taxes or cesses, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Project or the said Unit, as the case may be, assessable /applicable from the date of application of the Intending Allottee(s) and the same shall be borne and paid by the Intending Allottee(s) in proportion to the super area of the said Unit to the super area of all the Units in the said Project. Further, the Intending Allottee(s) shall be liable to pay from the date of his/her application house-tax /property tax, fire fighting tax or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Unit of the Intending Allottee(s) is not separately assessed to such tax, fee or cess, the same shall be paid by the Intending Allottee(s) in proportion to the super area of the said Unit to the total super area of all the Units in the said Project. These taxes, fees, cesses etc. shall be paid by the Intending Allottee(s) in proportion to the super area of

the said Unit to the total super area of all the Units in the said Project. These taxes, fees, cesses etc. shall be paid by the Intending Allottee(s) irrespective of the fact whether the maintenance is carried out by the Developer or its Nominees or any other Body or Association of all or some of the Allottee(s).

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Unit Buyers' Agreement which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Unit Buyers' Agreement. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms conditions and satisfying myself/ourselves and after perusing all documents and records with regard to authority and title of the Developer and after satisfying myself/ourselves in respect of design and drawing, I/We have now signed this application form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us. I/We further undertake and assure the Developer that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien on the Unit applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

x

x

Signature of Sole/First Applicant

Signature of Second Applicant

x

x

Signature of Third Applicant

Signature of Fourth Applicant

Date _____

Place _____

Annexure - 1

TYPES OF FLATS



TYPE	ACCOMMODATION	SUPER AREA
I	2 BHK	1051 Sq. Ft.
II	2 BHK + STUDY	1285 Sq. Ft.
III	2 BHK + STUDY	1377 Sq. Ft.
IV	3 BHK	1690 Sq. Ft.
VI	2 BHK + SERVANT	1899 Sq. Ft.
VII	3 BHK + SERVANT	2220 Sq. Ft.
VIII	3 BHK + SERVANT	2299 Sq. Ft.
IX	4 BHK + SERVANT	2667 Sq. Ft.

Annexure - 2

PAYMENT PLANS



(SCHEDULES OF PAYMENT FOR ALL INCLUSIVE SALE PRICE)

DOWN PAYMENT PLAN		
Stage	% of AISP* Payable	
On Booking	10%	
Within 60 Days of Booking	85%	
On Intimation for Possession	5%	
CONSTRUCTION LINKED PAYMENT PLAN		
Stage	% of AISP* Payable	
	Towers E, F, G & I	Towers C, D, J & K
On Booking	10 %	10 %
Within 60 Days of Booking	5 %	5 %
Within 120 Days of Booking	5 %	5 %
On start of excavation	5 %	5 %
On completion of Foundations	5 %	5 %
On completion of Basement Roof Slab	5 %	5 %
On completion of Ground Floor Roof Slab	5 %	5 %
On completion of 1st Floor Roof Slab	-	-
On completion of 2nd Floor Roof Slab	5 %	5 %
On completion of 3rd Floor Roof Slab	-	-
On completion of 4th Floor Roof Slab	5 %	5 %
On completion of 5th Floor Roof Slab	-	5 %
On completion of 6th Floor Roof Slab	5 %	5 %
On completion of 7th Floor Roof Slab	-	5 %
On completion of 8th Floor Roof Slab	5 %	5 %
On completion of 9th Floor Roof Slab	-	5 %
On completion of 10th Floor Roof Slab	5 %	-
On completion of 11th Floor Roof Slab	-	-
On completion of 12th Floor Roof Slab	5 %	-
On completion of 13th Floor Roof Slab	-	-
On completion of 14th Floor Roof Slab	5 %	-
On completion of Brick Work / Internal Plaster	5 %	5 %
On completion of Internal Electrical Work	5 %	5 %
On completion of Internal Plumbing Work	5 %	5 %
On completion of Flooring and Wall Painting	5 %	5 %
On Intimation for Possession	5 % + Stamp Duty & Registration Charges	5 % + Stamp Duty & Registration Charges
(*) AISP = Basic Sale Price + Preferential Location Charges + External Development Charges + Infrastructure Development Charges + Power Backup Charges + Parking Charges + Interest Free Maintenance Security Deposit + Club Membership Fee		

Please note that all Applicants are required to sign on all pages of the Application Form.

DOCUMENTS REQUIRED WITH APPLICATION FORM (FOR ALL APPLICANTS):

IN CASE OF INDIVIDUALS:

- (a) Copy of PAN Card / Form 60 / Form 49A.
- (c) Passport size photograph (to be pasted and signed across).
- (d) Residence Proof.
- (e) ID Proof (Copy of Election Card/Driving License/Passport).

IN CASE OF COMPANIES:

- (a) Copy of PAN Card of the Company.
- (b) Proof of Address of the Company.
- (c) ID Proof of Director/Authorised Signatory (Copy of Election Card/Driving License/Passport).
- (d) Signed copy of Memorandum & Articles of Association.
- (e) Signed copy of Board Resolution.

IN CASE OF NRI's/PIO:

- (a) For Person of Indian Origin : IPI-7and Passport Photocopy.
- (b) For NRI: Copy of Passport.
- (c) Copy of PAN Card / Form 60 / Form 49A.
- (d) Passport size photograph (to be pasted and signed across).
- (e) Residence Proof.
- (f) Payment through NRE / NRO Account / Foreign Inward Remittance.

IN CASE OF FIRMS/HUFs:

- (a) Copy of PAN Card of the Firm/HUF.
- (b) Passport size photograph of Karta of HUF(to be pasted and signed across).
- (c) Proof of Address of the Firm/HUF.
- (d) ID Proof of Partner/Authorised Signatory/Karta (Copy of Election Card/Driving License/Passport).
- (e) Signed copy of Partnership Deed/HUF Deed.
- (g) Signed copy of Authority Letter.