

M/s Landmark Apartments Pvt Ltd  
 4, Vipul Square, Sushant Lok I,  
 Gurgaon, Haryana.

Dear Sir,

I/We request that I/We may be registered for provisional allotment of .....Sq. ft. of area in Landmark Corporate Centre, a part of Landmark Cyber Park proposed to be developed by Landmark Apartments Pvt Ltd. (the 'Company') on a parcel of land situated in Sector 67, Gurgaon, Haryana.

I/We agree to sign and execute, as and when required, the Agreement to Sell containing the terms and conditions of allotment of the area and other related documents on the format provided by the Company.

I/We also agree to abide by the General Terms & Conditions for registration of provisional allotment of area in Landmark Corporate Centre which I/We have read and completely understood.

I/We further understand that the expression 'Allotment' wherever used herein shall always mean provisional allotment and will remain so till such time a formal Sale Deed is executed in favour of the intending Allottee(s).

I/We remit herewith a sum of Rs.....(Rupees.....  
 .....) by Bank Draft/Cheque No..... dated..... drawn  
 on.....in favour of "Landmark Apartments Pvt Ltd as the registration amount  
 for the provisional allotment of the.....Sq. Ft area.

I/We agree to pay the balance amount towards price of the Landmark Corporate Centre a part of Landmark Cyber Park as per the "Payment Plan" annexed hereto as

Annexure 'A'.

I. SOLE / FIRST APPLICANT (Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.....  
 S/W/D of .....  
 Age..... Guardian's Name (In case of minor).....  
 Nationality.....

Occupation:

Service  Professional  Business   
 Student  House wife  Any other.....

Resident Status:

Resident  Non Resident  Foreign National of Indian Origin   
 Others (Please Specify) .....

Mailing Address:

House No.....Street.....City.....  
 State.....Country.....Pin.....  
 E-mail.....Tele No.....Fax No.....  
 Mobile No. ....

Permanent Address:

House No.....Street.....City.....  
 State.....Country.....Pin.....  
 E-mail.....Tele No.....Fax No.....  
 Mobile No. ....

Office Address:

No.....City.....State.....  
 Country.....Pin.....Tele No.....  
 Fax No.....Income Tax Permanent Account No.....

2. SECOND / JOINT APPLICANT

Mr./Ms.....  
S/W/D of .....  
Age..... Guardian's Name (In case of minor).....  
Nationality.....

Occupation:

Service  Professional  Business   
Student  House wife  Any other.....

Resident Status:

Resident  Non Resident  Foreign National of Indian Origin   
Others (Please Specify) .....

Mailing Address:

House No..... Street..... City.....  
State..... Country..... Pin.....  
E-mail..... Tele No..... Fax No.....  
Mobile No. ....

Permanent Address:

House No..... Street..... City.....  
State..... Country..... Pin.....  
E-mail..... Tele No..... Fax No.....  
Mobile No. ....

Office Address:

No..... City..... State.....  
Country..... Pin..... Tele No.....  
Fax No..... Income Tax Permanent Account No.....

3. Details of the Space provisionally applied for:

(1) .....sq.ft.  
(2) Executive Suite /Serviced Office, if any other please specify.....

4. Payment Plan Opted: DOWN PAYMENT PLAN  INSTALMENT PLAN

5. Payment Details:

(1) Basic Consideration Price Rs.....  
(2) External Development Charges Rs.....  
(3) Infrastructure Development Charges Rs.....  
(4) Preferential Location Charges Rs.....  
(5) Interest Free Maintenance Security Deposit Rs.....  
(6) Maintenance Charges Rs.....  
(7) Registration Charges Rs.....  
(8) Other charges, if any Rs.....  
Total Payable Rs.....

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

(1) ..... (2) .....

Sole /First Applicant

Second / Joint Applicant

Date .....

Note:

- (1) Cheques/Demand Draft towards consideration of the area to be made in favour of "Landmark Apartments Pvt Ltd" payable at New Delhi
- (2) In case, the cheques comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- (3) All amounts received from Allottee(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account only.
- (4) Applications shall be considered as incomplete if not accompanied by photographs of the applicant(s)



GENERAL TERMS & CONDITIONS FOR REGISTRATION OF PROVISIONAL ALLOTMENT OF AREA IN “LANDMARK CORPORATE Centre A PART OF LANDMARK CYBER PARK” SECTOR-67, GURGAON, HARYANA.

1. THAT the intending Allottee(s) has applied for registration of allotment of area in “Landmark Corporate Centre” a part of Landmark Cyber Park proposed to be developed by the Company in Sector 67, Gurgaon, Haryana with full knowledge of laws, notifications and rules as applicable to this area.
2. THAT the intending Allottee(s) is fully satisfied about the interest and title of the Company in the land where “Landmark Corporate Centre” a part of Landmark Cyber Park in Sector 67, Gurgaon is proposed to be developed.
3. THAT the intending Allottee(s) shall pay to the Company the entire consideration, as per the Payment Plan opted and annexed hereto.
4. THAT the intending Allottee(s) shall pay the basic price and other charges on the basis of the area of the Landmark Corporate Centre a part of Landmark Cyber Park which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area under staircases, circulation area, walls, shafts, passages, corridors and lobbies.
5. THAT the Company apart from basic price shall fix Preferential Location Charges (PLC) of the Landmark Corporate Centre a part of Landmark Cyber Park and if intending Allottee(s) opts for booking of any such space, he/she shall also be liable to pay such additional charges as are fixed for such preferentially location. Further, in case during the course of development of the Landmark Corporate Centre, the area becomes preferentially located, the intending allottee(s) undertakes to pay such charges (PLC) as have been fixed by the Company. Conversely, if the area opted ceases to be preferentially located, the Company shall adjust the PLC (without interest) paid by the intending allottee(s) at the time when the area is offered for possession.
6. THAT the timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment. . In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe and the intending Allottee(s) shall be left with no right or lien on the said area. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s). In case of delay in payment of installment the intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount @ 18% p.a. compounded quarterly. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 90 days, from due date, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount as defined in 'Para 7' hereunder and the intending Allottee(s) shall be left with no right or lien on the said area.
7. THAT the Earnest Money shall be deemed to be 20% of the Basic Consideration Price of the area.
8. THAT the Allottee(s) shall pay Rs. ....../- per sq. ft of the total area towards External Development Charges (EDC) and Rs......./-per sq ft of the total area towards Infrastructure Development Charges (IDC)as presently applicable by the Govt./Statutory Authorities. It is understood by the allottee(s) that these charges are subject to revision by the Statutory Authority/State Government.
9. THAT all taxes and statutory levies presently payable in relation to the land in Landmark Apartments Pvt Ltd have been included in the price of the area. However, in the event of any further increase and/or any levy of tax, service tax, charge, cess, duty, etc. imposed by the Government or any other Statutory Authorities, the same shall be payable by the intending Allottee(s) on pro-rata basis.
10. THAT the possession of area shall be offered by the Company to the intending Allottee(s) within 36 months from the date of signing of the Agreement to Sell subject to Force Majeure circumstances and upon registration of Sale Deed provided all amounts due and payable by the intending Allottee(s) as provided herein and as per Agreement to sell have been paid to the Company. It is, however, understood between the Parties that various Blocks comprised in the Landmark Corporate Centre shall be ready and completed in phases and handed over to the allottee(s) accordingly. The Company shall be entitled to reasonable extension in delivery of possession of the Space to the allottee(s) in the event of any default or negligence attributable to the Allottee(s)' fulfillment of Terms & Conditions of this allotment.
11. THAT after completion of the Landmark Corporate Centre a part of Landmark Cyber Park and receipt of full consideration and other charges, if any payable by the intending Allottee(s), Sale Deed shall be executed in favour of the intending Allottee(s) on the format approved by the Company. All expenses towards execution of Sale Deed shall be borne by the allottee(s). It is understood and acknowledged by the Allottee(s) that proprietary rights in the area shall vest with the allottee(s) only upon execution and registration of the Sale Deed in his favour and payment of all dues and outstandings. The Company shall have the first lien and charge on the area for all its dues that may become due and payable by the Allottee(s) to the Company. That the Allottee(s) undertakes to remain present before the registering Authority at the time of Registration of the Sale Deed.
12. THAT the intending Allottee(s) may at its option raise finances or a loan for purchase of the area. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule shall rest exclusively with the Allottee(s). In the event of the Allottee's loan not being disbursed, sanctioned or delayed, the payment to the Company as per payment plan opted shall not be delayed by the Allottee(s).

13. THAT if for any reason the Company is not in a position to allot the area applied for, the Company may either consider allotment of an alternative property or refund of the amount deposited along with simple interest @ 10% p.a. However, the Company shall not be liable for any damages/compensation on this account.
14. THAT Allotment made by the Company shall be provisional and the Company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, location, Block, increase / decrease in the Super Area of the said area. That the opinion of Company's Architects on such changes will be final and binding on the Allottee(s).
15. THAT the intending Allottee(s) shall clear all his dues along with Stamp Duty amount and other charges within 30 days from the date of issuance of final notice of possession. The possession of the area shall be handed over to the Allottee(s) 21 days thereafter clearance of all the dues. In case the Allottee(s) fails to take over actual physical possession of the area within 21 days of clearance of all his dues, the intending Allottee(s) shall be deemed to have taken possession of the area and holding charges @..... per sq. ft. per month of the Super Area and maintenance charges, as determined by the Company/ Maintenance Agency, shall also be payable by the Allottee(s) from the date of offer of possession of the area.
16. THAT the intending Allottee(s) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities & installations of the Landmark Corporate Centre, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Landmark Corporate Centre.
17. THAT the intending Allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities in the Complex, as determined by the Company or its nominated agency. The Maintenance Charges @ ..... per sq.ft.. (indicative / approx.) per month of total super Area for a period of 3 years, shall be payable in advance before the Possession of the area handed over to the Allottee(s). The Company reserves the right to revise these charges at the time of final notice of possession and the intending Allottee(s) undertakes to pay maintenance charges at such revised rates.
18. THAT in addition to the payment of maintenance charges, the Allottee(s) shall pay Interest Free Maintenance Security (IFMS) of Rs..... per sq. ft. of the area. The Security Deposit / Fund and / or interest earned on this Deposit /Fund shall be utilized towards replacement, refurbishing, major repairs of plants, machinery etc. installed in the said premises or towards any unforeseen occurrence necessitating such unforeseen expenditure in future.
19. THAT the common facilities in the Corporate Centre Like Conference Hall, Meeting Rooms, Cafeteria and other common usable services are individual profit Centre's and all services provided will be paid as per their norms.
20. That the operation and maintenance of DG Power Supply System/Power Backup system shall be the responsibility of the concerned maintenance agency and the Company shall not be liable for any default on their part to provide the same. The liability of the Company in respect of Power Supply and Power Backup is limited to installation of requisite equipments. The allottee(s) further undertakes to pay for the electricity consumption charges as and when demanded by the Company/Maintenance Agency for such use.
21. That the intending Allottee shall pay separately towards Club Membership & Registration Charges as and when demanded by the Company.
22. THAT the intending Allottee(s) may get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the intending Allottee has paid at least 30% of the total consideration and cleared all dues till that date and on such conditions/ guidelines/charges as applicable.
23. THAT the intending Allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Intending Allottee(s) shall be responsible for any default in payment and/or other consequences that might accrue therefrom.
24. THAT it is agreed and understood by the intending allottee(s) that the present application and the allotment of the area are limited and confined in its scope only to the said area and right of ingress and egress in the said premises.
25. THAT the intending Allottee(s) undertakes to abide by all rules and regulations, guidelines or laws as may be made applicable to the said area/premises from time to time.
26. THAT the Allottee(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
27. THAT the allotment of the area is at the discretion of the Company and the Company has a right to reject any offer/application.

28. Joint Applications: The Applicant(s)/ Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/ all and the joint intending Allottee(s) shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly as well as severally.
29. Rights of Owner/Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authorities. Such additional structures and storeys shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect there of.
30. That the specifications of the unit are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
31. That the Company shall provide Fire Safety measures as per existing Fire/ Safety code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the intending allottee(s) shall pay for the same, on pro-rata bases.
32. The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in part 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.
33. That the company in its sole discretion may permit substitution of the name of the nominee(s) in place of the Applicant(s) / Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.
34. All taxes, whether levied or to be levied in future, on the land and/ or on the said Unit shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).
35. 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 Unit subject to the Said Unit being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall have the first lien / charge on the Said Unit 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.
36. FORCE MAJEURE - Development & construction of LANDMARK CORPORATE Centre is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.
37. THAT Courts at Gurgaon shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

I/We declare that the above terms and conditions have been read and/understood by me/us and the same are acceptable to me/us.

.....

(Sole /First Applicant)

Place .....

.....

(Second / Joint Applicant)

Date .....

Annexure A

**SCHEDULE OF PAYMENTS - OFFICE UNIT**

**Prices**

Basic Sale Price	As applicable
Preferential Location Charges	As applicable

**Down Payment Plan**

On Booking	10% of Basic Sale Price
Within 45 days of Booking	90% of Basic Sale Price
On Intimation for Possession	EDC + IDC + IFMS + Stamp Duty & Registration Charges + Car Park

**Construction Linked Installment Payment Plan**

S.No.	
1	On Booking 1 Lacs
2	commencement of excavation 10% of Basic Sale Price
3	On Casting of 3rd Basement Roof Slab 10% of Basic Sale Price + 50% EDC
4	On Casting of 1st Basement Roof Slab 10% of Basic Sale Price
5	On Casting of Ground Floor Roof Slab 10% of Basic Sale Price + 50% EDC
6	On Casting of 2nd Floor Roof Slab 10% of Basic Sale Price
7	On Casting of 4th Floor Roof Slab 10% of Basic Sale Price + IDC
8	On Casting of 6th Floor Roof Slab 10% of Basic Sale Price
9	On Casting of 8th Floor Roof Slab 10% of Basic Sale Price
10	On Casting of Top Floor Roof Slab 5% of Basic Sale Price + 50% Car Park
11	On Completion of Exterior Façade 5% of Basic Sale Price + 50% Car Park
12	Notice of Possession Registration + Stamp duty +IFMS

**Notes :**

1. In case of Down Payment Plan the investor will get 12 % per annum assured return on the BSP till the notice of Possession
2. External Development Charges (EDC) and Infrastructure Development Charges (IDC) are pro-rated per unit as applicable to this Commercial site and are not included in the Basic Sales Price.
3. Stamp Duty/registration and IFMS charges shall be payable along with the last installment based on prevailing Rates.
4. Prices subject to revision at the sole discretion of the company.
5. Cheque should be drawn in favour of **"Landmark Apartments Pvt. Ltd."**