

To

M/s Vardhman Buildtech (P) Ltd.
B-6-7/19, DDA Shopping Complex,
Safdarjung Enclave, New Delhi - 110029

Please affix
passport size
photograph

Please affix
passport size
photograph

First Applicant Second Applicant

Dear Sir/s

Subject : Application for booking of a Residential Unit in your upcoming project Springdale at Sector – 3, Village Dharuhera, Haryana

I/we wish to book a _____ bed room residential flat admeasuring a tentative super area of _____ square feet in your up coming project, situated at Dharuhera, Haryana.

I/we am/are enclosing herewith a cheque / draft no _____ dated _____ for Rs. _____/- (Rupees _____) in favour of M/s Vardhman Buildtech Private Limited (herein after called the developer), towards an advance for the booking of the opted residential flat, subject to the following terms and conditions contained herein.

1. That the applicant specifically understands:
 - a. That the developer has been granted all the rights for the marketing/development of the project namely '**Springdale**' situated at Dharuhera, Haryana.
 - b. That the applicant(s) has understood the extent of rights, title and interests of the Developer in the said Project and in the said land.
- 2.. That I/we have booked the flat at the rate of Rs. _____ per square feet of super area and the tentative area of the flat is _____. I/we am/are paying a booking amount of Rs _____ as mentioned above and I/we agree to pay the balance in installments as per the payment plan which I/we have separately signed and in addition, I/we agree to abide by the following terms and conditions.
 - a. That I / We acknowledge that the developer has readily provided all information & clarifications as required by me/us and I/we have not unduly relied upon the same and am/are not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the developer. I/We had myself/ourselves made enquiries from

my/our own sources with respect to the representations made by the developer and only after my/our satisfaction I/We am/are entering into the present agreement.

- b. That the applicant/s have understood and accepted the plans / specifications shown to him/them which are tentative and are kept at the developers office and I/We understand that the developer may make such variations, additions, alterations and modifications therein as it may in its sole discretion, deem fit and proper or as may be done by any competent authority.
- c. That performance by the developer of its obligation under the present application form is contingent upon approvals to be granted by various statutory authorities/local bodies/departments, from time to time and subject to all applicable laws/notifications/conditions as imposed by these authorities. I also understand that in case the above project is abandoned by the developer for the reasons beyond the control of the developer, then I/we shall only be entitled to refund of my amount paid in respect of the booked unit without any interest or compensation / damages.
- d. The applicant/s has fully satisfied himself/themselves about the right, title and interest of the Company in the said project on which the said apartments are to be constructed/being constructed and understands all limitations and obligations in respect of it. The applicant/s have understood the concept of apartment ownership/user & living and the fact that the ownership and occupation of an apartment in the said complex will be subject to a number of restrictions and also obligations as detailed in the Builder's Buyers Agreement of the Company. The builder buyer agreement shall be in standard format and the applicant agrees to sign it, as and when asked by the company to sign the same. The amount paid to the extent of 15% of the total cost of the unit shall constitute the earnest money which shall stand forfeited in case of delay in payment / failure in payment of instalments and / or breach of any of the terms and conditions of allotment and also in the event of the failure by me/us to sign the Buyer Agreement / Allotment Letter / Maintenance Agreement or any other related document as & when asked by the developer in future.
- e. Notwithstanding what is stated herein, the applicant hereby specifically agrees and acknowledges that the timely payment of instalments and also the other charges including allied charges, registration charges, maintenance charges etc., is the essence of the terms of the booking / allotment. Interest @18% p.a. shall be payable by the applicant (s) in case of failure to pay the instalments and other dues by due date. However, if payment is not received within 60 days from the due date, or in case of failure to pay two consecutive instalments, or in the event of breach of any terms and conditions of this allotment by the applicant(s), the allotment will be cancelled at the sole discretion of the developer and the earnest money (15% of the total cost of unit) paid to the developer by the applicant(s) shall stand forfeited. The balance amount, if any, shall be refunded to the applicant(s) without any interest after the said unit is allotted to some other intending allottee / buyer.

- f. The allotment of the said unit shall be solely at the discretion of the developer and shall be provisional. The allotment shall only be confirmed upon the execution of the Buyer's Agreement in its standard format / maintenance agreement or any other document as required by the developer. It is also understood by the applicant that the developer may incorporate additional terms and conditions in the Buyer's Agreement / Allotment Letter over and above the terms and conditions of allotment as set out in this application. The applicant specifically understands that the registration / allotment does not confer any right, title & interest in the unit and the right of the applicant begins only after the full payment is made and possession of the unit is handed over to the buyer.
- g. All existing and new, statutory charges and other levies, rates, tax, charges, cess, VAT, service tax, lease rent, water electricity charges etc. demanded or imposed by the Authorities/concerned departments on the project, shall be payable proportionately by applicant(s) / allottee(s) from the date of booking to the developer.
- h. Rates agreed herein are charged on the basis of per sq. ft of Super Area which includes the covered area, the area under the periphery walls, area under the columns and walls, the area utilized for common use, services and facilities etc.
- i. That I/We agree that in case there is any variation to the extent of $\pm 15\%$ in super area of the unit agreed herein / allotted and actually available at the time of possession then in such case the payment for the excess/shortfall in area shall be paid/adjusted in future instalments, as the case may be, proportionately at the same rate as agreed herein. However should such variation of upto $\pm 15\%$ in area be unacceptable to me/us then my/our booking shall be treated as cancelled and the entire amount paid by me/us shall stand forfeited & I/we shall be left with no right, lien or interest in the unit. However it is agreed that in case the variation of super area is more than $\pm 15\%$ & is unacceptable to me/us then in that situation, I/We shall be entitled to cancel the booking / allotment and claim the refund of the entire amount paid by me/us, without any cost, interest or damages.
- j. I/we understand that as and when the booked unit is ready for possession, the developer or any other person / authority at the instance of developer shall confer me/us with a valid title of the booked unit by execution of sale deed / builder buyer agreement / GPA / lease deed or any other document confirming a valid title of ownership and possession subject to the condition that all dues/demands/instalments in respect of the booked unit are paid by me. I understand that, I shall clear all dues towards the unit and shall pay the registration fee, stamp duty and other charges, before taking possession of the unit.

- k. That I understand that the registration does not in any manner guarantee the allotment of the Unit to me. It is also understood that the developer reverses all rights to cancel my registration at any point of time, even without assigning any reason. In case of such cancellation, I/We would raise no claim of any nature monetary or otherwise except that the advance money paid by me/us shall be refunded to me/us after deducting commission / discount paid, if any.
- l. Applicant(s) / Allottee(s), having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as let down in Foreign Exchange Management Act, 1999 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment/consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/Developer, the amount paid towards booking and further considerations will be forfeited by the Developer and the allotment shall be cancelled forthwith. The Developer will not be liable in any manner on such account.
- m. I/we agree that my registration / allotment (if granted) and all rights emanating there from shall be non-transferable and same could only be transferred after obtaining the prior written permission from the developer. I understand & agree that I shall pay to the developer for obtaining such permission of transfer, the processing fee as prescribed by the developer from time to time.
- n. That the company reserves the right to raise loan on the project from Banks / Financial Institutions or any other source prior to the possession including by way of mortgage of the land/project. However the unit shall be free from all encumbrances at the time of execution of title documents.
- o. That the applicant(s) understands that he/they shall have no right in the common areas of the project viz. lobbies, staircases, lifts, corridors, roofs, club etc., at any point of time, whether prior or after the applicant(s) gets the valid rights in the unit.
- p. That I/we agree that EDC/IDC, Infrastructure Development charges, and any enhancement thereof by the government shall be charged extra. PLC, Parking, Club Membership, EEC/FFC, power backup charges, payment of monthly maintenance and all other payment/charges whatsoever from time to time as determined by the company / any other authority shall be charged extra.
- 3. I understand that in case of joint applicants, all communications shall be sent by the developer to the first applicant only, at the address given by him/her for mailing and which for all purposes be considered as served on all applicants and no separate communication shall be sent to the other applicants.

4. That in case, if any dispute arises between the parties, then the same shall be referred to arbitration of a sole arbitrator, who shall be appointed by the Developer only. The place and venue of the arbitration shall be in Delhi only and the courts at Delhi alone shall have the jurisdiction to entertain any dispute.
5. The rates are mentioned in clause (2) here in above shall be subject to change without notice at the sole discretion of the developer for all future bookings, however for this registration the price shall be fixed and the price prevailing at the time of registration shall be applicable.

First Applicant

Name _____

S/o _____

Address _____

D.O.B _____

Phone Nos. _____

E-mail _____

PAN _____

Second Applicant

Name _____

S/o _____

Address _____

D.O.B _____

Phone Nos. _____

E-mail _____

PAN _____

Details of Unit required :-

1) Unit Measuring (approx.) _____ Sq. Feet Super Area

2) Payment Plan:-

Down Payment

Installment

3) Preference (Subject to availability)

4) Parking :-

Covered

Open

I/We have understood the content of this application and agree to abide by all the terms and conditions stated therein.

Declaration

I/We, the applicant(s) do hereby declare that my/our above particulars/information given by me/us are true and correct and nothing material has been concealed there from. I/we undertake to inform the developer as and when any of the above particulars are changed.

Signature of the first applicant

Signature of second applicant

Signed at New Delhi

Date: