



M/s Exact Developers & Promoters Pvt. Ltd.

(hereafter referred to as the Company)

E-42/3, Okhla Industrial Area-II,

New Delhi-110020.

Dear Sirs,

I/We request that I/We may be registered for allotment of a Commercial Space in proposed complex in Manesar, Gurgaon, Haryana (hereafter referred to as the "Project") being marketed by M/s Vipul Limited.

I/We agree to sign and execute, as and when required by the Company, Buyers Agreement and / or such other document(s), on the Company's standard format and I/We agree to abide by the terms and conditions of Sale.

I/We remit herewith a sum of Rs..... (Rupees....)
.....by Demand Draft/Cheque No. Dated in favour of
"M/s Exact Manesar Project Sales A/c." Drawn on Bank being the
Registration money.

I/We further agree to pay further installments as requested as per payment plan opted by me/us and annexed hereto.:-

01. **FIRST APPLICANT** Mr. /Mrs/Ms. _____

Status Major / Minor Age: _____

Residential status Resident/Non-Resident/Foreign National of Indian Origin/
Others _____ (Please specify)

Nationality _____
S/W/D of _____
Mailing Address _____
_____ Pin _____

Telephone Office (_____) _____
Residence (_____) _____
Mobile _____ e-mail _____ Fax _____

Permanent Address _____
_____ Pin _____ Phone _____ STD Code _____

PAN. _____
Ward/ Circle/Range (where assessed) _____
Office Name & Add _____

02. **SECOND APPLICANT** Mr./Mrs./Ms _____

Status Major / Minor Age: _____

Residential status Resident/Non-Resident/Foreign National of Indian Origin/
Others _____ (Please specify)

Nationality _____

S/W/D of _____

PAN. _____ Ward/ Circle/Range _____

Office Name & Add _____

Telephone Office (_____) _____
Residence (_____) _____
Mobile _____ e-mail _____ Fax _____

03. **Provisional Registration :**

(i) UNIT No. _____ (ii) Tower/Block/Building No _____
(iii) Floor _____ (v) Area _____ SQFT. (Approx.)

04. **Payment plan opted : A or B**

Basic Price Rs. _____
Others _____

TOTAL PRICE PAYABLE **Rs.** _____

TOTAL AMOUNT PAYABLE **Rs.** _____

I/We, the above applicant(s) do hereby declare that the above particulars /information given by me/us are true and correct and nothing has been concealed therefrom.

Signature(s)

(First Sole applicant)

(Second Applicant)

Date:

Notes :

- (i) Plan (A) Down Payment Plan / Plan (B) Progress Linked Installment plan
- (ii) All Cheques / Drafts to be made in favour of " _____ " payable at New Delhi only.
- (iii) Disputes if any are subject to the exclusive jurisdiction of Gurgaon Courts.

FOR OFFICE USE ONLY

(i) Application : Accepted / Rejected

(ii) Provisional Registration of Unit :

(1) Unit No. _____ Floor _____

(2) Super Area _____sqft.

(3) Basic Rate _____ Net Rate _____

(4) Basic Cost Rs. _____

(5) Discount _____

(6) Basic Price Rs. _____

TOTAL PRICE PAYABLE **Rs.** _____

TOTAL AMOUNT PAYABLE **Rs.** _____

(iii) Payment Plan : A/B (iv) Type of account : SB/CA/NRE

(V) Earnest Money Received vide R/ No. _____ Date _____
Rs. _____(Rupees _____)

(VI) Mode of booking _____)

(VII) Special instructions/comments _____

(Authorised Signatory)

Date:

GENERAL TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF UNIT (COMMERCIAL SPACE) IN MANESAR, GURGAON, HARYANA

Terms and Conditions

1. **THAT** the Intending Allottee(s) has applied for registration for allotment of an UNIT in the Project with full knowledge of laws, notifications and rules applicable to this area.
2. **THAT** the Intending Allottee(s) has fully satisfied himself about the interest and title of the Company in the land comprised in Project and has verified all approvals available with the Company with regard to the Project.
3. **THAT** the Intending Allottee(s) shall pay to the Company the consideration, as per the payment plan **annexed** hereto.
4. **THAT** the Intending Allottee(s) shall pay the basic price and other charges on the basis of “*Super Area*” which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the Services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas, etc.;
5. **THAT** the time of payment of instalments 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 and sale. In case, the payment of any installment is delayed, the Intending Allottee(s) shall be liable to pay interest, calculated from the due date of the outstanding amount, @18% p.a. compounded at the time of every succeeding installment. However, if 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 forfeit the entire amount of Earnest/Registration money deposited by the Intending Allottee(s) and in such a case the allotment of the said UNIT shall stand cancelled and the Intending Allottee(s) shall be left with no right or lien on the said UNIT. The amount paid, if any, over and above the Registration/Earnest money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Intending Allottee(s).
6. That Earnest Money shall be deemed to be 10% of the Total Amount Payable.
7. **THAT** the Basic Price is exclusive of the Infrastructure Development charges (IDC) and External Development Charges (EDC) for services to be provided by the Haryana Govt., and in the event of any levy or increase in the Infrastructure Development charges and External Development Charges, thereafter, the same shall be payable by the Intending Allottee(s) proportionately as and when demanded by the Company.
8. **That** the Intending Allottee(s) shall pay directly or if paid by the Company then reimburse to the Company, on demand the IDC and EDC, demands from NHAI, Government rates, taxes, levies, cesses of all and any kind by whatever name called, whether levied or leviable in future on the UNIT or the Project complex, as the case may be, as assessable / applicable from the date of this application from the Intending Allottee(s). At present EDC and IDC are not applicable on the Project.
9. **THAT** all taxes and statutory levies presently payable in relation to land comprised in Project have been included in the price of the UNIT. However, in case, any further increase and/or any fresh tax, charges, cess, duty, levy, etc., by the Govt. or other statutory Authorities, the same shall be payable by the Intending Allottee(s) proportionately on demand by the Company.
10. **THAT** if for any reason the Company is not in a position to allot the UNIT applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited after deduction of interest, charges and other dues, payable by the Intending Allottee(s). However, the Company shall not be liable for any compensation on this account.
11. **THAT** the Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when found necessary. Such alterations may include change in the Floor, Block and number of the UNIT. To implement any such change and if considered necessary a supplementary agreement, may be executed with the Intending Allottee(s). Further, if there is any increase/decrease in the super area of the UNIT, revised price will be payable/adjustable at the original rate at which the UNIT has been booked for sale.

12. **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.
13. **THAT** after completion of UNIT and receipt of full consideration, stamp duty, or other charges payable by the Intending Allottee(s), the conveyance deed shall be executed in favour of the Intending Allottee(s). Presence of the Intending Allottee(s) is required before the registration Authorities and the Intending Allottee(s) shall make himself /herself/themselves available for the purpose.
14. **THAT** the Intending Allottee(s) shall sign and execute, as and when required by the Company, Buyers Agreement and / or such other document(s), on the Company's standard format and undertakes to abide by the terms and conditions of Sale
15. **THAT** the Intending Allottee(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the complex, 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 UNIT.
16. **THAT** as and when required, the intending Allottee(s) will sign and execute all other Agreements and / or for the purpose of obtaining Electricity, Power Back-up facility, etc.
17. **THAT** the Intending Allottee(s) shall pay maintenance charges for maintenance of various common services and facilities (excluding internal maintenance of the UNIT) in the complex, as determined by the company or its nominated agency until those services are handed over to the Association of Residents. The maintenance charges shall be payable in the manner as stipulated in the Maintenance Agreement executed by the Intending Allottee(s).
18. **Further**, in addition to the payment of maintenance charges, the Intending Allottee(s) shall pay a Interest Free Maintenance Security (IFMS) towards creation of a "SINKING FUND". The Security Deposit and / or the interest earned by the Company from this "SECURITY DEPOSIT", shall be utilized towards cost of replacement, refurbishing, major repairs of the plants and equipment etc., installed in the said complex or towards any unforeseen contingency occurring in future.
19. **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 means are required to be provided, the Intending Allottee(s) shall pay for the same, on pro-rata basis. The Intending Allottee(s) undertake to pay such amounts within 30 days of such demand.
20. **THAT** the Intending Allottee(s) is entitled to get the name of his nominee substituted in his/her place with prior approval of the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper and as per the guidelines issued by the local Authorities, if any, in this regard and upon payment of applicable transfer and / or administrative charges.
21. **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 will be deemed to have been received by him/her at the time when those should ordinarily reach such address. Intending Allottee(s) shall be responsible for any default in payment and/or other consequences that might occur therefrom.
22. **THAT** the Intending Allottee(s) undertakes to abide by all the laws, rules and regulations including the **Haryana Apartment Ownership Act 1983** or any other law as may be made applicable to the said UNIT/complex.
23. **THAT** the Intending Allottee(s) shall solely be responsible for compliance with all applicable laws, notifications, guidelines, etc. for purchase of immovable property in India including but not limited to compliance with FEMA and other laws as applicable.
24. **THAT** the Intending 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. required for the purpose.
25. **THAT** the allotment of UNIT is the discretion of the company and the company has a right to reject any offer/ application.
26. **THAT Gurgaon** Courts alone shall have the jurisdiction in all matters arising out of and/or touching or concerning this transaction.

I/we, the above applicants do hereby declare that the above particulars/information given by me/us are true and correct to the best of my knowledge and nothing has been concealed therein.

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

(First Applicant)

(Second Applicant)

DOWN PAYMENT INSTALMENT PLAN 'A'
REBATE 06 % ON BASIC SALE PRICE

At the time of Registration	:	15 % of BSP
Within One month of Registration	:	80 % of BSP
On final notice of possession	:	05 % of BSP + Stamp Duty Charges as Applicable + registration & other Charges (as applicable)

CONSTRUCTION LINKED INSTALMENT PLAN 'B'

At the time of Registration	:	15 %
Within 30 days of Registration	:	10 %
Within 60 days of Registration	:	10%
**On Completion of Foundation	:	10%
On Casting of Ground Floor Roof	:	10%
On Casting of 2 nd Floor Roof	:	7.5%
On Casting of 4 th Floor Roof	:	7.5%
On Casting of 6 th Floor Roof	:	5%
On Casting of Top floor Roof	:	5%
On Completion of Masonary Work	:	5%
On Completion of Internal Plumbing (GI / CI)within UNIT	:	5%
On completion of Internal Plaster within UNIT	:	5%
On final notice of possession	:	5% + Stamp Duty Charges and other chargers as applicable

** This Instalment and the subsequent Instalment(s) in the above Instalment Plan shall become payable on demand irrespective of the serial order in which they are listed above.

*** Any levy and / or increase in EDC and IDC if any, shall be borne by the Intending Allottee(s)

Signature of Intending Allottee(s)

Place:
Date :

BSP-Basic Sale Price