



SRS REAL ESTATE LIMITED
Application for Allotment by Sale of Residential Flat in
“SRS Pearl Heights” at Sector-87, Faridabad (Haryana)

Photo of
Applicant (s)

To,
SRS REAL ESTATE LIMITED
SRS Multiplex, Sector-12, Faridabad.

Dear Sir,

I* request that I may be allotted a built up residential flat, with following preferred particulars, in your project named “SRS Pearl Heights”, **Sector- 87, Greater Faridabad, Haryana.**

Flat No.	
Floor No.	
Tower No.	
Super Area of flat (Sq. ft.)	
Basic Sale Price	

I hereby pay a sum of ₹_____ (Rupees_____ only) by Cash/Bank Draft/Cheque No. _____ dated _____ drawn on _____ towards booking amount.

I understand and agree that this application is a mere request for allotment and the same does not constitute or create any right, title or interest whatsoever in my favour in respect of the Residential Flat applied for notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. In the event a residential Flat is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any fresh incidence of tax in terms of the Payment Plan, as stipulated in this application.

I understand and agree that the allotment shall become final only after I sign and execute the necessary documents/affidavit including Standard Flat Buyer's Agreement on the company's Standard format and agreeing to abide by the terms and conditions laid down therein. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Flat, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/Affidavits including Standard Flat Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company.

I agree and undertake to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of the earnest money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, as laid down hereinafter.

* The reference in this Application Form to the Singular i.e. “**I/Me/My**” includes the Plural i.e. “**We/Our/Us**” in case of more than one Applicant.



My particulars are:-

	Sole/first applicant	Second applicant (if any)
Name		
S/D/W of		
Permanent Address		
Correspondence Address		
Phone Nos.		
E-mail-Id		
Permanent Account No. (PAN)		

I confirm that all correspondence to me should be made in the name of Sole/First Applicant at my address given above and all notices/letters sent by company at that address shall be deemed to be duly delivered to both the applicants.

I agree to abide by the indicative terms and conditions, payment plan and tentative specification attached with this application, which I have carefully read, understood and signed in token of acceptance thereof

Yours Faithfully,

Date: _____

Signature of applicant (s)

Registered Associates, If any

Price List
For Residential Flat in “SRS Pearl Heights” at Sector-87, Faridabad (Haryana)

Accommodation	SUPER AREA (Approx)	Basic Sale Price		Inaugural discount till withdrawn by company	Net Basic Sale Price after Inaugural discount (₹)	BOOKING AMOUNT (₹)
		Floor	Amount (₹)			
2 Bedroom, Study Room Living & Dining, Kitchen, 2 Toilets, 2 Balcony	1290 Sq. Ft.	Podium with Personal Lawn	37,49,000/-	1,00,000/-	36,49,000/-	250000/- + 6438/- (Service Tax) = 2,56,438/-
		1 st to 5 th	33,49,000/-	1,00,000/-	32,49,000/-	
		6 th to 11 th	32,49,000/-	1,00,000/-	31,49,000/-	
		12 th to 16 th	30,99,000/-	1,00,000/-	29,99,000/-	
		17 th to 20 th	29,49,000/-	1,00,000/-	28,49,000/-	

Development Charges	₹ 225/- Per Sq. ft.
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Other Charges

1	Power Backup Installation Charges	1 KVA Free
2	One Covered Car Parking	Free
3	EEC and FFC	No Extra Charges
4	Utility Connection Charges (UCC)	No Extra Charges
6	Preferential Location Charges– Green Facing (Upto 12th Floor)	₹ 75/- Per Sq Feet

Note:

1. Service Tax, as applicable will be payable extra by applicant/customer/allottee, extra
2. “Development Charges” or “DC” shall mean the amount charged by the Company from the Applicant(s) towards the payment of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as presently charged by the HUDA, DTCP or the Government of Haryana and cost of other development works as to be undertaken by the Company within the Group Housing Colony which are not charged specifically anywhere else. The final amount of Development Charge shall be determined upon finalization of EDC by the Government.

Payment Plans
For Residential Flat in “SRS Pearl Heights” at Sector-87, Faridabad (Haryana)

<u>DOWN PAYMENT PLAN</u>	
Down payment discount/rebate	8% of BSP
Booking Amount	₹ 250000/- + 6438/- (Service Tax) = 2,56,438/-
Within 60 days of booking	95% of BSP to be completed + 100 % of DC & Other Charges
At the time of offer of possession	Balance Amount + Other Charges (as applicable)

<u>CONSTRUCTION LINKED INSTALLMENT PLAN</u>	
Booking Amount	₹250000/- + 6438/- (Service Tax) = 2,56,438/-
Within 60 days of Booking	Payment of 20% BSP to be completed
Within 120 days of Booking	10% of BSP + 50 % of DC
On Casting of Foundation	5% of BSP + 50 % of DC
On Casting of Basement Roof Slab	7.5% of BSP + 25% of Other Charges
On Casting of Second Floor Roof Slab	7.5% of BSP + 25% of Other Charges
On Casting of Fifth Floor Roof Slab	7.5% of BSP + 25% of Other Charges
On Casting of Eighth Floor Roof Slab	7.5% of BSP + 25% of Other Charges
On Casting of Eleventh Floor Roof Slab	7.5% of BSP
On Casting of Fifteenth Floor Roof Slab	7.5% of BSP
On Casting of Last Floor Roof Slab	7.5% of BSP
On Completion of Internal Plaster	5% of BSP
On completion of Flooring	5% of BSP
On offer of Possession	Balance Amount + Other Charges (as applicable)

Note:

1. 3% Timely payment discount shall be given on each installment of BSP (Except Booking Amount). If installment are paid on or before due date.
2. Service Tax, as applicable shall be payable by applicant alongwith installments.
3. Interest Free Maintenance Security (IFMS) @ ₹ 50/- per sq. ft. and club charges of ₹ 75,000/- at the shall be payable time of offer of possession.

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS
APPLICATION FOR ALLOTMENT OF A RESIDENTIAL FLAT AT
SRS Pearl Heights, SECTOR-87, FARIDABAD (HARYANA)

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Flat Buyer's Agreement which would be executed between the Applicant(s) and the Company.

1. The Applicant(s) has applied for allotment of a Residential Flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this Housing Complex in particular which have been explained by the Company about the Standard Flat Buyer's Agreement and perused/understood by him/her/it. In case of Podium Flat, Landscaped Podium Area shall be used only as open garden/green area, whereon Applicant(s) shall have no right to raise/construct any temporary or permanent structure and maintenance of this landscaped podium area shall be the responsibility of applicant(s) only. Applicant(s) also agree and understand that all plans and specifications of said flat are tentative, which are subject to change/alter as per directions of competent authority or as per discretion of company or its architects. This Group Housing Colony will have stilt parking at ground level, then podium flat/floor, thereafter First, Second, Third Floor(s).
2. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Flat and right and title of the Company in the land on which the said Flats are being developed and the license that has been issued in favour of the Company. The applicant has understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that he does not require any investigation on this and that there will not be any further investigations or objections by him/her/it in this respect.
3. The Applicant(s) shall execute the Standard Flat Buyer's Agreement with the Company, within 15 days from the date of communication along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Flat Buyer's Agreement.
4. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("**Maintenance Agreement**") in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Flat owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or execution of conveyance deed of the said Flat. The Applicant(s) further undertakes to pay the required Security Deposit and maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money.
5. The Applicant(s) understands and agrees that the Super Area of the Flat shall be the sum of Covered Area of the Flat and its non-exclusive prorata share of Common Areas in the Colony up to its periphery including all elevation features/projections.



6. The Applicant(s) shall make all payments of the agreed sale price of the said Flat as per the Payment Plan on the super area, along with the other charges as mentioned or stipulated therein, the Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Flat in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Flat Buyer's Agreement. Timely payment of all installments demanded by the Company shall be the essence of this offer for booking of the residential flat.
7. The Applicant(s) understands and agrees that the total Sale Consideration shall include, but not limited to, Basic Sale Price, DC, PLC, CMC, IFMS, CPC, ECC, FFC, PBIC, Administrative Charges and, or any other charges including any enhancements on any of these constituents as per the demands raised by the Company to the Applicant(s) in respect to the Flat, in accordance with the terms of the Agreement. However, the Non-Refundable Amount shall not form the part of the total Sale Consideration.
8. The Applicant(s) agrees and undertakes to pay the Basic Sale Price, Development Charges, Preferential Location Charges (for superior location, Corner Flats etc.), Car Parking Space Charges, IFMS, ECC, FFC, PBIC, Club Membership Charges, VAT, Service Tax, Maintenance Charges, and all other charges as may be communicated from time to time. The Applicant(s) shall be further liable to pay any enhanced Development Charges, or any tax/charges including any Fresh Incidence of Tax as maybe levied by the Government of Haryana/Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super area of the Flat without any demur and protest.
9. The Applicant(s) further understands and agrees that in case the Applicant(s) fails to make payment of the amount against the first demand raised by the Company after booking / registration of the Flat then in such event his offer for booking/registration in respect of the residential Flat applied for shall be cancelled and the amount deposited by the Applicant(s) at the time registration / booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
10. The Applicant(s) understands and agrees that in case the full / complete booking amount is not received by the company, the provisional booking made shall be treated as invalid and cancelled and the company shall refund the partial booking amount received to the Applicant(s) without any interest after deducting the processing fee of ₹ 25000/- The Applicant(s) agrees and undertakes that he shall not raise any claim, objection , protest or demur against the cancellation of the Application for provisional booking / registration of the Flat.
11. That the Applicant(s) understand that 1 (one) Parking Space which would be allotted to him shall be an integral part of the said Flat which cannot be sold/dealt with independent of the Said Flat. The Company at its own sole discretion shall provide open car parking space to the Applicant(s) at the time of possession subject to availability and the Company's decision in this regard shall be final and

binding on the Applicant(s). All clauses of this Application(s) and Flat Buyer Agreement pertaining to the allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so provided, wherever applicable. The Applicant(s) agrees that the Basic Sale Price of the flat is exclusive of reserved car parking space provided to him/her for his/her exclusive use. The Applicant(s) agrees that Parking Space(s) provided to the Applicant(s) shall not be a part of common areas of the Said Building/ Said Complex for the purpose of the declaration which may be filed by the Company under Haryana Apartment Ownership Act, 1983. As the reserved parking space is an integral part/amenity of the Flat, the Applicant(s) undertakes not to sell /transfer/deal with the reserved parking space independent of the Flat.

12. The Applicant(s) agrees that he shall be liable to pay all other charges to the Company/Maintenance Service Provider, as the case may be, as per the Flat Buyers Agreement and the charges as enumerated in the Maintenance Agreement without any protest or demur.
13. Subject to the Applicant(s) making all payments and providing all documents under this Application including but not limited to:-
 - a) The total price of the Flat and the parking space allotted to him;
 - b) Payment of all securities payable to the Company or Maintenance Agency, as the case may be;
 - c) Interest, penal interest etc. on delayed installments;
 - d) All other dues, as set forth in this Application or as demanded by the Company from time to time prior to the execution of the conveyance deed with respect to the Flat, the Company, shall prepare and execute, along with the Applicant(s), a conveyance deed to convey the title of the said Flat in favour of Applicant(s) within a reasonable time.
14. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers, (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s).
15. The Company is in the process of developing the said Housing Complex in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Flat, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super area of the said Flat, revised price shall proportionally be determined by the Company on the basis of the original rate. ‘
16. That 20% of the total sale consideration on the total super area of the Flat shall constitute the “**Earnest Money**”. Timely payment of each installment of the total sale consideration i.e. basic sale price and other charges as stated herein is the essence of this transaction/ agreement. In every case of default in making payment of any installment, irrespective of the type of Payment Plan, applicant (s) shall be

liable to pay interest @ 18% per annum for the period of delay upto three months and 24% per annum where the delay is more than three months. However in case any of the installment remains unpaid after the due date company shall have the right to cancel the allotment and the Company may at its sole option forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) and in such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said Flat and the Company shall have the right to sell the said Flat to any other person. Further the company shall also be entitled to terminate/cancel the allotment in the event of defaults of any terms and conditions of this application. In case the Applicant(s) withdraws his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel / terminate the allotment and after forfeiting the earnest money as stated hereinabove may refund the balance amount to the Applicant without any interest after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature including brokerage charges paid by the Company to the broker in case the booking is done through a broker within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party .

17. The Subject to Clause 40 herein or any other circumstances not anticipated and beyond control of the Company and any restraints/restrictions from any courts/authorities and subject to the Applicant(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Company, whether under this Agreement or otherwise, from time to time, the Company proposes to hand over the possession of the Flat to the Applicant(s) within a period of 36 months from the date of execution of Flat Buyer's Agreement. The Applicant(s) agrees and understands that the Company shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months, for finishing work & applying and obtaining the occupation certificate in respect of the Colony from the concerned authority. The Company shall give Notice of Possession to the Applicant(s) with regard to the handing over of possession, and in the event the Applicant(s) fails to accept and take the possession of the said Flat within 30 days of, the Applicant(s) shall be deemed to be custodian of the said Flat from the date indicated in the notice of possession and the said Flat shall remain at the risk and cost of the Applicant(s).
18. Subject to remittance and adherence, as stated herein as well as the Standard Flat's Buyer Agreement, if the Company fails to offer Possession of the Flat within the stipulated time as stated in clause 17 hereinabove, it shall be liable to pay to the Applicant(s) compensation calculated @ ₹ 5/- (Rupees Five only) per sq. ft. for every month of delay thereafter until the actual date fixed by the Company for handing over of Possession which the both parties agrees is a reasonable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights or claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of Conveyance Deed. The Applicant(s) further agrees and confirms that in the event of the Company abandoning the construction and the development of the Flat, this Application shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s) without any interest thereon.

19. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party.
20. Timely Payments by the Applicant(s) shall be the essence of this transaction. If the Applicant(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts and charges due and payable by the Applicant(s) under the terms and conditions of this Application or by respective due dates thereof or if the Applicant(s) in any other way fails to perform or observe any of the terms and conditions on his/her part herein contained within the time stipulated or agreed to, the Company shall be entitled to cancel/terminate this allotment forthwith and forfeit the Earnest Money along with the interest accrued thereon and late payment charges and any other amount of a non-refundable nature.
21. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
22. The Applicant(s) shall take possession of the said Flat after making the full payment and get the Conveyance Deed executed within 30 days from the date of the Notice of possession issued by the Company subject to terms and conditions of the Flat Buyer's Agreement
23. The Applicant(s) shall not use the said Flat or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, 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.
24. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the new address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Applicant(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).



25. The Applicant(s), only after payment of initial booking amount, shall get 3% rebate on basic sale price on timely payment of each installment and the rebate shall be credited in the account of the Applicant(s) simultaneously by the company. The Applicant(s) understands and agrees that the rebate of 3% given by the company to the applicant(s), subject to the applicant(s) making timely payment of each installment is restricted to the amount of the basic sale price of each installment and the said rebate would not construe and mean rebate against the total sale consideration. The Applicant(s) understands and agrees that the offer of rebate of 3% on timely payment of each installment is at the sole discretion of the Company which can be withdrawn by the company at any point of time without assigning any reason whatsoever. The Applicant(s) further understands and agrees that the present offer of rebate will not apply and cover other charges which are liable to be paid by the Applicant(s).
26. That the allotment letter issued by the Company allotting the Flat in the said Housing Complex shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Flat Buyer's Agreement as stated herein. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Flat Buyer's Agreement shall supercede the terms and conditions as set out in this application. If, however, Applicant(s) fails to execute the necessary documents/affidavit including Standard Flat Buyer's Agreement, within stipulated time and/or fifteen (15) days from the date of offer of allotment and/ or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment and the Company may refund the balance amount to the Applicant(s), if applicable, without any interest after deduction of any interest amount, due or payable, and any other amount of a non-refundable nature within (120) One Hundred Twenty Days from the date of full realization of the sale price after the sale of the Flat by the company to any third Party. No compensation or interest or any charges shall be paid by the company to the Applicant(s)..
27. The Applicant(s) agrees that the allotment, number, size and location of the Flats are tentative and may change during the completion of the Housing Complex. The Company reserves the right to change the allotment, location, size, increase or decrease the number of Flats offered in the Scheme, "SRS Pearl Heights, Sector-87, Faridabad. The Company also reserves the right to delete/withdraw some/all Flats depending on the circumstances. The Applicant(s) shall not have any right to object in this regard.
28. The Applicant(s) understands and agrees that he shall apply for the Home Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the Home Loan to the Applicant(s). The Applicant(s) further understands and agrees that the Company shall not be held responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the said Flat is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed. The Applicant(s) understands and agrees that the Home Loan is a facility and not a condition to the sale of the Flat and that his liabilities to pay the installments and other amount and charges due and payable to the Company shall continue irrespective and notwithstanding the eventualities that his application, if any, for Home Loan in respect of the said Flat is rejected by any Bank/ Financial institution and/or the loan amount is not disbursed in time upon its sanction by the Bank/ Financial institution.



29. The Applicant(s) understands and agrees that he shall have a mere contingent right to transfer his rights in the said Flat in the name of his nominee(s) at any time prior to making the payment of entire Sale Consideration in respect to the said Flat, subject to the absolute discretion of the Company granting or refusing such permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for granting such permission. The Applicant(s) further understands and agrees that he shall not be entitled to transfer his rights in the Flat in the name of his nominee(s) until and unless the Applicant(s) has paid 35% of the Basic Sale Price to the Company.
30. 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.
31. The Applicant(s) agrees 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 Flat subject to the said Flat being free from any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Flat 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.
32. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Flat Buyers Agreement.
33. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act. 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only.
34. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Flat shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation, use and transfer of the Flat and such other conditions as per the applicable laws.



35. The Applicant(s) has confirmed and assured the Company that he has read and understood the Haryana Apartment Ownership Act, 1983, and its implications thereof in relation to the various provisions of this Application and the Applicant(s) has further confirmed that he is in full agreement with the provisions of this Application in relation to Haryana Apartment Ownership Act, 1983, and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.
36. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Flats to anybody or altogether decide to put at abeyance the Housing Complex itself, for which the Applicant(s) shall not have a right to raise any dispute or 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 without any interest.
37. The Applicant(s) understands and confirms that the allotment of the Flat made shall not be construed as sale or transfer under any applicable law and the title to the Flat hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.
38. The Applicant(s) understands and agrees that the basic sale price is escalation free except a situation where the cost of steel, cement and other construction materials increase beyond 10% from the rates prevalent on Sept. 1, 2010. It is further agreed and understood that prices of Steel and other construction material are based on commodity prices as on 01.09.2010. The Company is fully authorized to revise the cost of construction materials, based on market conditions. The revision, if any, shall be intimated to the Applicant (s) at the time of possession. The Applicant(s) agrees and undertakes to unconditionally accept the price revision and pay the escalated amount without any objection or challenge whatsoever.
39. That the Applicant(s) understands and agrees that the component of external development charges (EDC) and infrastructure development charges (IDC) in the DC have been calculated on the basis of charges as demanded by DTCP to the Company. The Applicant(s) understands and agrees that any revision in the EDC and, or IDC charges by DTCP and any increase on such account, even if it is with retrospective effect, shall be payable by the Applicant(s) to the Company on demand, without any demur and protest..
40. The Applicant(s) agrees that in case the Company is unable to deliver the said Flat to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the



allotment of the said Flat in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.

41. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the said Housing Complex in whole or 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 arrangements 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.
42. The Applicant(s) shall have no right to withhold the payment of any installments demanded by the Company on any ground whatsoever, including on account of any dispute or disagreement or grievance or dissatisfaction.
43. The Applicant(s) further agrees and gives his consent that in case at any point of time during the construction of the Housing Complex or thereafter, but before grant of possession if FAR is increased for any reason including change of law or for any other reason whatsoever then the Company shall be allowed to utilize the same and may built further Flats or may construct further Flats in the said building subject to rules and regulation
44. The Applicant(s) agrees that if after receiving the written notice of possession from the company, the Applicant(s) fails, ignores or neglects to take the possession of the Flat within 30 days from the date of Notice of possession, then notwithstanding any other provision contained herein, the Applicant(s) shall be liable to pay charges equivalent to ₹ 5/- (Rupees Five Only) per month per sq. ft. on the total super built up area of the said flat hereinafter referred to as "Holding Charge" and the said flat shall remain at the risk and cost of the purchaser(s). The Holding charge shall be a distinct charge in addition to the maintenance charge and not related to any other charges/consideration and the same shall be determined by the company until the day the Applicant(s) has taken the actual physical possession of said flat. The Applicant(s) shall also be liable and responsible for payment of electricity meter cost or hire charges and such other statutory charges which the Applicant(s) is be liable to pay to the company/nominees/any government or local authority.
45. The Company and/or its Associate Company reserves the right to alter any terms and conditions/clause of the Housing Complex at its discretion as and when considered necessary.
46. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Flat under the Housing Complex. Similarly, in the case of Company applying for the Flat(s), should sign through authorized personnel enclosing an authority letter/board resolution.
47. The Company reserves the right to cancel the allotment of Flat(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.



48. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Flat Buyer's 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 in New Delhi by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or Flat Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

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

Date:

Place:

Signature of applicant(s)