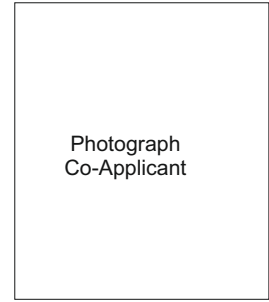
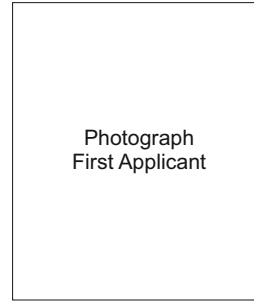


To,

Ashiana Dwellings Pvt. Ltd.
3H, Plaza M-6
District Centre Jasola
New Delhi - 110 025



Dear Sir,

I/We request for allotment of a residential apartment as per details given below in the project **"ASHIANA MULBERRY"** being developed by you at **Sector 2, Sohna, Gurgaon, Haryana**

My/Our particulars are as given below:

SOLE OR FIRST APPLICANT

Applicant's Name	Mr/Mrs/Ms	.....
Father/Husband's Name		.....
Permanent Address		.....
	PIN	..... Phone.....
Correspondence Address		.....
		..... PIN.....
Phone : Resi	Mobile	Office.....
Fax	Email	.....
Date of Birth	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary.....
Residential Status	<input type="checkbox"/> Resident	<input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation	<input type="checkbox"/> Govt. Service	<input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional
Office Name & Address		.....
	
Designation		.....

CO - APPLICANT

Applicant's Name	Mr/Mrs/Ms	.....
Father/Husband's Name		.....
Permanent Address		.....
	PIN	..... Phone.....
Correspondence Address		.....
		..... PIN.....
Phone : Resi	Mobile	Office.....
Fax	Email	.....
Date of Birth	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married, Date of Anniversary.....
Residential Status	<input type="checkbox"/> Resident	<input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin
Occupation	<input type="checkbox"/> Govt. Service	<input type="checkbox"/> Private Sector <input type="checkbox"/> Self Employed <input type="checkbox"/> Professional
Office Name & Address		.....
	
Designation		.....

FOR COMPANIES

**M/s
 a Company registered under the Company Act, 1956/2013, having its Registered Office at

 through its duly authorized signatory (ies) Shri/Smt.
 Authorized by Board resolution dated

(hereinafter referred to as the applicant which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) **(Certified copy of Board Resolution & Memorandum & Articles of Association enclosed)**

** Delete whichever is not applicable

FOR PARTNERSHIP FIRMS / SOLE PROPRIETORSHIP

M/s.
 a sole proprietorship concern through its proprietor / a partnership firm duly registered under the Indian Partnership Act having its office at
through its
 Proprietor / Partner

S/W/D/o authorized by resolution dated

(Hereinafter referred to as the applicant which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their heirs, legal representatives) **(Copy of the resolution signed by all Partners enclosed)**

DETAILS OF RESIDENTIAL UNIT APPLIED FOR:

	Type	Super Built-up Area	Accommodation
<input type="checkbox"/>	A	1730 Sq. Ft. (160.72 Sq. M)	3 BHK 3 Toilets
<input type="checkbox"/>	B	1465 Sq. Ft. (136.10 Sq. M)	2 BHK + Study 2 Toilets
<input type="checkbox"/>	C	1210 Sq. Ft. (112.41 Sq. M)	2 BHK 2 Toilets

(1 Sq. M = 10.76 Sq. Ft)

Unit/Apartment No.
 Floor Tower No.

Right of Exclusive use for Reserved Car Parking Space

Basement Open
 Single Bay
 Double Bay

Payment Plan

Construction Linked Plan (CLP) Possession Linked Plan (PLP)
 Pre EMI Interest Subvention Plan Down Payment
 Any other Plan, please specify

Payment Term Schedule attached as annexure

Basic Sale Price (BSP)	₹
Charges for right of exclusive use of 1 No. Reserved Car Parking Space in _____	₹
Price of Apartment (A)	₹
Preferential Location Charges (PLC) (B)	₹
• _____ Floor ₹ _____ • Green Facing ₹ _____	₹
Other Charges	
Club Development Charges (CDC)	₹
Electrical Substation Charges (ESS)	₹
Fire Fighting Charges (FFC)	₹
Power Backup Installation Charges (____ KVA)	₹
Reticulated Cooking Gas Installation Charges	₹
Additional Space _____ Sq. Ft.	₹
Total (C)	₹
Statutory Charges	
External Development Charges (EDC)	₹
Infrastructure Development Charges (IDC)	₹
Total (D)	₹
Maintenance Charges	
Interest Free Maintenance Security (IFMS)	₹
Advance Maintenance Charges (AMC)	₹
Total (E)	₹
Total (A+B+C+D+E)	₹

INCOME TAX DETAILS:

First Applicant	PAN/GIR No.		Ward No.		Circle No.	
Co - Applicant	PAN/GIR No.		Ward No.		Circle No.	

I/We have read and understood the terms and conditions forming part of this application and agree to abide by the same.

I/We agree to sign and acknowledge acceptance of Apartment Buyer Agreement as and when required by the Company on the standard format. I confirm and accept that my allotment shall be confirmed only upon execution and acknowledgement of the Apartment Buyer Agreement by us and acceptance of the same by the Company.

I/We agree to pay further installments as stipulated/demanded by the Company in accordance with mode of payment agreed upon.

I/We remit herewith a sum of Rs. (Rupees
.....Only) by Cheque /Bank Draft No dated
drawn on (Bank & Branch)

I/We, the above applicant(s), do hereby declare that the above mentioned particulars/information given by me/us are true and correct.

Place :
Date : Signature of First Applicant Signature of Second Applicant

It is mandatory to be filled by the Applicant

I/We, declare and confirm that we have applied for allotment of the above said Apartment/ Dwelling Unit through

Directly Authorised Selling Agent / Broker.

Name of the Broker (if any) :

.....
Signature of First Applicant Signature of Second Applicant

FOR OFFICE USE ONLY

Receiving Officer		Check List for Receiving Officer
Ch./DD/ RTGS No.		<input type="checkbox"/> Booking Amount
Date of Ch./DD/RTGS		<input type="checkbox"/> Customer's Signature on all pages of the application form.
Amount of Ch./DD/RTGS	₹	<input type="checkbox"/> Photocopy of PAN Card / Form 60
Drawn on (Bank name & Branch)		<input type="checkbox"/> For Companies: Memorandum & Articles of Association / Board Resolution
Booking	<input type="checkbox"/> DIRECT <input type="checkbox"/> Authorised Agent	<input type="checkbox"/> For Partnership Firm : Partnership Deed and authorization letter from all partners and Deed registration certificate. For proprietor affidavit attested by Bank.
Agent's Name & Address, Stamp		<input type="checkbox"/> For NRI : Passport Photocopy
		<input type="checkbox"/> For Foreign National : IPI - 7 / Passport Photocopy. NRE / NRDA/c.
		Remarks _____ _____ _____

(Receiving Sales Officer)

(Sales Team Head)

(Customer Care Officer - Site)

(Customer Care Officer - HO)

(Customer Care Head - HO)

(Director)

General Terms & Conditions

Forming part of this Application for Allotment of an Apartment in the Group Housing Project

ASHIANA MULBERRY Sector 2, Sohna, Gurgaon

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms and conditions as comprehensively set out in the Apartment Buyer Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

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.

The **Applicant** herein means the person(s) applying for booking of an apartment in the said Project whose particulars are set out in this Application and who has agreed to the indicative general terms and conditions of this Application given below and who is referred to as the Allottee upon allotment and execution of Apartment Buyer Agreement.

The **Company** means M/s. Ashiana Dwellings Pvt. Ltd.

The **Agreement** means Apartment Buyer Agreement between the Applicant and the Company.

- 1.1 M/s. Ashiana Dwellings Pvt. Ltd. (**Company**) having its Corporate Office at 3H, Plaza M6, Distt. Centre Jasola, New Delhi - 110 025 and Registered office at 5F, Everest, 46C, Chowringhee Road, Kolkata 71 is the Owner of a freehold plot of land situated at Vill. Sohna Sector 2, Sohna, Distt. Gurgaon (**Project Land**) and is developing a Group Housing Project thereon after grant of license and sanction of layout and building plans by DGTCP Haryana and approvals from other competent authorities. The Applicant has applied for allotment of a Apartment in the said Group Housing Project known as "**Ashiana Mulberry**" (**Project**).
- 1.2 The Applicant has, understood and fully satisfied himself about the rights and interests of the Company in the said Project to develop, construct, market, sell transfer and convey apartments, penthouses etc togetherwith reserved car parking spaces and other built-up units/ areas in the Project and has understood all rules, regulations, obligations and limitations in respect thereof which have been explained by the Company and understood by the applicant and there will not be any objection by the Applicant/ Allottee in this respect in future. The Applicant further agrees to abide by the Terms and conditions of all the permissions, sanctions, directions etc. issued/ to be issued by the Government/ competent authorities in this regard to the Company from time to time.
- 1.3 The Applicant has seen and understood the layout plans, building plans and apartment plans and has identified the apartment applied for allotment with the specific knowledge that the designs, dimensions and plans/ layouts of the said Apartment/ Buildings/ Project, although sanctioned, they are subject to change, alterations, modifications, additions, deletions or revisions during the course of construction and development of the Project due to technical or structural reasons, sales and market conditions or other reasons by the Company or the Architect at their sole discretion or may also change due to changes/ modifications required by the competent authority till completion of construction and grant of final Occupation Certificate. Such changes/ variations shall be within permissible and/or compoundable limits or in accordance with any revised layout plans and building plans that may be approved by the DGTCP at any time in future before grant of final Occupation Certificate/ Completion Certificate and the Applicant agrees that it shall not be necessary to seek consent of the Allottee and the Company shall be entitled to do so without any objection or claim from the Applicant.
- 1.4 As per the layout plans it is envisaged that the Apartments on all floors shall be sold as residential dwelling units with proportionate undivided right and share in the Common Areas and Facilities in the Project to be used and maintained jointly by all the allottees of the said Project in accordance with **Haryana Apartment Ownership Act (Act)**.
- 1.5 The applicant acknowledges and confirms that the Company has readily provided all information/ clarification as required by him including statutory approvals regarding the Project, lay-out plans showing the proposed apartments and buildings and common areas and facilities in the Complex and he has done all necessary due diligence in this regard and he has relied solely on his own judgment and investigations in making this application and has not unduly relied upon and/ or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/ sales organizers/ brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Apartment/ Said Building/ Said Project/ Project land, including the size and dimensions and any other physical characteristics thereof or the show flat and estimated facilities/ amenities to be provided in the Project.
- 1.6 The materials, fittings, fixtures, equipment and amenities proposed to be used/ provided/ installed in the allotted Apartment/ Building/ Project by the Company shall generally conform to the specifications detailed in the brochure/ Apartment Buyer Agreement. However the Company shall be entitled to use similar or equivalent quality/ brand materials, fixtures, equipment etc. and the Applicant shall have no claim against the Company in this respect. Further, it is made clear to and agreed by the Applicant that the Company will not be required to entertain any request for modification in the internal lay-out of the said Apartment, its internal finishing and external facade of the building.
- 1.7 Allotment will be made on first come first serve basis. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof. The Applicant further understands and agrees that the booking of the Apartment applied for is subject to payment and realization of due booking amounts. Submission of Application Form alongwith part/full booking amount and/or issuance of any receipt with respect to the same does not, in any manner amount to acceptance of application and allotment of the Apartment. Any provisional allotment made by the Company shall only be confirmed and binding on the Company upon execution of Agreement by the Allottee and the Company.

- 1.8 In case the Allottee desires to withdraw this Application for Allotment, he shall have the option to do so within 30 days from submission of Application by making a request for withdrawal in writing by e-mail and Registered Post A/D. In such a case the Company shall refund the money paid by the Applicant without any interest within 60 days from receipt of written request.
- 1.9 The Applicant agrees to sign and acknowledge acceptance of the Provisional Allotment Letter and/or Company's Standard Apartment Buyer Agreement when called upon to do so by the Company and return all copies duly signed and executed to the Company within 30 days from the date of dispatch, failing which the application for allotment and/or provisional allotment is liable to be canceled/ terminated at the sole discretion of the Company. In event of such cancellation earnest money, brokerage and taxes shall be forfeited and balance refunded within 120 days and the applicant shall be left with no right, interest or claim in the said application/ provisional allotment. No compensation or interest or any costs whatsoever shall be paid by the Company to the applicant.
- 2.1 Upon allotment the Applicant shall pay to the Company for purchase of the Said Apartment the **Price of Apartment** comprising of Basic Sale Price (BSP) computed on the basis of its Super Area and charges for right of exclusive use of Reserved Car Parking Space(s) and in addition shall pay the Preferential Location Charges, if any and Other Charges, statutory charges, taxes, cesses, levies, deposits etc, as detailed in Schedule of Payments as per the Payment Plan opted by the Applicant.
- 2.2 The applicant agrees to pay additionally Preferential Location Charges (**PLC**), if any applicable, as fixed by the Company and in a manner and within the time as stated in the Payment Plan. However, the Applicant agrees that if due to any reason, including but not limited to change in the layout plan of the Project/ Building Plan, (a) any of the preferential location attributes presently applicable to the allotted Apartment gets removed then the Company shall be liable to refund only the amount of such PLC paid by the Applicant by way of adjustment of this sum against next payment to be made by the Applicant. (b) If the allotted Apartment becomes preferentially located due to the said change, then the Applicant shall be liable and agrees to pay additionally PLC charges as stated in the Price List/ Payment Plan. In case of any aforesaid change, the Applicant shall have no other right or claim except as mentioned hereinabove.
- 2.3 The Applicant understands and agrees that in addition to the Price of Apartment and various Other Charges described above and more fully detailed in the Price List/ Schedule of Payments or elsewhere in the Agreement, the Applicant shall also be liable to pay all taxes, charges, cesses, levies including but not limited to Service Tax, VAT, Labor Cess and Statutory Charges/ demands like EDC, IDC etc. as may be applicable on the said Apartment/ Project/ Complex. Further all such taxes charges, cesses, levies, Statutory Charges etc shall be payable by the Applicant even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Apartment.
- 2.4 The Applicant understands and agrees that all the Statutory Charges like EDC, IDC etc. levied/ leviable/ applicable to the Project or any increase thereof by DGTCP or any other Government Authority and payable to the concerned authorities in installments together with normal interest are not included in the Price of Apartment for the said Apartment and shall always be solely to the account of the Allottee and shall be borne and paid by the Allottee in proportion of the Super Built-up area of the said Apartment to the Total Super Built-up area of all the units/ apartments in the Project (excluding EWS units) and shall be payable as per agreed payment schedule.
- 2.5 The Applicant shall make all payments including Application Money by an A/c payee cheque or draft favouring "**ASHIANA DWELLINGS PVT. LTD. ESCROW A/C**" payable at New Delhi. No outstation cheques shall be accepted. All payments shall be subject to their actual realization. The Company will acknowledge receipt of the booking amount through Money Receipt. The date of credit of the payment in Company's aforesaid account shall be deemed to be the date of payment. There will be no other acknowledgment for receipt of the application form or the application money paid.
- 2.6 The Applicant(s) agrees that in case the sale consideration of Unit is Rs. 50 Lacs or above, Buyer shall be liable to make Tax Deduction at Source (TDS) under Section 194 IA of Income Tax Act, which is applicable from 1st June, 2013. Such TDS would be deducted from the amounts being paid by the Allottee to the Company. On every payment, 99% amount is to be paid to the Company and 1% amount is to be paid to Govt. of India (Income Tax Department). The Applicant needs to issue certificate in form 16B to the Company for the same. The Company shall not credit the amount in the account of the Applicant, till the time Applicant has issued the aforesaid TDS certificate to the Company.
- 2.7 Super Built-up Area also referred to as Super Area of the said Apartment for the purpose of calculating the Price of Apartment, PLC and other charges, Statutory Charges etc. for the Said Apartment shall be the sum of:
- i) Built-up area/ Covered area of the said Apartment also referred to as Apartment Area which shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, lofts etc. and half the area of common walls and columns which are common with adjoining/ other apartments/ premises, which form integral part of Said Apartment; and
 - ii) Prorata share of Common Areas and Facilities which shall mean all such parts/ areas within the said Building in which the said Apartment is located and outside the said Building in the Project/ Complex which the Applicant shall use by sharing with allottees/ occupants of all the apartments in the said building/ Project including entrance lobby, lift lobbies, staircases, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, mummies, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, electric sub-station, DG set room, fan rooms, telephone installations, maintenance offices/ stores, security/ fire control rooms, common toilets and rest rooms for domestic staff, security and maintenance staff etc. and Complex Club including swimming pool, sports facilities and any architectural features, if provided.
- The Applicant agrees that he has read, understood and agrees to the definition of Super Built-up area given above and he has no objection to the same and shall not raise any dispute at any point of time in this regard.
- 2.8 The Applicant agrees that the Price of Apartment, Statutory Charges and Other Charges are calculated on the basis of Super Area of the said Apartment which Super Area, at this stage, is tentative and is subject to variation till the Completion of Construction and grant of final Occupation Certificate/ Completion Certificate. The Company shall confirm the final Super Area of the said Apartment after Completion of Construction and grant of Occupation and Completion Certificate by the competent authority(ies). If there are any changes in the Super Area, the Company shall recalculate the total amounts payable by the Applicant towards Price of Apartment and other charges for the said Apartment based on original Price of Apartment and original Super Area at which said Apartment was booked and the difference shall be payable or refundable without any interest. It is agreed by the Applicant that the increase/ decrease in final super area of the said Apartment upto 5% shall be within acceptable limits. The certificate of Project Architect shall be final and binding on both the Parties.

- 2.9 It is made clear and understood and agreed by the Parties that although the term 'Super Area/ Super Built-up Area' is the basis for computation of the Price of Apartment, Statutory Charges and Other Charges, the Allottee shall have the exclusive ownership and possession of the Built Up Area (Covered Area/ Apartment Area) of the Apartment only and shall have proportionate/ undivided right, share and interest in the Common Areas and Facilities with right to use the same jointly with other Allottees as per the provisions of the Apartment Act. The right to use the Common Areas and Facilities in the Project shall always be subject to timely payment of Maintenance Charges.
- 2.10 The Allottee agrees and understands that the occupation, use and ownership of the Allottee in the said Apartment, including undivided proportionate right, share and interest in the Common Areas and Facilities and Limited Common Areas and Facilities shall always be subject to Apartment Act and as specified by the Company in any Declaration (which may be filed by the Company in compliance of the Apartment Act) and Applicable Laws and the Allottee agrees and confirms to adhere and comply with the same at all times. The Allottee shall be required to join the **Apartment Owners' Association (Association)** of the Apartment and the Allottee agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/ Maintenance Agency for this purpose.
- 2.11 The basement(s) and other areas in the Buildings/ Complex shall be used for providing car parking spaces and services including but not limited to electric substation, DG room, UGT, pump room etc. as per zoning plans/ building plans. The Allottee and other allottees shall be permitted to use the car parking areas, service areas and other facilities/ amenities areas only in the manner and as per rules framed for use of the same by the Company/ Maintenance Agency/ Association.
- 2.12 That upon allotment of said Apartment applied for herein as aforesaid, save and except for said Apartment, all unallotted/ unsold apartments including unallotted parking spaces and other built-up areas in the buildings in the said Complex including other buildings/ independent areas including but not limited to viz commercial spaces, school, etc. or vacant lands earmarked for the same and/ or all other open lands/ areas presently vacant for sanctioned or future permissible development & construction of buildings, are specifically excluded from the scope of Allotment of said Apartment and the Allottee shall have no ownership rights, or other rights/ claims whatsoever and all such lands, areas and spaces shall continue to vest in the Company who shall always be deemed to be owner of and in possession of the same and the Company shall have the sole right and absolute authority to deal with such areas, spaces and lands in any manner as permissible under law including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion. The Allottee shall not raise any objection in any manner in connection therewith in person or in form of association of allottees and shall be responsible and liable for all losses/ damages suffered by the Company due to wrong acts of the Allottee or Association of allottees..
- 2.13 The Allottee agrees and understands that some portions of the Project Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, school, shops, commercial premises/ buildings etc., as approved by the Governmental Authority/ DGTCP Haryana. The Allottee understands, agrees and confirms that the Allottee shall not have any right, share or interest in the same and/or the buildings constructed/ to be constructed thereon in future and facilities provided therein except as provided in law. Further, the Allottee hereby agrees and confirms that he does not have any claim or right to and shall not interfere in the matter of booking, allotment and sale of apartments for EWS, school, shops, commercial premises/ buildings or in the operation and management of shops, school, commercial premises/ buildings etc which the Company alone shall be entitled to deal with, lease, sell and dispose off as it deems best.
- 2.14 The Applicant understands and agrees that all allotted and unallotted car parking spaces in the Project shall form part of Limited Common Areas and Facilities and shall be reserved for exclusive use of designated apartments. The Company shall also have the right to mark and demarcate other areas as Limited Common Areas on ground, terrace, basement or elsewhere in the Project for the use of specified apartments/ owners to the exclusion of other apartments/ owners.
- 2.15 The Applicant agrees to pay any increases made by the competent Government/ authorities in the Statutory Charges like EDC, IDC etc., taxes, cesses, levies and/ or any other charges whether prospectively or retrospectively, as and when demanded by the Company. The Company shall provide details of the relevant notification/ order/ rule/ regulation for such increase with the demand letter. Similarly if at any time post the date of allotment of the said Apartment, there is any reduction in payment of said statutory charges and taxes, the same shall be reduced in the amount payable by the Applicant.
- 2.16 The Price of Apartment is firm, save and except for escalation in Construction Cost (as defined hereinafter) due to the increase in cost of building materials, labour, fuel etc. (Escalation Charges). 50% of Price of Apartment at which the said Apartment has been allotted shall be defined as Construction Cost and escalation charges shall be calculated upon the same only. The increase in Construction Cost of upto maximum 10% as computed in the manner given below, shall be payable by the Allottee as Escalation Charges and any increase above 10% shall be borne by the Company. The said Construction Cost (being 50% of Price of Apartment) shall be deemed to comprise of steel 15%, cement 10%, other construction materials 40%, fuel & power 5% and labour cost 30%. The Escalation charges shall be computed based on the respective Reserve Bank of India (RBI) Indexes published by RBI for the period starting from the month in which the allotment is made till the month in which Application for grant of Occupation Certificate is made by the Company or the Completion Date stated in Cl. 6.2 hereinafter, whichever is earlier. The Escalation Charges shall be computed by a reputed firm of Chartered Accountants appointed by the Company for the said purpose.
- 2.17 ADG power back-up facility suitable for providing 4 KVA for 2 BHK (Type - C), 4 KVA for 2 BHK + Study (Type - B), and 5 KVA for 3 BHK (Type - A) apartments with an overall suitable diversity shall be installed for which Power Back-up Installation Charges as fixed by the Company shall be payable additionally by the Allottee. The recurring cost of DG Power Back-up shall be payable by the Allottee as per monthly billing. The Reticulated Cooking Gas Installation Charges as fixed by the Company shall be payable additionally by the Allottee.
- 2.18 The Fire Fighting Charges (FFC) as fixed by the Company is payable by the Allottee additionally and is not included in the Price of Apartment. The FFC charge is towards providing Fire Fighting system in the buildings and in the Complex as per existing norms/ specifications of National Building Code (NBC) and present directions of Chief Fire Officer, Gurgaon/ Haryana and any other competent authority. However if in future before grant of Occupancy Certificate any additional fire safety measures are required to be undertaken by the Company due to changes in Fire Codes/ NBC or additional requirements of CFO, Gurgaon/ Haryana, then the Allottee agrees to pay proportionate cost for the additional fire safety measures as per demand raised by the Company.

- 2.19 The Electrical Sub Station Charges (ESS) as fixed by the Company is payable by the Allottee and is not included in the Price of Apartment. The ESS charge is towards construction of electric sub station and electricity distribution system within the boundary of the Complex and includes installation of capital equipments such as transformers, VCB panels, LT panels, circuit breakers, cables etc. of requisites capacities. The ESS charge, however, does not include any deposits, charges, levies, estimates, costs and expenses for sanction, erection and installation of Single Point Bulk Supply HT Electric Connection including HT Feeder line infrastructure to the Complex by DHBVNL and this charge hereinafter referred to as External Electrification Charge (EEC) shall be payable extra by the Applicant as per demand made by the Company based on costs, charges, deposits and expenses for the same at that time and shall also include costs, charges and deposits for providing individual sub-meter connection to the said Apartment including cost of electric meter and Pre-paid payment system.
- 2.20 That in case the said Apartment is omitted due to any reasons whatsoever, the Company shall offer alternate unit if available in the same or any other project of the Company and in the event of non-availability of alternate unit or if the offered alternate unit is not acceptable to the Allottee, the Company shall be responsible to refund only the actual amount received from the Allottee till then with simple interest @ 9% p.a. and will not be liable to pay any other damages or compensation to the Allottee whatsoever.
- 2.21 The Applicant agrees and confirms that out of the amounts paid/ payable by the Applicant for the said Allotment, 10% of Price of Apartment (i.e. Basic Sale Price of said Apartment and charges for right of exclusive use of Reserved Car Parking Space(s)) ("**Earnest Money**") shall always be deemed and treated as earnest money paid / payable by the Applicant for fulfillment by the Applicant of the terms and conditions as contained in this Application and the Agreement. The parties agree that the aforesaid earnest money is just proper and reasonable and the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the Conveyance Deed for the said Apartment.
- 3.1 One No Reserved Car Parking Space suitable for medium sized Indian Car shall be allotted compulsorily per Apartment as Limited Common Area and the charges for right of exclusive use for the same, as fixed by the Company are included in the Price of Apartment. This Reserved Car Parking Space shall be provided as per availability and shall only confer right to park Applicant's car at the specified space. The allotted Reserved Car Parking Space and the said Apartment will always be treated as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983 ("Apartment Act"). The right of exclusive use of Reserved Car Parking Space is integral part of the Apartment and cannot be detached from the Apartment allotted pursuant to this Application. The Applicant agrees and confirms that the right of exclusive use of Reserved Car Parking Space allotted to him/ her shall automatically be canceled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment. All terms pertaining to use, possession, transfer, cancellation etc. of the allotted Apartment shall apply mutatis mutandis to the said Reserved Car Parking Spaces wherever applicable. Additional Reserved Car Parking Space may be allotted, subject to availability on payment of charges for right of exclusive use for the same as fixed by the Company.
- 4.1 The applicant is required to confirm in his application the Payment Plan opted by him as detailed in the Price List prevailing on date of application. In case the Applicant does not indicate his choice of payment plan in writing, then it will be deemed that the Applicant has opted for Construction Linked Payment Plan (CLP) by default.
- 4.2 The applicant agrees that timely payment of installments of Price of Apartment and other charges, statutory charges, taxes, cesses, security deposits, applicable stamp duty, registration fee etc. as stipulated in the Schedule of Payments in the Provisional Allotment Letter and/ or Apartment Buyer Agreement is the ESSENCE of the allotment which must be paid on or before due date as and when demanded by the Company, and also to perform or observe all other covenants, undertakings and obligations of the Applicant under the Apartment Buyer Agreement.
- 4.3 All payments received will be first appropriated/ adjusted towards taxes then towards statutory charges, then towards any overdue interest then towards other dues outstanding in his name on that date and thereafter towards installments. The applicant agrees that there shall be no requirement of service of any Notice of such appropriation.
- 4.4 The Applicant shall be liable to make payment of balance installments/ amounts as specified in the Schedule of Payments upon receipt of the demand notice from the Company which shall, inter-alia, state completion of the corresponding construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter. The Applicant acknowledges that non payment/ delay in making payments by him adversely affects the progress of the Project and exposes the Company to liabilities which may not be quantifiable at the time of default. However, if the Applicant fails to pay any amount/ installments by the due date as per the demand notice sent to him, the Company shall grant a grace period of 30 days from the due date ("Grace Period") to the Applicant to make the said payment. However the Applicant shall be liable to pay interest @ 12% p.a. on the unpaid amount for the delayed period computed from the Due Date till the date of actual payment within Grace Period.
- 4.5 In case the payment is not made within the Grace Period, the Company may grant Additional Grace Period of upto 60 days after expiry of Grace Period (i.e. up to 90 days from Due Date) and condone the delay in payment by charging interest @ 18% p.a. for the total delay period starting from the Due Date. In case the Allottee fails to make payment even within 90 days from Due Date then the Company shall have the right to terminate this Agreement and forfeit the Earnest Money, brokerage, taxes, delay payment interest and other non-refundable amounts/ charges and refund the remaining amount to the Allottee without interest within 120 days from the date of such termination. That upon termination the Allottee shall be left with no right or interest whatsoever in the said Apartment and or against the Company except for refund of the remaining amount as aforesaid and the Company shall have the sole right to sell the said Apartment to any other person in its sole and absolute discretion.
- 4.6 This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Company and all decisions by the Company in this regard shall be final and binding on the Applicant. It is clarified that exercise of such discretion by the Company in the case of any other Applicant in the Project shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of the Applicant. The right of the Company to receive interest as aforesaid shall not be construed as a waiver on the part of the Company of any of its rights, remedies and privileges in case of default in payment in the agreed manner by the Allottee.
- 5.1 In case the Applicant wants to avail housing loan/ finance for purchase of the said Apartment, he may do so after obtaining prior written approval from the Company from those HFI / banks with whom the Company has tied up/ made arrangements for said purpose, subject to the following:
- The loan is disbursed directly to the Company
 - The terms of the financing agency shall exclusively be binding and applicable on the Allottee only.

- c. The responsibility of getting the loan sanctioned and disbursed as per Company's Schedule of Payments shall rest exclusively on the Allottee. In the event of loan not being sanctioned or disbursement getting delayed, timely payments to the Company as per Schedule of Payments shall be responsibility of the Applicant, failing which the Allotment shall be governed by the provisions of Cl. 4.5 above.
- 5.2 The Company may issue written permission/ NOC as may be required by Banks/ HFI, subject to that such loan shall be disbursed directly to the Company only by the Bank/ HFI and also subject to that the Company shall by no means assume any liability and or responsibility for any such loan which the Allottee may obtain. The Allottee shall, at the time of grant of permission/ NOC by the Company, furnish undertaking/ declaration to the Company to indemnify the Company for all costs, expenses, claims, damages etc. which the Company may suffer for any breach/ default that may be committed by the Allottee to the Banks/ HFI/ Third Party.
- 5.3 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed by the Company alongwith the Allottee for financing the said Apartment, the company shall not be responsible towards any third party, who has made payments, remittances to the company on behalf of the Applicant and such third party shall not have any right in this agreement whatsoever. The company shall issue the payment receipt only in favor of the Applicant. Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this agreement on time.
- 6.1 The Company, based on its present plans and estimates and subject to Force Majeure, and all just exceptions and conditions beyond control of the Company and subject to the Allottee making timely payments, shall endeavor to complete the construction of the said Apartment/ Building thereof within a period of 39 (Thirty Nine) months from the date of this Agreement or start of construction after grant of Environment Clearance by MoEF whichever is later and a grace period of 6 months and thereafter shall apply for grant of Occupancy Certificate and on receipt of the same will offer possession of the Apartment to the Applicant. The Company may complete the said Project in part and obtain part Occupation and/or Completion Certificate for the same as the Company may deem fit. The date of making an application to the Competent Authority for issue of Occupation and/or Completion Certificate for the Building in which said Apartment is located (in full or in part for certain Buildings only) shall be treated as the date of Completion of Construction of the Project or the part thereof (Completion Date). It is made clear by the Company and understood and agreed by the Applicant that some of the facilities proposed in the Project (viz Complex Club etc), other than essential basic facilities required for the occupation and end use of the Apartment, may not be ready for use at the time of handover of possession of the said Apartment and other apartments in the initial phases but shall be ready before completion of the whole Project. The Applicant confirms and gives his specific consent to the same and shall not raise any objection in this regard.
- 6.2 If completion of construction of the said Apartment is delayed due to Force Majeure or circumstances beyond control of the Company or due to any notice, order, rule, notification of any Government authority, in such events the Company shall be entitled to commensurate extension of time for completion of construction of said Apartment and the Applicant agrees that Completion Date for the said Apartment shall automatically be deemed to be extended accordingly and the Company shall not be held responsible or liable for being unable to perform any of its obligations or undertakings provided for in this Agreement due to aforesaid conditions and shall not be liable to pay any compensation or damages to the Applicant. The Company shall keep the Allottee informed about the same and communicate new estimated Completion Date. Further the Company shall not be liable for payment of any compensation for the period after filing of Occupation/ Completion Certificate for the time taken in grant of Occupation Certificate/ Completion Certificate. It is further clarified that all external or peripheral services outside the Project Land upto the periphery of the Project, such as, municipal water supply lines, sewer and storm water drains, main road, electric power supply connection etc. are to be provided by the Government or the local body or concerned government authority and the Company shall not be responsible for any delay in provision of the same by the concerned authorities before completion of Project.
- 6.3 The Company shall be deemed to have completed the construction as per agreed schedule if application for grant of Occupancy Certificate/ Completion Certificate is filed within the schedule given in Cl 6.1 & 6.2 above. Subject to the provisions of Cl 6.1 & 6.2 hereinabove, and subject to timely payments by the Allottee as per Schedule of Payments if the Company fails to complete the construction on or before the Completion Date or any Extended Completion Date as aforesaid, then the Company shall be liable to pay to the Allottee a compensation for the period of delay beyond the final extended Completion Date computed at the rate of Rs. 5/- (Rupees Five only) per month per square feet of the Super Area of the Apartment. However, in case there is delay of more than 12 months in completion of construction by the Company beyond the completion date/ extended completion date as provided herein above and the Allottee has observed and complied with the terms and conditions of this Agreement including timely payments, then the Allottee shall have the option to give notice to the Company within 60 days from the expiry of said Completion Date/ Extended Completion Date for cancellation of Allotment and termination of this Agreement. In that event the Company shall refund to the Allottee the amounts paid by him in respect of the said Apartment with simple interest @ 9% p.a. within 120 days from receipt of such notice without deduction of Earnest Money but deduction of taxes, brokerage and any other non refundable amounts. It is clearly understood and agreed that in aforesaid event the Allottee shall have no other right or claim against the Company in respect of the said Apartment in terms of this Agreement and the Company shall be at liberty to sell and/ or dispose off the said Apartment to any other party at such price and upon such terms and conditions as the Company may deem fit. If the Allottee fails to exercise the right of termination within the time limit as aforesaid then the Allottee's right to terminate this Agreement shall stand waived and the Allottee shall continue to be bound by the provisions of this Agreement.
- 6.4 The Company upon obtaining Occupancy Certificate from the Governmental Authority, in respect of the Project or part thereof where the Apartment is located, shall offer in writing possession of the Said Apartment ("**Possession Notice**") to the Applicant in terms of the said Agreement to be taken within 30 days from the date of issue of such notice. The Applicant shall, within the time stipulated by the Company in the notice (**Date for Possession**), settle the account and make payment of all balance dues under the said Agreement including Advance Maintenance Charges, Interest Free Maintenance Security and other costs & charges as may be applicable including charges for sanction, erection and installation of HT electric line infrastructure and connection, individual electric meter connection, water connection, sewage & drainage connection etc., stamp duty and registration charges and documentation and legal expenses for registration of Sale/ Conveyance Deed and executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company or its advocates may prescribe and take possession of the Apartment from the Company. The physical possession of the said Apartment shall be given to the Allottee only after payment of all dues, settlement of account, execution and registration of sale/conveyance deed and completion of legal formalities as aforesaid.
- 6.5 The Allottee shall be liable to pay the Maintenance Charges from the Date for Possession irrespective of the date on which the Applicant takes possession of the Said Apartment.

- 6.6 If the Allottee fails, refuses and/or neglects to take possession of the Apartment from the Company as hereinabove for any reasons whatsoever, by the prescribed Date for Possession, the Apartment shall be held at the risk and cost of the Allottee and the Allottee shall be liable to pay holding charges on super area basis @ Rs.5/- per square foot per month, for the period the Allottee does not take actual physical delivery of the Apartment, togetherwith overdue interest @ 18% p.a on total balance amount due and payable under said Agreement alongwith monthly maintenance charges calculated from the Date for Possession. These Holding Charges shall be a distinct charge and shall be in addition to the maintenance and other charges, i.e., not related to any other charges as provided in this Agreement, which shall also run side by side.
- 6.7 It is further agreed and accepted by the Allottee that if the Allottee fails to take possession of the Apartment even after expiry of 90 days from the Date for Possession, then the Company, in its sole discretion, shall be entitled to cancel the Agreement. If the Company elects to cancel the Agreement, the Company shall have the right to sell/dispose the said Apartment at the entire risk and cost of the Allottee to any other person on terms and conditions as the Company may in its sole discretion deem fit and after deduction of earnest money, brokerage, overdue interest, holding charges, monthly maintenance charges and any other charges of non refundable nature and costs & expenses incurred by the Company in the said transaction, refund to the Allottee after 120 days from date of cancellation the balance remaining out of the sum paid by him without interest and the Allottee shall, upon cancellation be left with no right or claim over the said Apartment or against the Company except refund of balance amount as aforesaid.
- 6.8 The Allottee, before taking possession, shall fully satisfy himself with regard to completion of Apartment as per the description and specifications stated in the Agreement. After delivery of possession of said Apartment, the Allottee shall have no claim against the Company in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications, building materials or for any reason whatsoever. The construction of the said Project shall be supervised by a team of qualified and experienced engineers and reputed professional architects, structural and other consultants appointed/ engaged by the Company. However, in case any defect arises in the fixtures and fittings provided in the said Apartment within one year from Date for Possession (Defect Liability Period), the Company shall endeavor to rectify/ repair/ replace the same to the extent as may be practically and technically feasible in the existing situation at its sole discretion.
- 7.1 After grant of the Occupancy/ Completion Certificate for the tower/ Building in which the said Apartment is situated, and upon all payments as payable in terms of said Agreement having been duly made, the Parties shall execute a sale/ Conveyance deed for the Apartment in the format prepared by the Company in accordance with law and cause it to be registered in favour of the Allottee provided the Allottee furnishes to the Company all the documents required for the said purpose. The Allottee shall not delay execution and registration of the same in any manner and shall provide to the Company all the documents required for the purpose of registration of the sale/ conveyance deed as possession of the said Apartment may not be given to the Allottee without execution and registration of Sale Deed. The Allottee shall also be liable to pay Holding Charges in addition to Maintenance Charges for such delayed period till registration of Sale Deed.
- 7.2 All costs, charges and expenses towards execution and registration of the sale/ conveyance deed including but not limited to stamp duty, registration fees & expenses, legal fees, any statutory charges/ demands, documentation expenses and other related miscellaneous expenses will be borne and paid by the Applicant. If any other charges, are payable under law or demanded by any concerned authority at the time of registration of the sale/ conveyance deed, the same shall be paid and borne by the Applicant only.
- 8.1 As per the provisions of the Apartment Ownership Act, the Company will form an **Association of Apartment Owners** ("Association") in the Project for the purposes of management, administration, maintenance & repair of the Project and handover the maintenance of the Project to the said Association under the Applicable Laws. The Applicant, along with other apartment owners in the Project, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Applicant shall also from time to time, be required by the Company or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Company or Association and the Applicant agrees to do so. On the formation of Association, rights of the Applicant to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall be regulated by the bye laws of the Association and other rules and regulations as prescribed under law.
- 9.1 It is made clear by the Company and understood by the Applicant that the Project has presently been approved based on FAR of 1.75 with 660 Dwelling Units and other commensurate units/ spaces/ areas but the Company has planned the Project for maximum FAR not exceeding 2.50 and maximum number of Dwelling Units not exceeding 940 Nos. and other commensurate units/ spaces/ areas. If in future before grant of final Completion Certificate for the whole Project by DGTCP, any additional FAR accrues or becomes permissible on the Project beyond 1.75, then the Company shall be entitled to construct additional upper floors or buildings/ structures in the Project after obtaining all relevant approvals and sanctions from DGTCP and other authorities. The Company shall not make any such additional construction without obtaining the approvals from the Competent Authority under the Applicable Laws. The Allottee further agrees and confirms that such additional sanctioned/ permissible construction by use of additional FAR, shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Applicant hereby agrees and grants his consent and no objection for the same.
- 9.2 The Company may acquire land(s) adjoining to the Project Land/ Project and upon acquisition/ purchase of such land(s) as and when they are licensed and approved by the competent authority(ies) as part of the Project, the layout plan/ statutory approvals will be revised accordingly. The Allottee has understood and agreed that the area of the Project Land and the transferable/ saleable Built-up Area and Super Built-up Area of the Project will increase and that such additional land/ Built-up and Super Built-up Area shall become part of the revised Project and owners/ buyers/ occupants of such additional apartments/ Units in the Project due to such additional land shall also have the same rights as the Allottee and equal right to use with proportionate undivided share in the Common Areas/ Facilities including Community Building (Complex Club) of the revised Project land/ Project.
- 10.1 The Unit applied for is permitted to be used for residential purpose only. The Applicant shall not use the said unit or allow it to be used for any non-residential purpose or any activity that may cause nuisance to other applicants in the Complex.
- 10.2 The Applicant/ Allottee undertakes to abide by all laws, rules and regulations or any other law as may be made applicable to said property i.e. land, buildings, apartments, car parking spaces, common areas, community center (complex club) and other facilities including Haryana Apartment Ownership Act.

- 10.3 The Applicant agrees to sign from time to time all applications, agreements, Apartment Buyer Agreement, Maintenance Agreement, Electricity Agreement and any other documents, papers, forms, affidavits, undertakings etc. required in pursuance to allotment of the Apartment and to do all acts, deeds and things as the Company may require in the interest of the Project and Apartment Owners. In case of Joint applicants, any documents signed / accepted / acknowledged by any one of the applicants shall be binding upon the other Applicant.
- 10.4 The Applicant agrees and accepts that the Company shall be entitled to raise finance/ obtain loans from any bank, institution or third party by way of mortgage/ charge/ securitization of receivables or in any other mode or manner against the Project Land and the buildings under construction or to be constructed in future thereon subject to the condition that the said Apartment shall be free from all encumbrances created by the Company before the execution of the sale/ conveyance deed. The Company hereby confirms that it will transfer the said Apartment to the Allottee and execute & register sale/ conveyance deed in respect thereof free from all such encumbrances.
- 10.5 It is hereby made clear to the Applicant that the Company may be required by the State Government/ DHBVNL or may decide to obtain bulk supply of electricity from DHBVNL for distribution of the same to all the apartments, Common Areas, Limited Common Areas and other independent areas in the Project. The Applicant hereby agrees to abide by all the conditions of sanction of bulk supply of electricity including but not limited to waiver of the Applicant's rights to apply for individual/ direct electrical supply connection and undertakes to pay on demand to the Company proportionate share as determined by Company of all deposits, charges, levies, costs and estimates for sanction, provision, erection and installation of the said Single Point Bulk Supply HT Electric Connection including HT Feeder line infrastructure upto the Complex and individual electric sub-meter connection and pre-paid payment system based on deposits, charges, costs, estimates and expenses for the same at that time (External Electrification Charge) failing which the same shall be treated as unpaid sale price of the Said Apartment payable by the Applicant and possession and conveyance of the Said Apartment shall be withheld by Company till full payment thereof is received from the Applicant. Further the Applicant agrees that the Company shall be entitled to withhold electricity supply to the Said Apartment till full payment of said EEC charge is received by the Company.
- 10.6 It is agreed that the Applicant may transfer/ assign his rights to purchase the said Apartment under the Apartment Buyer Agreement only after he has made payment of 25% of Price of Apartment and other due amounts, which transfer/ assignment shall be subject to applicable laws and notifications by any Government Authority/ agency/ body or any directions as may be in force. The Company shall upon receiving written request from the allottee permit such transfer/ assignment subject to applicable laws and notifications/ directions by any Government Authority/ agency/ body or any directions as may be in force, upon payment of such administrative charges as may be fixed by the Company from time to time. There shall be no administrative charge only for the first transfer/ assignment i.e. transfer by the original applicant/ allottee. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/ transfer/ assignment and the Company shall always be kept indemnified by the Allottee against all consequences arising out of such assignment. Any change in the name of the registered Allottee with the Company shall be deemed as transfer or assignment for this purpose. Any purported assignment by the Allottee in violation of terms of this Agreement shall be a default of the part of the Allottee.
- 10.7 The applicant agrees and understands that allotment of the said Apartment is for sale/ transfer of said Apartment as an immovable property as a Built-up unit together with proportionate undivided right, share and interest in the Common Areas and Facilities including the Project Land and until payment of complete Price of Apartment and other charges payable in terms of the Apartment Buyer Agreement are made and conveyance done, the Company shall continue to be the owner of said Apartment with full right, title and interest in the same. The Applicant understands and agrees that, even though construction of said Apartment is deemed to be Works Contract by Government Authorities and VAT on the same shall be payable by the Allottee to the Company as per provisions of law, under no circumstances shall the payments made under said Agreement, be construed or deemed to create, in any manner what so ever, any right, interest or lien on the said apartment in favor of the Applicant except right to purchase in terms of this Agreement.
- 10.8 The Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable. The Applicant shall comply with requirements of the Income Tax Act, 1961, as applicable, if any.
- 10.9 The Applicant, having status of NRI, PIO, Foreign National or otherwise, if he is required under law shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/ modifications, made 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 Agreement. The Applicant agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by RBI, the Applicant alone shall be liable for any action under FEMA. The Applicant 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 and such third party shall not have any right in this Agreement or allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Applicant only
- 11.1 After grant of Occupation Certificate, the Maintenance of the Common Areas and Facilities shall be carried out by the Company or the Maintenance Agency nominated by it. The Applicant understands that maintenance of the Project "**Ashiana Mulberry**" and its infrastructures is critical to showcase and maintain the premium brand value and exclusive appeal unique to this Project sought to be projected by the Company. The applicant further understands and agrees that the maintenance services are being planned by the Company keeping in mind the collective requirement for all the residents/ occupants of the Project. Prior to taking possession the Applicant agrees to and shall execute a Maintenance Agreement with the Company and/or 'Maintenance Agency' nominated by the Company for the Maintenance of the Common Areas and Facilities of the said Complex for a period not exceeding 2 years from Date for Possession/ grant of Occupation Certificate stated above or such other date as may be fixed by the Company till the time applicants/ occupiers of the said Complex form a APARTMENT OWNERS ASSOCIATION (**ASSOCIATION**) in accordance with applicable laws and bye-laws in respect thereto and Maintenance of the Complex is handed over to the Association.
- 11.2 The scope of maintenance of Common Areas and Facilities within the said Complex shall broadly comprise of round the clock watch and ward security of the said Complex, upkeep and housekeeping of common areas, operation and maintenance of lifts, generators, fire-fighting system, garbage disposal, common area and street lighting, horticulture, water supply, sewerage system, drainage system, maintenance of ESS and grid supply of electrical energy, power back-up and DG sets etc.

- 11.3 The Applicant agrees to pay to the Maintenance Agency Maintenance Charges in advance for a period not exceeding two years as fixed by the Company (hereinafter referred to as **Advance Maintenance Charges/ AMC**) at the time of Possession together with Service Tax and/ or any other taxes as applicable at that time, based on per Sq. Ft. per month of Super Area of said Apartment. The AMC stated in the price list/ Schedule of Payments has been estimated on the basis of prices and costs prevailing as on 1st April, 2015 and the same shall be revised based on prices and costs prevailing at the time of possession, which shall be payable by the Allottee. The date of commencement of Maintenance of Common Area and Facilities shall be intimated by the Company to the Applicant and the maintenance charges will be reckoned as due and payable from that date. The Company reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Project / Complex.
- 11.4 The said Advance Maintenance Charges (AMC) collected by the Maintenance Agency shall be based on estimates of expenses and shall be adjusted against the actual audited expenses as determined at end of every financial year and the balance thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Applicant.
- 11.5 (a) The total Maintenance Charges shall be as more elaborately described in the Maintenance Agreement to be executed at the time of possession of the Apartment. However, the Maintenance Charges, as estimated and indicated in the Price List/ Schedule of payments shall include costs and expenses of following services within the said Project/ Complex:
- i) Housekeeping of Common Areas.
 - ii) Watch & Ward Security of the Complex.
 - iii) Operation of common facilities and equipment excluding complex club and swimming pool.
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, generators, fire fighting equipments, Security Systems installed in the Complex.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - vii) Supervision and Management costs, expenses and fees of the Maintenance Agency which shall be 20% of the total of (i) to (vi) above
- The above costs shall be divided over total super area of the Project (excluding EWS units and school) and shall be the estimated Maintenance Charges payable by Applicant as part of Advance Maintenance Charges
- (b) It is further agreed and confirmed by the parties that the services mentioned below are not included in the Scope of Common Area / Maintenance Services;
- i. Seepage defects inside the units either due to faults in the affected unit or in the other units;
 - ii. Painting of the insides of units;
 - iii. Insurance of contents within the units;
 - iv. Insurance of buildings, common areas and facilities
 - v. Run errand for payment of utility (telephone, electricity, gas etc) bills of Applicant;
 - vi. Porterage;
 - vii. Painting/ Polishing of main entrance door of Applicant unit;
 - viii. Replacement of broken windowpanes;
 - ix. Cleaning of choked drain inside the unit;
 - x. Electricity, Plumbing or other mechanical faults inside the units;
 - xi. Repair / installation of Applicant owned electrical and plumbing equipments.
- (c) The Maintenance Charges shall be levied from the Date for Possession given in the Possession Notice. It is agreed by the Applicant that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Applicant.
- (d) The Company and/ or the Maintenance Agency may take insurance against fire, earthquake, riots, civil commotion etc. for the structures of the buildings and common areas and facilities in the Project on behalf of all the allottees and the proportionate share of cost thereof shall be payable by the Applicant in addition to maintenance charges but it shall not include insurance of contents inside the Apartment which shall have to be insured by the Allottee independently.
- 11.6 It is understood that the right to use of Common Areas and Facilities shall always be subject to regular and timely payment of Maintenance charges and other charges as fixed from time to time. The Applicant also agrees to deposit with the Company an Interest Free Maintenance Security (IFMS) as detailed in the Price List before possession.
- 12.1 The Complex Club with Swimming Pool and other facilities (demarcated as the Community Building in the sanctioned building plans) is part of Common Area and Facilities and is for the exclusive use of the apartment owners or their tenants and lessees which will be managed, operated and maintained by the Maintenance Agency. The Applicant has to pay a one time Club Development Charge as detailed in the Price list/ Schedule of Payments for fit-outs and furnishing of interiors of the Complex Club. It is made clear by the Company and understood and accepted by the Applicant that this Complex Club Development Charge is towards only for provision of fittings, fixtures, furnitures, furnishings, interiors, equipments, air conditioning etc in the Complex Club. The Applicant is further required and agrees to pay such monthly/ quarterly/ yearly charges/ fees as may be fixed by the Company/ Maintenance Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Complex Club and Swimming Pool which are not included in Common Area Maintenance Charges (CAM). Some of the facilities provided in the Complex Club or elsewhere in the Complex shall require additional payment by the user on pay-by-use basis.
- 12.2 The detailed terms, conditions, rules and regulations governing use of Complex Club facilities will be formulated before the Complex Club is made operational. The Applicant agrees to abide by the rules and regulations formulated by the Company/ Maintenance Agency for proper and disciplined use and management of the Complex Club and Swimming Pool. The central green lawns shall not be permitted to be used for conducting personal functions like marriages, parties etc.

- 13.1 "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability and makes it impossible to perform obligations under this Agreement, which shall include but not limited to:
- i) Acts of God, i.e. fire, flood, earthquake, natural disasters or acts of like nature;
 - ii) Air crashes; explosions or accidents, acts of terrorism;
 - iii) War and hostilities of war, riots or civil commotion of a prolonged nature of atleast 6 month(s);
 - iv) Strikes or lock-outs, labour disputes;
 - vi) Non availability of cement, steel or other construction materials, water or electricity supply or labour;
 - vi) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/ said Building/ said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the Government authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever ;
 - (vii) Any action/proceeding by the Government/statutory Authorities or judicial authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
 - (viii) Any event or circumstances analogous to the foregoing.

The Company shall not be responsible or liable for not being able to perform any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions or conditions beyond control of the Company.

- 13.2 If, at any time after Provisional Allotment or Apartment Buyer Agreement, the Allottee gives a written notice to the Company through E-mail and Registered Post A/D. to cancel the Provisional Allotment/ Agreement, then in that event the Company shall do so and after deducting Earnest Money, brokerages, non-refundable taxes, overdue interest and any other non refundable amounts from the payments received from the Allottee till that date, shall refund the balance amount to the Allottee without any interest within 120 days from the date of receipt of such written cancellation notice. Upon receipt of any such aforesaid cancellation request, the Company shall be entitled to allot the said Apartment to any other person.
- 14.1 That all notices to be served on the Applicant under this Agreement and sent by the Company at the mailing address of the First Applicant given hereinabove shall be deemed to have been duly served on all the applicants and no separate communication/ notice shall be sent to the joint applicants. It shall be the responsibility of the Applicant to inform the Company by Registered (A.D.) Post / Speed Post about all subsequent changes, if any, in his address and also to obtain a formal specific receipt of the same, failing which all communications and letters posted at the above address of the Applicant will be deemed to have been received by him at a time when those would ordinarily reach such address and the Applicant shall be fully liable for any default in payment and other consequences that may occur therefrom.
- 14.2 All disputes, differences arising out of, in connection with or in relation to this transaction/ agreement, shall be amicably discussed and settled between the Parties by mutual discussion failing which the same shall be settled by conciliation and/or arbitration. The conciliation / arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any modification/ amendment made thereto. The venue of arbitration shall be New Delhi and the proceedings and the award of the arbitrator shall be rendered in English language. The Parties shall continue to perform such of their respective obligations that do not relate to the subject matter of the dispute, without prejudice to the final determination
- 14.3 This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to arbitration hereinabove, the courts at Gurgaon and/or New Delhi and Punjab & Haryana High Court and/or Delhi High Court as shall be permissible under law shall have the jurisdiction in any and all matters arising out of or in relation to this Agreement.
- 15.1 Company and/ or its affiliates, officers, directors, employees, agents, members and/ or its affiliates, officers, directors, employees, agents, members and servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of Company and the Applicant agrees to keep Company and/or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.

Declaration

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 generally with the terms and conditions as comprehensively set out in the Apartment Buyer Agreement to be executed which shall supersede the terms and conditions set out in this application. I/ We fully understand that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this Application and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application. I/We 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/We have now signed this Application Form and paid monies fully understanding my/our liabilities and obligations including forfeiture of Earnest Money as referred to in the Application. I/We further undertake and assure the Company that in the event of the cancellation of my/our provisional and/or final allotment and refund of my/our monies after any forfeiture in terms and conditions as provided in this Application, I/We shall be left with no right, interest or claim on the Unit applied for and/or allotted to me/us or against the Company.

Date : _____

Place : _____

First Applicant

Second Applicant