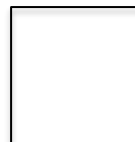


APPLICATION FORM

Date : _____
Customer Code No. : _____
Sales Order No. : _____



To,

Puri Construction Pvt. Ltd.

Registered Office: 4-7B, Ground Floor,

Tolstoy House, 15 & 17, Tolstoy Marg, New Delhi-110001.

Dear Sir,

I/We, the said "Applicant/s" as mentioned in **Annexure A**, say and declare as follows that:

1. The Applicant/s wish to apply for booking of commercial space/unit for such Sale Consideration as per description in **Annexure B**, (hereinafter referred to as said "Unit") situated in the Commercial Colony – "81 High Street" in Sector-81, Faridabad developed by **Puri Construction Private Limited**, (hereinafter referred to as "**Promoter**").
2. The Applicant/s are aware that the said Land is part of the commercial colony Project "81 High Street" ("Project"). The Director, Town & Country Planning Department, Haryana ("**DTCP**") was pleased to issue licence bearing No. 1069-1070 of 2006 ("**License**") permitting development of a multi-storeyed commercial complex on the said Land to M/s Countrywide Promoters Pvt. Ltd.. Subsequently vide order dt. 11.2.2009 the said licence was transferred in favour of M/s. Puri Constructions Pvt. Ltd. as the land measuring 3.806 acres also stood transferred in its favour vide registered sale deeds. The said Licences were renewed from time to time. The said Project is on situated on a land admeasuring 3.806 acres at Village Budena, Sector-81, Tehsil and District Faridabad (hereinafter referred to as "**said Larger Property**").
3. The Promoter had commenced development of the said Larger Property in various phases i.e. Retail Portion and Commercial Space(s). The Occupation Certificate for the retail portion of the said project was received vide memo No. 33545 dated 27.12.2017.
4. The Promoter has also obtained the registration of the said commercial space(s) vide Registration Certificate no. 42 of 2018. The said unit is part of the said commercial spaces.
5. The Applicant/s have demanded from the Promoter and the Promoter has given inspection to them and displayed at its offices all available approvals, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas and as applicable to the said Unit. The list of such approvals, permissions are listed out in **Annexure C**.
6. The applicant has gone through the title documents of the land and is satisfied with the validity of the same. A brief title note of the said Land is annexed as **Annexure D**.
7. At the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in application form.
8. By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated in **Annexure E** (General terms & conditions).

.....
Sole/ First Applicant

.....
Second Applicant

9. The Applicant/s confirms that they have chosen to invest in the said Unit after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the said Unit. Further the applicant/s have also physically inspected the unit and the project on the spot, and is in the same condition as is agreed to be sold and the applicant/s are satisfied in every aspect with respect to the unit for which the present application is being made.

10. The applicant/s hereby acknowledge that the applicant/s have made the necessary inquiries from the office of the Director General Town & Country Planning Haryana and Haryana RERA Authority at Panchkula and the Promoter has provided to the applicant/s all the information and clarifications as sought by me/us and other necessary information and all the approvals of the said project have been perused by the applicant/s which are displayed on the notice board at Site office at Faridabad and also available at Head office at New Delhi and the applicant/s being wholly satisfied with the same and the applicant/s has relied on his own due diligence investigation and legal advise with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure (external and internal) etc., the terms and conditions of the sale agreement to be entered into at the appropriate stage subject to payment of requisite amounts towards sale consideration and the applicant/s is not influenced by and relying upon the architects' plans, any advertisements, Company's promotional material representations of the Brokers /Company etc. rather the applicant/s has inspected the said unit physically on the spot as the same is already constructed. The applicant/s has gone through the License No. 1169-1170 of 2006 issued by the office of Director General Town and Country Planning, Haryana for developing the said commercial colony/complex, which is also available on the website of Department of Town and Country Planning Haryana i.e. tcharyana.gov.in and also the registration certificate issued by Haryana RERA Authority Panchkula Haryana in favour of the company and after fully satisfying myself/ourselves on all parameters have made the present booking.

11. The applicant/s further understand that this Application Form/Offer will be deemed as valid and proper only on realization of the amount tendered with this Application Form/Offer.

12. The applicant/s further understand and agree that the applicant/s shall always be responsible and liable to make payment as statutorily and mandatory required towards all taxes, cesses, levies or any other charge(s) paid/payable by the Promoter to State Agencies by whatsoever name, as applicable on the date of Booking/Application/ Buyers Agreement/Conveyance Deed and/or imposed retrospectively or prospectively on the said unit/commercial complex which have not been accounted for in the Total price and non-payment of same shall result in cancellation of the allotment/purchase at any stage including after the execution of Conveyance Deed

13. The applicant/s further agree to abide by the terms and conditions of this application form including those pertaining to payment of Total Price and forfeiture of earnest money as laid down herein and/or in the Agreement and other charges, rates, taxes, cesses, levies etc. as are applicable

Signature of the First/ Sole Applicant

Signature of the Joint/ Second Applicant

Date : _____

Place : _____

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Sole/ First Applicant

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Second Applicant

Check - list for Sales Officer:

1. Application Money: Demand Draft/Pay Order/Cheque.
2. Name of the Applicant(s) and the Application number behind the Demand Draft/Pay Order/Cheque and all supporting documents, authorization/POA to be duly attested at the place/location, where the Applicant(s) is residing.
3. PAN No. & copy of PAN Card/Undertaking.
4. Aadhar Card No & copy of Aadhar Card.
5. Certified copy of certificate of incorporation and Form 32 (latest).
6. Email ID and Contact numbers viz work/home/Mobile No./any other no of the Applicants)/ Second Applicant.
7. Proof of Residence - Any 2 documents 7 with photo identity (Aadhar Card/Ration Card/ Electricity Bill/ BSNL Phone Bill/ Driving License/ Voter's Identity Card/Passport)
8. If the Applicant(s)/Joint Applicant being a Non-Resident Indian (NRI)/ Person of Indian Origin (PIO)/ Overseas Citizen of India (OCI), true copy of their valid passport & documents evidencing NRI/PIO/OCI status along with Account details of NRE/NRI/NRO.
9. Other entities, i.e. a body corporate incorporated in India or partnership firm or Hindu Undivided Family (HUF) or any other association of persons (AOP) recognized as a legal entity under any law in India (Certified copy of certificate of incorporation or certified copy of registration certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card). Also certified copy of Memorandum of Association (MOA), Board Resolution authorising purchase of Unit, Power of Attorney of the authorized signatory is to be submitted along with the Application Form).
10. For partnership firm, a certified copy of partnership deed along with authority in favour of partner to sign application/ documents, signed by all partners
11. For Trust, a certified copy Trust Deed, resolution/ necessary permissions required under applicable laws.
12. Signatures of all the Applicant(s) on all pages of the Application Form and across the Photo attached to the Application.

Date

Name & Signature of the Sales Officer
(Confirming receipt of all the documents)

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Sole/ First Applicant

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Second Applicant

ANNEXURE – A
FIRST APPLICANT

1. Name : _____
2. Son of /Daughter of /Wife of : _____
3. Date of Birth : _____
4. Nationality : _____
5. Occupation : _____
6. IT PAN No. (Mandatory) : _____
7. Aadhar No. : _____
8. Residential Status* : Resident India _____

Non-Resident India (NRI) _____

Person of Indian Origin (PIO) _____

Overseas Citizen of India (OCI) _____

**The Applicant/s shall comply with all the statutory compliances as required from time to time under applicable laws/ rules. The Applicant/s shall Keep the Promoter informed about any change in the above status.*

9. Phone : Home _____
- Work _____
- Mobile _____
- Any other _____

10. Email ID : _____

I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.

11. Correspondence Address : _____

12. Permanent Address : _____

(Tick if same as Correspondence address)

13. Employment Type : Salaried / Self Employed _____

14. Profession / Job Title : _____

15. Company Name & Address : _____

16. Prior investment in PCL : Yes / No

(If Yes – Unit No., Project Name & Location)

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Sole/ First Applicant

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Second Applicant

SECOND / JOINT APPLICANT

1. Name : _____
2. Son of /Daughter of /Wife of : _____
3. Date of Birth : _____
4. Nationality : _____
5. Occupation : _____
6. IT PAN No. (Mandatory) : _____
7. Aadhar No. : _____
8. Residential Status* : Resident India _____
Non-Resident India (NRI) _____
Person of Indian Origin (PIO) _____
Overseas Citizen of India (OCI) _____

**The Applicant/s shall comply with all the statutory compliances as required from time to time under applicable laws/ rules. The Applicant/s shall Keep the Promoter informed about any change in the above status.*

9. Phone : Home _____
Work _____
Mobile _____
Any other _____

10. Email ID : _____

I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.

11. Correspondence Address : _____

12. Permanent Address : _____

(Tick if same as Correspondence address)

13. Employment Type : Salaried / Self Employed _____

14. Profession / Job Title : _____

15. Company Name & Address : _____

16. Prior investment in PCL : Yes / No

(If Yes – Unit No., Project Name & Location)

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Sole/ First Applicant

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Second Applicant

COMPANY AS AN APPLICANT

- 1. Name of Company : _____
[Public/Private/Limited/Listed]
- 2. Date of Incorporation : _____
- 3. Correspondence Address : _____

- 4. Registered Address : _____

(Tick if same as Correspondence address)
- 5. Name of the authorized contact person: _____
- 6. Phone : Work _____
Mobile _____
Fax _____
- 7. Email ID : _____
I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
- 8. Company PAN Card (Mandatory) : _____
- 9. Corporate Identification Number (CIN) : _____
(Tick if same as Correspondence address)
- 10. Director Identification Number (DIN) : _____
- 11. Prior investment in PCL : Yes / No
(If Yes – Unit No., Project Name & Location)

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

In case of more than one joint applicant, please use extra sheet enclosed herewith at the end of the docket.

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Sole/ First Applicant

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Second Applicant

ANNEXURE – B

1. Details of the Unit : Unit No. _____
2. Building Name / Number : 81 HIGH STREET
3. Carpet Area of the Unit (in sq. mtr. and sq. ft.) : _____
4. Saleable Area and Unit Built up Area :
5. Real Estate Agent Name (if applicable) and RERA Registration No# : a) Name of Entity : _____
b) RERA Registration Number : _____
6. Sale Consideration of the said Unit : Rs. _____
8. Payment Schedule : Booking amount – Rs. 2 lakhs per unit Within 45 days complete 10% and register Agreement to Sell 90 days from the booking – 15% of the total sales consideration;
Within 5 months from the booking – 25% of the total sales consideration;
Within 7 months from the booking – 25% of the total sales consideration;
Within 9 months from the booking – 15% of the total sales consideration;
On offer of possession – 10% of the sales consideration

Note :

- A) All payments be made vide Cheque/DD/Pay Order favouring – **“Puri Construction Pvt. Ltd. A/c 81 High Street”**. In the event the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
- B) The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krisbi Kalyan Cess, Swachh Bharat Cess, Land under construction tax, Local body tax, property tax and/or all other direct/indirect taxes/duties, impositions, stamp duty, registration fees, Legal/Administrative Charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
- C) The Applicant/s shall pay all charges and expenses with respect to formation and conveyance to the Welfare association/Society etc (as the case may be), including but not limited to professional costs of the Professional Fee, Statutory fee, stamp duty, registration charges, legal/administrative charges etc. , for requisite documentation.
- D) The Applicants/s shall pay interest/penalty/ loss that may be incurred by the Promoter on account of the Applicant's failure and/or delay to pay such taxes, levies, cess, statutory charges etc.

9. Initial token amount / Application Money : _____
10. Details of payment of Initial token amount : _____

Notes :

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Sole/ First Applicant

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Second Applicant

ANNEXURE – C
LIST OF PERMISSIONS AND APPROVALS

S.No.	List of approvals	Date
1.	License No.	1069-1070 of 2006
2.	Transfer Order	11.02.2009
3.	Building Plan Approval Dated	12.6.2018
4.	Haryana RERA Registration Certificate No.	42 of 2018

ANNEXURE – D

A. NOTE ON THE TITLE OF THE SAID LAND

The Licence was granted in favour of M/s Countrywide Promoters Pvt. Ltd. The land under project 3.806 Acres was owned by M/s Countrywide Promoters Pvt. Ltd. and M/s Westland Developers Pvt. Ltd. and the said land was transferred in favour of Promoter – M/s Puri Construction Pvt Ltd. vide registered sale deeds. Since then Promoter-M/s Puri Construction Pvt. Ltd. is owner in possession of the land under project. No litigation with regard to title of land is pending as on date. The company has created a charge on said project and land for availing construction finance and all the units shall be conveyed in favour of prospective allottees absolutely free of charge, without any encumbrance.

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Sole/ First Applicant

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Second Applicant

ANNEXURE – E

GENERAL TERMS AND CONDITIONS

The following terms and conditions of allotment of a unit in 81 High Street, Sec-81, Faridabad (hereinafter referred to as the said "**Project**"), developed by M/s. Puri Construction Pvt. Ltd. (hereinafter referred to as the "**Company**") have been mentioned in a condensed form with a view to acquaint the Applicant(s) (hereinafter "**Applicant**") with some of the key applicable terms and conditions, as will be more comprehensively set out in the Buyer's Agreement ("**Agreement**").

DEFINITIONS :

"Agreement" means the Unit Buyers Agreement/Buyer Agreement/Sale Agreement/Builder Buyer Agreement to be executed between the Applicant and the Company.

"Applicant" means person(s)/entity, applying for booking of the said unit, whose particulars are set out in this Application Form and who has appended his signature in acknowledgement of having agreed to the terms and conditions set out in this Application Form.

"Application Form" means whole of this Application Form including all annexures, schedules, terms and conditions for allotment of the said unit in the said Commercial Complex/Colony.

"Carpet area" means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment/unit, meant for the exclusive use of the allottee;

"Company/Developer" means the company to whom present application is addressed i.e. M/s Puri Construction Pvt. Ltd.

"Earnest Money" means the sum total of 10% of the Total Sales Price of the said commercial space and the brokerage/commission paid to real estate agent, taxes paid/raised, interest accrued on outstanding amounts.

"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/or which adversely affects the Company's ability to perform obligations under Application Form/Buyer's Agreement, which shall include but not be limited to: acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; explosions or accidents, air crashes and shipwrecks, acts of terrorism; strikes or lock outs, industrial disputes; or due to any reason whatsoever; war and hostilities of war, riots bandh, act of act of terrorism or civil commotion; the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Application Form/Agreement; or any legislation, order, 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 commercial space/said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever; any event or circumstances analogous to the foregoing.

"Said unit/Commercial space" shall mean the specific commercial space applied for by the allottee and/or allotted to the allottee or any alternative commercial space allotted to the allottee in lieu of specific commercial space.

"Said Building" means the Commercial Complex/Colony – 81 High Street, as mentioned in this Application Form

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Sole/ First Applicant

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Second Applicant

in which the said unit may be located.

“Saleable Area” for the purpose of calculating the Sale Price in respect of the Said Commercial Space/Unit shall be the sum of Carpet Area of the Said Commercial Space/Unit, and the area covered by the external walls, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, and architectural features, if provided; exclusive balcony or verandah and exclusive open terrace area, area under walls, columns, pergolas, cupboards and lofts etc. and half the area of common walls with other Commercial Space/Unit, and its pro-rata share of Common Areas in the entire said building constructed on the specified plot and Common Areas shall mean all such parts/areas in the said building which the Allottee(s) shall use by sharing with other occupants of building including electrical sub stations, meter rooms, DG sets, fire-fighting pump room, underground water tanks & pump room, fan rooms, sewage treatment plant, and any other service areas located in the basement, guard room and entry features; and architectural features, if provided. It is specifically made clear that the computation of Saleable Area of the Commercial Space does not include the following: Parking areas in basement, commercial space at ground floor, meeting rooms at first floor, open areas, landscape features, drop-off areas ; and all areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land detailed above.

“Unit Built-up Area” of the Said Commercial Space shall be the sum of Carpet Area of the Said Commercial Space/Unit, and the area covered by the external wall of the Commercial Space/Unit, services ledge (exclusive to the Unit), internal columns, internal services shafts (located within the said Commercial Space/Unit), and half the area of common walls with other Commercial Spaces/Units. It is specifically made clear that the “Unit Built-up Area” does not include the following: lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, corridors and passages, staircases, munties, lift machine room, overhead water tanks, underground water tanks & pump room; Common Areas in the entire said building constructed on the specified plot and Common Areas shall mean all such parts/areas in the said building which the Allottee(s) shall use by sharing with other occupants of building including electrical sub stations, meter rooms, DG sets, fire fighting pump room, underground water tanks & pump room, fan rooms, sewage treatment plant, and any other service areas located in the basement, guard room and entry features; Parking areas in basement, commercial space at ground floor, meeting rooms at first floor, open areas, landscape features, drop-off areas; and all areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land detailed above.

“Government Charges” mean and include External Development Charges [EDC] and Infrastructural Development Charges [IDC] and Infrastructural Augmentation Charges [IAC], Licence Renewal Fee, other charges as applicable and notified as on date or to be notified in future by State of Haryana alongwith interest payable in terms of applicable Licences.

PAYMENT TERMS

All overdue payments shall attract interest @ SBIMCLR (State Bank of India Marginal Cost of Lending Rate) per annum plus 2 % (two percent) above the then existing or (ii) such other rate of interest higher /lower than 2 % as the case may be prescribed under any applicable law from the date they fall due till the date of receipt/realization of payment by the Promoter, whichever is later. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted.

The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and shall continue to appear as outstanding against the Unit. The Promoter shall accept payments towards your booking from the account(s) of the Applicant/s and/ or Joint Applicant/s only. It is clarified that payments received from any third parties / non-applicants will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint/Co-applicant(s) accounts, demand draft payment from the bank where the Applicant/s has taken a loan for the said Unit,

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Sole/ First Applicant

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Second Applicant

guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties.

The Applicant/s is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Applicant/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

The Applicant/s undertakes to execute and register the Agreement for Sale and the Sale Deed (if applicable) with respect of the said Unit in the format provided by the Promoter under applicable law within such timelines as mentioned in the intimation letter issued by the Promoter. In the event the Applicant/s fails to duly execute and register the Agreement for Sale as aforesaid within the stipulated period as mentioned in the intimation letter, physical possession of the said Unit to the Applicant/s may be withheld by Promoter and penalty if any payable under the relevant laws for delay in completion of the execution and/or registration of Agreement for Sale and the Sale Deed shall be payable by the Applicant/s till the registration of the Sale Deed is completed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel the allotment and booking in case the Applicant/s and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein other clauses.

It is irrevocably agreed and accepted by the Applicant/s that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount. The Applicant/s shall be entitled to cancel the allotment any time after issuance of the Allotment letter and shall accordingly inform the Promoter in writing, subject to forfeiture of such amounts as mentioned herein.

TIME IS ESSENCE OF TRANSACTION

The payment on or before due date, of Sale Price and other amounts payable as per the payment plan, and Govt. Charges recovery or as demanded by the Company from time to time is the essence of this transaction. It shall be incumbent on the Allottee to comply with the terms of payment plan and other terms and conditions of allotment and failure to make full/complete payments of even single/one instalment shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only after realization of the sales price from the new allottee. The Company shall at all times have the first lien and charge on the Said Commercial space for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company.

TRANSFER/NOMINATION

The Applicant/s shall not sell, lease, let, sub-let, transfer, assign or part with the Applicant/s' interest or benefit under this Application or part with the possession of the Unit without prior permission of the Promoter and all such transfer/nomination/addition and deletion of names shall be subject to payment of administrative charges as prescribed by the Promoter in this behalf, over and above the sale consideration and also subject to submission of requisite documents.

FINANCIAL CAPACITY OF ALLOTTEE

The Allottee may obtain finance from financial institution / bank as already tied up with the company or any other source but the Allottee's obligation to purchase the said Commercial space pursuant to this Application/Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and financial institutions

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Sole/ First Applicant

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Second Applicant

discretion for any reason to refuse to disburse and the Allottee will remain bound under this Application/Agreement whether or not he has been able to obtain financing for the purchase of the said Commercial space. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Allottee with the financial institution/ bank without recourse to or involving the Company. The company shall not be liable for refusal by any financial institution to advance any loan/finance to the Allottee, for any reason whatsoever

SCHEDULE FOR POSSESSION

Subject to other terms of this Application Form/Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in this Application/Agreement, the Company shall offer the possession of the said Commercial space to the applicant on completion of all payments by the allottee and subject to Force Majeure Conditions, within a period of 12 months or earlier from the date of booking, failing which the company shall make payment of interest @ SBIMCLR (State Bank of India Marginal Cost of Lending Rate) per annum plus 2 % (two percent) above the then existing or (ii) such other rate of interest higher /lower than 2 % as the case may be prescribed under any applicable law from the date of respective payments till date of possession.

FAILURE OF ALLOTTEE(S) TO TAKE POSSESSION, HOLDING CHARGES.

In the event of Allottee(s) failure to take possession of the Said Commercial space, within 30 (Thirty) days from the date of intimation in writing by the Company offering possession, then the same shall lie at Allottee(s) risk and cost and the Allottee(s) shall be liable to pay to the Company holding charges calculated at the rate of Rs. 20/-per sq.ft. on the super area of the Said Commercial space per month for the entire period of such delay. If the Allottee(s) fail(s) to come forward to take possession of the Commercial space for a period of twelve (12) months from the date of offer of possession by the Company, then the Company shall be entitled to cancel the allotment of the Said Commercial space and refund all monies paid by the Allottee(s) after deducting the Earnest Money, only after resale and realization of the such amounts from new allottee.

REGISTRATION

The Allottee(s) shall pay, as and when demanded by the Company, the Stamp Duty, registration charges and all other incidental and legal expenses for execution and registration of the Agreement to Sell, conveyance/sale deed of the Said Commercial space in favour of the Allottee(s) which shall be executed and got registered after receipt of the full Sale Price and other charges as set out in this Application Form/Agreement.

NO OBJECTION CERTIFICATE FROM THE BANKS AND FINANCIAL INSTITUTIONS FOR EXECUTION OF CONVEYANCE/SALE DEED

In case of the Allottee(s) who has/have made arrangement with any Financial Institutions/Banks, the conveyance of the Said Commercial space in favour of the Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.

INDEMNIFICATION

The Allottee(s) hereby covenants to the Company to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).

COMPLIANCE WITH LAWS, NOTIFICATIONS ETC.

That the Allottee(s) confirms that the Allottee(s) has entered into this transaction with the full knowledge and understanding of terms mentioned in this Application Form/Agreement and subject to all the laws and notifications and rules applicable to this area, including terms and conditions of the licence(s), for setting up the Said Colony and the undertakings given by the Company/Land Owners to the Director, Town and Country Planning, Government of

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Sole/ First Applicant

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Second Applicant

Haryana, in this regard and that the Allottee(s) has familiarised himself/themselves with all the aforesaid and other applicable agreements, arrangements undertakings, conditions on inspection of the documents with the Company.

COMPLIANCE WITH APPLICABLE LAWS

It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the Said Commercial space it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions approvals which would enable the Company to fulfill its obligations under this Application Form/Agreement. Any refund, transfer of security if provided in terms of this Application Form/Agreement shall be made in accordance with the provisions of FEMA, 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agrees that in the event of any failure on Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Allottee(s) shall be liable for any action under the FEMA, 1999, and rules and regulations made there under as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard. The allottee confirm and represents that the allottee is buying the said unit for the consideration as aforesaid from his lawfully earned and declared sources of incomes, duly declared and subject to tax laws and no part of his income/investment bears any taint punishable under the Prevention of Money Laundering Act, 2002 and/or Benami Transactions (Prohibition) Act, 2016

MISCELLANEOUS

That since the share of the allottee(s) in the common areas and facilities is undivided and cannot be separated, allottee(s) shall be obliged to use common areas and facilities within 81 High Street alongwith other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is understood and agreed by the allottee(s) that right to use common areas and facilities within the 81 High Street shall always be subject to timely payment of maintenance charges. The allottee(s) shall be entitled to exclusively use the earmarked car parking space in the complex, without payment of any charges to the operator.

That the allottee(s) shall be liable to pay to the first party or their nominees such pro-rata charges as may be determined by the first party or its nominees for maintaining various services and facilities in 81 High Street where the said Premises is situated until the same are handed over to a local body for maintenance. All such charges shall be payable and be paid by the allottee(s) to the first party periodically as and when demanded by the first party or Maintenance Agency. The share so determined by the first party shall be final and binding on the allottee(s).

The total maintenance charges will be fixed by the first party, Maintenance Agency, other Body or Association of the Premises Owners on the basis of the maintenance costs. The decision of the first party or maintenance agency or the Body or Association in respect of the cost of maintenance will be final and binding on the Association of the Premises Owners and or the allottee(s) or occupant of commercial space. These charges will be paid at monthly / quarterly / half yearly intervals as decided by the first party or Maintenance Agency or Association of Premises Owners or other body as and when the maintenance services are transferred to the said Maintenance Agency or Association of the Premises Owners as the case may be.

That the allottee(s) shall permit the first party / Maintenance Agency / Association of premises owners, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the allottee(s) has / have failed to make good in spite of service of one month in writing by the first party / Maintenance Agency / Association of Premises Owners in this behalf and also for repairing of any part of the building(s) and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

That as and when any Plant & Machinery within the said 81 High Street / said Building as the case may be including but not limited to lifts, D.G. Sets, electric sub-stations, pumps, firefighting equipment, any other plant / equipment

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Sole/ First Applicant

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Second Applicant

of capital nature etc., require replacement, upgradation, additions etc., the cost thereof shall be contributed by the allottee(s) in the said Building on pro-rata basis (i.e. in proportion to the super area of the said premises to the total super area of all the premises in the said building / said complex, as the case may be). The first party, Maintenance Agency or the Association of premises Owners shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc., including its timings or cost thereof.

That the structure of the said building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the first party, Maintenance Agency or the Association of Premises Owners on behalf of the allottee(s) and the cost thereof shall be payable by allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each premises shall be insured by the allottee(s) at his / her / its own cost. The cost of insuring the building structure shall be recovered from the allottee(s) as a part of total maintenance charges and the allottee(s) hereby agrees to pay the same. The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Premises or any part of the said Building (like storage of inflammable / hazardous goods / articles) or cause increased premium to be payable in respect thereof for which the allottee(s) shall be solely responsible and liable.

The allottee(s) shall keep the said premises, the walls and partitions, sewers, drains, pipes and appurtenance thereto belonging, in good tenantable repair state or condition and maintain the same in a fit and proper condition in particular so as to support, shelter and protect the parts of the building(s) other than the said premises and shall abide by all laws, bye-laws, rules and regulations of the Government, Local / Municipal Authorities and / or any other authorities and local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, byelaws or rules and regulations.

That the Allottee shall use the said commercial space for lawful commercial business only. The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent / Broker / Channel Partner. In case the allottee uses or permits the user of the said commercial space for any purpose other than the one indicated above, in that event the First party / maintenance agency and / or Association of Commercial space Owners shall be entitled to initiate appropriate action against the Allottee including but not limited to preventing the Allottee and persons claiming through it from enjoying common areas and facilities and securing orders for sealing of the commercial space.

That the Allottee shall not be permitted to use the basement and service areas in any manner whatsoever and the same shall be reserved for use by the First party or the Maintenance Agency and its employees for rendering maintenance services. The basements and service shares if any as may be located within the said Building / said Complex shall be earmarked by the First party to house services including but not limited to Electric Sub-station, Transformers, DG sets, Underground water tanks, Pump Rooms, Maintenance and Service Rooms, firefighting pumps and other Equipment etc. and other permitted uses as per zoning / building plans.

That the Allottee shall not use property subject matter of this Application Form in a manner that may cause nuisance or annoyance to occupants of other premises in the said building or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Premises which tends to cause damage to any flooring or ceiling or services of any premises over, below, adjacent to the said premises or anywhere in the said land or in any manner.

The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. It is made clear that the Applicant/s shall have no right to claim partition of the said Unit and/ or common areas/ facilities.

NOTICES AND COMMUNICATIONS

The Allottee(s) shall inform the Company in writing any change in the mailing address mentioned in this Application Form/Agreement failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application Form/Agreement and deemed to have been received by the Allottee(s). In case of joint allottees, all communications shall be sent to the first named allottee in this Application Form/Agreement which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form/Agreement and the Applicant is required to comply with all its obligations on its own.

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Sole/ First Applicant

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Second Applicant

APPROPRIATION OF SALE PRICE

That the Company may, in its sole discretion, appropriate towards the Sale Price of the Said Commercial space, the amounts received from the Allottee(s) in any head/account and the appropriation so made shall not be questioned by the Allottee(s). The Sale Deed shall, however, be executed only after the out standings under all the heads are paid in full.

PAYMENT OF TAXES

That the Allottee(s) shall bear and pay taxes of all and any kind whatsoever (or his/their share of it) whether levied or leviabale now or in future on the lands and/or building(s) as the case may be, from the date of execution of this Application Form/Agreement and so long each Commercial space is not separately assessed for such taxes for the land and/or building(s) the same shall be payable and be paid by the Allottee(s) in proportion to the area of his/their Said Commercial space. Such apportionment shall be made by the Company or any other agency as the case may be and the same shall be conclusive final and binding upon the Allottee(s)

PROVISIONS BINDING ON FUTURE BUYERS/ASSIGNEES

That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Said Commercial space shall equally be applicable to and enforceable against any and all future Buyers/assignees/nominees of the allottee of the Said Commercial space, as the said obligations go along with the Said Commercial space for all intents and purposes

COMPANY'S LIEN

That the Company shall have the first lien and charge on the Said Commercial space for all its dues and other sums payable by the Allottee(s) to the Company.

CLEAR TITLE

That, subject to the Allottee(s) timely fulfilling all his/their obligations herein and there being no bar from any Government or any other Competent Authority, the Company covenants that it shall pass on a clear title in respect of the Said Commercial space in favour of the Allottee(s).

WAIVER NOT A LIMITATION TO ENFORCE

That, failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereof to enforce each and every provision.

CAPTIONS/HEADINGS

The captions/headings in this Application Form are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Application Form/Agreement or the intent of any provision hereof. The true interpretation of any matter/clause in this Application Form/Agreement shall be done by reading the various clauses and the Application Form/Agreement as a whole and not in isolation or in parts or in terms of captions provided.

LAWS OF INDIA

That the rights and obligations of the parties under or arising out of this Application Form shall be construed and enforced in accordance with the laws of India

JOINT ALLOTTEE(S)

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Sole/ First Applicant

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Second Applicant

That in case there are Joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) have agreed to this condition of the Company. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this Application Form and both/all shall be liable for the consequences jointly as well severally.

CERTAIN REFERENCES

That for all intents and purposes and for the purpose of the terms and conditions set out in this Application Form, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Application Form shall carry the same meaning and purpose as the word Allottee(s) so far as the context may permit.

JURISDICTION

This Application Form shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the courts of Faridabad shall have exclusive jurisdiction in all matters arising out of or touching and/or concerning this transaction. This clause shall survive the termination and/ or cancellation of the transaction.

DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application Form, 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 the adjudicating officer appointed under the applicable RERA rules and Act.

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Second Applicant