



SECTOR30

Application Form No. _____

**Application for Allotment by Sale of Residential Apartment in
AMAZON, Panchkula, Haryana (the "Application")**

Corporate Office: Site
M/s Bhoomi Infrastructure Co.
Gold City, Plot No. 11
Sector 19D, Vashi
Navi Mumbai-400705
Maharashtra

Office:
Sector 30, Panchkula,
Haryana -134 116

Dear Sir,

I/We request that I/We may be provisionally allotted a residential unit in AMAZON, Sector 30, Panchkula, Haryana ("Apartment" – which term shall have the meaning and implications as explained in Clause 1 of the below mentioned Terms and Conditions forming part of this Application) under your:

Down Payment Plan ☐ / Time-bound Installments Payment Plan ☐ / Construction-based Installments Payment Plan ☐

I/We remit herewith a sum of Rs. _____/- (Rupees _____
_____) by Bank Draft / Cheque No. _____ dated
_____ drawn on _____ as application amount.

In the event of M/s Bhoomi Infrastructure Co. (the "Developer") agreeing to provisionally allot an Apartment, I/We agree to pay further installments of the Basic Sale Price (as explained in Clause 4 of the Terms and Conditions forming part of this Application) and all other dues as stipulated in this Application and the Payment Plan (Annexure II to the Terms and Conditions forming part of this Application), and the Apartment Buyer's Agreement as explained to me/us by the Developer and understood by me/us.

I/We have clearly understood that this Application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an Apartment notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this Application. It is only after I/We sign and execute the Apartment Buyer's Agreement in the Developer's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Developer. If, however, I/We fail to execute and return the Apartment Buyer's Agreement within thirty (30) days from the date of its dispatch by the Developer then this Application shall be treated as cancelled only at the sole discretion of the Developer and the Earnest Money (as defined in Clause 9 of the Terms and Conditions forming part of this Application) paid by me/us shall stand forfeited without any notice or reminders and I/We shall be left with no right whatsoever in the provisionally allotted Apartment or any other property provisionally booked by me/us. I/We am/are making this Application with the full knowledge that various construction/development approvals for the project or the Apartment may not yet be sanctioned by the competent authority. I/We have instructed the Developer that if for any reason including non-sanction of the building plans, the Developer is not in a position to finally allot an Apartment applied for within a period of fifteen months from the date hereof, I/We would like to have refund of the amount deposited without any interest or compensation whatsoever, for which I/We would give notice to the Developer to make payment within thirty (30) days of the receipt of notice.

I/We understand and agree that the specific Apartment to be allotted to me/us by the Developer shall be decided through a draw of lots, the procedure for which shall be determined by the Developer in its sole discretion. Provided however, that the Developer may decide to adopt any other mechanism for allotment of the Apartment(s) as it may deem fit, and the same shall be binding on me/us.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of Basic Sale Price and all other charges as described in the Payment Plan and/ or otherwise payable, forfeiture of Earnest Money etc. as laid down herein, and/or under the Apartment Buyer's Agreement and that I will execute the Apartment Buyer's Agreement.

My/Our particulars are given below for your reference and record:

<p>1. SOLE/FIRST APPLICANT Mr./Mrs./Ms./M/s. _____ (In case of Company or Firm mention details of its authorized signatory) S/W/D of _____</p> <p>Nationality _____ Age _____ years Profession _____</p> <p>Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward / Circle / Special range and place where assessed to income tax _____</p> <p>Mailing Address _____ _____</p> <p>Tel No. _____ Fax No. _____</p> <p>Office Name & Address _____ _____ Tel. Nos. _____</p> <p>E-mail ID : _____ Mobile No.: _____</p>	<p>Please affix your Photograph here</p>
<p>2. JOINT/ SECOND APPLICANT Mr./Mrs./Ms./M/s. _____ (To be filled up in case of Joint Purchasers)</p> <p>S/W/D of _____</p> <p>Nationality _____ Age _____ years Profession _____</p> <p>Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____</p> <p>Income Tax Permanent Account No. _____</p> <p>Ward / Circle / Special range and place where assessed to income tax _____</p> <p>Tel No . _____ Fax No. _____</p> <p>Office Name & Address _____ _____</p> <p>Tel No. _____</p> <p>E-mail ID _____ Mobile No. _____</p>	<p>Please affix your Photograph here</p>

3. DETAILS OF APARTMENT

Type _____
Super built-up Area _____ sq.mtr. (approx) _____ sq.ft. (approx.)
Number of Parking Spaces _____ Open _____, Closed _____

4. PAYMENT PLAN:

DOWN PAYMENT ☐
TIME-BOUND INSTALLMENT ☐
CONSTRUCTION-BASED INSTALLMENT ☐

Note: Payments to be made by A/c Payee Cheque(s) / Demand Draft(s) in favour of '**Bhoomi Infrastructure Co.**' payable at Panchkula, Haryana.

5. DECLARATION:

I/We the applicant(s) do hereby declare that my/our Application for allotment of the Apartment by the Developer is irrevocable and that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom.

Yours faithfully,

Date : _____

x

Place: _____

Signature of First Applicant

x

Signature of Joint/ Second Applicant

Date: _____

Place: _____

.....**FOR OFFICE USE ONLY**.....

Section 1.01 RECEIVING OFFICER

Name : _____

Signature : _____

Date : _____

1. ACCEPTED / REJECTED

Apartment Type _____ Allotted No. _____

Super built-up Area _____ sq. mtr. (approx.) _____ sq. ft. (approx.)

Number of Parking Spaces _____ Open _____, Closed _____

2. Basic Sale Price: Rs. _____/-

Club Membership Entry Charges: Rs. _____/-

Parking Space Charges: Rs. _____/-

Taxes + Other charges: Rs. _____/-

(to be paid additionally on actuals *per* Payment Plan in Annexure I hereto)

Total price payable for the Apartment: Rs. _____/- (Rupees
_____ only)

3. PAYMENT PLAN:

DOWN PAYMENT

☐

TIME-BOUND INSTALLMENT

☐

CONSTRUCTION-BASED INSTALLMENT

☐

4. Payment received *vide* Cheque / DD / Pay Order No. _____ dated _____
for Rs. _____ (Rupees _____
_____ only) out of NRE / NRO /FC /SB /CUR /CA
Account No. _____ with _____ Bank _____ Branch

5. Provisional booking receipt no. _____ dated _____

6. BOOKING: DIRECT/THROUGH SALES ORGANISER

7. Sales Organizer's name, address and stamp, with signature

8. Check List for Receiving Officer:

- (a) Booking Amount cheques/ drafts
- (b) Customer's signature on all pages of the Application and at places marked 'X'
- (c) PAN No. & copy of PAN Card / Undertaking
- (d) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (e) For Foreign Nationals of Indian origin: Passport photocopy/ funds from NRE / FCNIR A/c
- (f) For NRI: Copy of Passport & Payment through NRE / NRO A/c
- (g) Two Passport size photograph.
- (h) Copy of ID card issued by a Government / Statutory Authority

9. Remarks: _____

DATE: _____

PLACE: _____

Cleared by _____ Signature _____

TERMS AND CONDITIONS
FORMING A PART OF THE APPLICATION FOR PROVISIONAL
ALLOTMENT OF A RESIDENTIAL APARTMENT IN AMAZON SECTOR 30,
PANCHKULA, HARYANA

The terms and conditions given below are not exhaustive and shall be comprehensively set out in the Apartment Buyer's Agreement which upon execution shall, to the extent of any inconsistency or additional requirement, supersede the terms and conditions set out in this Application.

1. Background and Nature of Allotment:

The Developer presently owns a parcel of contiguous land (16.80 acres) measuring approximately 17 acres in Sector 30, Panchkula, Haryana (hereinafter referred to as the "**Project Land**"), having acquired it through various duly executed and registered sale deeds.

On the Project Land the Developer is developing a complex consisting predominantly of residential units (the "**Project**"). Upon completion of the Project, the Allottee(s) shall own the Apartment and shall, along with owners of all other Apartments and built-up structures comprising the Project, have proportionate undivided interest in the common areas and facilities of the Project.

For the purposes of this Application for provisional allotment of Apartment, the allotment of 'Apartment' shall refer to vesting of the following ownership and usage rights in the Allottee(s):

- (i) The Allottee(s) shall have the ownership of the allotted Apartment and, along with owners of all other Apartments and built-up structures comprising the Project, proportionate undivided interest in the common area and facilities of the Project;
 - (ii) The regulated right to access and use the common areas and facilities of the Project.
2. The intending Allottee(s) has applied for provisional allotment of the Apartment with full knowledge of all the laws/notifications and rules applicable to construction-development projects in the State of Haryana in general and to the aforesaid Project in particular, which have been explained by the Developer and understood by him/her/they/it.
 3. The intending Allottee(s) has satisfied himself/herself/themselves/itself about the interest, title and claim of the Developer in the Project Land on which the said Project is being constructed and has understood all limitations and obligations in respect thereof. The intending Allottee(s) agrees that there will not be any further investigation(s) or objection(s) by him/her/they/it in this respect.
 4. The intending Allottee(s) agrees that he/she/they/it shall pay the price of the Apartment (the "**Basic Sale Price**") calculated on the basis of the Super built-up Area of the Apartment, and all such other additional charges as have been detailed herewith in the schedule of payments (annexed hereto as **Annexure I** and hereinafter referred to as the "**Payment Plan**"). It is further understood by the intending Allottee(s) that the calculation of the Super built-up Area of the Apartment shall be more clearly defined in the Apartment Buyer's Agreement and upon execution of that agreement the method of calculation and definition of Super built-up Area of the Apartment as stated therein shall become binding on both the parties. However, the conceptual understanding of the applicable Super built-up Area of the Apartment has already been explained to the Allottee(s) and has been understood and agreed to by the intending Allottee(s).
 5. The intending Allottee(s) understands and agrees that the specific Apartment to be allotted to him/her/they/it may be located anywhere in the said Project, and which allotment shall be decided through a draw of lots, the procedure whereof shall be determined by the Developer in its sole discretion. Provided however, that the Developer may, at its discretion, decide to adopt any other mechanism for allotment of the Apartment(s) as it may deem fit, and the same shall be binding on the intending Allottee(s).
 6. The Developer has fixed the Basic Sale Price payable by the intending Allottee(s) for the said Apartment on basis of Super built-up Area and accordingly the proportionate undivided interest in the common areas and facilities shall get transferred in favour of the intending Allottee(s).

The intending Allottee(s) confirms and represents that he/she/they/it has/have not made any payment to the Developer in any manner whatsoever for and that the Developer has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the intending Allottee(s) shall have, any additional right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities in the Project, other than as has been explained above. It is made clear by the Developer and agreed to and undertaken by the intending Allottee(s) that upon allotment of the Apartments to various allottees, as and when required by the Developer, the owners of the Apartments would be required to join an Association of Apartment Owners as may be formed by the Developer on behalf of the Apartment owners and would be required to pay such fees, subscription charges etc. and to complete such documentation and formalities as may be required of the Apartment owners including the intending Allottee(s) in this regard. Such Association of Apartment Owners may be registered as a society (the “**Society**”) and each Apartment owner including the intending Allottee(s) shall be required to become a member of the Society. The Society shall be formed for such purposes and with such powers and functions as may be necessary for betterment, upkeep, maintenance and continued consistency/integrity of the Project, and to this end the bye-laws of the Society may impose certain restrictions on the Apartment owners including the intending Allottee(s) in relation to the usage of the Apartment and access to and usage of other common areas/ facilities of the Project. It is further specifically agreed to by the intending Allottee(s) that in case during the course of construction and/or after the completion of the Project, further construction on any portion of land underlying the Project and/ or on any building and/ or terrace under the Project becomes possible (including, but not being limited to, specifically for reasons of any increase in/ addition to land underlying the Project and/ or increase in the permitted Floor Space Index in relation to the Project), the Developer shall have the exclusive right to take up or complete such further construction as belonging to the Developer notwithstanding the designation of any area or facility as a common area or otherwise. In such a situation, the proportionate share of the intending Allottee(s) in the common area and facilities shall stand varied accordingly. Further all the residuary rights in the land underlying the Project and/or the Project shall continue to remain vested with the Developer till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person/ organization or to the Association of Apartment Owners.

7. The intending Allottee(s) agrees to pay proportionately to the Developer and/or its associates (as directed) any new or increase in government/ statutory development charges levied by the Government (over and above what has been presently incorporated in the Payment Plan) as and when demanded. In addition, the intending Allottee(s) also agrees to proportionately pay to the Developer and/or its associates (as directed) all government rates, cesses, charges, wealth tax, service tax or other taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of this Application, prior to the execution of the sale deed for the Apartment in favour of the intending Allottee(s) (the “**Sale Deed**”). If such charges are increased (including with retrospective effect) after the Sale Deed has been executed then these charges shall be treated as unpaid Basic Sale Price of the Apartment and the Developer and/or its associates (as the case may be) shall have lien on the Apartment of the intending Allottee(s) for and till the time of recovery of such charges.
8. In addition to the development charges, as mentioned in Clause 7 hereinabove, the Government or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cess(es), charges under any nomenclature on prescribed basis, either existing or leviable in future and in that event, the intending Allottee(s) agrees to proportionately pay the same either directly to the concerned authorities or if paid by the Developer and/or its associates, reimburse the same to the Developer and/or its associates on pro-rata basis on demand being raised by the Developer on him/her/them/it in this regard. It has been clarified to the intending Allottee(s) that such other charges shall be payable by the intending Allottee(s) in addition to the government/ statutory development charges mentioned in Clause 7 above. In case such other charges are levied or demanded by the government from the Developer and/or its associates with retrospective effect for any reason whatsoever, the intending Allottee(s) shall be liable to pay the same on demand being raised by the Developer and/or its associates on retrospective basis. In case the Sale Deed has already been executed in favour of the intending Allottee(s) and the demand of such other charges has been made by the concerned authority after the execution of such Sale Deed, then the pro-rata demand made by the Developer and/or its associate on the intending Allottee(s) shall be treated as unpaid Basic Sale Price of the said Apartment and the Developer and/or its associate shall have a lien on the Apartment to the extent of such unpaid amount.

9. The Developer and the intending Allottee(s) hereby agree that the initial payment of fifteen percent (15%) of Basic Sale Price, payable at the time of submission of the Application (as indicated in the Payment Plan) shall be treated as earnest money (the “**Earnest Money**”) for the purpose of this Application and Apartment Buyer’s Agreement. The intending Allottee(s) hereby authorizes the Developer to forfeit the Earnest Money along with the interest on delayed payments in case of non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyer’s Agreement as also in the event of failure by the intending Allottee(s) to sign and return to the Developer the Apartment Buyer’s Agreement within thirty (30) days from the date of its dispatch by the Developer. It is understood and agreed to by the intending Allottee(s) that the amount of the Earnest Money shall stand adjusted against the Basic Sale Price at the time of execution of Sale Deed, only if the Basic Sale Price and all other charges as indicated in the Payment Plan and otherwise payable under these Terms and Conditions forming part of this Application and/or the Flat Buyer’s Agreement have been paid in full by the intending Allottee(s).
10. The payment on or before due date, of all amounts comprising the Basic Sale Price and all other charges being payable by the intending Allottee(s) as per the Payment Plan and/ or otherwise payable under these Terms and Conditions forming part of this Application and/or the Flat Buyer’s Agreement, as and when demanded by the Developer from time to time is the essence of this Application and the Apartment Buyer’s Agreement. It is understood and agreed to by the intending Allottee(s), that till such time as all such payments are made in full, the intending Allottee(s) shall not acquire any right, title, interest or claim in or otherwise in relation to the Apartment or to any part of the Project.
11. The intending Allottee(s) has made this Application with full knowledge that the building plans, specifications, location of the Apartment, floor plans and other terms and conditions as stated in this proposal are tentative and are liable to change and open to alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Developer as it may deem fit and the intending Allottee(s) has made this proposal with the full knowledge of possibility of such alteration.
- The intending Allottee(s) authorizes the Developer to refund the entire money received from the intending Allottee(s) if the building plans are not sanctioned by the competent authority within fifteen months of the date of this Application, with an interest @ nine percent (9 %) per annum calculated from the expiry of the aforesaid period. The intending Allottee(s) has assured the Developer that he/she/they/it shall not raise any disputes in this regard and that his/her/their/its consent and authorization to the Developer for such refund is irrevocable.
12. The intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative and the intending Allottee(s) authorizes the Developer to effect suitable and necessary alterations/modifications in the layout plan/ building plans/ parking plans designs and specifications as the Developer may deem fit or as directed by any competent authority(ies). However, in case of any major alteration /modification resulting in a higher than 10% change in the Super built-up Area of the Apartment or material change in the specifications of the Apartment (provided herewith in **Annexure II**) at any time prior to and upon the obtainment of occupation certificate, the Developer shall intimate the intending Allottee(s) in writing about the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her and the intending Allottee(s) agrees to inform the Developer in writing of his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his full consent to all the alterations/modifications. If the intending Allottee(s) writes to the Developer within thirty (30) days of intimation by the Developer indicating his non-consent/objections to such alterations/ modifications then the allotment shall be deemed to be cancelled and the Developer shall refund the entire money received from the intending Allottee(s), without any interest. The intending Allottee(s) agrees that the Basic Sale Price component and other proportionate charges (comprising the Payment Plan and being charged and payable on actuals) corresponding to any increase or reduction of upto 10% in the Super built-up Area of the Apartment shall be payable or refundable without any interest as intimated by the Developer.
13. Without prejudice to the provision relating to delayed delivery of possession of the Apartment to the Allottee(s), the intending Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other authority or if the competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment or the Project 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 court of law or due to force majeure conditions, the Developer, after provisional and / or final allotment, is conclusively disabled from delivering the Apartment to the intending Allottee(s) for his/her occupation and use, the intending Allottee(s) agrees that the Developer shall only be liable to refund the amounts received from the Allottee(s) without any interest or any compensation whatsoever and that further the Allottee(s) would have no claim against the Developer or any of its affiliates.

14. The Developer shall, subject to force majeure circumstances or such other circumstances beyond the reasonable control of the Developer, endeavour to complete the construction of the said Apartment within a period of thirty six (36) months from the date of execution of the Apartment Buyer's Agreement with an extension of additional twelve (12) months (on a no claims basis) subject to timely payment by the intending Allottee(s) of the Basic Sale Price and all other charges as may be payable under the Payment Plan and otherwise under these Terms and Conditions forming part of this Application and/or the Apartment Buyer's Agreement, as demanded by the Developer. The Developer, on obtaining the certificate for occupation and use from the competent authorities and upon execution of the Sale Deed for the Apartment shall, hand over the Apartment to the intending Allottee(s) for his/her/their/its occupation and use, subject to the intending Allottee(s) having complied with all the terms and conditions of the Apartment Buyer's Agreement.
15. The intending Allottee(s) upon completion of the said Apartment agrees to enter into a maintenance agreement with the Developer and/ or any of its affiliates or nominee ("**Maintenance Agency**") as may be appointed/nominated by the Developer from time to time for the management, maintenance and upkeep of the common areas and facilities of the entire Project.

The intending Allottee(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Developer or its nominee an Interest Bearing Maintenance Security Deposit ("**IBMS**") (at such rate calculable per sq. ft. of the Super built-up Area of the Apartment, as may be indicated in the Apartment Buyer's Agreement) carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by State Bank of India at the close of each financial year on 31st March. The interest accruing on the IBMS shall primarily be used for maintenance of common areas and services of the Project provided, however, that if the cost of maintenance of the common areas and facilities of the Project exceeds the amount of the interest so accrued on IBMS, then such additional cost shall be chargeable to the owners of the Apartments in the Project on a pro-rata basis, and the intending Allottee(s) shall be obligated and undertakes to pay such pro-rata maintenance charge to, and as and when demanded by the Maintenance Agency irrespective of whether the intending Allottee(s) is in occupation of the Apartment or not. The charges, for various facilities of the clubhouse to be decided later by the developer.

In case of failure of the intending Allottee(s) to pay the maintenance bill(s) and any other applicable charges on or before the due date, the intending Allottee(s) in addition to permitting the Maintenance Agency to deny him/her/they/it the maintenance services, also authorizes the Maintenance Agency to adjust the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount, the IBMS falls below the agreed sum then the intending Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand made in this regard. Further, the Developer or its nominee in this regard reserves the right to increase the IBMS from time to time in keeping with the increase in the cost of maintenance services and the intending Allottee(s) agrees to pay such increases within fifteen (15) days of demand made in this regard. If the intending Allottee(s) fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the intending Allottee(s) authorizes the Developer to treat the allotment as cancelled without any notice to the intending Allottee(s) and to recover the shortfall from the sale proceeds of the said Apartment and to refund to the intending Allottee(s) only the balance of the money realized from such sale after deducting therefrom the entire Earnest Money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the Payment Plan and/ or otherwise under these Terms and Conditions forming part of this Application and/ or the Apartment Buyer's Agreement. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to IBMS as stipulated in this clause shall survive the conveyance of title in favour of the intending Allottee(s) and the Developer or its nominee in this regard shall have first charge / lien on the said Apartment in respect of any such non-payment of shortfall / increases as the case may be.

16. The intending Allottee(s) undertakes to execute the Sale Deed within sixty (60) days from the date of Developer intimating in writing the receipt of the certificate for use and occupation of the said Apartment from the competent authority failing which the intending Allottee(s) authorizes the Developer to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance price paid by the intending Allottee(s) without any interest upon realization of money from sale or re-allotment to any other party.
17. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and/or other terms and conditions of the Application and the Apartment Buyer's Agreement failing which he/she/they/it shall forfeit to the Developer the entire amount of Earnest Money, interest on delayed payment etc. and the allotment/Apartment Buyer's Agreement shall stand cancelled and the intending Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Apartment or any part thereof or against the Developer or any of its affiliates. The Developer shall thereafter be free to sell and/or deal with the said Apartment in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, interest on delayed payment would be refunded to the intending Allottee(s) by the Developer only after realizing the said amounts on such sale but without any interest or compensation of whatsoever nature.
- Without prejudice to the Developer's aforesaid rights, the Developer may at its sole discretion waive the breach by the intending Allottee(s) in not making payments as per the Payment Plan but on the condition that the intending Allottee(s) shall pay to the Developer interest which shall be charged for the first ninety (90) days from the due date @ eighteen percent (18 %) per annum and for all periods exceeding first ninety (90) days after the due date @ twenty-one percent (21 %) per annum.
18. The Developer may, at its sole discretion and subject to applicable law, permit the intending Allottee(s) to get the name of his/her/their/its nominee substituted in his/her/their/its place for allotment of the Apartment subject to such terms and conditions and charges as the Developer may impose. The intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
19. The intending Allottee(s) hereby authorizes and permits the Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of his/her/their/its Apartment subject to the Apartment being free of any encumbrances at the time of execution of Sale Deed. The Developer/financial institution/bank shall always have the right to have first lien/charge on the said Apartment for all its/their dues and other sums payable by the intending Allottee(s) or in respect of the loan granted for the purpose of the construction-development of the said Apartment. In case the intending Allottee(s) has opted for long term Payment Plan arrangement with any financial institutions / banks, the conveyance of the Apartment in favour of the intending Allottee(s) shall be executed only upon the Developer receiving a No Objection Certificate from such financial institutions/Banks.
20. The intending Allottee(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the intending Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of allotment and sale and to keep the Developer and/or its associates and their respective agents and representatives, 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 Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the intending Allottee(s).
21. It is made clear that in respect of all remittances, acquisition / transfer of the said Apartment it shall be the sole responsibility of the Allottee(s) to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations thereunder including the rules and regulations of the Reserve Bank of India or any other applicable laws and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application or Apartment Buyer's Agreement. Any refund, transfer of security if provided in terms of the Apartment Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or and the rules and regulations of the Reserve Bank of India or any other applicable law. The intending Allottee(s) understands that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The intending

Allottee(s) shall keep the Developer and their agents, representatives and employees fully indemnified and harmless in this regard.

22. The intending Allottee(s) shall inform the Developer in writing of any change in the mailing address mentioned in this Application failing which all demands, notices etc. by the Developer shall be mailed to the address given in this Application and deemed to have been received by the intending Allottee(s). In case of joint Allottees, all communication shall be sent to the first named intending Allottee in this Application.
23. The provisional and/or final allotment of the Apartment is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
24. It is specifically agreed and understood by the intending Allottee(s) that this proposal/Application is purely on tentative basis and the Developer may at its sole discretion decide not to allot any or all Apartments to anybody or altogether decide to put at abeyance the development or disposal of the Project itself for which the intending Allottee(s) shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal or receipt of the initial token money being received by the Developer with this proposal from the intending Allottee(s). Further, the provisional and/or final allotment of the Apartment is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reason thereof.
25. It is specifically understood by the intending Allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyer's Agreement shall, to the extent of any inconsistency or any additional conditionalities supersede the terms and conditions as set out in this Application.
26. 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.
27. Without prejudice to the rights of the Allottee(s) herein, the Developer reserves the right to transfer ownership of the said Project and/or the Project Land in whole or in parts to any other person by way of sale / disposal / or any other arrangement as may be decided by them in their sole discretion and the intending Allottee(s) agree(s) that he/she/they/it shall not raise any objection in this regard.
28. All or any disputes arising out of or touching upon or in relation to the terms of this Application or the Apartment Buyer's Agreement including the interpretation and validity of the terms hereof/thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Panchkula by a sole arbitrator ("**Arbitrator**") who shall be appointed by the Developer and whose decision shall be final and binding upon the Parties. The Allottee(s) hereby confirms that he/she/they/it shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Developer or is otherwise connected to the Developer and the Allottee(s) confirms that notwithstanding such relationship or connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Panchkula shall have exclusive jurisdiction over any such disputes relating to this Application or the Apartment Buyer's Agreement.

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 with the terms and conditions as comprehensively set out in the Apartment Buyer's Agreement which shall, to the extent of any inconsistency or any additional conditionalities, supersede the terms and conditions set out in this Application. I/We are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of our obligations as set out in this Application and/or Apartment Buyer's Agreement 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 and/or Apartment Buyer's Agreement. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, I have now signed this Application form and paid the monies thereof fully conscious of my/our liabilities and

obligations including forfeiture of earnest money as maybe imposed upon me. I/We further undertake and assure the Developer that in the event of cancellation/ rejection of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set-out- in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien on the Apartment- applied for or any part thereof and provisionally and/or finally allotted to me/us in any manner whatsoever.

SIGNATURE OF THE INTENDING ALLOTTEE(S)

Date: _____

Applicant No. 1 _____

Place: _____

Applicant No. 2 _____