

Date: .....

**KASHISH DEVELOPERS LIMITED**

**Regd. Office. :**  
87, Old A.G.Colony  
Kadru, Ranchi-834002  
Jharkhand (India)

**Corporate & Project Office:**  
Manor One,  
Sector-111, Gurugram-122017  
Dwarka Expressway (NPR),  
Haryana (India)

Sub: **Application for Registration of Allotment / Provisional Allotment of Apartment /Villa in your Group Housing Residential Complex “MANOR ONE” at Sector-111, Gurugram, Haryana.**

Dear Sirs,

I/We request that I/We may be registered for Allotment / Provisional Allotment of a Flat/Villa/Unit in the proposed Group Housing Residential Complex to be developed by **Kashish Developers Limited** (hereinafter referred to as the Company/Developer) at Sector-111, Gurugram, Haryana.

I/We request that I/We may be allotted / provisionally allotted an Apartment/Villa with an exclusive right to use Parking Space(s)(hereinafter defined ) in the Said Group Housing Complex as per the Company’s discretion:

Down Payment Plan  Construction Linked Plan  Subvention Scheme  Possession Link Plan  Assured Return

I/We have fully read and clearly understood the terms and conditions of this Application, stated hereinafter and I/We agreeable to the same.

I/We enclose herewith a sum of Rs...../- ( Indian Rupees.....  
.....only)

By Bank Draft /Banker’s Cheque / Pay Order / Cheque No. / RTGS / Cash.....dated.....  
Drawn .....on .....  
....., favouring “**Kashish Developers Limited**”  
as a provisional Booking Amount / **Earnest Money.**

I/We agree and note that the allotment / provisional allotment of Apartment/Villa/Unit is entirely at the sole discretion of the Company and the Company has right to reject my/our offer without assigning any reason thereof and without incurring/carrying any liability towards cost/damage/interest etc except that the registration amount received on registration or thereafter shall be refunded to me/us, subject to the terms & conditions mentioned herein below.

I/We agree to sign and execute, as and when required, the Allotment Letter containing further terms and conditions of allotment, Apartment Buyers Agreement and other related documents prescribed by company and standard formats (if such documents are not returned duly signed by me/us within the prescribed time all the terms and conditions of the said documents shall be deemed accepted by me/us). I/We also agree to abide by the General Terms & Conditions of registration for Allotment/ provisional allotment (hereinafter defined).

I/We agree that if the Company allots the Said Apartment / Villa (hereinafter defined) then I / We agree to pay the Sale Price ( hereinafter defined ) and all other amounts, charges and dues as per the payment plan opted by me/us and/or as and when demanded by the Company or in accordance with the Terms and Conditions of this Application (hereinafter defined ) that shall be executed in due course by the Company on the Company’s standard format.

I/We have clearly understood by submitting this Application that I/we do not become entitled to the final Allotment of the Said Apartment / Villa in the Said Group Housing Complex notwithstanding the fact that the Company may issue a receipt in acknowledgement of the money tendered with this Application. I/We further understand that submission of this Application Form does not mean as a final allotment, however it will confirm as a final allotment only after issuance of Allotment Letter in favour of the applicant(s) by the Company. If I / We fail to execute the final Sale Agreement (to be supplied by the Company) within thirty (30) days from the date of its dispatch by the Company then

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

the Company shall have the discretion to treat this Application as cancelled and on such cancellation the **Earnest Money** (mentioned herein above) will be forfeited.

I / We understand that if for any reasons, the Company declines or is not in a position to finally allot the Said Apartment / Villa , the Company shall refund the **Earnest Money**. I / we understand that the Company shall have no other liability of any kind, except the refund of this amount without any interest.

I / We acknowledge that the Company has provided all the information, explanations and clarifications as required by me / us. I/We am/are fully satisfied with the same and I/We have relied on my/our own judgment and investigation in deciding to apply for purchase of the Said Apartment / Villa and have not 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/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Group **Housing** Complex/Said Apartment/Villa. No oral or written representations or statements shall be Considered to be a part of this Application and that this Application is self contained and complete in Itself in all respects.

Notwithstanding anything contained herein in this Application, I/We understand that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.

I / We agree to abide by the terms and conditions of this Application, including those relating to payment of Sale Price and other deposits, charges, rates, Taxes ( hereinafter defined ), cesses, levies, etc. and forfeiture of **Earnest Money** and **Non Refundable Amounts** as laid down herein and/or in the Agreement.

**The particulars of the Applicant(s) are given below for the Company's reference and record:**

1.(i) **SOLE OR FIRST APPLICANT(S)**Mr./Mrs./Ms. ....

S/W/D of .....

Nationality.....Age.....years

Profession.....

Residential Status: Resident/Non-Resident/Foreign Nation of Indian

Origin/PIO/Others.....

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to Income Tax.....

Mailing Address.....

.....

Tel No.....Fax No.....

Office Name & Address.....

.....

.....Tel No.....

Email ID.....Mobile.....



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Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

(ii) **JOINT OR SECOND APPLICANT(S)** Mr./Mrs./Ms. ....

S/W/D of .....

Nationality.....Age.....years

Profession.....

Residential Status: Resident/Non-Resident/Foreign Nation of Indian

Origin/PIO/Others.....

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to Income Tax.....

Mailing Address.....

.....

Tel No.....Fax No.....

Office Name & Address.....

.....

.....Tel No.....

Email ID.....Mobile.....



(iii) **JOINT OR THIRD APPLICANT(S)** Mr./Mrs./Ms. ....

S/W/D of .....

Nationality.....Age.....years

Profession.....

Residential Status: Resident/Non-Resident/Foreign Nation of Indian

Origin/PIO/Others.....

Income Tax Permanent Account No.....

Ward/Circle/Special Range and place where assessed to Income Tax.....

Mailing Address.....

.....

Tel No.....Fax No.....

Office Name & Address.....

.....

.....Tel No.....

Email ID.....Mobile.....



X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

OR

\*M/s.....

A partnership firm duly registered under the Indian Partnership Act, 1932 through its partner authorized by resolution dated..... Shri/Smt ..... ( copy of the resolution signed by all Partners required ). PAN/TIN: .....

Registration No. ....

OR

\*.....( an HUF ).....Authorized Signatory by certificate/resolution dated.....

OR

\*..... a Company registered under the Companies Act, 1956 or a body corporate incorporated outside India, having its Corporate Identification No.....and having its registered office at .....through its duly authorized signatory Shri/Smt..... authorized by Board resolution dated.....(copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN.....

(\*Delete whichever is not applicable)

**2.DETAILS OF APARTMENT/VILLA/UNIT**

Apartment / Villa No. ....Block : .....Floor : .....Super area : .....sq. ft. (approx.)

No. of Parking Space(s) ..... COVERED  OPEN

**3. DETAIL OF PRICING**

\* Basic Sale Price (super area) with an exclusive right to use One Parking Space: @Rs ...../- per sq. ft. ....

Aggregating to Rs..... (Rupees..... only)

PLC (.....) @ Rs...../- per sq. ft. and PLC (.....) @ Rs...../- per sq. Ft. for the super area aggregation to Rs. ....- (Rupees ..... only)

\* Sales Price payable for the Said Apartment / Villa: Rs.....-/(Rupees ..... only)

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Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

**4. DECLARATION**

I / We do hereby declare that this Application is irrevocable from our part and the above particulars/information given by me/us is true and correct and nothing has been concealed there from.

Date: .....

Place: .....

Yours faithfully

X  
SIGNATURE OF THE SOLE/FIRST APPLICANT

X  
SIGNATURE OF THE SECOND APPLICANT

X  
SIGNATURE OF THE THIRD APPLICANT

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

**FOR OFFICE USE ONLY**

**RECEIVING OFFICER**

Name : .....

Signature: .....

Date : .....

1. ACCEPTED  / REJECTED

**2. DETAILS OF APARTMENT/VILLA/UNIT**

Apartment / Villa No.: ..... Block: ..... Floor: .....

Super Area: ..... sq. ft. (approx) No. of Parking Space(s): ..... COVERED  / OPEN

**3. DETAILS OF PRICING**

\* Basic Sale Price (super area) with an exclusive right to use One Parking Space: @Rs ...../- per sq. ft. ....

Aggregating to Rs..... (Rupees.....  
.....only)

\* PLC (.....) @Rs ...../- per sq. ft and PLC (.....)@Rs ...../- per sq. ft.  
for the super area aggregation to Rs. ....-/- (Rupees .....  
.....only)

Sales Price payable for the Said Apartment / Villa: Rs.....-/- (Rupees .....  
.....only)

4. **PAYMENT PLAN:** Down Payment Plan  Construction Linked Plan   
Subvention Scheme  Possession Link Plan  Assured Return Plan

5. Payment received vide D/D Pay Order/Cheque No. .... dated .....  
ForRs. .... /- (Rupees .....  
.....(only) out of NRE/NRO/FC/SB/CA drawn on  
.....

6. Booking receipt No. .... dated .....

7. BOOKING: DIRECT  / THROUGH SALES ORGANISER (BROKER)

8. Broker's Name, Address & Stamp with signature: .....  
.....  
.....

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

- 9. Check-list for Receiving Officer:
- 9.1 Booking amount (Please put Name and Tel/Mobile No. at the reverse of the Cheque/Draft/Pay Order).
- 9.2 Applicant(s) signature on all pages of the Application Form at places marked as "X".
- 9.3 Documents to be submitted along with the Application Form.

**INDIVIDUALS**

- Photograph(s)
- Copy of PAN Card (Self Attested)
- Proof of Address

**FIRM**

- Copy of PAN Card (Self Attested)
- Attested copy of Partnership Deed
- Resolution of partners giving authority

**PRIVATE / LIMITED COMPANY**

- Certified copy of Memorandum & Articles of Association
- Board Resolution
- Certified copy of PAN Card

**HUF**

- Certified copy of PAN Card
- Authority Letter

**FOREIGN NATIONAL / NON-RESIDENT INDIAN / PERSON OF INDIAN ORIGIN / CORPORATE INCORPORATED OUTSIDE INDIA**

- Copy of Passport (Self attested)
- Bank Certificate regarding remittance
- Bank Certificate regarding NRE/NRO Association
- Certified copy of Memorandum & Articles of Association
- Board Resolution
- Any other permission required under FEMA

Any other document(s) as required by the Company.

Date: .....

Place: .....

(Signature .....) .....

Authorized Signatory

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR REGISTRATION OF ALLOTMENT/ PROVISIONAL ALLOTMENT OF AN APARTMENT / VILLA IN "MANOR ONE" AT SECTOR-111, DIST. GURUGRAM, HARYANA**

The terms and conditions given below are merely indicative and are more comprehensively set out in the Sale Agreement / Apartment Buyers Agreement which upon execution shall supersede the Terms and Conditions set out in this Application. The Applicant(s) shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

**Definitions and Interpretation:**

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

**"Act"** means the Haryana Apartment Ownership Act, 1983 or any other rule, statutory enactment, amendment or modifications thereof.

**"Apartment Buyers Agreement" / "Sale Agreement"** means the Apartment / Villa Buyer's Agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

**"Applicant"** means person(s), applying for Registration for Allotment of the Said Apartment / Villa, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

**"Application"** means whole of this Application Form, including all annexures, schedules, terms and conditions for Registration for Allotment of the Said Apartment / Villa in the Said Group Housing Complex.

**"Basic Sale Price"** means consideration payable for the said Apartment / Villa as more particularly stated in the Payment Plan which includes charges for exclusive right to use One Parking Space. The Basic Sale Price is exclusive of the **EDC/IDC**, Preferential Location Charges as applicable, if the Said Apartment / Villa is preferentially located. The Basic Sale Price further does not include Taxes, charges, security amount/deposits etc., and other amounts payable as per the terms of the Agreement including but not limited to:

- i) IFMS (Interest Free Maintenance Security) for the Said Apartment / Villa which shall be deposited by the Applicant(s), as applicable to be determined by the Company at a later stage.
  - ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant(s) alone.
  - iii) A sum equivalent to the proportionate share of Taxes for the Said Apartment / Villa shall be paid by the Applicant(s) to the Company.
  - iv) IDC/EDC, as applicable, in case of any revision by the government agencies, the same (and arrears, if any) will be applicable on a pro rata basis and shall be payable by the Applicant(s).
  - v) The Maintenance Charges, property tax, municipal tax, fees or levies of any kinds by whatever name called on proportionate basis for the Said Apartment / Villa shall be payable by the Applicant(s).
  - vi) The cost of mainline electricity connection charges, and diesel generator power back-up inside the said Apartment / Villa, as applicable shall be payable by the Applicant(s).
  - vii) The Club Membership Enrolment Charges ("CMEC") as applicable, for availing the membership of the Club and any other charges that may be payable by the Applicant(s).
  - viii) Any other charges or expenses as may be more particularly specified in the Said Apartment / Villa Buyer's Agreement
- "Company"** means Kashish Developers Limited, having its Registered Office at 87, Old A.G.Colony, Kadru, Ranchi-834002, Jharkhand (India) and **Corporate Office at Manor One, Dwarka Expressway (NPR), Sector-111, Gurugram-122017, Haryana (India)** and includes its affiliates, sister concerns, subsidiary(ies), associate(s) and holding company.

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Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant



**“Earnest Money” / “Booking Amount”** means 10% of the Sale Price of the Said Apartment / Villa payable by the Applicant(s) at the time of booking.

**“EDC”** shall mean External Development Charges levied / leviable on the Said Group Housing Complex (by whatever name called or in whatever form) by Government Authority and includes any increase in such charges.

**“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 to perform obligations under this Application, which shall include but not limited to:

- (a) acts of God i.e. Fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) 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 Agreement; or
- (g) 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 Group Housing Complex/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;
- (h) any event or circumstances analogous to the foregoing.

**“IFMS”** means the Interest Free Maintenance Security to be paid by the Applicant(s) for the maintenance and upkeep of the Said Group Housing Complex/Said Building/Said Apartment / Villa to be paid as per the payment plan to the Company or to the Maintenance Agency @ **Rs. \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only)** per sq. Ft. of the super area of the Said Apartment / Villa.

**“IDC”** shall mean the Infrastructure Development Charges levied / leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of State/National Highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase in any such charges;

**“Maintenance Agency”** means the person(s) who shall carry out the maintenance and upkeep of the Said Group Housing Complex and who shall be responsible for providing the maintenance services within the Said Group Housing Complex/ Said Building/ Said Apartment, which can be the Company or association of Apartment / Villa owners or such other agency/ body/ company to whom the company may handover the maintenance of the Said Group Housing Complex.

**“Non Refundable Amounts”** means interest paid or due on delayed payments, Processing and Administrative Charges (i.e. 2% of BSP),deduction of brokerage paid by the Company, if any, etc.

**“Parking Space(s)”** means parking space(s) allotted to the Applicant(s), details of which are mentioned above in the Application.

**“PLC”** Preferential Location Charges of the Said Apartment / Villa payable/as applicable to be calculated on the per sq. ft/per sq. mtr. Basis of super area of the Said Apartment / Villa, as mentioned in item no. 3 of this Application hereinabove.

**“Sale Agreement”** shall mean the detail terms & conditions to be supplied by the Company only to successful allottee and to be signed by the Applicant(s) and the Company.

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Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

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Third Applicant

**“Sale Apartment”** shall mean the specific apartment applied for by the Applicant(s) in the Said Building, details of which have been set out in the Application and includes any alternative apartment, if allotted, to the Applicant(s) in lieu of the Said Apartment.

**“Said Building”** means the building in the Said Group Housing Complex, as mentioned in this Application in which the Said Apartment / Villa may be located.

**“Said Land”** means all that land on which the Said Group Housing Complex is developed.

**“Said Documents”** means the Application Form, these Terms & Conditions and the Provisional Letter of Allotment/Provisional Allotment shall constitute the entire terms & conditions with respect to the Allotment/Provisional Allotment of the Said Premises to the Applicant(s) and supersede all prior discussions and arrangements whether written or oral, if any, between the Company and the Applicant(s) relating to the things covered herein. No amendment to these Terms & Conditions shall be valid or binding unless set forth in writing and duly executed by the Company and the Applicant(s). No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the Company or the Applicant(s) purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

**“Said Group Housing Complex”** means the group housing complex to be developed on Said Land under the name and style of **“MANOR ONE”** as per the buildings plans, comprising residential apartments, villa, buildings, club house, etc.

**“Said Specific Land”** means the precise land underneath the Said Building.

**“Taxes”** shall mean any and all taxes payable by the Company by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Workers Welfare Cess/Fund, Service Tax, Cess, Educational Cess or any other Taxes, Charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Villa/Said Building/Said Group Housing Complex.

**“Sale Price”** means the amount amongst others, payable for the Said Apartment/Villa which includes Basic Sale Price, PLC (if the Said Apartment/Villa is preferentially located), calculated on per sq. feet .Basis of the super area of the Said Apartment/Villa with an exclusive right to use One Car Parking Space but does not include other amounts, charges, security amount etc., which are payable as and when demanded by the Company in accordance with the terms of this Application/Agreement, including but not limited to: –

- i) EDC.IDC, increase in IDC, increase in EDC, wealth tax, government rates, tax on land, fees or levies of all and any kinds by whatever name called on the Said Group Housing complex.
- ii) IFMS
- iii) Maintenance Charges, Additional PLC, Property Tax, Municipal Tax on the Said Apartment/Villa.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant(s).
- v) Taxes.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges and charges for other recreational facilities, as applicable.
- viii) Cost of an exclusive right to use additional Parking Space(s), if any, allotted to the Applicant(s).
- ix) Any other charges that may be payable by the Applicant(s) as per the other terms of the Application and such other charges as may be demanded by the Company.

which amounts shall be payable by the Applicant(s) in accordance with the Terms and Conditions of the Application /Agreement and as per the demand raised by the Company from time to time.

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 feminine gender and legal entities/artificial persons.

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Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

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Third Applicant

CERTAIN RULES OF INTERPRETATION with respect to the provisions herein:

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions thereof;
  - (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
  - (c) Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same.
  - (d) The Schedules and Annexures annexed to these Standard Terms & Conditions form an integral part hereof;
  - (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.
1. The Applicant(s) has applied for Provisional Allotment of the Said Apartment/Villa and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Apartment/ Said Villa/Said Building/Said Group Housing Complex and has also satisfied himself about the arrangements/title/interest/rights of the Company in the land on which the Said Apartment/ Said Villa/Said Building/Said Group Housing Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant(s) confirms that this Application is irrevocable on their part and cannot be withdrawn.
  2. After scrutiny of the Application, the company will allot Apartment/Villa to those Applicant(s) only who will pay 25% amount (including **earnest money**) of BSP to the company. On payment of additional 10% of BSP the company will execute Sale Agreement/Apartment Buyers Agreement with the Applicant(s) on the standard format of the company.
  3. The Applicant(s) shall pay the Sale Price of the Said Apartment/Villa in accordance with the payment plan opted by the Applicant(s) and in addition, the Applicant(s) shall also be liable to pay all other amounts, charges and dues mentioned in this Application and/or the Agreement in accordance with the demand raised by the Company from time to time. The Applicant(s) agrees and understands that the Sale Price of the Said Apartment/Villa and other charges are calculated on the basis of the super area of the Said Apartment/Villa which is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in this Application. It is further understood by the Applicant(s) that the definition of super area of Apartment / Villa shall be more clearly defined in the Agreement and the Applicant(s) affirms to be bound by the same.
  4. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all 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 Applicant(s).
  5. The Applicant(s) shall not carry out any illegal/un-authorized alterations, modifications, etc. in the Said Apartment/Villa and shall use and occupy the Said Apartment/Villa for residential purposes in such manner and mode as may be provided in the Agreement.
  6. The Applicant(s) understands that the final Allotment of the Said Apartment/Villa is entirely at the discretion of the Company and the Company and its personnel stand duly indemnified in respect of any or all matters covered under this Application.
  7. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Apartments/Villas in the Said Group Housing Complex/Said Building to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/title/interest on the acceptance of the Application

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Sole/First Applicant

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Second Applicant

X \_\_\_\_\_  
Third Applicant

and receipt of the booking amount. If the Company decides to kept the project in abeyance for a particular period the Applicant(s) will not be entitle to demand for refund of amount paid. It is further made clear that if the Company drop the Project due to unforeseen reason the Applicant(s) will get back their deposited amount without any interest.

8. Subject to the other Terms and Conditions of this Application, on and after the payment of the Sale Price and other charges and dues as per the Application, the Applicant(s) shall have the: i) ownership of the apartment area of the Said Apartment; ii) undivided interest and the right to use common areas and facilities along with the other apartment owners; iii) right to exclusive use of the Parking Space(s); allotted to the applicant(s) and iv) undivided proportionate interest in the said Specific Land of the Said Building calculated in the ratio of super area of the Building situated in the Said Group Housing Complex (Although the Applicant(s) shall not be making any payment towards the Said Specific Land).

The Applicant(s) who opted to purchase Villas shall have the: i) ownership of the Villas ii) undivided interest and the right to use common passes and facilities along with the other occupants of the Said Group Housing Complex; iii) right to exclusive use of the Parking Space(s); allotted to the applicant(s) and iv) undivided proportionate interest in the said Specific Land in the Said Group Housing Complex. However the purchaser of the Villas will not authorise / allow to construct any additional structure on the vacant land lies adjacent to the Villa.

9. The Applicant(s) agrees that the Applicant(s) shall not have any right in any commercial premises, building, shops, community centre, club and school, if any, constructed in the Said Group Housing Complex. The Company shall be free to dispose off the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, Allotment/Provisional Allotment and finalization of sale of the shops, commercial premises, buildings, community centre, club, school, etc., or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority, body, any person, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.
10. The Applicant(s) agrees and understands that the Said Apartment / Said Villa / Said Building/ Said Group Housing Complex may be subject to the relevant Acts. The common areas and facilities and the undivided interest of each Apartment / Villa owner in the Said Specific Land of the Said Building as decided by the Company or as specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Applicant(s). The Applicant(s) agrees and confirms that the Applicant's right, title and interest in the Said Apartment, Said Villa, common areas and facilities and the undivided interest in the Specific Land shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the apartments/Villa and Applicant(s) agrees to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
11. The Applicant(s) agrees that if due to any change in the lay-out plan/building plan of the Said Group Housing Complex/Said Building/Said Apartment/Said Villa:-
- a) The Said Apartment/Said Villa ceases to be preferentially located then only the amount of PLC, paid by the Applicant(s) shall be refunded without any interest and such refund shall be made/adjusted in the last instalment as stated in the payment plan opted by the Applicant(s).
- b) The Said Apartment / Villa becomes preferentially located, if at the time of the Application it was not preferentially located, the Applicant(s) shall pay PLC of the Apartment / Villa to the Company as applicable and as demanded by the Company.
12. The rate mentioned in this Application is inclusive of the cost of providing electric wiring, various equipments/appliances/fittings, etc. as mentioned, in detail, in the PROPOSED SPECIFICATIONS forming part of this Application/Terms and Conditions and fire fighting equipments in the common areas only as prescribed in the existing fire fighting code/regulations and sufficient power backup for Apartments/Villas in the Said Group Housing Complex (i.e. Manor One) at 70% load factor and overall diversity of 60% in addition to that for common areas and services. Price does not include the cost of electric meter which shall be got installed by the Applicant(s) at his/her/their own cost. If, however, due to any subsequent legislation/Government order for directives or guidelines or if deemed necessary by the Company or any of

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Third Applicant

its nominees, additional fire measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on pro rata basis along with other Applicants as determined by the Company in its absolute discretion.

13. All the equipments/appliances/fittings proposed to be provided in the Said Apartment/Said Villa/Said Group Housing Complex are mainly indicative and subject to change. The Applicant(s) further agrees and understands that the Company shall have the option to choose the brand of the equipments/appliances/fittings to be installed and the Applicant(s) shall not have right to raise any dispute or claim with regard to the brand to be installed by the Company in the Said Apartment/Villa.
14. The Applicant(s) agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Said Apartment/Villa. The guarantee and warranty is of the manufacturer/supplier as per the Terms & Conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers/manufacturers of all the equipments, equipments/appliances provided in the Said Apartment/Said Villa will be handed to the Applicant(s) at the time of possession. Thereafter, the Company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the Said Apartment/(s)/Group Housing Complex. The Company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipments/appliances installed in the Said Apartment/Said Villa. The Applicant(s) agrees and understands that the Applicant(s) shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof.
15. The Applicant(s) agrees that the Company or its subsidiaries/affiliates may at their sole discretion and subject to such government approvals as may be necessary, enter into an arrangement of generating and/or supplying power to the various projects within or outside the Said Group Housing Complex in which the Said Apartment/Said Villa is located. In such an eventuality, the Applicant(s) fully concurs and confirms, that the Applicant(s) shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to the Said Apartment/Said Villa directly and has noted the possibility of its being to the exclusion of power supply from DHBVN/State Electricity Boards (SEBs)/ any other source. The Applicant(s) further agrees that this arrangement could be provided by the Company or its agents by the Applicant(s) that the Company or its subsidiaries/affiliates shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its subsidiaries/affiliates in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around, within or nearby the Said Complex.  
  
It is further agreed and confirmed by the Applicant(s) that the Company or its subsidiaries/affiliates shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time by the Company which may or may not be limited to the rate then charged by DHBVN/State Electricity Boards. The Applicant(s) agrees and confirms that he shall pay the amount based on the tariff to the Company or its subsidiaries/affiliates directly or through the society/association of owners respectively, for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates directly or through the society/association of owners respectively, for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Company or its subsidiaries/affiliates. The Applicant(s) confirms and understands that such power generating and/or supplying equipment may during its operation cause inconvenience to the Applicant(s) and the Applicant(s) shall have no objection to the same. The Applicant(s) shall be liable to pay the consumption charges. The Applicant(s) shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period of Applicant(s) ownership of the Said Apartment/Said Villa. This clause shall survive the conveyance of the Apartment / Villa or any subsequent sale / resale or convincing thereof.
16. In terms of the PROPOSED SPECIFICATIONS as annexed hereto, the Said Apartment/ Said Villa (excepting kitchen, utility room/servant room, toilets and the open areas within the Said Apartment/ Said Villa) shall be provided with adequate number of Air Conditioners as decided by the Company.
17. The Parking Space(s) allotted to the Applicant(s) shall be an integral part of the Said Apartment/Villa which cannot be sold/ dealt independently of the Said Apartment/Villa. The Applicant(s) may apply for additional parking space(s) which may be allotted subject to availability. All clauses of this Application and Agreement

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Third Applicant

pertaining to Allotment/ Provisional Allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted, whatever applicable. The applicant(s) agrees that parking space(s) allotted to the Applicant(s) shall not form a part of common areas of the Said Apartment/Villa/Building/Complex for the purpose of the declaration which may be filed by the Company under the Act.

18. The Applicant(s) has seen and accepted the plan, examined the documents related to Landed Property of the Project and after full satisfaction with the Specification of the Proposed Apartment/Villa/Unit and has applied for the Provisional Allotment of the Said Apartment with specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment/Said Villa and/ or Said Building, floor plans and all other Terms and Conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes/modification required by the competent authority. The Applicant(s) hereby agrees that the Company is fully entitled to increase/change in the number of floors or the location of the Said Apartment/Said Villa in any of the buildings and/or the height of Said Building and Applicant(s) shall have no right to object to the same.

However, in case of any major alteration /modification resulting in more than 10% change in the super area of the Said Apartment/Said Villa or material change in the specifications of the Said Apartment/Said Villa, any time prior to and/ or upon the grant of occupation certificate by the company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment/Said Villa to be paid by him or refunded without any interest to him by the Company as the case may be. The Applicant(s) agrees to inform the Company in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing within the permitted time and the Company decides to go ahead with changes, then the Allotment/ Provisional Allotment shall be deemed to be cancelled and Company's only liability will be to refund the entire money received from the Applicant(s) along with interest @ 12% per annum only and the Applicant(s) agrees that the Applicant(s) shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Company shall be free to deal with/dispose off the Said Apartment/Said Villa in a manner in which it may deem fit.

The Applicant(s) agrees that any increase or reduction in the super area of the Said Apartment/Said Villa shall be payable or refundable (without any interest) at the rate on which such areas were sold/charged.

19. The Applicant(s) agrees and understands that in addition to the Sale Price, the Applicant(s) shall be liable to pay all Taxes, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment/Said Villa to the total super area of all the apartments/Villa, other buildings, shops, club, school etc. in the Said Group Housing Complex.
  - b) The Company shall periodically intimate the Applicant(s), on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Applicant(s) and the Applicant(s) shall make payment of such amount within thirty (30) days of such intimation / demand failing which interest @24% will be charged.
20. The Applicant(s) agrees to make payment of any further increase in EDC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies). The pro rata demand made by the Company to the Applicant(s) with regard to EDC/increase in EDC shall be final and binding on the Applicant(s). If the EDC/increased EDC is not paid, then the same shall be treated as non-payment of the charges as per the Application/Agreement and Company shall be entitled to cancel the Agreement and forfeit the **Earnest Money** along with the **Non Refundable Amounts**. If the EDC/increased EDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid Sale Price of the Said Apartment/Villa/Parking Space(s) and in case the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/Villa/Parking Space(s) till such unpaid charges are paid by the Applicant(s).
21. The Applicant(s) agrees that any payment towards IDC levied/leviable by the Government or any other competent authority(ies) shall be paid by the Applicant(s), and any further increase in IDC, by whatever

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name called on in whatever form and with all such conditions imposed, by the Government and / or any competent authority(ies) shall also be paid by the Applicant(s). The pro rata demand by the Company to the Applicant(s) with regard to IDC/increase in IDC shall be final and binding on the Applicant(s). If the IDC/increase IDC is not paid, then the same shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the **Earnest Money** along with the **Non Refundable Amounts**. If the IDC/increase IDC is levied (including with retrospective effect) after the conveyance deed has been executed then the same shall be treated as unpaid Sale Price of the Said Apartment/Said Villa/Parking Space(s) and in the conveyance deed has been executed, the Company shall have the first charge and lien over the Said Apartment/Said Villa/Parking Space(s) till such charges are paid by the Applicant(s).

22. Apart from the Rebate specified in the case of Down Payment plan, the Company may consider to give rebate on early /timely payment in cases of other Plan(s) would be adjusted/credited only at the time of final payment(s) of the Sale Price.
23. In accordance with the development plan of the Said Group Housing Complex, the Company proposes to develop and run a club for recreational and sporting facilities (the "Club") for the Applicant(s) and other occupants of the Group Housing Complex. The Applicant(s) understands that the Club may be developed either simultaneously with or after development of the Said Apartment / Villa. **Club Membership Enrolment Charges (CMEC) presently is Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only)** per member, which shall be in addition to the Basic Sale Price and payable as and when required for the purpose by the company. CMEC may be revised/charged from time to time as decided by the Company. The actual usage will be payable as per the usages and service availed by the Applicant(s) and the Applicant(s) will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.
24. The Applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Group Housing Complex/Said Building/Said Apartment/Said Villa or land appurtenant thereto, as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Apartment / Villa is assessed separately.
25. The Company may at its sole discretion develop other/recreational facilities for recreational purpose in the Said Group Housing Complex. The right of usage of such recreational facilities shall be limited to the Applicant(s) (and the occupants of the Said Apartment / Villa claiming under them) and their dependents within the Said Group housing Complex and is subject to the fulfilment of the terms and conditions as may be stipulated by the Company. The Applicant(s) authorizes the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said other/recreational facilities and upon intimation of the formalities to be complied, the Applicant(s) undertakes to fulfil/comply with the same.
26. The Applicant(s) agrees that time is of the essence in respect of all payments to be made by the Applicant(s) including the Sale Price and all other amounts, charges, and dues, as mentioned in this Application/Agreement.
27. In the event the Company intends to increase the proposed number of Apartments/Villa in one or more Building(s) in the Said Group Housing Complex, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant(s) agrees and acknowledge that he has no objection to the same.
28. The Company has made it clear to the Applicant(s) that it may carry out extensive developmental/construction activities in future in the Said Group Housing Complex in which the Said Apartment / Villa(s) is located and that the Applicant(s) has confirmed that he shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him due to such developmental/construction activities or incidental/related activities.

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29. The Applicant(s) agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the Terms and Conditions of this Application/Agreement and in case of termination, the Applicant(s) shall be entitled to get refund of the amounts deposited by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application/Agreement.

The Applicant(s) agrees and acknowledge that the Company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund the amount received from the Applicant(s), along with interest @12% interest per annum from the date of receipt of such amount and the Applicant(s) shall have no other claim of any nature whatsoever.

30. Subject to other terms of Application/Agreement including but not limited to clause 18 above and timely payment of the Sale Price and other amounts, charges and dues as mentioned in the Application/Agreement, the Company shall Endeavour to complete the construction of the Said Apartment / Said Villa within \_\_\_\_\_ month, (\_\_\_\_\_) with grace period of six (6) months from the date of signing of Agreement for particular Building/Villa and thereafter the Company shall offer the possession of the Said Apartment / Villa to the Applicant(s). OR Till Offer for Possession only – under Subvention Scheme OR/AND Assured Return Scheme.

Any delay by the Applicant(s) in taking possession would attract charges @10/- per sq. ft. per month of the super area of the Said Apartment / Villa for any delay of one month or any part thereof. Subject to the terms and conditions of the Agreement, in case of delay (except for Force Majeure conditions) by the company in completion of the construction of the Said Apartment/Said Villa, the Company shall pay compensation @10/- sq. ft. per month of the super area of the Said Apartment/ Said Villa to the Applicant(s), which both parties agrees is just and equitable estimate of the damages that the Applicant(s) may suffer and the Applicant(s) agrees that it shall have no other rights/claims whatsoever, provided the Applicant(s) is not in breach of any of the terms of this Application/Agreement. The adjustment of such compensation shall be done at the time of execution of conveyance deed.

31. The Applicant(s) agrees and understands that in order to provide necessary services, the maintenance of the Said Group Housing Complex/Said Building may be handed over to the Maintenance Agency. The Applicant(s) agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep the Said Group Housing Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The Maintenance charges shall become applicable/payable from the date of grant of occupation certificate/expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant(s) shall pay the IFMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Group Housing Complex and also include any further increase in such charges.

32. The Applicant(s) agrees that the Company shall be entitled to forfeit the **Earnest Money** along with the **Non Refundable Amounts**, in case of non fulfilment/breach of the Terms and Conditions of the Application and the Sale Agreement (to be supplied by the Company after final allotment) including withdrawal of the Application and also in the event of the failure by the Applicant(s) to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter, the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment / Villa. The Company shall thereafter be free to resell and/or deal with the Said Apartment / Villa in any manner whatsoever. The amount(s), if any, paid over and above the **Earnest Money** and the **Non Refundable Amounts** would be refunded to the Applicant(s) by the Company only after realizing such amounts from resale of the Said Apartment / Villa but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment/Villa for all its dues payable by the Applicant(s) to the Company.

33. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach committed by the Applicant(s), if the applicant(s) shall perform their part and pay the due amount within 90 days along with interest @24% per annum to the company and shall perform their part in accordance with the terms of allotment and Sale Agreement if any. It is made clear that such waiver shall

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only apply to those applicant(s) who willing to perform their part within 90 days from the date of default in payment.

34. The Company may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be force, permit the Applicant(s) to get the name of his/her nominee/transferee/assignee substituted in his/her/their place subject to such Terms and Conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination/ transfer/assignment. It is specifically made clear to the Applicant(s) that as understood by the Company at present there are no executive instruction of the competent authority to restrict any nomination/transfer/assignment of allotted Apartment / Villa. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/assignment of the Apartment / Villa by any authority, the Company will have to comply with the same and the Applicant(s) has specifically noted the same.
35. The Applicant(s) shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said Apartment / Villa, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant(s) fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the Allotment/Provisional Allotment of the Said Apartment / Villa and forfeit the **Earnest Money** and **Non Refundable Amounts** and refund the balance amount, if any, to the Applicant(s), without any interest, upon realization of money from resale/re Allotment/Provisional Allotment to any other party, provided that the Applicant(s) is not in breach of any terms of this Application/Agreement.
36. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Said Apartment / Villa, subject to the Said Apartment / Villa being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/charge on the Said Apartment / Villa for all dues and other sums payable by the Applicant(s).
37. The Applicant(s) agrees that in the case the Applicant(s) opts for a loan agreement with any financial institutions/banks, for the purchase of the Said Apartment / Villa, the conveyance of the said Apartment / Villa in favour of the Applicant(s) shall be executed only upon Company receiving "No Objection Certificate" from such financial institutions/banks.
38. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant(s) and such third party shall not have right in the Application/Allotment/Provisional Allotment of the Said Apartment / Villa applied for herein in any manner whatsoever. The Company shall issue receipts for payment in favour of the Applicant(s) only.
39. The Applicant(s) agrees that in case the Applicant(s) is a non-resident (e.g. NRI)/ foreign national of Indian origin / foreign nationals/foreign companies then all remittances, acquisition/transfer of the Said Apartment / Villa, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be sole responsibilities of non-resident / foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regards.
40. The Applicant(s) agrees to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applications communication sent to the first named Applicant(s) in this Application shall be deemed to have been sent to all Applicants.
41. 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 refuses, delays, withholds, or denies the grant of necessary approvals for the Said Group of Housing Complex or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications, by the competent authority (ies) becomes the subject matter of any suit/writ before a competent Court and the company voluntarily decides to abandon, after provisional/final allotment and if the company is unable to deliver the Said Apartment/Villa, the Applicant(s)

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Sole/First Applicant

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Second Applicant

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Third Applicant

Confirm that the Company may refund all amounts received by it from the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) shall not raise any dispute or claim whatsoever in this regard.

- 42. The Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or the Agreement. The Applicant(s) is required to comply with all obligations on its own.
- 43. The Applicant(s) agrees that the Company shall have the right to transfer/hand over/sub-let the development work of the Said Group Housing Complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
- 44. If any provision of these Terms & conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provision hereof shall continue to remain in full force and effect.
- 45. In the event of any inconsistency between the Said Documents and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Said Documents shall prevail.
- 46. The Allotment / Provisional Allotment shall be governed and interpreted and construed in accordance with the Laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under and subject to the provisions of Clause 43 hereof, the Courts at Gurugram, India shall have jurisdiction over all matters arising out of or relating this Allotment/Provisional Allotment.

The Applicant(s) has/have fully read and understood the above mentioned Terms and Conditions and agrees to abide by the same.

Date:.....

Place:.....

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SIGNATURE OF THE SOLE/ FIRST APPLICANT

X  
SIGNATURE OF THE SECOND APPLICANT

X  
SIGNATURE OF THE THIRD APPLICANT

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Second Applicant

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**PROPOSED SPECIFICATIONS**

AREAS	WALLS	FLOOR	CEILING	DOORS	WINDOWS/GLAZING	OTHER	ELECTRICAL	LUXURY FOR OTHERS IS STANDARD FOR US
<b>Living Room / Dining Lobby / Family lounge / Study Room</b>	POP Punning with Acrylic Emulsion Paint	Italian Marble / Engineered Wood	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame.	UPVC/Powder Coated Aluminium Window Frame with twin Track	AIR - CONDITIONED (Split AC)	Premium Modular Switches and Sockets, Copper Wiring.	<ul style="list-style-type: none"> <li>• Kid's Club and creche.</li> <li>• Tennis Courts.</li> <li>• Adventure Play Zone.</li> <li>• Cycle Tracks.</li> <li>• Mini-Theatre.</li> <li>• Unisex Gym.</li> <li>• Massage/Therapy Room.</li> <li>• Function Hall.</li> <li>• Library.</li> <li>• Amphitheatre.</li> <li>• Security.</li> <li>• Maintenance Agency.</li> <li>• <b>POWER BACKUP, WATER SUPPLY &amp; FIRE FIGHTING SYSTEM :</b></li> </ul> <p>Adequate Power backup per apartment and treated water supply &amp; all systems for fire safety as per norms.</p>
<b>Master Bedroom</b>	POP Punning with Acrylic Emulsion Paint	Italian Marble / Engineered Wood	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame. .	UPVC/ Powder Coated Aluminium Window Frame with twin Track	AIR - CONDITIONED (Split AC)	Premium Modular Switches and Sockets, Copper Wiring	
<b>Other Bedrooms</b>	POP Punning with Acrylic Emulsion Paint	Italian Marble / Engineered Wood	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame. .	UPVC/ Powder Coated Aluminium Window Frame with twin Track	AIR - CONDITIONED (Split AC)	Premium Modular Switches and Sockets, Copper Wiring.	
<b>Kitchen</b>	Premium tiles on the Walls	Vitrified Tiles	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame. .	UPVC/ Powder Coated Aluminium Window Frame with twin Track	Designer Modular Kitchen Fully Fitted with premium Brand Hob, Chimney, Granite Counter Top and Stainless Steel Sink, Imported CP Fittings. Enclosure Exhaust Fan Vented to Exterior, Water Purifier / RO and Geyser.	Premium Modular Switches and Sockets, Copper Wiring.	
<b>Balconies/ Terraces</b>	Weather Proof Paint	Vitrified Tiles	Weather Proof Paint	-	UPVC/ Powder Coated Aluminium Window Frame with twin Track	-----	Premium Modular Switches and Copper Wiring.	
<b>Master Toilet</b>	Premium tiles	Marble/ Tiles	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame. .	UPVC/ Powder Coated Aluminium Window Frame.	4 - Fixture Toilet of Artize / Imported/High End Luxury Chinaware & CP fittings, Imported Marble Counter & Bath Tub with Jacuzzi. Glazed Shower Enclosure Exhaust Fan Vented to Exterior. Mirror with wall Mounted Vanity Lighting & Geyser.	Premium Modular Switches and Sockets, Copper Wiring.	
<b>Other Toilets</b>	Premium tiles	Marble/ Tiles	Acrylic Emulsion Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame.	UPVC/ Powder Coated Aluminium Window Frame.	3 - Fixture Toilet of Artize / Imported/ High End Luxury Chinaware & CP fittings, Imported Marble Counter .Glazed Shower Enclosure Exhaust Fan Vented to Exterior. Mirror with wall Mounted Vanity Lighting & Geyser.	Premium Modular Switches and Sockets, Copper Wiring.	
<b>Servant Room/ Utility</b>	Oil Bound distemper Paint	Vitrified Tiles	Oil Bound distemper Paint	Main Entrance Door 8 feet high & Rest All Doors 7-Feet High Flush Shutters with Polished Wood Veneer and Solid Wood Door Frame. .	UPVC/ Powder Coated Aluminium Window Frame with twin Track	Chinaware and CP Fitting	Premium Modular Switches and Sockets, Copper Wiring.	

*Disclaimer: Italian Marble/Granite/Vitrified being natural material have inherent characteristics of color and grain variations. Utility/Servant's room shall not be provided with air conditioning. Specifications are indicative and are subject to change as decided by the Company or Competent Authority. Marginal variations may be necessary during construction. The brands of the equipments/appliances are tentative and liable to change at sole discretion of the Company. Applicant/Allotted shall not have any right to raise objection in this regard.*

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

## PRICE & PAYMENT PLAN

- Basic Sales Price (BSP) : As Applicable
- Preferential Location Charges (PLC) : As Applicable

### OTHER CHARGES

- External Development Charges (EDC) : \_\_\_\_\_
- Infrastructural Development Charges (IDC) : \_\_\_\_\_
- Club Membership : \_\_\_\_\_
- Interest Free Maintenance Security (IFMS) : \_\_\_\_\_
- Right to use One Car Park : \_\_\_\_\_

### PREFERENTIAL LOCATION CHARGES (PLC) FOR FLAT / APARTMENT

- Park Facing : Rs. \_\_\_\_\_ per sq. ft.
- Corner : Rs. \_\_\_\_\_ per sq. ft.
- Ground Floor : Rs. \_\_\_\_\_ per sq. ft.
- 1<sup>st</sup> Floor : Rs. \_\_\_\_\_ per sq. ft.
- 2<sup>nd</sup> Floor : Rs. \_\_\_\_\_ per sq. ft.
- 3<sup>rd</sup> to 7<sup>th</sup> Floor : Rs. \_\_\_\_\_ per sq. ft.
- 8<sup>th</sup> to 10<sup>th</sup> Floor : Rs. \_\_\_\_\_ per sq. ft.
- Top Floor : Rs. \_\_\_\_\_ per sq. ft.

### CONSTRUCTION LINKED PAYMENT PLAN (CLP) (FOR BLOCKS - A, B1, B2, C1, C2 & D)

- At the time of Booking : 10% of Total Sales Consideration (TSC)
- On start of Excavation : 15% of Total Sales Consideration (TSC)
- On start of 3<sup>rd</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of 9<sup>th</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of 12<sup>th</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of Top Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of External Plaster Floor Slab Casting : 5% of Total Sales Consideration (TSC)
- At the time of Offer for Possession : 10% of Total Sales Consideration (TSC) + Club Membership Charges + IFMS (see note 1) + Stamp Duty & Registration Charges (See note 2), Additional charges (See note 9) + Any Other Statutory Charges, if applicable.

### DOWN PAYMENT PLAN : 10% REBATE ON CLP (95% OF BASIC SALE PRICE + PLC)

- At the time Booking : 10% of Total Sales Consideration (TSC)
- On or before 45 days from Booking : 85% of Total Sales Consideration (TSC)
- On intimation for possession : 5% of Total Sales Consideration (TSC) + Club Membership Charges + IFMS (see note 1) + Stamp Duty & Registration Charges (See note 2), Additional charges (See note 9) + Any Other Statutory Charges, if applicable.

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

**ASSURED RETURN @ 12% Per Annum, Till Offer for Possession ( for 1 BHK only )**

- At the time Booking : 10% of Total Sales Consideration (TSC)
- On or before 30 days from Booking : 85% of Total Sales Consideration (TSC)
- On intimation for possession : 5% of Total Sales Consideration (TSC)  
+ Club Membership Charges + IFMS (see note 1) + Stamp Duty & Registration Charges (See note 2), Additional charges (See note 9) + Any Other Statutory Charges, if applicable.

**SUBVENTION SCHEME / PEMI PAYMENT PLAN (FOR BLOCKS - A, B1, B2, C1, C2 & D)**

- At the time of Booking : 10% of Total Sales Consideration (TSC)
- On start of Excavation : 15% of Total Sales Consideration (TSC)
- On start of 3<sup>rd</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of 9<sup>th</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of 12<sup>th</sup> Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of Top Floor Slab Casting : 15% of Total Sales Consideration (TSC)
- On start of External Plaster Floor Slab Casting : 5% of Total Sales Consideration (TSC)
- At the time of Offer for Possession : 10% of Total Sales Consideration (TSC) +  
Club Membership Charges + IFMS (see note 1) + Stamp Duty & Registration Charges (See note 2), Additional charges (See note 9) + Any Other Statutory Charges, if applicable.

**POSSESSION LINK PLAN (PLP) (FOR BLOCKS - A, B1, B2, C1, C2 & D)**

- At the time of Booking : 10% of Total Sales Consideration (TSC)
- Within 30 Days of Booking : 10% of Total Sales Consideration (TSC)
- Within 60 Days of Booking : 15% of Total Sales Consideration (TSC)
- Within 100 Days of Booking : 15% of Total Sales Consideration (TSC)
- At the time of Offer for Possession : 50% of Total Sales Consideration (TSC) +  
Club Membership Charges + IFMS (see note 1) + Stamp Duty & Registration Charges (See note 2), Additional charges (See note 9) + Any Other Statutory Charges, if applicable.

**ADDITIONAL CHARGES**

- Electric Connection & Water Connection Charges at the time of offer of Possession as Applicable.

X \_\_\_\_\_  
Sole/First Applicant

X \_\_\_\_\_  
Second Applicant

X \_\_\_\_\_  
Third Applicant

**NOTES**

1. Interest Free Maintenance Security (IFMS) Rs. \_\_\_\_ /- sq. ft. / As Applicable.
2. Stamp Duty, Registration Charges shall be payable along with the last instalment based on prevailing rates.
3. Club Membership Rs. \_\_\_\_\_/- (Rs. .... per Apartment.
4. PLC as applicable.
5. Price & Payment Plan subject to revision at the sole discretion of the company.
6. Cheque should be made in favour of "**KASHISH DEVELOPERS LIMITED**".
7. Service Tax as applicable & is subject to change from Govt.
8. Other charges include PLC, Club Membership etc.
9. Additional Charges includes Electric connection & Water connection charges, **to be paid** at time of offer for Possession and as applicable.

***\*These charges are as per License granted by Govt. of Haryana and are subject to finalization/revision as per the terms of the license.***

***\* Disclaimer: Price is subject to revision by the Company without prior notice and will be applicable as on date.***

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_