



**APPLICATION FOR BOOKING OF SERVICED APARTMENT UNIT IN  
GURGAON SPECTRUM CENTRE PROJECT AT SECTOR 82A, GURGAON,  
HARYANA**

**Burman Estate Pvt Ltd**

4th Floor, Punjabi Bhawan,  
10-Rouse Avenue,  
New Delhi-110002

Dear Sir,

I/we (also referred to as the "Applicant") wish to apply for a Serviced Apartment Unit in your above referred project as per the indicative super area, size and the tentative payment plan opted by me/us (hereinafter referred to as "Serviced Apartment Unit") as per details mentioned in Annexure-A:

I/We hereby remit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only) vide Cheque/No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favour  
of "Burman Estate Pvt Ltd" as the registration amount.

I/We wish to register for the allotment of a Serviced Apartment in your project "GURGAON SPECTRUM CENTRE" at Sector 82A, Gurgaon. I/We understand and agree that this Application for booking of the said Serviced Apartment Unit is subject *inter alia* to the following amongst other terms and obligations to be observed by me/us including the indicative terms and conditions, as set out in Schedule-1 hereto, which are likely to form a part of the Serviced Apartment Unit Buyer's Agreement. I/We agree to sign, execute and deliver, as and when desired/called upon/required by the Company, Builder Buyer's Agreement and other such document(s) on the Standard Format of the Company. Furthermore, I/We understand and agree to sign a Rental Pool Agreement and abide by all the terms, conditions & obligations set by the Operator, as selected by Burman Estate. I/we further agree, accept and undertake to abide by all the terms, conditions and obligations set out below and this application form, including all the terms, conditions & obligations, supersedes any previous communication and/or document.

I/We have clearly understood that submission of duly signed Application in itself and payment by me/us of the Booking Amount shall lead to provisional allocation of the unit. However, the final allotment would be subject to timely execution of the builder buyer's agreement and compliance with covenants contained therein as well as terms & conditions specified in this application. I/We clearly understand that the unit will be assigned to me/us as per the priority number that is mentioned in this application form. In case I/We do not promptly choose my/our unit, i.e. once I/We am/are

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\_\_\_\_\_  
Signature of Sole/First Applicant

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\_\_\_\_\_  
Signature of Second Applicant

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\_\_\_\_\_  
Signature of Third Applicant



called to select a unit based on our priority number, I/We would lose the right to select the unit and would accept any unit allocated to us by the company

I/We understand that in addition to the Sale Consideration as set out in Annexure-A, I/we shall also be liable to pay Legal Documentation charges, Administrative charges, cost of electric and water fittings, fixtures, meters etc. as well as the charges for connection thereof, all third party charges including the applicable registration amount and stamp duty as demanded by the Company including any revision/enhancement in the External Development Charges (EDC), Infrastructure Development Charges (IDC) or service tax, VAT, GST, or any other third party/statutory taxes, fees, charges, etc., or interest thereon, as may be applicable.

I/We declare that I/we am/are competent to make and submit the present Application for booking of the Serviced Apartment Unit and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered. I/We further declare that my/our application is irrevocable and that the above particular/ information given by me/us are true and nothing has been concealed therein.

I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and have not been influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project, services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for provisional booking.

I/We have also gone through and read the key indicative terms and conditions listed out in Schedule-1, (which shall form and be read as an integral part of this Application), as condensed form of the proposed Builder Buyer's Agreement. I/We understand that these are merely indicative and conveyed herein in a condensed form for the purpose of broadly acquainting me/us with some of the essential terms and conditions for the proposed transfer of the Serviced Apartment Unit. I/we further understand and agree that the actual terms and conditions contained in the Builder Buyer's Agreement would be more comprehensive and elaborate. I/We further agree that the Company may at its sole discretion elaborate, add to, amend, modify, or delete from these terms and conditions in its Builder Buyer's Agreement. I/We agree and undertake to execute the Builder Buyer's Agreement and Rental Pool agreement at appropriate stage or as and when called upon by the company.

I/We declare that I/we have fully satisfied myself/ourselves about the right, title and interest of the Company and its Associate/Group Companies with respect to the land on which the Project is to be constructed as well as the approvals/consents/sanctions/license granted by the Director General Town and Country Planning (DGTCP) and/or any other government authority and the competency of the Company and its Associate/Group Companies to develop and sell the aforesaid Serviced Apartment Unit. I/We have understood all the limitations and obligations of the

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\_\_\_\_\_  
*Signature of Sole/First Applicant*

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\_\_\_\_\_  
*Signature of Second Applicant*

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\_\_\_\_\_  
*Signature of Third Applicant*



Company with respect to the same. I/We have undertaken requisite inquiry and also obtained legal opinion in this regard and satisfied myself /ourselves in all respect and on our volition entering into this agreement.

The Company proposes to pool in the said Serviced Apartment Unit in a Rental Pool arrangement ("Rental Pool") to be managed by an affiliate/associate of the Company which shall act on my/our behalf as the exclusive manager for the management and operation of the Rental Pool in accordance with the terms and conditions that would be set out in the Rental Pool Agreement. This Rental Pool Agreement would form part of builder buyer's agreement.

I/We understand that once submitted, this Application cannot be revoked by me/us and in the event I/we withdraw our Application or if I/we do not accept the allocation made by the Company on my/our Application or I/we do not execute the Builder Buyer's Agreement, maintenance agreement, Rental Pool Agreement or any other agreement/document within the time stipulated by the Company for this purpose, then the "earnest money" shall be forfeited to the Company and I/We shall be left with no right, interest, claim or lien on the said Serviced Apartment Unit or its Booking or otherwise on the Company in any other manner whatsoever.

I/We confirm that all correspondence to me/us should be made in the name of the First Applicant at the address given below and any notices /letters sent by the Company to the above address shall be valid intimation to all of us regarding the contents therein. Any change of address shall be duly and promptly communicated under registered post.

I/we undertake to execute all documents /agreements as per the Company's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Company in due course.

I/We have sought detailed explanations and clarifications from the Company prior to making this Application and the Company has readily provided such explanations and clarifications to us and after giving careful consideration to all the facts, terms and conditions, I/We have signed this Application Form and paid the Booking Amount for allocation. I/We further undertake and assure the Company that in the event of rejection of my/our Application for Booking by the Company, or in the eventuality of forfeiture of my/our Earnest Money (as defined in Schedule-1 hereinafter) in accordance herewith, I/We shall be left with no right, title, claim, interest or lien under this application or against any Serviced Apartment Unit in relation to the said Project and all documents of allocation /allotment /receipts etc. issued by the Company in my /our favour shall be cancelled.

**DECLARATION:** I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us here from. I/We have fully read and understood the abovementioned terms and conditions and agree to abide by the same.

Channel Partner, (if any), Name:

(Sign and put rubber stamp)

Telephone / Mobile Number:

Permanent Account No. \_\_\_\_\_ Service Tax No. \_\_\_\_\_

**Yours faithfully**

X

\_\_\_\_\_  
*Signature of Sole/First Applicant*

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\_\_\_\_\_  
*Signature of Second Applicant*

X

\_\_\_\_\_  
*Signature of Third Applicant*



PERSONAL DETAILS FORM

Sale/First Applicant \_\_\_\_\_

Son of Daughter of Wife of \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Pincode \_\_\_\_\_

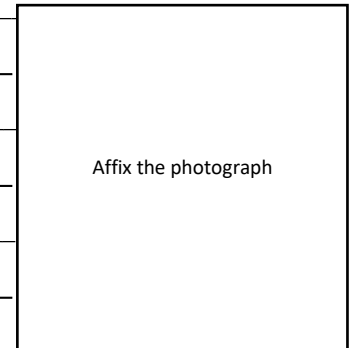
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Residential Status (Tick One) Resident  NRI  PIO  Passport Number \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_ Nationality \_\_\_\_\_

Age   Professional  Self Employed  Service  Birth Date \_\_\_\_\_



Affix the photograph

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

Son of Daughter of Wife of \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Pincode \_\_\_\_\_

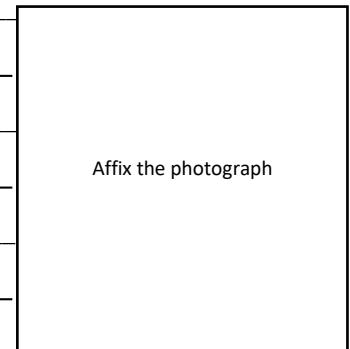
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Residential Status (Tick One) Resident  NRI  PIO  Passport Number \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_ Nationality \_\_\_\_\_

Age   Professional  Self Employed  Service  Birth Date \_\_\_\_\_



Affix the photograph

X  
\_\_\_\_\_  
Signature of Sole/First Applicant

X  
\_\_\_\_\_  
Signature of Second Applicant

X  
\_\_\_\_\_  
Signature of Third Applicant

### DETAIL OF UNIT FOR PROVISIONAL ALLOCATION (Annexure-A)

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Super Area of Unit (in sq. Ft.) \_\_\_\_\_  
(in sq. mtr.) \_\_\_\_\_ Parking Space(s) No(s). \_\_\_\_\_

#### UNIT PRICE

- Basic Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Preferential Location Charges (PLC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- External Development Charges (EDC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Infrastructure Development Charges (IDC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Exclusive Right to use Charge Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
for \_\_\_\_\_ covered parking space (fixed)

#### Payment Plan Opted: Construction Linked Plan

**Note:** 1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "Burman Estate Pvt Ltd." payable at New Delhi.

2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.

3. For Non-Residents/Foreign nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sale responsibility.

#### DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a unit to the seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours Faithfully

X

\_\_\_\_\_  
Signature of Sole/First Applicant

X

\_\_\_\_\_  
Signature of Second Applicant

X

\_\_\_\_\_  
Signature of Third Applicant



Date: \_\_\_\_\_, Place: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Provisional Allocation of Unit

Application: Accepted/Rejected

Tentative Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Super Area of Unit (in sq. ft.) \_\_\_\_\_

(in sq. mtr.) \_\_\_\_\_ Parking Space(s) No(s). \_\_\_\_\_

- Basic Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Preferential Location Charges (PLC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- External Development Charges (EDC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Infrastructure Development Charges (IDC) Price @ Rs. \_\_\_\_\_ Per Square Feet/per square meter
- Exclusive Right to use Charge Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
for \_\_\_\_\_ covered parking space (fixed)
- Payment Plan \_\_\_\_\_
- Mode of Booking – Direct/Business Development Associate (BDA) – If BDA, details \_\_\_\_\_  
\_\_\_\_\_
- Special Instruction/Remarks \_\_\_\_\_

Signature (Receiving Officer)

Signature (Inventory)



X

\_\_\_\_\_  
*Signature of Sole/First Applicant*

X

\_\_\_\_\_  
*Signature of Second Applicant*

X

\_\_\_\_\_  
*Signature of Third Applicant*

## PAYMENT PLAN: Annexure-B

### CONSTRUCTION LINKED PAYMENT PLAN

| S.No | Parameters  | Details                                    |
|------|---|--|
| 1.   | On Booking  | Rs. 3,00,000/-                             |
| 2.   | Within 30 days of booking                             | Complete 10% of BSP (minus booking amount) |
| 3.   | On Formal Launch                                      | 10% of BSP                                 |
| 4.   | On Start of Excavation                                | 10% of BSP                                 |
| 5.   | On Commencement of 1 <sup>st</sup> Basement Roof Slab | 7.5% of BSP                                |
| 6.   | On Commencement of 3 <sup>rd</sup> Floor Roof Slab    | 7.5% of BSP + 25% of EDC & IDC             |
| 7.   | On Commencement of 6 <sup>th</sup> Floor Roof Slab    | 7.5% of BSP + 25% of EDC & IDC             |
| 8.   | On Commencement of 9 <sup>th</sup> Floor Roof Slab    | 7.5% of BSP + 25% of EDC & IDC             |
| 9.   | On Commencement of 11 <sup>th</sup> Floor Roof Slab   | 7.5% of BSP + 25% of EDC & IDC             |
| 10.  | On Commencement of Top Floor Slab                     | 7.5% of BSP + 50% (Car Park)               |
| 11.  | On Commencement of Plaster                            | 7.5% of BSP + 50% (Car Park)               |
| 12.  | On Commencement of Flooring                           | 7.5% of BSP                                |
| 13.  | On Commencement of Final Finishing                    | 5% of BSP                                  |
| 14.  | On Offer of Possession                                | 5% of BSP+IFMD/IFMS/IWCD+ SD+RC            |

#### NOTES:

- Lockin period of six months (6 months) from the date of launch
- Service Tax shall be payable as per the Government rules and regulations and shall be payable with each instalment(s).
- EDC & IDC and other incidental charges thereon are as presently applicable. Future upward/downward revision by the Government shall be charged/ refunded as in case may be.
- Price subject to revision at the sole discretion of the company.
- Payments to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in the favour of "**Burman Estate Private Limited**" payable at New Delhi.

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\_\_\_\_\_  
Signature of Sole/First Applicant

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\_\_\_\_\_  
Signature of Second Applicant

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\_\_\_\_\_  
Signature of Third Applicant

## SCHEDULE-I

### KEY INDICATORS FOR ALLOCATION OF SERVICED APARTMENT UNIT IN "GURGAON SPECTRUM CENTRE", SECTOR 82-A, GURGAON, HARYANA

The terms and conditions given below are only indicative to enable the Applicant acquaint himself/herself/themselves/itself with the terms and conditions which shall be comprehensively set out in the Builder Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out herein below in so far as they are inconsistent with the Builder Buyer's Agreement.

1. The Applicant has made this Application for the provisional allocation of a Serviced Apartment Unit with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Serviced Apartment Unit is proposed to be situated, and which have been fully understood by the Applicant(s).
2. The Applicant has satisfied himself/herself/itself about the right, title and interest of the Company to sell and market the said Serviced Apartment Unit and the right and title of the Company in the land on which the service apartment units are being developed and the license which has been issued in favour of the Company's Associate/Group Companies. The Applicant has understood all limitations and obligations in respect thereof. Having carried out its independent investigations and legal advice is also received, the Applicant agrees that after signing of this Agreement, it shall not raise any disputes nor raise any objections in this respect.
3. The Company proposes to pool the said Serviced Apartment Unit in a Rental Pool arrangement to be managed by an affiliate/associate of the Company which shall act on behalf of the Applicant as the exclusive manager for the management and operation of the Rental Pool in accordance with the terms and conditions set out in the Rental Pool Agreement. The Company at its absolute discretion shall appoint an Operator to manage and operate the serviced apartment units.
4. The Applicant shall make all payments of the agreed Sale Consideration of the said Serviced Apartment Unit as per the Payment Plan, along with the other applicable charges as mentioned or stipulated therein vis-à-vis Basic Sale Price, Development Charges (which shall include EDC, IDC, Infrastructure Augmentation Charges), IFMS/IFMD/IWCD and all other charges as may be communicated from time to time. The Applicant shall further be liable to pay any enhanced External Development Charges (EDC), Infrastructure Development Charges (IDC) or any other tax/charges including any fresh incidence of tax as may be levied by the Government of Haryana/Competent Authority/Central Government, even if it is retrospective in effect as and when demanded by the Company. The Applicant shall further make payment of any other third party/statutory taxes/fees including without limitation, registration charges, stamp duty and other incidental expenses, as and when demanded by the Company.
5. The Applicant shall also pay, as and when demanded by the Company the prorated share of any Value Added Tax (VAT), Service Tax, GST or any other third party/statutory taxes, duties, charges, cess, fees, levies, etc., as may be found applicable to the present transaction or the said Serviced Apartment.
6. That for the sake of clarity the Allottee shall be liable to pay the following additional charges (if applicable) shall always be attached to the said "Unit/Space":-
  - (a) Exclusive Right to use Charges @ Rs. 5,00,000/- for one covered car parking space (fixed)
  - (c) DG Power Backup Installation charges as per actuals,
  - (d) Development Charges as per actuals
  - (e) External Electrification Charges as per actuals

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\_\_\_\_\_  
Signature of Sole/First Applicant

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Signature of Second Applicant

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Signature of Third Applicant



- (f) Fire Fighting Charges as per actuals.
  - (g) Interest Free Maintenance Deposit/Interest Free Maintenance Deposit as per actuals
  - (h) Electric Meter Connection Charges as per actuals.
  - (i) Electric Sub-station Charges as per actuals
  - (i) Sinking Fund as per actuals
7. The Applicant has understood that the Basic Sale Price along with Development Charges and other charges, whatsoever shall constitute the "Sale Consideration" for the said Serviced Apartment and shall be set out in the "Payment Plan" to be annexed. A sum quantified as equivalent to 25% of the Sale Consideration shall constitute the "Earnest Money".
8. The Applicant has fully understood and agrees that in case the Applicant withdraws or surrenders his/her application for allotment for any reason whatsoever including but not confined to any difference with regard to execution of builder buyers agreement, then the company at its sole discretion may cancel/terminate the booking /allotment /application and shall forfeit the amounts paid/deposited or the earnest money and other charges such as but not limited to interest on delayed payment, brokerage and amount spent by the company for the particular booking etc. and will refund the balance amount, if any, to the intending Applicant only after re-selling the said unit and receiving the consideration from the new buyer and the Applicant shall have no right, claim or interest of whatsoever nature or kind in the project.
9. The Applicant shall be liable to pay cumulative interest on every delayed payment at the rate of 18% per annum from the date that it is due for payment till the date of actual payment hereof. In case the Applicant defaults in making payment of the due instalment (including partial default) beyond a period of 90 days from the due date, the Company shall be entitled, though not obliged, to cancel the allocation and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Applicant by seeking Specific Performance of this Agreement. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed instalment(s) /payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement.
10. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Serviced Apartment, or where the Company has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Serviced Apartment, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
11. That due performance of all the obligations under this Agreement and more specifically the timely payment of the Sale Consideration and other charges under the Payment Plan agreed by the Applicant shall be of the essence of this Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant by respective due dates, the Company shall be entitled to cancel the allocation, terminate this Agreement and forfeit the Earnest Money and deduct any interest accrued on delayed instalments, late payment charges and pay outs such as brokerage/commission/charges, service tax etc. I/we agree that the Company is under no obligation to send

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*Signature of Sole/First Applicant*

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*Signature of Second Applicant*

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*Signature of Third Applicant*

demand letters/ reminders for payments except for the limited purpose of intimating intimation of progress of the construction.

12. That the Applicant understands that the Right to use Parking Space which would be allocated to it shall be an integral part of the said Serviced Apartment Unit and these cannot be sold or transferred independent of the said Serviced Apartment. Additional car parking spaces may be allocated at the discretion of the Company to the Applicant on its request, subject however to the availability of parking space in the Project and if available, further subject to payment of additional charges as may be decided by the Company. All clauses of this Application and the Agreement pertaining to the said Serviced Apartment Unit including allocation, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the parking spaces. The Applicant understands and agrees that parking spaces shall not form part of the common areas of the Project.
13. The Company is in the process of developing the Project in accordance with the tentative layout and buildings plans, however, these may undergo changes during the process of finalization. In the event there are any changes required in the layout plan and/or drawings as approved in due course whether by any statutory authority(s), Government, or otherwise necessitated, the Applicant shall have no objection and hereby gives its consent thereto. The Applicant further understands and agrees that although every attempt shall be made by the Company to adhere to the size and location and super area of the said Serviced Apartment, however, in the event that there is any change in the said Serviced Apartment's location or variation in its size to the extent of  $\pm 15\%$  at the time of final measurement as contemplated hereinafter, the Sale Consideration agreed herein, as the case may be, shall either be payable or refundable in proportion to such variation without any interest thereon and no other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant.
14. The Company reserves its right to effect suitable changes and alterations in the Layout Plan, elevations, specifications, the height, width, finishing, etc. of the Project at any time and in any manner it thinks fit and proper. Furthermore, the Company may, in its sole discretion, in the interest of better planning and timely completion of the said Serviced Apartment, change the location of the said Serviced Apartment Unit to a Serviced Apartment Unit of similar size at another floor, tower or location within the Project, to which the Applicant hereby consents.
15. The Company shall have the absolute right to modify the Building Plans and make additional construction anywhere in the Project by way of an increase in the number of floors or otherwise, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or pursuant to grant of additional licenses or for any other reason whatsoever to the extent permissible by the government or Director General Town and Country Planning, Chandigarh, Haryana (DGTCP). The Company shall have the absolute and unfettered right to transfer such additionally constructed areas in any manner whatsoever as the Company may in its absolute discretion think fit. I/We am/are aware that in such event there may be change in the units' dimension, size, floor, location, number, boundaries, etc. for which the Applicant shall have no objection. I/We specifically confirm my/our no objection to the raising of construction by the Applicant. The Applicant shall be entitled to the symbolic possession for the purpose of renting pool arrangement of the said Serviced Apartment Unit only after the full payment of the Sale Consideration and any other charges and dues payable under this Agreement have been remitted to the Company and all other obligations imposed under this Agreement have been fulfilled by the Applicant to the complete satisfaction of the Company.
16. The Applicant understands and agrees that it shall not have any right to transfer/assign this Agreement in favour of any other person. Notwithstanding this restriction, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee on a case to case basis after completion of 6 months of project launch and subject always to payment of the administrative and/or transfer charges in accordance with the Company's policy from time to time as well as the execution of appropriate collateral documentation by the Applicant and the proposed assignee(s)/transferee(s) to the complete satisfaction of the

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\_\_\_\_\_  
*Signature of Sole/First Applicant*

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\_\_\_\_\_  
*Signature of Second Applicant*

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\_\_\_\_\_  
*Signature of Third Applicant*

Company in the format finalized by it. Any change in the name registered as 'Applicant' (including, addition/deletion/substitution) will be deemed as assignment/transfer for this purpose. In the event the Applicant has obtained finance/loan against the said Serviced Apartment Unit from any financial institution/bank, then a no objection certificate/letter (NOC) by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to the requested assignment/transfer, by the Applicant. It is however made clear that the Applicant does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Applicant agrees and consents that the Company is not bound to permit the requested assignment/transfer, even though it may have done so in any other person's case previously or may do so subsequently. Any transfer by the Applicant without the prior permission/approval/NOC of the Company shall be treated as null and void and such transfer shall not be binding on the Company. The Company shall not be responsible or liable in any manner whatsoever on account of any transfer which is effected without the prior approval of the Company in writing.

17. In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Applicant hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Applicant.
18. It is made clear to the Applicant that under no circumstances shall the permission for assignment/transfer of its rights under this Agreement be granted to the Applicant either on any request made subsequent to the symbolic Possession for the said Serviced Apartment Unit for rent pool arrangement or after receipt of the complete Sale Consideration from the Applicant against the said Serviced Apartment.
19. In the event of there being more than one/joint applicant for the said Serviced Apartment, all communications, demand notices, etc., shall be sent by the Company to that Applicant whose name appears first in the Memo of Parties/information given above. It shall be the responsibility of the first named Applicant to inform the Company by Registered A.D./UPC/Courier post about any subsequent changes in its address, if any, failing which all demand notices and letters posted at the latest address available with the Company will be deemed to have been received by the Applicant within 5 days from the dispatch of the letter or receipt of the letter by the Applicant whichever is earlier. The Company on its part shall accordingly be bound to inform the first named Applicant of any change in the Company's address from the one given above.
20. The Applicant hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the Project or any part thereof including the said Serviced Apartment, subject to the condition that an NOC for the said Serviced Apartment Unit shall be obtained from the said institution, company or bank before the execution of the Conveyance Deed or the execution of the Tripartite Agreement with the respective institution, company or bank, financing the said Serviced Apartment Unit as the case may be.
21. The Applicant understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Serviced Apartment Unit in favour of the Applicant. The Applicant clearly understands that the ultimate Conveyance of the said Serviced Apartment Unit in favour of the Applicant is contingent on the payment of the complete Sale Consideration and all outstanding dues and the due and faithful performance by the Applicant of all its obligations agreed and undertaken herein.
22. The Applicant shall indemnify and undertakes to keep the Company, its assignees and nominees saved, indemnified and harmless from and against all consequences resulting from the breach by the Applicant of any law or its representations, warranties and undertakings being untrue.

X

\_\_\_\_\_  
*Signature of Sole/First Applicant*

X

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*Signature of Second Applicant*

X

\_\_\_\_\_  
*Signature of Third Applicant*

23. In case the Applicant is NRI/PIO/FNIO, the Applicant further agrees that it shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall alone be liable for any action under FEMA. The Applicant shall keep the Company fully indemnified and harmless in this regard.
24. The compliance hereof, by the Company shall be subject at all times to *force majeure* circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to (a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; (b) explosions or accidents, air crashes and shipwrecks; (c) strikes or lock outs, industrial dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority (including EIA approval) or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of Company in issuance of the occupation certificate, completion certificate and/or any other approvals/certificate as may be required; (g) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a court of law; (h) 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 the Company from complying with any or all the terms and conditions as agreed in this Agreement; (i) economic recession; (j) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to corresponding extension of time for performance of its obligations under this Agreement.
25. The Applicant further agrees that, if on account of force majeure conditions, the Company if decides in its sole discretion to abandon the project, then in that event the Applicant hereby authorizes the Company to refund the amounts received from him/them with simple interest at the rate of 8 % per annum (excluding interest paid/payable by the Applicant on any delayed payment) and the Applicant hereby confirms that he shall not have or make any other claim against the Company.
26. Subject to force majeure and further subject to the Applicant having complied with all its obligations under the terms and conditions of this Agreement, and the Applicant not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration, Stamp Duty and other charges/fees/taxes/levies and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the symbolic possession of the said Serviced Apartment Unit to the Applicant within a period of 45 months from signing the builder buyer's agreement (Commitment Period). The Applicant further agrees and understands that the Company shall additionally be entitled to a period of 180 (One Hundred Eighty) days ("Grace Period"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company. Subject to the condition contained herein, if the Company fails to offer symbolic possession of the said Serviced Apartment Unit to the applicant for the purpose of entering into rental pool agreement by the end of the Grace Period, it shall be liable to pay to the Applicant compensation calculated at the rate of Rs.10 /-(Rupees Ten Only) per sq. ft. of Super Area ("Delay Compensation") for every month of delay thereafter until the actual date fixed by the Company for handing over of possession of the said Serviced Apartment Unit to the Applicant

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 Signature of Sole/First Applicant

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 Signature of Second Applicant

X

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 Signature of Third Applicant



- for the purpose of entering into rental pool agreement. The Applicant shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of 'Offer of symbolic Possession for the purpose of entering into rental pool agreement or at the time of payment of the final instalment, whichever is earlier.
27. In case any breach committed by the Applicant is incapable of rectification in the opinion of the Company or is unlikely to be rectified by the Applicant or is such where the breach is repeated or is continuing despite the Applicant being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company at its sole option by written notice ("Notice of Termination") to the Applicant intimating to it the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.
  28. In all other cases not covered under this clause, the Company shall give to the Applicant a notice calling upon it to rectify the breach set out in the said notice within 30 days from the date of the said notice. In the event that the Applicant fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the stipulated time, the Company may terminate this Agreement in the manner set out in this clause above and to the same effect.
  29. The Company shall be entitled to and hereby reserves its right to cancel/terminate this Agreement, in case in the opinion of the Company, (a) the allocation of the said Serviced Apartment Unit has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or by any statutory body or competent authority, including DGTCP, OR (c) if the Applicant by it's conduct or actions, vitiates the spirit and essence of this Agreement. The condition contained in part (a) and (b) of this clause shall survive the Conveyance of the said Serviced Apartment Unit and run with the said Serviced Apartment Unit within the meaning of Section 31 of the Transfer of Property Act, 1882.
  30. If the Applicant fails to execute all copies of the Builder Buyer's Agreement and return them thereafter to the Company within 30 days from the date of this communication by the Company, then the Application for allocation shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money along with other charges including but not limited to interest on delayed payment, brokerage and amount spent by the company for the particular booking shall stand forfeited to the Company and the Applicant shall be left with no right, interest or claim in the said Application/allocation. No compensation or interest or any costs whatsoever shall be paid by the Company to the Applicant.
  31. The Courts at Gurgaon alone shall have jurisdiction in all matters arising out of or touching and/or concerning this provisional booking.
  32. I/We agree that in case of any discount is availed from the Company under any payment plan, and if I/we fail to pay the instalments in the promised time frame as per the payment plan opted and accepted, then in such a situation, the Company shall have the right to change the payment plan accordingly and withdraw the discount/rebate given to me/us and further then applicable charges against the converted payment plan shall apply to me/us.
  33. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment/application will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
  34. The company shall provide the Customer Identification Number at the receipt of the application/registration from. The same shall be used by all the applicant(s) in all the future correspondences.

I/We have fully read and understood the above-mentioned terms and conditions and due legal advice is obtained by me/ us in this regard and I/we 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 Builder Buyer's Agreement which shall supersede the terms and conditions set out in this Application.

Date \_\_\_\_\_

Place: \_\_\_\_\_

X

\_\_\_\_\_  
Signature of Sole/First Applicant

X

\_\_\_\_\_  
Signature of Second Applicant

X

\_\_\_\_\_  
Signature of Third Applicant

## Documents to be submitted along with the application form

### Resident of India:

- Copy of PAN card

### Photographs in all cases.

### Partnership Firm:

- Copy of PAN card of the partnership firm
- Copy of partnership deed
- In case one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### Private Limited & Limited Company:

- Copy of PAN card of the company
- Articles of Association (ADA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

### Hindu Undivided Family (HUF):

- Copy PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF. NRI/Foreign National of Indian Origin.
- Copy of the individual Passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only for foreign exchange remittance from abroad and not from the account of any third party.

X

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*Signature of Sole/First Applicant*

X

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*Signature of Second Applicant*

X

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*Signature of Third Applicant*