

One
Indiabulls
Gurgaon

A P P L I C A T I O N F O R M

**APPLICATION FOR PROVISIONAL RESERVATION OF RESIDENTIAL APARTMENT IN
ONE INDIABULLS GURGAON, SECTOR 104, GURGAON**

M/s Juventus Estate Limited
(Subsidiary of Indiabulls Real Estate Limited)

Office Address:

Dear Sirs,

I/We, the Applicant(s) understand that **Juventus Estate Limited** (hereinafter referred to as the “**Company**”), is developing a residential project under the name and style of “**One Indiabulls Gurgaon**” at Sector 104, Gurgaon, Haryana, (hereinafter referred to as the “said Complex”), comprising of premium luxury residential Apartments. I/we are submitting this application dated _____ for a provisional reservation of residential apartment therein (“Application Form”).

I/We request that the Company be pleased to provisionally reserve in my/our favour in the said Complex an apartment along with parking space(s) allotted, if any (hereinafter referred to as the “**Said Apartment**”) under the Company’s **Down Payment / Construction Linked Payment Plan / Possession Linked Plan**).

I/We remit herewith a sum of Rs..... Rupees.....
..... only by Bank Draft / Cheque No.....
dated..... drawn on..... favour of “**Juventus Estate Limited**” towards Provisional Reservation of the Said Apartment (“**Provisional Reservation Money**”). All receipts issued shall be subject to realization of the Provisional Reservation Money and the further payments made as per the Payment Plan. In case the cheque comprising of the Provisional Reservation Money is dishonored for any reason whatsoever, the Company reserves the right to cancel the registration without giving any notice to the Applicant(s).

In the event of the Company deciding to allot the Said Apartment, I/we agree to pay further installments of Total Sale Price and all other dues as stipulated in this Application Form and/or the Buyers Agreement as per the slabs of Payment Plan as detailed by the Company.

I/ We have clearly understood that this Application Form does not constitute a binding Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Said Apartment despite the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application Form. It is only after I/we sign

X
(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

and execute necessary documents, affidavits and Apartment Buyers Agreement and agreeing to abide by the terms and conditions as laid down therein that the Said Apartment's allocation will be made in my/our favour and terms of such Apartment Buyers Agreement, which shall be binding upon both the Company as well as me/us. The Apartment Buyers Agreement shall get executed on receipt of 10% payment of the Total Sale Price of the Said Apartment. If, however, I/we fail to execute the standard Apartment Buyers Agreement within thirty (30) days from the date the Company intimates and call upon the Applicant(s) for execution of the standard Apartment Buyers Agreement, having been ready for execution or in the manner as may be desired by the Company, then this Application Form and any decision taken in furtherance of this Application Form shall, at the sole discretion of the Company, be treated as cancelled and the monies paid by me/us shall stand forfeited as per clause 11 and 12 of the terms and conditions of this Application Form. If the Company, for any reason/s other than the reasons attributable to me/us, is not in a position to execute an Apartment Buyers Agreement within a period of six(6) months from the date of this Application Form, the Company has the option to refund the monies paid till then by me/us by serving a notice along with simple interest thereon at the rate of six(6)% per annum for such period the amount has been deposited with the Company. I/we am/are making this Application Form being fully aware of the fact, that it shall not be open to me/us to seek cancellation of said Provisional Reservation and seek refund of Provisional Reservation Money. However, if due to any reason whatsoever attributable to me/us including but not limited to:

- a. Non-compliance of the terms and conditions of this Application Form or Apartment Buyers Agreement; or
- b. Failing to sign standard Apartment Buyers Agreement within 30 days from the date the Company intimates and call upon the Applicant(s) for execution of the standard Apartment Buyers Agreement, having been ready for execution or in the manner as may be desired by the Company; or
- c. On making application for cancellation of this Application Form or Apartment Buyers Agreement;

Then in that eventuality it shall be open for the Company to cancel the provisional reservation/booking and forfeit 15 % of the total sale consideration.

I/We have also been shown all the documents pertaining to title of the parcel of the land over which the said Complex is going to be raised and I/We have also been shown clearances, approvals, requisitions including but not limited to approved Site/zoning Plan and Building Plan which the Company have obtained so as to give effect to raising construction of the said Complex. The Company is in the process of developing the said Complex in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by me/us. However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Government, or otherwise, the same may be affected suitably, to which the I/We have agreed and have given my/our consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the Said Apartment, the same shall be valid and binding on me/us. Further, if there is any increase or decrease in the area of the Said Apartment, revised price shall proportionally be determined by the Company on the basis of the original rate.

I/ We have read and understood all the terms and conditions stated hereinafter and are agreeable to the same. I/We agree to abide by the terms and conditions of this Application Form including those relating to payment of Total Sale Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc., as well as forfeiture of monies as laid down herein.

Date:.....

X
(Sole / First Applicant)

Place:.....

X
(Second Applicant)

1. PERSONAL DETAILS

FIRST APPLICANT

Mr. /Mrs. /Ms.....

Wife/Son/Daughter of.....

Occupation: Service () Business () Others ()
Specify (.....)

Nationality: Indian born Indian Resident () Non-Resident Indian ()
Others please specify (.....)

Residential / Mailing Address

.....

..... Pin.....

Residential / Mailing Address

.....

..... Pin.....

Telephone..... Mobile..... Fax.....

PAN..... Email.....

Please affix
passport size
photograph

SECOND APPLICANT

Mr. /Mrs. /Ms.....

Wife/Son/Daughter of.....

Occupation: Service () Business () Others ()
Specify (.....)

Nationality: Indian born Indian Resident () Non-Resident Indian ()
Others please specify (.....)

Residential / Mailing Address

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..... Pin.....

Residential / Mailing Address

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..... Pin.....

Please affix
passport size
photograph

x
(Sole / First Applicant)

Date:.....

Place:.....

x
(Second Applicant)

Telephone..... Mobile..... Fax.....

PAN..... Email.....

COMPANY/PARTNERSHIP/ PROPRIETARY CONCERN/TRUST

M/s.....

Registered Office

..... Pin.....

Corporate Office

.....

..... Pin.....

Registration Number

TIN No

PAN No

Board Resolution/Authority Letter Date/Resolution

In Favour of

Email

Phone.....

Fax No.....

Contact.....(M)

2. DETAILS OF SAID APARTMENT PROVISIONALLY RESERVED

a) Type :.....

b) Floor :.....

c) Saleable Area (Approx):.....Sq Fts(.....Sq Mts)

d) Tower/Building:

e) Tentative Apartment No.....

f) No. of Car Parking Space (Covered)..... (Uncovered).....

g) Date of Booking.....

3. PRICE LIST TO BE CALCULATED & PAID ON THE BASIS OF PER SQ. FT. OF THE SALEABLE AREA

a) Basic Sale Price of the Said Apartment Rs. _____ /-
(Rupees _____)

b) Preferential Location Charges (PLC) : Rs. _____ /-
(Rupees _____)

c) External Development Charges & Infrastructure Development Charges (EDC & IDC):
Rs. _____ /- (Rupees _____)

TOTAL SALE PRICE (a+ b+ c) : Rs. _____ /-
(Rupees _____)

Date:.....

Place:.....

x
(Sole / First Applicant)

x
(Second Applicant)

Note: Upon the Company deciding to allot to the Applicant(s) the Said Apartment then in addition to the Total Sale Price of the Said Apartment, the Applicant(s) shall whenever called upon by the Company, pay to the Company the following amount(s):

- a) The Applicant(s) shall pay charges towards installation /connection of electricity/water/gas/sewer services and for other incidental charges along with legal fees, society formation & towards share money as and when demanded by the Company.
- b) Maintenance Security and maintenance advance at rate as may be determinate by the Company and the said amount shall be calculated on the basis of per square feet of saleable area of the Said Apartment & shall be paid extra.
- c) Stamp Duty, Registration and incidental charges as well as the expenses for execution of Apartment Buyers Agreement, etc shall be charged extra at actual and shall be borne by the Applicant(s).
- d) The Total Sale Price does not include any Taxes as defined in the terms and conditions of this Application Form.
- e) The Applicant(s) shall pay, in addition to the Total Sale Price, a sum equal to the proportionate share of the Taxes; the proportionate share being calculated in the ratio of Saleable Area of the Said Apartment to the total saleable area of all the apartments in the Complex.
- f) The Total Sale Price does not include the maintenance charges, property tax, cesses, municipal tax, wealth tax, service tax, VAT, legal fees, charges or levies of all and any kind by whatever name called.
- g) The Applicant(s) shall initially be required to take membership of the club. The Applicant(s) shall pay the following amounts:
 - (i) Membership Fee _____
 - (ii) Annual Club Charges _____

The above mentioned amounts shall be paid as and when demanded by the Company. The actual usage will be payable as per the usage and services availed by the Applicant(s) and the Applicant(s) shall be required to sign the necessary documents for membership of the club which shall contain the detailed terms and conditions.

- h) The Total Sale Price does not include any other charges that may be payable by the Applicant/s, on demand by the Company, as per the Application Form and Apartment Buyers Agreement.

Date:.....

Place:.....

X
(Sole / First Applicant)

X
(Second Applicant)

4. PAYMENT PLAN:

POSSESSION LINKED PAYMENT PLAN - LOWRISE APARTMENTS

On Booking	Rs. 5 Lacs
Within 30 days of advance towards booking	10% of Total Sale Price less 5 Lac
Within 90 days of Booking	15% of Total Sale Price
Within 180 days of Booking	10% of Total Sale Price
Within 18 months from date of Booking	20% of Total Sale Price
Within 30 months from date of Booking	20% of Total Sale Price
On Offer of Possession	25% of Total Sale Price + Maintenance Security + Club House
Total Sale Price = (Basic selling price X Area) + PLC + EDC/IDC	

POSSESSION LINKED PAYMENT PLAN - HIGHRISE APARTMENTS

On Booking	Rs. 5 Lacs
Within 30 days from the date of booking	10% of Total Sale Price less 5 Lac
Within 6 months from the date of booking	15% of Total Sale Price
Within 12 months from the date of booking	10% of Total Sale Price
With in 18 months of booking / On Commencement of Eighteenth Floor Slab whichever is later	10% of Total Sale Price
On Commencement of Twenty Second Floor Slab	10% of Total Sale Price
On Commencement of Twenty Sixth Floor Slab	10% of Total Sale Price
On Commencement of Thirtieth Floor Slab	10% of Total Sale Price
On Commencement of Thirty Fourth Floor Slab	10% of Total Sale Price
On Commencement of Finishing Work	10% of Total Sale Price
On Offer of Possession	5% of Total Sale Price + Maintenance Security + Club House
Total Sale Price = (Basic selling price X Area) + PLC + EDC/IDC	

DOWN PAYMENT PLAN - 10% DISCOUNT ON THE BASIC PRICE

On Booking	Rs. 5 Lacs
Within 30 days of advance towards booking	10% of Total Sale Price less 5 Lac
Within 60 days of Booking	85% of Total Sale Price
On Offer of Possession	5% of Total Sale Price + Maintenance Security + Club House
Total Sale Price = (Basic selling price X Area) + PLC + EDC/IDC	

Date:.....

Place:.....

X
(Sole / First Applicant)

X
(Second Applicant)

Notes

- a) One covered / stilt / basement parking space per 3 BHK Apartment and the Second Parking Space shall be optional to Applicant(s)/ , subject to availability as decided by the Company; or ii. Two covered/ stilt / basement parking space per 4 BHK Apartment, are mandatory and or iii. Three covered / stilt / basement parking space per Pent house Apartment, are mandatory. Any additional parking shall optional to Applicant(s)/ , subject to availability as decided by the Company
- b) Stamp duty, Registration charges, Documentation charges and other charges as applicable shall be payable along with the last installment as applicable.
- c) The prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.
- d) The construction schedules shown are indicative and approximate & do not affect the due date of payment of installment. Company at its sole discretion may suspend the installment(s) collection if it feels that the construction of the Complex is delayed beyond two months.
- e) Prices indicated above are subject to revision from time to time at the sole discretion of the Company.

5. DECLARATION:

I/We the applicant(s) do hereby declare that my / our application for allotment by the company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from.

Date:.....

Place:.....

X
(Sole / First Applicant)

X
(Second Applicant)

TERMS AND CONDITIONS FOR PROVISIONAL RESERVATION OF A RESIDENTIAL APARTMENT IN ONE INDIABULLS GURGAON, SECTOR 104, GURGAON.

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant(s) with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which upon execution shall supersede the terms and conditions set out in this Application Form.

Definitions and Interpretation:

In this Application Form, 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. For all intents and purposes and for the purpose of the terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

“Apartment” means the apartment applied for by the Applicant(s), details of which have been set out in this Application and includes Car Parking Space allotted if any.

“Apartment Buyers Agreement” shall have the same meaning as ascribed to such expression in the Application.

“Applicant(s)” shall mean the applicant applying for Provisional Reservation of the Said Apartment including Car Parking Spaces the particulars of which are set out in the Application Form.

“Application” shall mean the application made by the Applicant(s) for provisional reservation of residential apartment in “ONE INDIABULLS GURGAON” alongwith the terms and conditions contained herein.

“Common Land Area” shall mean the land within the boundary of the Complex excluding the land underneath the Foot Print of all buildings in the Complex and excluding such lands occupied by the internal roads, community hall, mini theatre, games room, playground, areas occupied by facilities (provided if any) such as water and sewerage treatment plants, electrical landing station, sub-stations and structures housing power back-up facilities such as diesel generating sets, open space & reservation area and any other area(s) as may be specified by the Company to be excluded and/or earmarked in the approved plans alongwith the amenities and facilities thereon.

“Maintenance Agency” means the Company or association of Apartment allottees or such other agency/body/ company/society/association of condominium to which the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Complex/ Building.

“Payment Plan” means the plan as per which the Applicant(s) will pay the Total Sale Price and other charges to the Company.

“PLC or Preferential Location Charges” shall mean and include but will not be limited to the charges payable by the Applicant(s) to the Company on account of the preferential location of the said Apartment, including the Said Apartment being corner facing, park facing, road facing, first floor, second floor, Penthouses etc or as may be decided by the Company.

“Saleable Area” shall mean and include but is not limited to the covered area, verandah, balcony, area under periphery walls, area under the columns and walls, area utilized for services, viz area under staircase, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas, basement, cellars, yards, gardens, parking areas, storage spaces, water supply, sewerage and drainage connection and installations, all central services such as power, light, gas, tanks, pumps, motors, fans, and in general all apparatus and installations existing for the common use, automatic fire detecting and alarm facilities and such other community and commercial facilities as may be prescribed and all

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(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

“Taxes” shall mean any tax payable by the Company by way of value added tax, state sales tax, cesses, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the Complex.

“Total Sale Price” means sale price of the Said Apartment as indicated in point (3) of the Application Form and does not include other amounts, taxes, charges, security amount, etc., payable as per the terms of this Application Form/ Apartment Buyers Agreement, not limited to taxes, increase in all types of security deposit including maintenance security, charges for installation and connection of electricity, water services and sewer in the Complex, maintenance charges, property taxes, common area maintenance charges, increase in price due to increase in Saleable Area of the Said Apartment, stamp duty, registration and any incidental charges and any other charges payable as stated in the Application Form and more comprehensively stated in the Apartment Buyers Agreement.

“Tower” means the building in the Complex in which the Said Apartment is proposed to be located.

1. The Applicant(s) has / have applied for Provisional Reservation and subsequent allotment of the Apartment with Car Parking Spaces allotted, if any, with full knowledge of all the laws/notifications and rules applicable to the group housing/ multistoried building projects in general and the said Complex in particular.
2. The Applicant(s) has/have satisfied himself/herself/themselves about the interest and title of the Company in the land on which the Apartments are being constructed and has/have unconditionally accepted the same and understood all limitations and obligations in respect thereof. The Applicant(s) knows that the said Complex falls within the new Master Plan of Gurgaon and the site of the Complex may not have the infrastructure in place as on the date of Provisional Reservation or at handing over of possession as the same is to be provided by the Government / nominated government agency. Since this is beyond the control of Company, therefore, the Applicant(s) shall not claim any compensation for delay / non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the applied apartment(s) in the Complex. The Applicant(s) agree(s) that there will not be any further requisitions or investigations or objections by him/her/them in this respect.
3. The Applicant(s) agree(s) to abide by the terms and conditions of this Application Form and subsequently the Apartment Buyer's Agreement and pay the Total Sale Price and other charges, rates, taxes, cesses, deposits, levies etc, including development/ infrastructure / approval charges, unearned increase, if any, whether levied, or leviable now or in future or with retrospective effect, as the case may be which may be levied by Development / Municipal/ Central/State or Local; Authority/Body/Department or Organization applicable to the Land, Project, Complex & Apartment from the date of the Application Form. Further the Applicant(s) agrees that in the event of non-payment of such amount the Company shall have first lien on the Said Apartment for the recovery of such amount notwithstanding the execution of conveyance/sale deed of the Said Apartment in favour of Applicant(s).
4. That the Applicant(s) understands and agrees that the component of External Development Charges (EDC) and Infrastructure Development Charges (IDC) have been calculated on the basis of charges as demanded by DTCP to the Company. The Applicant(s) understands and agrees that any revision in the EDC and, or IDC charges by DTCP and any increase on such account, even if it is with retrospective effect, shall be payable by the Applicant(s) to the Company on demand, without any demur and protest.
5. It is made clear by the Company and agreed by the Applicant(s) that all the rights including the common areas and facilities and amenities therein, shall vest solely with the Company and the Company shall have the sole and

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(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

absolute authority to deal in any manner with such land(s), facilities and amenities 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, association, any person, institution, trust and/or local body(ies) which the Company may deem fit in its sole discretion.

6. The Applicant(s) hereby agree(s) to pay additionally as preferential location charges for preferential location and/or floor rise charges as made applicable by the Company and in a manner and within the time as stated in the Payment Plan. However, the Applicant(s) has / have specifically agreed that if due to any change in the layout / building plan of the Complex or Tower, the Said Apartment ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the Payment Plan. If due to any change in the layout/building plan, the Said Apartment becomes preferentially located, then the Applicant(s) shall be liable and agrees to pay as demanded by the Company preferential location charges as stated in the Payment Plan. No further consent of the Applicant(s) shall be required for this purpose.
7. The Company and/or their nominees shall look after the maintenance and upkeep of the common areas and facilities in the Complex on a best effort basis only till such period the Association of the Apartment Owners is formed. The Applicant(s) shall pay proportionate charges for maintenance and upkeep of common areas and services of the Complex to the Company/ its nominated agency. The Applicant(s) shall sign a separate maintenance agreement with the Company/Maintenance Agency and make a security deposit of Rs. 100/- per square feet of the saleable area of the Said Apartment payable to the Company or the Maintenance Agency, as the case may be, for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.
8. The Applicant(s) shall bear and pay to the Company or body or society or an association of owners as the case may be, the maintenance charges as may be decided by the Company/Maintenance Agency, to be paid on the basis of square feet of the saleable area of the said Apartment, for the maintenance and upkeep of the common areas and facilities in the said Complex. The Applicant (s) shall pay the concerned authority charges for Electric Meter, its installation, Security Deposit thereof and other related Electric Supply Charges.
9. The Applicant(s) at its option may apply for the non-transferable membership in Club along with other occupants by paying membership fee of Rs. _____/- (Rupees _____ only).
10. The Applicant(s) agree(s) that the Car Parking Spaces, provisionally reserved and if subsequently allotted to him/her/them shall be an integral part of the Said Apartment which cannot be sold/ dealt with independent of the Said Apartment. The provision of parking has been made within the area earmarked/designated for parking in the said Complex and no vehicle shall be allowed to park outside the respective earmarked/designated space for car parking. The Applicant(s) may apply for additional car parking spaces which may be allotted subject to the availability and at the prevailing price. All the clauses of the Application Form and the Apartment Buyers Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the car parking spaces so allotted, wherever applicable.
11. The Applicant(s) agree(s) that the Company shall be entitled to terminate the provisional reservation/allocation/ allotment of the Said Apartment and forfeit / recover the monies as herein mentioned along with the interest on delayed payments, processing fees and brokerage paid, if any, etc in case of failure to make payment of outstanding amounts, dues, charges, installment etc. as detailed in the Application form /Apartment Buyers Agreement for a period of 30 days from the date the said amounts have fallen due including but not limited to non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyers Agreement and also

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(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

in the event of failure by the Applicant(s) to execute the Apartment Buyers Agreement within thirty (30) days from the date the Company intimates & call upon the Applicant(s) for execution of the standard Apartment Buyers Agreement, having been ready for execution or in the manner as may be desired by the Company. The Applicant expressly agrees and undertakes that the Applicant shall not make an application for cancellation of this Provisional Reservation for any reason whatsoever.

12. The Applicant(s) agrees that the Company shall be entitled to, if due to any reason whatsoever attributable to the Applicant(s), including but not limited to (a) non-compliance of the terms and conditions of this Application Form or Apartment Buyers Agreement or (b) failing to execute Apartment Buyers Agreement within 30 days from the date the Company intimates & call upon the Applicant(s) for execution of the standard Apartment Buyers Agreement, having been ready for execution or in the manner as may be desired by the Company or (c) on making application for cancellation of this Application Form or Apartment Buyers Agreement; then in that eventuality it shall be open for the Company to cancel provisional reservation/booking and forfeit the 15 % of the total sale price along with the interest on delayed payments, processing fees and brokerage paid, if any.
13. The Applicant(s) agree(s) that time shall be the essence in respect of payment on or before due date, of Total Sale Price and other amounts payable by the Applicant(s) as per the Application form or Apartment Buyers Agreement or as demanded by the Company from time to time. The Applicant(s) undertake to use the Said Apartment for residential purpose only and to use the Compact Fluorescent Lamps fitting for internal lighting in the Said Apartment .
14. The Applicant(s) agree(s) to comply with terms and conditions of the Application Form and the Apartment Buyers Agreement, all the correspondence, agreements, letters etc. so issued by the Company failing which the Applicant(s) shall surrender / remit in favour of the Company the monies as per clause 11, along with the interest on delayed payment, processing fee and brokerage etc. paid, if any, and the allotment / Apartment Buyer's Agreement shall stand cancelled and the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment and the Car Parking Spaces provisionally reserved / allotted and it is not incumbent on the part of the Company to send reminders / notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in the Application Form and / or Apartment Buyers Agreement. The Company shall thereafter be free to provisionally reserve / sell / resell and / or deal with such Apartment and the Car Parking Spaces in any manner whatsoever at its sole discretion. The excess amount(s), if any, after adjustment of the amount(s) forfeited as above would be refunded to the Applicant(s) by the Company only after realizing such amounts from resale and without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all dues payable by the Applicant(s) to the Company.
15. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payment as per the payment plan on the condition that the Applicant(s) shall pay to the Company interest which shall be charged @ 18% per annum, payable from the due date. The Company shall have the right to adjust the installment amount received from the Applicant(s) first towards the interest and other sums, if any, due from the Applicant(s) and the balance, if any, towards the Total Sale Price.
16. It is specifically clarified by the Company that the Apartment Buyers Agreement to be entered / executed by the Applicant (s) with the Company shall not be assignable by the Applicant(s) and the Applicant(s), if allotted, an apartment, shall not have right to assign, transfer, nominate or convey the Said Apartment in any manner by the Applicants in any manner for a lock-in period of twelve months from the date of allotment of the Said Apartment. After the expiry of lock-in period, the Applicant(s) may assign/ transfer/ nominate the said Apartment in favour of any third party with the prior written consent of the Company which consent may be given or denied by the

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(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

Developer in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the government in force and shall be subject to terms, conditions and payment of administrative/ transfer charges @Rs. 100/- per sq ft. on saleable area of the Apartment for the first transfer. Subsequent transfer charges would be decided by the Company from time to time. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.

17. In case of the Applicant(s) being a company / firm, any transfer of more than 50% of its shareholding / capital to any person / entity, except the present shareholders/partners, shall be deemed and understood to be a transfer / sale of the Said Apartment and the Applicant(s) shall, inter alia, be liable to pay applicable transfer charges as stated hereinabove. The Applicant(s), in case of a company / firm, shall provide the list of its existing shareholders / partners as on the date of signing this Application Form and the latest list of its shareholders / partners, as and when demanded by the Company.
18. The Applicant(s) has seen and accepted the plans and has applied for the Provisional Reservation and subsequent allotment if found feasible, of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location of the Said Apartment and /or Tower, floor plans and all other terms and conditions are provisional and/or tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit and also subject to changes/ modification by the competent authority. However, in case of any major alteration/ modification resulting in +/- 10% change in the Saleable Area of the Said Apartment or material change in the specifications of the Said Apartment 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 duly intimated in writing by the company of such change and of the difference in the price of the Said Apartment to be paid by him or adjusted by the Company as the case may be. The Company shall not entertain any request for alteration of the Said Apartment.
19. The Applicant(s) agrees that in case the Company is unable to deliver the Said Apartment and/or allot Car Parking Spaces to the Applicant due to:
 - a) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
 - b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment / Building or;
 - c) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any litigation before a competent court or;
 - d) due to force or vis majeure conditions,

Then the Company may cancel the allotment of the Said Apartment and Car Parking Spaces in which case the Company, shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.

20. The residual or unutilized Floor Space Index (FSI) / Floor Area Ratio (FAR) in respect of the said land shall always be available to and shall always be for the benefit of the Company. In the event of any additional FSI in respect of the said Land /Complex or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or otherwise, at anytime thereafter, the Company alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of development and/or additions to the built-up areas on the said Property / the said Land as may be permissible. Under no circumstances, the Applicant(s) shall alter, demolish, construct or redevelop the Said Apartment and/or the said Land/Complex or part thereof or use

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any unutilized FSI available on the said Land/Complex. It is also agreed by the Applicant(s) that even after Society/Association shall have been formed in respect of the said building in which the Said Apartment is located, the Company alone shall continue to retain full right and authority to develop the said Land/Complex and to utilize the entire FSI.

1. Subject to the other terms and conditions of the Application Form and Apartment Buyers Agreement including but not limited to timely payment of the Total Sale Price and other charges, the Company shall endeavor to complete the construction of the said building/Apartment within a period of five years, with a six months grace period thereon from the date of execution of the Apartment Buyers Agreement. Upon completion of construction of the said Building/Apartment, the Company shall issue a offer letter for possession to the Applicants who shall within 30 days thereof , remit all dues and take possession of the Apartment. In the event of his/her failure to take possession for any reason whatsoever, he/she shall be liable to pay the holding charges at the rate of Rs 5/- per sq. ft. (of the saleable area) per month and all maintenance charges/ costs and any other levies on account of the allotted Apartment along with interest and penalties on the delayed payment. In case the Applicants fail to take possession of the Apartment with in 30 days from the date of notice to take possession, then the Company shall be entitled cancel the booking of the Apartment and to forfeit the monies as per this Application Form and claim holding charges @ Rs 5/- per sq. ft. on saleable area and the Applicants shall be left with no rights , title or interest in the said Apartment. Similarly in the event of the Company not issuing the notice for offer of possession within stipulated time(except force majeure events), then in such eventuality then the Company shall be liable to pay the pay delayed period charges @ Rs 5/- per sq. ft. on saleable area per month for the period of delay to offer notice of possession to the Applicant(s). The adjustment of such amount shall be made at the time payment of the last installment towards Total Sale Price of the Apartment. The date of submitting application to the concerned authorities for issue of completion/part completion/occupancy/part occupancy certificate of the Complex shall be treated as the date of completion of the Unit for the purpose of this clause/agreement.

21. With respect to the utilization on the unutilized / additional FSI, the Company shall at all times have the right to raise additional storeys and make additional extensions in the said Towers or any part of the Complex and construct additional blocks in adjoining parts at any time hereafter. The Company shall always have the rights to use the common passage, driveways, setback spaces and amenities in the said Complex for the said purpose and the Applicant(s) shall not object or cause any obstruction thereto on any ground whatsoever including nuisance, easement rights etc.

22. If the Company for any reason whatsoever, becomes eligible for additional development rights any time during the course of construction and/or after the completion of the Complex, the Company shall have the exclusive right to take up or complete such further construction, notwithstanding the said area being designated as Common Land Area/Limited Common Areas or otherwise and the Applicant(s) shall not stake any claim over the Common Land Areas. The Applicant hereby gives his/her/their irrevocable consent in favour of the Company authorizing the Company to carry out such addition or alteration by way of additional and further construction on any portion of the Land or building or terrace.

23. The Applicant(s) shall not have any right over and in respect of the covered and uncovered open spaces and/or car parking spaces in the Complex, save and except the area/spaces as are specifically agreed to be allotted/ sold to the Applicant(s) by the Company.

24. The Applicant(s) shall not be entitled to any right in respect of other area and space in the Complex save the right to use the common areas as may be necessary for the ingress and egress of men and materials to and from the apartment(s) and/or for utility pipes, cables and lines to be installed in the apartment(s).

25. That the Applicant(s) understands and agrees that he shall apply for the Home Loan, if required, to any

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 (Second Applicant)

Bank/Financial institution at his sole discretion and responsibility. The Applicant(s) agrees and understands that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in sanctioning and disbursement of the Home Loan to the Applicant(s). The Applicant(s) further understands and agrees that the Company shall not be held responsible in any manner whatsoever in the event his application, if any, for Home Loan in respect of the Said Apartment is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed. The Applicant(s) understands and agrees that his liabilities to pay the installments and other amount and charges due and payable to the Company shall continue irrespective and notwithstanding the eventuality that his application, if any, for Home Loan in respect of the Said Apartment is rejected by any Bank/ Financial institution and the loan is not sanctioned and disbursed.

26. All kinds of taxes including Central / State Sales Tax, Cesses, V.A.T., Works Contract Tax, Service Tax, in respect of the transaction here in contemplated including either as a whole or a part of any inputs or materials or equipments used or supplied in execution of or in connection with the construction / sale of the Said Apartment or provision of amenities, facilities etc. by the Company, shall be paid by the Applicant(s) to the Company like all other payments due hereunder, and the Applicant(s) shall keep the Company duly indemnified in respect of all liabilities under the same. If such charges or taxes are increased (including with retrospective effect) after the sale deed / lease has been executed then these charges or taxes shall be treated as unpaid sale price and the company shall have lien on the Said Apartment of the Applicant(s) for the recovery of such charges.
27. All stamp duties and registration charges and all other incidental and legal expenses for the execution and registration of the Apartment Buyers Agreement/Conveyance/Sale Deed of the Said Apartment shall be borne and paid by the Applicant(s) as and when demanded by the Company.
28. The Applicant (s) agree(s) that all remittances, acquisitions, transfers, refund, 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 the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies / Applicant(s) to abide by the same. The Company accepts no responsibility in this regard.
29. The Applicant(s) agree(s) to inform the Company in writing of any change in the mailing address mentioned in the Application Form failing which all demands, notices, etc. by the Company shall be mailed to the address given in the Application Form and deemed to have been received by the Applicant(s). In case of joint applicants communication sent to any one of the Applicants in the Application Form shall be deemed to have been sent to all the Applicant(s).
30. The Applicant(s) agree(s) that the proposal / Application Form is purely on provisional and tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Complex 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 / claim any right / title / interest on the acceptance of the proposal and receipt of the initial token money being received by the Company with the proposal from the Applicant(s).
31. The Applicant (s) agree(s) 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 and creating charge on the Project Land subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien. However, non-release of bank loan on delay in disbursement of loan to the Applicant(s) shall not be a ground for delay in making payment by the Applicant(s) as per the Payment Schedule. The Payment Plan shall not be altered in such a contingency.
32. The Applicant(s) agree(s) that the Company shall have the right to transfer ownership of the Complex in whole or

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Place:.....

X
 (Second Applicant)

in parts to any other entity such as any partnership firm, body corporate whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Company, in its sole discretion, without any intimation, written or otherwise, to the Applicant(s) and the Applicant(s) agrees that he shall have no right to raise any objection in this regard.

33. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement shall supersede the terms and conditions as set out in the Application Form and that the Company shall incorporate additional terms and conditions in the Apartment Buyers Agreement/ Allotment Letter over and above the terms and conditions of provisional allotment as set out in this Application Form.
34. The Applicant(s) has confirmed and assured the Company that he has read and understood the Haryana Apartment Ownership Act, 1983, and its implications thereof in relation to the various provisions of this Application Form and the Applicant(s) has further confirmed that he is in full agreement with the provisions of this Application Form in relation to Haryana Apartment Ownership Act, 1983, and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application Form.
35. All or any disputes arising out or touching upon or in relation to the terms of the Application Form and/ or Apartment Buyers Agreement including the interpretation and validity of the terms thereof and the rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The Venue of arbitration shall be New Delhi and it shall be held by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at New Delhi alone shall have the jurisdiction over the disputes arising out of the Application Form / Apartment Buyers Agreement.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We have understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which shall supersede the terms and conditions set out in this Application Form. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders notices in respect of our obligations as set out in the Application Form and/or Apartment Buyers Agreement and I/ We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained herein and/or Apartment Buyers Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and implications, I have now signed the Application Form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of the monies as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided herein, I/ We shall be left with no right, title, interest or lien on the Said Apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

X
(Sole / First Applicant)

Date:.....

X
(Second Applicant)

Place:.....

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name:.....

Signature:..... Date:.....

PROVISIONAL RESERVATION OF UNIT

- a) Type:
- b) Floor:
- c) Saleable Area (Approx).....sq. ft. (..... sq. mts.)
- d) Tower/Building:
- e) Tentative Apartment No:
- f) No. of Car Parking Space (Covered)..... (Uncovered).....

PRICE LIST:

- a) Basic Sale Price: Rs. _____/- (Rupees _____)
- b) Preferential Location Charges (PLC): Rs. _____/- (Rupees _____)
- c) External Development Charges & Infrastructural Development Charges (EDC & IDC):
Rs. _____/- (Rupees _____)
- TOTAL SALE PRICE (a+ b+ c):** Rs. _____/-
(Rupees _____)

PAYMENT PLAN: Down Payment [] Construction Linked [] Possession Linked []

Scheme, if any: _____

BOOKING: Direct [] Through Sales Organizer []

Sales Organizer's Name & Address, Stamp with signature: _____

CHECK LIST FOR RECEIVING OFFICER:

- a. Provisional Reservation amount cheques/drafts
- b. Signature of the Applicant(s) on all pages of the Application Form at the places marked 'X'
- c. PAN & copy of PAN Card/Undertaking (Compulsory)
- d. For Companies: Memorandum & Articles of Association and certified copy of board resolution and for partnership firm, copy of partnership deed / firm registration certificate & authorization letter/ power of attorney.
- e. For foreign nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c.
- f. For NRI: Copy of passport & payment through NRE/NRO A/c.
- g. One photograph
- h. Address/Identity proof: Photocopy of Electoral Identity Card / Ration Card/ Driving License/ Passport etc.,

Remarks: _____ Date: _____ Place: _____

HEAD - MARKETING

X
(Sole / First Applicant)

Date:.....

Place:.....

X
(Second Applicant)

One
Indiabulls
Gurgaon