



To  
Bestech India Pvt. Ltd.  
Bestech House- 124,  
Sector – 44, Gurgaon.  
Haryana.

Dear Sir(s),

I/We, the undersigned, request for the allotment of an Apartment in your Group Housing Complex known as “**PARK VIEW ALTURA**”, being developed in Sector 79, Gurgaon, Haryana.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisional or final allotment of a unit notwithstanding the fact that **M/s Bestech India (P) Ltd** may have issued a receipt in acknowledgment of the money tendered with this application.

I/We, further agree to sign and execute the requisite Apartment Buyers Agreement, as and when desired by the Company on the Company’s standard format. I/We hereby agree to abide by the indicative terms and conditions of sale.

I / We remit herewith a sum of Rs \_\_\_\_\_ (Rs \_\_\_\_\_)

as per below mentioned details, towards Registration Money / Earnest Money for the said Apartment which may be treated as the non-refundable Booking Amount .

Draft/Cheque No.	Dated	Drawn on	Amount (in ₹ )

I/We further agree to pay further instalments of sale price and other charges as stipulated / called for by the company.

(The Applicant(s) shall make all the payments through bank drafts and cheques in favour of “**Bestech India Pvt. Ltd.** payable at Gurgaon / New Delhi / Delhi.)

<b>For Office use only</b>
Flat No. _____
Application Dated ____ / ____ / ____
Customer Code _____
Net BSP _____
Autho. Signatory _____

\_\_\_\_\_  
Applicant(s) Signature

My / Our particulars are as furnished below for your records for reference and communications:

**SOLE / FIRST APPLICANT**

**Name: Mr. /Mrs /Ms /M/s** \_\_\_\_\_

S/W/D of Mr \_\_\_\_\_

Date of Birth.(In Figure)\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Age. \_\_\_\_\_Year Nationality\_\_\_\_\_

Profession / Business \_\_\_\_\_

Residential Status (\_\_\_\_\_) Indian / (\_\_\_\_\_) NRI / (\_\_\_\_\_) Foreign National of Indian Origin

Income Tax Permanent Account No. \_\_\_\_\_

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

\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Pin Code:\_\_\_\_\_ Country \_\_\_\_\_

Telephone No. \_\_\_\_\_ (Mobile) \_\_\_\_\_

FAX No:\_\_\_\_\_ E-Mail Address : \_\_\_\_\_

**Office Name & Address** \_\_\_\_\_

\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Pin Code:\_\_\_\_\_ Country \_\_\_\_\_



**JOINT & SECOND APPLICANT**

**Name: Mr. /Mrs /Ms /M/s** \_\_\_\_\_

S/W/D of Mr \_\_\_\_\_

Date of Birth.(In Figure)\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Age. \_\_\_\_\_Year Nationality\_\_\_\_\_

Profession / Business \_\_\_\_\_

Residential Status (\_\_\_\_\_) Indian / (\_\_\_\_\_) NRI / (\_\_\_\_\_) Foreign National of Indian Origin

Income Tax Permanent Account No. \_\_\_\_\_

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

\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Pin Code:\_\_\_\_\_ Country \_\_\_\_\_

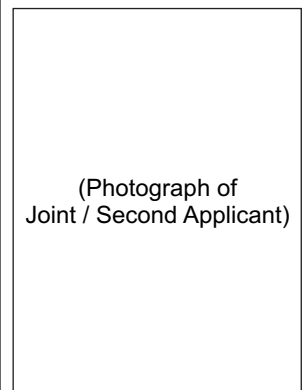
Telephone No. \_\_\_\_\_ (Mobile) \_\_\_\_\_

FAX No:\_\_\_\_\_ E-Mail Address : \_\_\_\_\_

**Office Name & Address** \_\_\_\_\_

\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Pin Code:\_\_\_\_\_ Country \_\_\_\_\_



**PAYMENT PLAN**

Down Payment Plan ( \_\_\_\_\_ )

Construction Link Plan ( \_\_\_\_\_ )

**DETAILS OF THE APARTMENT TO BE PURCHASED :**

Apartment No.: \_\_\_\_\_ Floor : \_\_\_\_\_ Tower : \_\_\_\_\_

Super Area : \_\_\_\_\_ Sq. Ft. (Approx.) Terrace Area : \_\_\_\_\_ / Sq. Ft. (Approx.)

S. N.	APARTMENT / PRICE DETAILS	RATE	SUPER AREA	TOTAL ( ₹ )
1	Basic Sale Price (BSP) (BSP + Right to use _____ Covered Car Parking/ _____ Open Car Parking)	/Sq. Ft.	Sq. Ft.	
2	External Development Charges (EDC) & Infrastructure Development Charges ( IDC )	/Sq. Ft.	Sq. Ft.	
3	Preferential Location Charges (PLC) 1. _____ 2. _____ 3. _____	/Sq. Ft.	Sq. Ft.	
	<b>Total Sale Consideration</b>			
4	Club Membership Fee			
5	Interest Free Maintenance Security ( IFMS )	/Sq. Ft.	Sq. Ft.	
	<b>TOTAL</b>			

**\*1Sq. Mtr. = 10.764 Sq. Ft.**

Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Conveyance Deed etc. which shall be borne and paid by the Applicant(s) to the Company. Total price does not include any Taxes. The applicant shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges, Service tax and all other incidental and legal expenses for execution and registration of Conveyance Deed/ Transfer Deed in respect of the said Apartment.

**DECLARATION**

I/We, the above applicant(s) do hereby declare that the above particulars/ information given by me / us are true and correct to my / our knowledge and no material fact has been concealed there from. Also, I / we agree to all the Terms & Conditions as mentioned in Annexure-I.

(Booked through Agent / Direct)

ABC Buildcon Pvt Ltd  
128, ILD Trade Centre  
Gurgaon Sohna-Road  
Gurgaon-122018, Haryana  
0124-4058121, 9810256121/57121

**Agent's Seal and Signature**

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

Name \_\_\_\_\_

Second Applicant's Signature \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Place: \_\_\_\_\_

**TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF  
A RESIDENTIAL APARTMENT IN THE GROUP HOUSING COMPLEX "PARK VIEW ALTURA"  
SECTOR- 79, GURGAON, HARYANA**

**1. TITLE**

The Applicant(s)/ Intending Allottee(s) has/ have fully satisfied himself/ herself themselves about the right, title and interest of the Company in the land on which the proposed **PARK VIEW ALTURA** is to be developed/ constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/ Intending Allottee(s). The Intending Allottee(s) has perused the License No. 22 of 2012 dated 27 March 2012 issued by Town and country Planning Department with respect to the said Complex.

**2. ALLOTMENT**

- i) The allotment shall be made on first come first serve basis.
- ii) The final allotment shall be entirely at the discretion of the Company, which has the right to reject any application without assigning any reason whatsoever.
- iii) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to execute the 'Buyers Agreement' in the Company's prescribed format, within 30 days from the date of its dispatch by the Company, failing which the Company shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the said Apartment to any third party or to use it for any purpose it may deem appropriate.
- iv) If for any reason the Company is not in a position to allot the Apartment/ unit applied for, the Company shall be responsible to consider for an alternate Apartment and in case of failure to do so the Company shall refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.
- v) The Applicant(s)/ Intending Allottee(s) is aware that the Company has obtained sanctioned building plans from the Director, Town & Country Planning (DTCP), Haryana. However, the Company shall have the right to revise the said plans, if required, and get the same re-approved by DTCP. The Applicant(s)/Intending Allottee(s) agree and undertake not to raise any objection to such revision. In case of revision of the plans the Company shall have the sole discretion to allot an alternate apartment. The Applicant(s)/Intending Allottee(s) have instructed the Company that if for any reasons other than reasons attributable to me/us, the Company is not in a position to finally allot the Said Apartment with in a period of one year from the date of this application, the Applicant(s)/ Intending Allottee(s) shall have the option to take the refund of booking amount by serving a 30 days demand notice on the Company and the Company shall refund the booking amount deposited without any interest.
- vi) In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A/ R.B.I. guidelines and any other law, as may be prevailing shall be applicable.

**3. LAYOUT, PLANS AND AREAS**

That it is made clear to the Applicant(s)/ Intending Allottee(s) the meaning of Super Area and its use for the calculation of sale price and other charges in respect of the Apartment proposed to be allotted. The Company has a right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes, such as change in the position of the Apartment/ unit, increase/decrease in size of the original area which includes Super Area, car parking space, etc., change in floor-plan layout, change in direction of the apartment, change in its number. In case, government imposes any ban or changes its import policy on imported marble, the same would be replaced by Indian marble of similar quality. If there is any increase in the Super Area of the Apartment the same shall be charged at the prevailing rate per sq. ft. at the time of such revision. The applicant(s)/Intending Allottee(s) shall have ownership of undivided proportionate share of the land beneath the said building only.

**4. TOTAL PRICE**

Total Price means sale price of the said Apartment inclusive of the price of Car Parking Space(s), Preferential Location Charges in case the Apartment is preferentially located, the cost of providing wiring and switches in the Said Apartment along with EDC and IDC, fire detection and fire fighting equipment in the common areas within the Said Building/Said Complex as prescribed in the fire fighting code/ regulation and does not include other amounts, charges, security amount etc., payable as per the terms & condition of Apartment Buyer Agreement including but not limited to taxes, increase in EDC, IDC, increase in all types of securities and charge for bulk supply of electric energy, Club Membership Charges, Interest Free Maintenance Security Deposit, External Facade Maintenance Fund, Maintenance Charges, Property tax, additional preferential location charges, increase in price due to increase in Super Area of the Said Apartment, stamp duty, registration charges and any incidental charges and any other charges payable as mentioned in the Agreement. The Applicant(s)/Intending Allottee(s) shall also pay as and when demanded by the Company the pro rata 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 to the subsequent agreement to be executed by the Applicant.

**5. EXTERNAL DEVELOPMENT CHARGES (EDC) & INFRASTRUCTURE DEVELOPMENT CHARGES (IDC)**

The External Development Charges (EDC) & Infrastructure Development Charges (IDC) for the external services to be provided by the Haryana Government as per the present rates are in addition to the sale price of the said Apartment. In case there is any increase or upward revision in the External Development Charges (EDC) & Infrastructure Development Charges (IDC) in future, the same shall be payable by the Applicant(s)/ Intending Allottee(s) without any delay or demur as and when demanded by the Company. "That the Developer has conveyed to the allottee that the Developer shall be entitled to recover amount paid to Government towards EDC/ IDC and any financial expenses incurred in relation to such EDC / IDC.

\_\_\_\_\_  
Applicant(s) Signature

**6. PREFERENTIAL LOCATION CHARGES (PLC)**

The Applicant(s) agrees that the Preferential Location Charges for preferential location (PLC) of the Apartment as described by the Company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the Applicant(s)/ Intending Allottee(s) confirms that if due to any change in the layout/building plan, the said Apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant(s)/ Intending Allottee(s) and the same shall be adjusted at the time of offer of possession of the Apartment. The Applicant(s)/ Intending Allottee(s) further agrees that in the event, due to any change in the layout/building plan if the Apartment becomes preferentially located, the Applicant(s)/ Intending Allottee(s) shall be liable to pay additional Preferential Location Charges as and when demanded by the Company.

**7. CAR PARKING**

That the Applicant(s)/ Intending Allottee(s) agrees that the exclusive reserved covered parking space(s) assigned to him/her is meant to be utilized by the Applicant(s)/ Intending Allottee(s) for parking light motorized vehicles only at such designated place in the Complex. It is agreed and understood by the Applicant(s)/ Intending Allottee(s) that he/she has right to use such car parking space and has no ownership rights over such space. It is further understood by the Applicant(s)/ Intending Allottee(s) that such space allotted to him/ her shall be integral part of the Apartment and under no circumstances can be detached from the said Apartment. The Applicant(s)/ Intending Allottee(s) shall not be entitled to sell/transfer/lease or deal with the car parking space independent of the said Apartment. The Applicant(s)/ Intending Allottee(s) undertake to park his/ her vehicle in the parking space allotted to him/ her and not anywhere else in the said GROUP HOUSING COMPLEX. It is specifically made clear and the Applicant(s)/ Intending Allottee(s) agrees that the basement and other areas in the GROUP HOUSING COMPLEX reserved for services, maintenance staff etc. shall not be used for parking vehicles. The Applicant(s)/ Intending Allottee(s) agrees that all such reserved parking spaces allotted to the occupants of the said TOWER/ GROUP HOUSING COMPLEX shall not form part of common areas and facilities of the said Apartment for the purpose of the declaration to be filed by the Developer under Haryana Apartment Ownership Act, 1983, as amended. All clauses of this agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the parking spaces allotted to him/her.

**8. MAINTENANCE AGREEMENT**

The Applicant(s)/ Intending Allottee(s) agrees to enter into a maintenance agreement with the Company or any Maintenance Agency nominated by the Company or other body appointed by the Company from time to time for maintenance and upkeep of the common services and common areas (apart from the internal area of the Apartment) of the said Group Housing Complex and the intending Allottee(s) undertakes to pay the maintenance charges for maintaining the various services and facilities at the rate determined by the Company or its nominated Maintenance Agency. The Applicant(s)/ Intending Allottee(s) agrees to deposit and to always keep deposited with the Company a Interest Free Maintenance Security Deposit (IFMSD) calculated on the basis of the super area of the Apartment @ Rs. 100/- per sq. ft. (rate at the time of booking). It is clearly understood by the Intending Allottee(s) that IFMSD shall and remain interest free at all times.

**9. ELECTRICITY**

The total price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and power back up not exceeding 9 KVA for 3 BHK Apartment and 12 KVA for 4 BHK Apartment. D G capacity shall be at 70% of load factor and 70% over all diversity for Apartment as well as for common area after accounting for an overall suitable diversity of 70% per Apartment in addition to that for the common areas and services but does not include the cost of electric fittings, fixtures, electric and water meter etc. which shall be got installed by the Applicant(s) at his/her own cost as well as the charges for water and electricity connection. If, however, due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, than the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other applicants as determined by the company in its absolute discretion.

**10. COMMERCIAL PREMISES, SCHOOL & COMMUNITY CENTER**

The Applicant(s) agrees that the Applicant(s) shall not have any right, title and interest in any commercial premises/building, shops, community centre/club and Nursery school constructed/ situated in the said Complex as the Company shall be the sole owner of the same and the ownership of same shall always vest with the Company. The Company, as the owner, shall be free to dispose of the same on such terms and condition, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking allotment and finalization of sale of the shops, commercial premises, nursery school etc., or in the operation and management, including but not limited to creation of further rights in favor of any other party/Company by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, any other authority, body, any person, institutions, trust and / or any local bodies, which the Company may deem fit.

**11. TIME IS OF ESSENCE**

That timely payment of instalments/ balance sale consideration/ security deposits/ charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/ Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/ sale, as contained in this Application Form. In case the instalments are delayed, the Applicant/ Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding instalment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment. Even then, if the Applicant(s)/ Intending Allottee(s) fails to pay the instalment along with interest within 75 days, from the due date, the Company shall forfeit the amount of Earnest Money/ registration money deposited by him/ her/ them along with brokerage paid, if any, and the allotment shall stand cancelled and he/she/ they shall have no lien/ charge/ interest/ right on the said Apartment. The sums, if any, paid over and above the Earnest Money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant(s) / Intending Allottee(s). Further, in case the Applicant(s)/Intending Allottee(s), at any stage, seeks cancellation of allotment and/or

Applicant(s) Signature

refund of the amount deposited, the Company may, at its discretion forfeit the Earnest Money, brokerage paid, interest accrued and refund the remaining amount paid by the Applicant(s)/Intending Allottee(s). The Earnest Money has been quantified to be 20% of the basic sale price.

## 12. COMPLETION OF CONSTRUCTION/DELIVERY OF POSSESSION

- i) That the possession of the said Apartment is proposed to be offered by the Company to the Applicant(s)/ Intending Allottee(s) within 48 months (excluding a grace period of 6 months) from the date of execution of Buyer's Agreement whichever is later, subject to timely payment by the Applicant(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her/them or as demanded by the Company and subject to force- majeure clause. It is made clear that the Company shall be entitled to a grace period of six months for any reason, whatsoever.
- ii) The Applicant(s) agree that in case the Company is unable to hand over the Said Apartment and/or allot the Parking Space(s) to the Applicant(s) for his occupation and use due to the following reasons:-
  - 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 proposed Apartment/ Building or;
  - c) if any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or;
  - d) due to force majeure conditions

Then in that event the Applicant(s)/ Intending Allottee(s) shall only be entitled to refund of the advance amount for the provisional allotment without any interest/compensation. In such event the applicant shall have no other right, claim or interest of whatsoever nature or kind in the Group Housing Complex or allotment so made.

- iii) In the event, Applicant(s)/ Intending Allottee(s) fails to take over the possession of the Apartment allotted within thirty (30) days from the date of offer of possession in writing by the Company, the Applicant(s)/ Intending Allottee(s) shall be liable to pay to the Company holding charges @ Rs. 5/- per sq.ft. of the Super Area per month and the maintenance charges as determined by the Company/Maintenance Agency for the entire period of such delay till the date when the physical possession is taken over by the Applicant(s) Intending Allottee(s).

## 13. APPLICANT'S/ INTENDING ALLOTTEE'S COVENANTS

- (i) That the Applicant(s)/ Intending Allottee(s) have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- (ii) That the Applicant(s)/ Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications & forms for the said purpose.
- (iii) The Applicant(s)/ Intending Allottee(s) agrees to sign and execute, as and when desired by the Company, the standard Apartment Buyers Agreement, the standard Maintenance Agreement and other documents/ papers along with all their Annexure, and agree to abide by the terms conditions as laid down therein.
- (iv) The Applicant(s)/ Intending Allottee(s) has/ have applied for registration/ allotment of an Apartment in the proposed **PARK VIEW ALTURA**, Sector 79, Gurgaon with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed Complex, which have been fully explained by the Company and understood by him/ her/ them. The Applicant has carried out its independent investigations and the Applicant/Intending Allottee(s) understates not to raise any dispute or objection in this respect pursuant to submission of this application.
- (v) The Applicant(s)/ Intending Allottee(s) has/have understood and agreed that this application for booking of the said Apartment is subject inter alia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Apartment Buyers Agreement that shall be executed with the Company in due course and the Applicant(s)/ Intending Allottee(s) further agree and undertake to abide by all these terms, conditions and obligations.
- (vi) The Applicant(s)/ Intending Allottee(s) has/have clearly understood that submission of this signed application form and payment by the Applicant(s)/ Intending Allottee(s) of the booking amount shall not constitute a right to allotment of the Apartment in proposed Group Housing Complex and it shall not create or result in any obligation on the Company towards the Applicant(s)/Intending Allottee(s). The Applicant(s)/ Intending Allottee(s) understands that the Company may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever.
- (vii) The Applicant(s)/ Intending Allottee(s) hereby declare that he/she/they is/are competent to make and submit the present application for booking of the Apartment in proposed Group Housing Complex and there is no legal or contractual impediment or restriction on the Applicant(s)/ Intending Allottee(s) making this application or the payment tendered hereunder.
- (viii) The Applicant(s)/ Intending Allottee(s) understands that once submitted, this application cannot be revoked by him/her/them and in the event Applicant(s)/ Intending Allottee(s) withdraw the present application or if Applicant(s)/ Intending Allottee(s) do not accept the allotment made by the Company on his/her/their application or Applicant(s)/ Intending Allottee(s) do not execute the Apartment Buyers Agreement within the time stipulated by the Company for this purpose, then his/her/their entire booking amount shall be forfeited by the Company and the Applicant(s)/ Intending Allottee(s) shall be left with no right, interest, claim on the proposed Apartment or its booking or otherwise on the Company in any other manner whatsoever.
- (ix) That the applicant(s)/ Intending Allottee(s) acknowledges that the Company has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures,

Applicant(s) Signature

advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the Applicant(s)/ Intending Allottee(s) has/ have relied solely on his/ her/ their own judgment in deciding to make the application for purchase of the said Apartment.

- (x) The Applicant(s) / Intending Allottee(s) undertakes to indemnify the Company, its assignees and nominees from and against all consequences resulting from the breach by the applicant/ Intending Allottee(s) of any law or its representations, warranties and undertakings found to be untrue.

#### 14. LOAN FACILITY

- (i) In case the applicant(s)/Intending Allottee(s) desires to avail loan facility for the purchase of Apartment applied for, the 'Company' shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the /Intending Allottee(s) only.
- (ii) In case the Allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Company as per schedule shall be ensured by the Allottee(s), failing which he / she / they shall be governed by the provisions contained in clause no. 9 supra.
- (iii) Save and except in the case of any bank, financial institution or company with whom it tripartite agreement has been separately executed for financing the said Apartment, where the Company has given permission to mortgage to any Bank/Financial Institution or Company for extending the loan to the Applicant(s)/ Intending Allottee(s) against the apartment proposed to be allotted, 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 application form whatsoever. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant(s)/ Intending Allottee(s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this application on time.

#### 15. OTHER MISCELLANEOUS TERMS AND CONDITIONS

- i) Joint Applications: The Applicant(s)/ Intending Allottee(s) declares and affirms that in case of joint allotment, failure on part of any Allottee(s) shall be deemed as failure to pay by both/ all and the joint intending Allottee(s) shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly as well as severally.
- ii) Correspondence: The Applicant(s)/ Intending Allottee(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Apartment and it shall be his/ her/ their responsibility to inform the Company by Registered Post/ AD about all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s)/ Intending Allottee(s) in the Application shall be deemed to have been received by him/ her/ them. This is without prejudice to the stipulation that the Applicant(s)/ Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the this application and the Applicant(s)/ Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Applicant(s)/ Intending Allottee(s) undertake to abide by all the laws, rules, regulations relating to Haryana Apartment Ownership Act, 1983 or any other laws as may be applicable to the said Apartment/ Building/ Complex.
- iii) Rights of Owner/Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authorities. Such additional structures and storeys shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.
- iv) That the specifications of the Apartment are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
- v) That the Company shall provide Fire Safety measures as per existing Fire/ Safety code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the Applicant(s)/Intending allottee(s) shall pay for the same, on pro-rata basis.
- vi) The Company has made clear to the Applicant(s)/Intending Allottee(s) that it shall be carrying out extensive development/ construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment is located and that the Applicant(s)/ Intending Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered due to such development/construction activities or incidental/ related activities.vii) The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
- viii) That Applicant(s)/ Intending Allottee(s) 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 made at its sole discretion permit such assignment /transfer of this agreement in favour of a nominee on a case to case basis subject always to payment of the transfer/ other of charges as may be decided by the Company as well as execution of appropriate collateral documentation by the Applicant(s)/Intending Allottee(s) and the proposed assignee(s) /transferee(s) to the complete satisfaction of the Company in the format finalised by it. In the event the Applicant(s)/ Intending Allottee(s) has/have obtained finance /loan against the said Apartment from an financial institution /bank, then a no objection certificate

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Applicant(s) Signature

letter by such financial institution/bank shall be submitted to the competent in a format approved by it permitting /consenting to the requested assignment/transfer by the Applicant(s)/ Intending Allottee(s). It is made clear that the Applicant(s)/ Intending Allottee(s) 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(s)/Intending Allottee(s) agrees 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. The Company at its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer to the Applicant(s)/ Intending Allottee(s)

- ix) That in case request for assignment/transfer of rights is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the government. The Applicant(s)/ Intending Allottee(s) hereby undertakes to indemnify the Company and to keep it harmless at all times from any legal, monetary (including liability for any stamp charges, tax, penalty or duties etc.) or other adverse consequences whatsoever on account of such permission being accorded by the company on the request of the applicant.
- x) All taxes, whether levied or to be levied in future, on the land and/ or on the said Apartment shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).
- xi) The Applicant(s)/ Intending Allottee(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage / charge / securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of Conveyance Deed. The Company / financial institution / bank shall have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s)/Intending Allottee(s) or in respect of the loan granted for the purpose of the construction.
- xii) That the Applicant(s)/ Intending Allottee(s) shall not be entitled to insist for execution and registration of conveyance deed till such time it proceeds to make payment of all amounts payable to the Company. The Applicant(s)/ Intending Allottee(s) shall further be bound to execute the maintenance agreement prior to execution and registration of Conveyance Deed in its favour by the Company.
- xiii) That the Applicant(s)/ Intending Allottee(s) is aware of the fact that the Company shall construct at its own costs a club/recreational facility which the Company may at its absolute discretion in due course transfer to any qualified third party identified and deemed appropriate by the Company with the objective of owning, managing and operating such facility on terms and conditions as deemed appropriate by the Company / third party. The right of the Applicant(s)/Intending Allottee(s) to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s)/Intending Allottee(s) of all the rules, bye laws and conditions as may be notified by such third person, transferee or the Company. The right of the Applicant(s)/ Intending Allottee(s) to use such facility shall further be contingent on payment of such charges (usage based as well as fixed) as may be intimated by such third person, transferee or the Company to the Applicant(s)/ Intending Allottee(s) in due course.

**16. FORCE MAJEURE**

Development & construction of **PARK VIEW ALTURA** is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in offer of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time

**17. JURISDICTION**

Courts at Gurgaon alone shall have jurisdiction in all matters arising out of or touching and / or concerning this transaction.

**DECLARATION**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Sole/ First Applicant's Signature \_\_\_\_\_

Name \_\_\_\_\_

Second Applicant's Signature \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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