Central Park®
.expect the world.

Customer Information / Profiling Document (KYC-R.1)
(Utmost Privacy and confidentiality shall be maintained)

How did you get to know about Central Park? (Please tick)				
News Paper	**Outdoor Hoarding**	**Digital Website/Mobile**	**Reference/Existing Customer**	**Channel Partner**
				Firm Name
TOI /HT	Airport / Others		Name	Relationship Manager Name
Any other Source please Specify			Mobile	Mobile

Yours First Point of Contact with Central Park? (Mandatory to share to serve you better)	
In Case of Direct Booking	**In Case of Booking Through Channel Partner**
Relationship Manager Name	Firm's Name & Rating Scale 1 (Lowest) and 5(highest)
Mobile Number	Representative Name & Rating Scale 1 (Lowest) and 5(highest)
Rate Relationship Manager on Scale 1 (Lowest) and 5(highest)	Mobile Number

Top 5 Reasons to Buy Central Park Property?	**Location**		**Quality of Construction**		**Innovative Developments**		**Concept Living**		**Brand Equity Goodwill**	
We Offer 10 Academies Mark Your Interest	**Golf**	**Cricket**	**Swimming**	**Badminton**	**Yoga**	**Fitness**	**Lawn Tennis**	**Boxing**	**Acting**	**Dance**

Particulars	**Applicant -1**			**Applicant -2**		
First Name	First Name		Last Name	First Name		Last Name
Nationality	**Indian National**		**Foreign National**	**Indian National**		**Foreign National**
Residential Status	**Resident**	**NRI**	**Expatriate**	**Resident**	**NRI**	**Expatriate**
Birthday	DD	MM	YY	DD	MM	YY
Anniversary	DD	MM	YY	DD	MM	YY
Mobile Nos.	Mobile Number		Land Line Number	Mobile Number		Land Line Number
Email ID						
Qualification	Graduate / Post Graduate / Professional			Graduate / Post Graduate / Professional		
Occupation	SME/Self Employed /Professional/Pvt. Sector/Gov.Sector			SME/Self Employed /Professional/Pvt. Sector/Gov.Sector		
Organization				Organization		
Annual Income	Up to 25L	25L to. 50L	50L to 1C	1C to 2C	>2C	Up to 25L	25L to 50L	50L to 1C	1C to 2C	>2C

Brand of Cars you Own	**1**		**1**	
	2		**2**	
Active Club Membership	Name	Frequency of Your Visit	Name	Frequency of Your Visit

Give us 2 names of people you would recommend to live at Central Park (mandatory)					
Reference	Name1	Mobile	Name2	Mobile	
Overall Experience at Central Park	1 (Lowest)	2	3	4	5 (Highest)

We collect your information for internal record keeping and may use this information to understand your needs and provide you with a better service. We may periodically send Promotional / Transactional communication (using various channels like email/SMS/WhatsApp Message /Call Centre Calling etc.) ensuring that your information is secure.

Thank you very much for having spared your valued time; it was pleasure interacting with you.

Team Central Park (Relationship Manager) ***Date ____/____/_____*** ***Customer Signature***

To
St. Patricks Realty Private Limited
3rd Floor, Tower-D,
Global Business Park, MG Road,
Gurgaon, Haryana (India)

SUB: APPLICATION FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL LOW RISE SUITE IN YOUR PROJECT CERISE SUITES AT "CENTRAL PARK FLOWER VALLEY" SOHNA (SOUTH OF GURGAON)

Dear Sir,

I/we, the undersigned (also referred to as the "**Applicant**") wish to apply for allotment of a built up residential Low Rise Suite on *first /second/ third / fourth floor** tentatively admeasuring about_____ sq. ft. (_____sq. mtrs.) of Saleable Area along with 01/02 reserved car parking slot(s) *and the exclusive right to use one party terrace (No 1 / No 2) (delete what is not applicable)* in your project Cerise Suites in Central Park Flower Valley Township spread over the area of villages Dhunela and Berka in Sohna of District-Gurgaon under the *Possession Linked Plan/Subvention Payment Plan/ Down Payment Plan** as opted by me/us as per details mentioned in this Application and Payment Plan (Annexure 1).

I/we am/are enclosing herewith Cheque/Draft/Pay order No._____ dated _____ for Rs._____ / (Rupees_____ only) drawn on _____ as Booking Amount in favour of "**St. Patricks Realty Private Limited**" payable at **Gurgaon**.

All correspondence be addressed to the Sole/First Applicant on the correspondence address given herein below which will be deemed to have been duly served.

My/Our particulars are as under:

1. **SOLE/FIRST APPLICANT**

Mr./Ms./M/s._____

S/w/d of _____

Date of Birth_____ Nationality_____

Self-Attested Photograph of Sole/First Applicant

Occupation:

Service ( ) Professional ( ) Business ( )

Student ( ) Housewife ( ) any other_____

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

Residential Status:
Resident ( ) Non-Resident Indian (NRI) ( ) Person of Indian Origin (PIO) ( )

Foreign National ( ) others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number: _____
(In case of Resident Citizen only. For others, please attach copy of passport/PIO Card)
Bank Account Details (Name of Bank, Branch & A/c No.): _____

Please fill all the applicable columns
* Please strike out by putting ✖ mark which is not applicable and select by putting ✓ which is applicable

Correspondence Address:
_____
_____
City _____ State_____ Country_____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____
Aadhaar Card No. (Optional) _____

Permanent Address:
_____
_____
City _____ State_____ Country_____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Employment Details:
Name of the Organization: _____
Designation:_____ Address: _____
_____
_____
City_____ State_____ Country_____
PIN_____ Email_____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____
Fax No_____

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s._____

s/w/d of _____

Date of Birth_____ Nationality_____

Self Attested Photograph of Second Applicant

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

Occupation:

Service ( ) Professional ( ) Business ( )

Student ( ) Housewife ( ) Any other_____

Residential Status:

Resident ( ) Non-Resident Indian (NRI) ( ) Person of Indian Origin (PIO) ( )

Foreign National ( ) Others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number: _____

(In case of Resident Citizen only. For others, please attach copy of passport/PIO Card)

Bank Account Details (Name of Bank, Branch & A/c No.): _____

Please fill all the applicable columns

Correspondence Address in India:

_____

_____

City _____ State_____ Country_____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Aadhaar Card No. (Optional)_____

Permanent Address:

_____

_____

City _____ State_____ Country_____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Employment Details:

Name of the Organization: _____

Designation:_____ Address: _____

_____

_____

City_____ State_____ Country_____

PIN_____ Email_____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Fax No_____

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

3. THIRD/JOINT APPLICANT (if applicable)

Self Attested Photograph of Third Applicant

Mr./Ms./M/s._____

s/w/d of _____

Date of Birth_____ Nationality_____

Occupation:
Service ( ) Professional ( ) Business ( )

Student ( ) Housewife ( ) Any other_____

Residential Status:
Resident ( ) Non-Resident Indian (NRI) ( ) Person of Indian Origin (PIO) ( )

Foreign National ( ) Others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number: _____
(In case of Resident Citizen only. For others, please attach copy of passport/PIO Card)

Bank Account Details (Name of Bank, Branch & A/c No.): _____

Please fill all the applicable columns
Correspondence Address in India:

_____

_____

City _____ State_____ Country_____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Permanent Address:

_____

_____

City _____ State_____ Country_____
PIN _____ Email _____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Employment Details:
Name of the Organization: _____
Designation:_____ Address: _____

_____

_____

City_____ State_____ Country_____
PIN_____ Email_____
Tel. No. (with STD/ISD Code) _____ Mobile No. _____
Aadhaar Card No. (Optional) _____

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

PARTICULARS OF CERISE SUITE REQUESTED (ALONGWITH DETAILS OF PAYMENT INCLUDING BASIC SALE PRICE AND OTHER CHARGES/PAYMENTS)

PROVISIONAL DETAILS OF THE SUITE

____sq. ft. of Saleable Area (approximately) ,] on the _____ Floor on _____ sq. yds. Plot* with the description as per below table:-

Plot* Size (in sq yds)	Floor	Saleable** Area (in sq ft.)	Terraces (two) of - approximately 400 sft & 450 sq ft respectively
180	First	1210	
	Second	1255	
	Third	1210	
	Fourth	1210	One Terrace Mandatory

DETAILS OF PAYMENT: (Please tick ✓ appropriate)

Possession Linked Payment Plan [ ]

Subvention Payment Plan [ ]

Down Payment Plan [ ]

AMOUNT PAYABLE

i. a. Basic Sale Price (BSP) : Rs. _____ per sq. ft.

b. Total Basic Price (Total BSP) : Rs. _____/-

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

iii. a. Reserved Party Space on Terrace No. 01 / 02 having Area ……sq ft approx. charges @ : Rs. _____ per sq.ft Total : Rs. _____/-

iv. External Development Charges (EDC) & Infrastructure Development Charges (IDC) : Rs ……/- per sq. ft.

v. Interest Free Maintenance Security (IFMSD) : Rs. ……../- per sq. ft.

vi. Club Membership Charges (Optional) : Rs……../- Aggregate

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

vii. Electricity Facility Charges : As per actual
(Includes Electricity connection charges, Cost of Meter & installation charges & expense for wire connection from feeder pillar to the Suite)

viii. Power Back Up Connection Charges : Rs. ……/- per KW (Minimum _____KW)

ix. Water Facility Charges : As per actual
(Includes Water connection charges, Cost Meter & installation charges & Expense for line connection from main line to individual Suites)

x. Stamp Duty, Registration and Legal Charges : As per actual

_____

1 Square Yard = 0.8361 Square Meter.
1 square meter = 10.74 square feet
* The area is in approximation

Notes: 1. The rates of EDC and IDC are tentative and shall be calculated by the Company and paid by the Applicant as per actual on proportionate basis.

2. All other amounts towards statutory and third party taxes, fees, charges including Service Tax, GST, VAT, municipal tax, property tax, wealth tax, other statutory charges/tax/fees, stamp duty & registration charges, internal development charges (idc), infrastructure augmentation charges (IAC) and revised EDC, IDC, idc &IAC, if any levied, and other fees/taxes/charges shall be extra and payable by the Applicant(s) as and when demanded by the Company for the Suite allotted.

3. All charges including holding charges payable as per the terms and conditions of the Application/ Buyer's Agreement as applicable.

4. Annual/Monthly/Quarterly charges for use of Club and Maintenance charges as applicable.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

I/we understand and agree that this Application for allotment of a residential Suite in Project Low Rise Suites in Central Park Flower Valley Township ("Project") is subject, inter alia to the following amongst other terms and obligations to be observed by me/us, including the Key Indicative Terms and Conditions of the Buyer's Agreement that may be executed with the Company in due course and as set out in Schedule-1 hereto and I/we further agree and undertake to abide by all these terms, conditions and obligations:

1. I/We have clearly understood that submission of this signed Application Form and payment of the Booking Amount by me/us shall neither constitute a right of allotment of a Low Rise Suite to me/us nor shall it create or result in any obligations on the Company towards me/us. I acknowledge that 10% of total Basic Sale Price shall be considered as the Earnest Money Deposit (**EMD)**. I/We understand that the Company may at any time and at its sole discretion reject my/our Application without assigning any reason. I/We agree that the allotment of the Low Rise Suite shall be made in due course of time, subject to the availability. I/We agree to the allotment of Low Rise Suite by lottery/draw of lots as may be conducted by the Company and the Company shall not be bound to provide or allocate the Suite in the preferred location with the said specifications.

2. I/We understand that besides the Basic Sale Price ("**BSP**"), Reserved Party Terrace Charges (if applicable), the External Development Charges ("**EDC**"), Infrastructure Development Charges (**IDC**), Internal Augmentation Charges (**IAC**), internal development charges (**idc**), Preferential Location Charges ("**PLC**"), Interest Free Maintenance Security Deposit ("**IFMSD**"), Community Centre/Club Membership Charges (Optional) etc. as set out in this Application and Payment Plan (Annexure 1) are payable by me/us. I/we shall also pay connection and usage charges for water, electricity, power back up & other utilities and registration amount, stamp duty, Service Tax, GST, VAT, statutory and other third party taxes, fees, charges, etc., as may be applicable . If as per statutory law, any tax at source is required to be deducted (**"TDS"**) by me/us on the Booking Amount, instalments or any other amount paid or to be paid to the Company, I/We shall give a TDS certificate in the prescribed form to the Company for such deduction of TDS within a maximum period as prescribed by law and in the absence of such prescription immediately after handing over the cheque/demand draft for such payment to the Company failing which the amount deducted shall be considered as part of unpaid Sale Price/ instalments/consideration.

3. I/We declare that I/we am/are competent to make and submit the present Application for booking of a Low Rise Suite in the aforesaid Project and there is no legal or contractual impediment or restriction on my/our making this Application or the payment tendered hereunder.

4. I/We acknowledge and declare that the Company has readily provided me/us all the requisite information/clarifications and as demanded by me/us with respect to the land and approvals thereupon and I/we have not relied upon and nor been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, or any other information except what is stated specifically in this Application and I/we have relied solely on my/our own judgment in deciding to make the present Application for the prospective purchase of the aforesaid Low Rise Suite.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

5. I/We have also gone through and read the Key Indicative Terms and Conditions listed out in **Schedule-1**, (which forms and is to be read as an integral part of this Application), which shall form part of the proposed Buyer's Agreement. I/We understand that these are indicative terms and conditions and conveyed herein specially for the purpose of acquainting me/us with a broad outline of the essential terms and conditions for the proposed transfer of the Low Rise Suite. I/we further understand and agree that the actual terms and conditions contained in the Buyer's Agreement may be more elaborate and comprehensive. I/We further agree that the Company may at its sole discretion add, amend, modify, or delete these terms and conditions in its Buyer's Agreement.

6. I/We declare that I/we have fully satisfied myself/ourselves about the right of the Company with respect to the land on which the proposed Low Rise Suites are to be constructed as well as the approvals/consents/sanctions/license granted by the Director General, Town and Country Planning, Haryana and the competency of the Company to develop, construct and sell the Suites in the Project. I/We have understood all the limitations and obligations of the Company with respect to the same.

7. I/We understand and agree that once submitted, this Application cannot be revoked by me/us after expiry of 30 (thirty) days from the date of its submission to the Company and in the event I/we withdraw our Application after expiry of such 30 (thirty) days or if I/we do not accept the allotment made by the Company on my/our Application or I/we do not execute the Buyer's Agreement within the time stipulated by the Company for this purpose, then this Application shall be treated as cancelled only at the sole discretion of the Company and 10% of my/our entire Booking Amount/ Earnest Money Deposit , the Brokerage released or due and cost of any incentive/scheme given to me/us shall be forfeited by the Company and I/We shall be left with no right, interest, claim or lien on the allotment of the Low Rise Suite or the Low Rise Suite itself or otherwise on the Company in any other manner whatsoever.

8. I/We confirm that all the correspondence to me/us should be made in the name of the First Applicant at the address given above and any notices /letters sent by the Company to the above address shall be valid intimation to me/us regarding the contents therein.

9. In case my/our Application for Booking of the Low Rise Suite is accepted and the Company makes an allotment of a Low Rise Suite, then I/we undertake to execute all documents/agreements as required 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.

10. I/We have sought detailed explanations and clarifications from the Company about the land, ownership of land, project, approvals, details etc. and the Company has readily provided such details, explanations and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the Booking Amount for allotment. 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 claim, right, title, interest or lien under this application or for allotment of a Low Rise Suite in the Project.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

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 therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Thanking you,
Yours faithfully,

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

Date: Place:

Channel Partner, (If any), Name: (Sign and put rubber stamp) Telephone / Mobile Number:

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

NOTES:

(1) All payments to be made by the Applicant to the Company shall be through a demand draft/banker's cheque/ordinary cheque payable at par at Gurgaon in favour of "**St. Patricks Realty Private Limited**". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment.

(2) In case the cheque comprising Booking Amount is dishonoured due to any reason, the Company reserves the right to reject the application or cancel the booking without giving any notice to the Applicant(s).

(3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.

(4) It is advised to the Applicant that the Applicant should carefully go through and read the entire Key Indicative Terms and Conditions as mentioned in Schedule-1 and if the Applicant does not agree with any of the Key Indicative Terms and Conditions or terms for change in the lay out plan as mentioned in clauses 7.1, 7.2, 7.3, 7.4 and 7.5 of the Key Indicative Terms and Conditions, Applicant can inform the Company in writing about his/her/their disagreement and ask the refund of Booking Amount from the Company **within** 30 (thirty) days of the date of submission of Application subsequent to which the Company shall reject the Application and refund the entire amount to the Applicant without any deduction but without any interest, claim, damages etc. but after deducting the cost of any incentive / scheme given Failing to do so in writing by the Applicant would be regarded as acceptance of all the Key Indicative Terms and Conditions by the Applicant.

(5) If the Applicant fails (for any reason whatsoever) to execute both the copies of the Buyer's Agreement and thereafter return it to the Company within 30 days from the date of the communication to do so by the Company, then the allotment of the Low Rise Suite, if made by the Company, shall stand cancelled at the sole discretion of the Company and 10% of the Booking Amount, cost of any incentive / scheme given, brokerage released / due shall stand forfeited to the Company and the Applicant shall be left with no right, interest or claim in the allotment of the Low Rise Suite or the Low Rise Suite itself. The Company shall not be liable to pay any compensation or interest or any costs whatsoever to the Applicant upon such cancellation.

(6) It shall be sole discretion of the Company to accept or reject the Application without assigning any reason. If the application of the Applicant is accepted by the Company then a provisional allotment of the Low Rise Suite shall be made in the favour of Applicant, the communication of which shall be sent to the Applicant by a written provisional allotment letter.

(7) Documents required at the time of Booking:
   a. Booking amount cheque/draft/pay order.

   b. PAN No. & Copy of PAN Card/Undertaking.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

c. For Companies: Duly certified copies of Memorandum and Articles of Association, list of all Directors and certified copy of Board Resolution for purchasing the Suite and authorising the authorised signatory, certified copy of Form 18 and Signature Verification of the said Authorised Signatory.

d. For Partnership Firm/Society/Trust: Duly certified copies of partnership deed, charter document, registration certificate, list of partners/board manager/trustees, power of attorney from all the partners in favour of a partner if only one partner intends to sign the documents and Signature Verification of Authorised Signatory.

e. For NRIs : Passport photocopy and funds from their own NRE/FCNR A/c/PIO Card.

f. **Note for Foreign Nationals-** can acquire residential property only where the acquisition of property is by an Indian company owned by a foreign national which has been set up to conduct activities permitted under the FDI norms or the foreign national is a Person of Indian Origin (PIO). In all other circumstances applications have to be made to the RBI, which are considered on a case-by-case basis subject to the FEMA requirements. Copy of passport , PIO Card (if applicable), Articles and Memorandum of association of the Indian Company, List of Directors certified by the Chartered Accountant who has audited the accounts of the Company and share holding certificate by the CA to show that the foreigner applicant(s) is / are the owner(s) of the Company.

g. One photograph of each Applicant.

h. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/Adhar Card/Electricity Bill/Water Bill/Telephone Bill.

i. Mailing address on which all notices, letters, receipts, correspondences etc. shall be sent by the Company.

All copies of documents wherever required, should be self-attested

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

ANNEXURE-1 - PAYMENT PLANS

CENTRAL PARK FLOWER VALLEY			
Cerise Suites with Party Terrace and Elevator			
BANK SUBVENTION PAYMENT PLAN (15:75:10)*			
Installment No.	**Time When Due**	**Details of Payment**	**All Taxes**
1	At the time of Booking	10% of BSP & Right to use Terrace Cost (if applicable)	+ All Govt. Taxes
2	Within 90 Days of Booking	To Complete 15% of Cost of Property (BSP & Right to use Terrace Cost (if applicable) +EDC/IDC + PLC (if applicable))	+ All Govt. Taxes
3	Bank Subvention	75% of Cost of Property (BSP & Right to use Terrace Cost (if applicable) +EDC/IDC + PLC (if applicable))	+ All Govt. Taxes
4	On Offer of Possession	10 % of Cost of Property +IFMSD + Power Back- up + Club Membership (if applicable) + Other Charges (as applicable)	+ All Govt. Taxes
*Other Charges includes Electricity Facility Charges, Cost of Electricity Meter, Water Facility Charges, Water Meter charges, Stamp Duty, Registration Charges and any other charges as per terms of the Agreement are also payable on "Offer of Possession" *All Taxes Extra as applicable.			
POSSESSION LINKED PAYMENT PLAN (35:65)*			
Installment No.	**Time When Due**	**Details of Payment**	**All Taxes**
1	At the time of Booking	10% of BSP & Right to use Terrace Cost (if applicable)	+ All Govt. Taxes
2	Within 90 Days of Booking	15% of BSP & Right to use Terrace Cost (if applicable)	+ All Govt. Taxes
3	Within 120 Days of Booking	10% of BSP & Right to use Terrace Cost (if applicable) +100% EDC/IDC + 100% PLC (if applicable)	+ All Govt. Taxes
4	On Offer of Possession	65 % of BSP & Right to use Terrace Cost (if applicable) +IFMSD + Power Back- up + Club Membership (if applicable) + Other Charges	+ All Govt. Taxes
*Other Charges includes Electricity Facility Charges, Cost of Electricity Meter, Water Facility Charges, Water Meter charges, Stamp Duty, Registration Charges and any other charges as per terms of the Agreement are also payable on "Offer of Possession" * All Taxes Extra as applicable			
DOWN PAYMENT PLAN (10:80:10)*			
Installment No.	**Time When Due**	**Details of Payment**	**All Taxes**
1	At the time of Booking	10% of BSP & Right to use Terrace Cost (if applicable)	+ All Govt. Taxes
3	Within 90 Days of Booking	80% of BSP & Right to use Terrace Cost (if applicable) +100% EDC/IDC + 100% PLC (if applicable)	+ All Govt. Taxes
4	On Offer of Possession	10 % of BSP & Right to use Terrace Cost (if applicable) +IFMSD + Power Back- up + Club Membership (if applicable) + Other Charges	+ All Govt. Taxes
*Other Charges includes Electricity Facility Charges, Cost of Electricity Meter, Water Facility Charges, Water Meter charges, Stamp Duty, Registration Charges and any other charges as per terms of the Agreement are also payable on "Offer of Possession" * All Taxes Extra as applicable.			

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)

2. Documents: Complete/Incomplete. (To be completed by_____)

3. Details of Suite proposed to be allotted:
   a. _____ Floor on the plot admeasuring about…… Sq. Ft. (approx.) saleable area;
   b. Reserved car parking slot(s) 01 / 02; and
   c. Party Space at the terrace.
   (*Delete what is not applicable)*
4. DETAILS OF PAYMENT: (Please tick ✓ appropriate)

Possession Linked Payment Plan [ ]

Subvention Payment Plan [ ]

Down Payment Plan [ ]

5. AMOUNT PAYABLE/RATE APPLICABLE

i. a. Basic Sale Price (BSP) : Rs. _____ per sq. ft.

b. Total Basic Price (Total BSP) : Rs. _____/-

ii. Total Preferential Location Charges (PLC) : ____% of BSP

iii. PLC : _____ psft

iv. Reserved terrace space (No. 01 / 02) user right : Rs. ……

v. External Development Charges (EDC)
Infrastructure Development Charges (IDC) : Rs. ……/- per sq. ft.

vi. Interest Free Maintenance Security (IFMSD) : Rs. __ per sq. ft.

vii. Club Membership Charges : Rs. _____/- (if opted for)

viii. Electricity Facility Charges : As per actual
(Includes Electricity connection charges, Meter installation charges & expense for wire connection from feeder pillar to the Suite)

ix. Power Back Up Connection Charges : Rs. ……../- per KW

x. Water Facility Charges : As per actual
(Includes Water connection charges, Meter installation charges & Expense for line connection from main line to individual Suite)

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

x. Stamp Duty, Registration and Legal Charges : As per actual

**1 Square Yard = 0.8361 Square Meter.*
1 square meter = 10.74 square feet

6. All charges including holding charges as per the terms and conditions of the Application/ Floor Buyers Agreement as applicable.
7. Mode of Booking:

i) Direct_____ (Ref. if any)_____

ii) Channel Partner Name:

8. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

**** (Sales Team)** **** (SALES HEAD)**

***if Application is rejected, then please give brief reason and follow up action below:*

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

SCHEDULE 1

KEY INDICATORS FROM THE TERMS AND CONDITIONS OF THE SUITE BUYER'S AGREEMENT

The following terms and conditions ("**Key Indicative Terms and Conditions**") of allotment of a residential Suite in Low Rise Suites project in **Central Park Flower Valley Township** being developed by St. Patricks Realty Private Limited, (hereinafter referred to as the "**Company**") are indicative in nature with a view to acquaint the applicant(s) (hereinafter "**Applicant**") with these terms and conditions, and may be more comprehensively set out in the proposed Buyer's Agreement ("**Agreement**").

1 REPRESENTATIONS BY COMPANY AND APPLICANT

1.1 The Company in collaboration with the owners is seized and possessed of and otherwise well and sufficiently entitled to various plots of land (hereinafter said "Land") in the integrated township known as Central Park Flower Valley situated in the villages Dhunela and Berka, Tehsil-Sohna and District-Gurgaon and the Company has planned to develop and construct residential Low Rise Suites named Cerise Suits, in Stilt + 4 floors configuration (hereinafter referred to as said "Colony") on the said Land in the initial phase. The Company is empowered and competent to develop market and sell Low Rise Suites of various sizes, specifications and locations in the said Colony and receive monies, give receipts, execute conveyance deed and other documents etc. as may be necessary to give effect to the aforesaid purpose.

1.2 The Director General of Town and Country Planning, Haryana has already granted Licence No. 54 of 2014 to develop Central Park Flower Valley to the Company and individuals whose names are set out in the said licence and who have collaborated with the Company to develop the Central Park Flower Valley township under the collaboration agreements.

1.3 The Applicant has applied for allotment of a residential Low Rise Suite in the Colony after carrying out the due diligence and verification of all the title, records, deeds and other documents with respect to the said Land of the Colony and lay out plans, licences, approvals and necessary permissions for the project and is/are satisfied with rights of the Company and its ability to develop the said Colony in accordance of the prevailing laws, rules and regulations and has not solely relied on any advertisement or solicitation of any person including selling agents and brokers and subsequent to this the Company provisionally allotted a Cerise Suite on _____Floor bearing No. _____ in Block No. ___ having the saleable area ____ sq. ft. (hereinafter said **" Suite"**) along with reserved 01/02 car parking slots *and right to use space on terrace No 01 / 02 e (delete what is not applicable*) to the Applicant in the said Colony vide Provisional Allotment Letter which shall be subject to the terms and conditions of this Agreement. The Applicant has understood all limitations and obligations in respect thereof. Having carried out his/her independent investigations, the Applicant agrees that after signing of this Agreement, it shall not raise any dispute or any objection in this respect.

1.4 The Applicant understands and agrees that upon compliance of all the requirements of the Company, payment of the Booking Amount and acceptance of the application of the Applicant only a provisional allotment of the said Suite has been made in the favour of Applicant. The provisional allotment of the said Suite shall be subject to compliance of the terms and conditions of the Agreement by the Applicant.

1.5 The Company has made it clear to the Applicant that it shall carry out extensive development/construction activities for many years in future in the areas falling inside/outside the Colony and that the Applicant being made aware of this fact by the Company has confirmed that the Applicant shall not raise any objection or make any claims or default in payments as demanded by the Company on account of inconvenience because of such development/construction activities or for any other reason whatsoever.

1.6 The Applicant understands and agrees and stands duly informed that the Company would be undertaking further development, construction and all such other activities necessary on the lands contiguous to the land on which the Colony is being developed and shall also be adding various parcels of the land to the existing total land of the Company and the Applicant shall not raise any objection to the Company carrying out such development activities or using any road, area or open spaces in the Colony or any part thereof for the said purposes.

2. SALE AND CONSIDERATION

2.1 The Applicant has agreed to purchase from the Company and the Company has agreed to sell to the Applicant the said Suite in the said Colony as per the details given @ Rs. _____ per square feet being the Basic Selling Price (hereinafter **"BSP"**) and other payments and charges as per Details of Payment and Payment Plan (as opted by Applicant) attached as Annexures 1 and 2 respectively and any other charges and interest as per this Agreement.

2.2. The Applicant has understood that in addition to the Basic Sale Price ("**BSP**") and applicable Preferential Location Charges ("**PLC**"), following other charges and deposits shall be payable by the Applicant:

(a) Charges for reserved Party Space at the terrace Rs ……

(b) Club Membership Charges of Rs. ……../-, if the Applicant opts to access the facility and take membership of the Club at the time of Application.

(c) Annual/Monthly/Quarterly Club Charges and Maintenance Charges in advance as decided by the Company or operating agency from time to time.

(d) Interest Free Maintenance Security Deposit (IFMSD) of Rs. ……./- per sq. ft. of Saleable Area to secure the obligation of Applicant towards payment of maintenance bills.

(e) The External Development Charges (EDC), the Infrastructure Development Charges (IDC), the internal development charges (idc) and Infrastructure Augmentation Charges (IAC) as per actual levied by the statutory authorities on proportionate basis.

(f) Stamp Duty, Registration charges, legal fee and other incidental charges with respect to execution and registration of the conveyance deed of the said Suite in favour of the Applicant.

(g) Charges for connection of water, electricity, power back up and other utilities required in the said Colony and/or Suite.

(h) Holding charges, if any, as per clause 8.2 of this Agreement.

(i) Any tax including GST, levies, cess etc. imposed or have the effect of imposing such tax, levies, cess etc. with retrospective or prospective effect after the allotment of the said Suite in favour of Allottee(s), by the statutory authorities on the said Colony and/or Suite shall be paid by the Applicant on proportionate basis whether before or after the transfer of possession of the said Suite.

(j) Any other charges and interest as per this Agreement.

The total BSP and PLC along with other charges as mentioned in this clause, Annexures 1 and 2 and any other charges as per this Agreement shall constitute the total sale price (hereinafter referred to as "**Sale Price**") for sale and purchase of the said Suite.

2.3. PLC charges shall be payable by the Applicant for one or more preferential location as per Details of Payment annexed as Annexure 1 and Payment Plan annexed as Annexure 2 as opted by the Applicant. However, if a particular location is ceased to be preferential location due to any reason, the Company shall be liable to refund the amount of PLC to the Applicant but without any interest or any other claim and such refund shall be adjusted in the next instalment payable by the Applicant as per the Payment Plan. In case the Applicant does not want to purchase the said Suite without the preferential location opted by him/her/them then the Applicant shall have the option to cancel the provisional allotment of the said Suite and get refund of the amount paid by it after deduction of brokerage paid or payable and any incentive, benefit or scheme given by the Company however, without any interest, claim or compensation. In case the said Suite becomes a preferentially located Suite or any preferential location as mentioned in this Agreement is added to the said Suite because of any events as mentioned in clauses 7.1, 7.2, 7.3, 7.4 and 7.5 or for any other reason, the Applicant shall be liable to pay the preferential location charges at the rate as mentioned in the attached Details of Payment and in accordance of the Payment Plan.

2.4 The Applicant shall also pay the proportionate EDC, IDC, IAC and other charges levied by Government on the Company which are mentioned in the Details of Payment annexed as Annexure 1 and as per Payment Plan annexed as Annexure 2. Any future levy by the Government to be payable by the Company with prospective or retrospective effect with respect to the charges mentioned in this clause shall also be payable by Applicant to the Company in the same proportion.

2.5 The EDC, IDC and IAC for the external and infrastructural services which have to be provided by the Haryana Government/HUDA have been charged on pro rata basis on the basis of the present rate fixed by the Haryana Government. As per the agreement signed with Director General Town and Country Planning, Haryana (**"DGTCP"**) in accordance of the applicable laws, the present rates are tentative and may be revised and the Company is under obligation to pay additional EDC, IDC and IAC as per revised rate and in the manner as directed by the DGTCP. Therefore, in case of any increase in these charges whether with prospective or retrospective effect by the Government, the same including interest shall be paid by the Applicant on pro rata basis. If such increase of EDC, IDC and IAC are levied after the execution of conveyance deed of the said Suite in favour of the Applicant **("Conveyance Deed"**) then also the Applicant shall pay such increased charges on the pro rata basis and such pro rata charges shall be treated as unpaid Sale Price of the said Suite, if not paid within due time of demand by the Company. In case of any refund of the EDC, IDC and IAC by the Government, the same shall be refunded to the Applicant on pro rata basis.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

2.6 The Applicant shall make the payment of due instalment as per Payment Plan and also the interest, charges, levies duties etc. through account payee Cheque/Demand Draft in favour of **St. Patricks Realty Private Limited** payable at Gurgaon. If the cheque given by the Applicant is dishonoured by the drawee bank for any reason whatsoever it shall amount to non-performance of his/her obligations and material breach of the terms and conditions of the Agreement and the Company shall have the right to cancel the provisional allotment of the said Suite to the Applicant. The Applicant agrees that the payments on due date/milestones as set out in Payment Plan shall be made on or before the due date and the Company is not liable to send any notice or demand with respect to such payment. However, the company shall intimate the Applicant about achieving of milestones as set out in Payment Plan to keep the Applicant up dated. The Applicant agrees that making of payments as per Payment Plan is the essence of this Agreement.

2.7 Save and except in the case of any bank or financial institution with whom a tripartite agreement has been or required to be separately executed for financing the purchase of said Suite or where the Company has given a permission to mortgage to any bank or financial institution for extending a loan to the Applicant against the said Suite, the Company shall not be responsible towards any third party, who has made payments or remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Agreement or allotment of the said Suite or the said Suite itself. 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.

2.8 If as per statutory law, any tax at source is required to be deducted (**"TDS"**) by the Applicant on payment of Booking Amount, instalments or any other amount to the Company as mentioned in this Agreement or otherwise, the Applicant shall give a TDS certificate to the Company in the prescribed form showing such deduction of TDS, within a period as prescribed by law and in the absence of such prescription immediately after such payment to the Company failing which the amount deducted by the Applicant shall be considered as part of unpaid Booking Amount/instalments/consideration. In case the Applicant fails to pay such amount along with interest, if any, which has become the unpaid Booking Amount/instalments/consideration by virtue of not providing the TDS certificate as mentioned in this clause, it shall be treated as a default in making the payment of amount which is due to the Company and thus a material breach of the terms of this Agreement and the Company shall be entitled to cancel the provisional allotment of the Applicant for such default per below clause 4.1 of this Agreement.

2.9 The Company has calculated the price and charges as mentioned in this Agreement and payable by the Applicant for the said Suite on the basis of total Saleable Area of the said Suite only. The Applicant confirms and represents that the Applicant has not made any payment to the Company in any manner whatsoever for any other area and any land, building, facilities and amenities falling outside the said Suite. It is made clear that the Saleable Area of the said Suite is tentative and subject to change till the construction of Colony is complete. The Sale Price and other charges shall be recalculated upon confirmation by the Company of the final Saleable Area of the said Suite and any increase or reduction in the Saleable Area of the said Suite shall be payable or refundable, without any interest, at the same rate per square feet as agreed herein above. If there is an increase in Saleable Area the Applicant agrees to pay for increase in Saleable Area immediately on demand by the Company and if there is a reduction in Saleable Area, then the refundable amount due to Applicant shall be adjusted by the Company from the final instalment as set forth in the Payment Plan.

Signatures :			
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2.10 It is expressly agreed to and understood by and between the parties that notwithstanding the fact that a portion of the common areas of the building in which the said Suite is situated has been taken into consideration for the purpose of calculation of the Saleable Area of the said Suite, yet it is only the area within the four walls of the said Suite that has been agreed to be sold to the Applicant. The inclusion of the common areas of the building in computation of Saleable Area of the said Suite does not and would not create any specified or independent interest in the Applicant in the open spaces and all or any of the common areas such as lobbies, staircases, corridors, etc. of the building.

2.11 Upon full payment of all instalments and other charges as per Details of Payment and Payment Plan and as mentioned in this Agreement along with due interest, if any, by the Applicant to the Company, and upon execution of all documents, undertakings, indemnities by the Applicant including the maintenance agreement, facility operation/maintenance Agreement etc. it shall be obligation and responsibility of the Company to get executed and registered a Conveyance Deed convening a free hold title of the said Suite in favour of the Applicant at the cost and expense of the Applicant. For the execution and registration of the Conveyance Deed, the Applicant shall complete all the formalities required for execution and registration without any delay as and when asked by the Company. If the Applicant is in default of any of the payments as afore stated, then the Company shall have the right to withhold registration of the Conveyance Deed of the Suite in his/her/its favour till full and final payment of all dues as per this Agreement is made to the Company. Failing to pay to pay all the amount and execute the documents by the Applicant as mentioned above in this clause, the Company shall be entitled to cancel the allotment of the Suite and terminate this Agreement and to forfeit out of the amounts paid by him/her/it the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount paid by the Applicant without any interest, in the manner prescribed expressly in this Agreement. The Applicant shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or penalties imposed by the competent authority (ies). In case of Applicant who has/have raised funds/loans from Financial Institution(s)/Bank(s) or any other institution/corporate or any other party, the Conveyance Deed of the Suite in favour of the Applicant shall be executed by the Company only upon the Company receiving a clear No Objection Certificate (NOC) from such Financial Institution(s)/ Bank(s)/Company or any other institution/corporate or any other party, as the case may be. It is made clear that the ownership of the Apartment shall vest solely with the Company till Conveyance Deed is executed in terms hereof and the Applicant agrees that he/she/it shall not raise any disputes or make any claims etc. in this regard.

2.12 The Applicant agrees that Escalation in the construction cost resulting from increase in the cost of construction inputs like steel, cement, fuel and other building materials and labour shall be borne by the Applicant. It is agreed that 60% of BSP shall be treated as construction cost for the purpose of computation of Escalation. Escalation shall commence from the date of issuance of letter of provisional allotment of the said Suite by the Company. The closing date for Escalation shall be the date of offer of possession by the Company. The respective RBI indexes for steel, cement and petrol, oil & lubricants (POL) shall be considered for the purpose. For other materials, the Wholesale Price Index of all Commodities shall be applied. For labour, Consumer Price Index for industrial workers of Delhi published by RBI shall be applied. Component of steel, cement, other construction materials, POL and labour in the construction cost shall be 15%, 15% 30%, 5%, and 35% respectively. Escalation shall be computed on monthly basis on prorate construction cost and shall be collected at the time of offer of possession of the said Suite. An example attached herewith as Annexure-4 illustrates the computation of escalation. Escalation computed on this basis and certified by the Architect shall be binding on the Company and the Applicant. No possession shall be handed over to the Applicant unless escalation amount is paid in full.

Signatures :			
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3. EARNEST MONEY DEPOSIT

An amount of 10% of total Basic Sale Price shall always be considered as the Earnest Money Deposit **("EMD"**) to ensure the performance of obligations of the Applicant as mentioned in the Agreement. It is clarified that EMD does not include PLC, EDC, IDC, IAC and other charges. The Company shall forfeit the entire amount of EMD in case of cancellation of the provisional allotment of the said Suite because of non-performance of any of the obligations under this Agreement including non-payment of any amount as per Details of Payment (annexed as Annexure 1) and Payment Plan (annexed as Annexure 2) by the Applicant or breach of any terms and conditions of this Agreement by the Applicant (unless otherwise expressly provided in the Agreement) or noncompliance of the conditions as mentioned in clauses 7.1, 7.2, 7.3, 7.4, 7.5, 8.2, 12.3 and 23.1 of this Agreement.

4. CANCELLATION UPON FAILURE/DELAY IN PAYMENT AND MISREPRESENTATION

4.1 The Applicant agrees that timely payment of all amount as per the Payment Plan and other charges such as applicable stamp duty, registration fee etc. as per this Agreement on or before the due date is the essence of this Agreement. In case of any default or delay in making the payments by the Applicant in accordance of the terms of this Agreement or to perform or observe any of its obligations by the Applicant under this Agreement, the allotment of the said Suite shall at the discretion of the Company be cancelled by the Company. After such cancellation, the Applicant shall be refunded his/her paid amount after deduction of the EMD, any interest paid or due or payable by the Applicant, other charges including holding charges, brokerage and any other amount of a non-refundable nature. Upon cancellation of the allotment of the said Suite and its intimation being sent by the Company to the Applicant, it shall be the sole responsibility of the Applicant to collect his/her refund by way of cheque from the indicated office address of the Company within a maximum period of 10 days from such intimation to the Applicant or alternatively the Company may at its sole discretion send the refund by post/courier at the mailing address mentioned in the Application which shall be considered as proper service/receipt of such refund. The Company shall not be liable to pay any interest upon failure of the Applicant to collect the refund from the office of the Company. The Applicant further agrees that after cancellation of the allotment of the said Suite to the Applicant in accordance of the terms of this Agreement, the Applicant shall not have any right, interest, title and/or claim in the allotment of the said Suite or in the said Suite itself on any account irrespective of the fact whether the refund cheque has not been dispatched by the Company or if dispatched has not been received by the Applicant or if received such refund cheque is not encashed by the Applicant.

4.2 The Company shall also be entitled to and hereby reserves its right to cancel the allotment of the said Suite and/or cancel/terminate this Agreement if in the opinion of the Company, (a) the allotment of the said Suite 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 the maintenance agency or by any statutory body or Competent Authority. The condition contained in this clause shall survive the Conveyance of the said Suite and run with the said Suite within the meaning of Section 31 of the Transfer of Property Act, 1882, ("**TP Act**").

4.3 Without prejudice to the right of the Company as mentioned in above clause 4.1, the Company may at its sole discretion condone the delay by the Applicant in payments as per Payment Plan and other lawful charges as notified by the Company on the condition that the Applicant shall pay to the Company an interest at the prevailing rate (as on the date of such payment) of SBI Base Rate (SBIBR) + 2% accrued on monthly basis on the delayed payment from the first succeeding day after expiry of due date of payment till the date when payment is actually made by the Applicant. Any amount paid by

the Applicant shall be adjusted first towards the interest due on instalments and thereafter towards the overdue instalments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current instalment or current dues for which the payment is made by the Applicant.

4.4 If the Applicant at any stage after the provisional allotment of the said Suite wants to withdraw his/her application submitted to the Company, for any reason whatsoever, it shall be deemed as cancellation of the application and allotment of the said Suite and the Company shall be entitled to forfeit the amount as in the case of cancellation and in the manner as stated in above clause 4.1 of this Agreement.

4.5 If the allotment of the said Suite to the Applicant is cancelled by the Company and subsequent to such cancellation the refund, if any, is made to the Applicant in accordance of the applicable terms of this Agreement, the Company thereafter shall be free to deal with the said Suite in any manner at its sole discretion including re-allotment of the said Suite to any other person.

5. COMMUNITY CENTRE/CLUB AND OTHER ANCILLARY FACILITIES

5.1 The Company intends to develop a Community Centre/Club and other recreational facilities. It is made clear to the Applicant that the Membership for availing the facilities/services of Club is optional and the option must be exercised at the time of Application subsequent to which the membership shall be given at the discretion of the Company and subject to the availability. In case, the Applicant wishes to avail the membership then the Applicant shall pay one time Club Membership Charges and Annual/Monthly/Quarterly Club Fee/Charges for availing the facility of the Community Centre/Club and recreational facilities. Any tax including service tax on such membership and Annual/Monthly/Quarterly charges shall also be paid by the Applicant for use of the Club. . The Applicant, if opts for club membership, undertakes to abide by the terms and conditions laid down by the management of the Community Centre/Club and shall be liable to pay the usage charges as prescribed by the management of the Community Centre/Club. It has also been understood by the Applicant that Community Centre/Club and recreational facilities consist of various amenities which can be placed at one place or more than one places in the said Colony/Central Park Flower Valley as decided by the Company.

5.2 The Sale Price of the said Suite does not include price for the Community Centre/Club, recreational facilities and other amenities in the Colony/Central Park Flower Valley and the Company has calculated the Sale Price payable by the Applicant for the said Suite only on the basis of the Saleable Area and location of the said Suite. The ownership of such Community Centre/Club, recreational facilities and other amenities shall remain with the Company. The Company shall have the exclusive right to give the membership and/or usage rights to any persons whether resident of the Central Park Flower Valley or not on such terms and conditions as the Company may deem fit and proper. The Company as owner of such Community Centre/Club, recreational facilities and other amenities shall have the sole and absolute right and authority to deal in any manner including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease, mortgage, collaboration, joint venture operation and management or any other mode which the Company may in its sole discretion deem fit.

5.3 The parties to this Agreement agree that any land and area in the Colony other than the said Suite is out of scope of this Agreement. All open land, building and areas in the Colony other than said Suite and those areas specifically earmarked for common use of the Suite owners/occupants belong to and are possessed by the Company and all the rights in such land, building and areas shall always solely remain vested in the Company and the Company may deal in any manner with such land, building and

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areas by way of sale, transfer, lease, mortgage collaboration, joint venture operation and management or any other mode which the Company may in its sole discretion deem fit.

6. CAR PARKING & PARTY TERRACE

62 The Applicant shall park its vehicle at a designated place only. The Applicant agrees that the exclusive reserved one car parking space(s) / Party Terrace space reserved for the said Suite for exclusive use shall be understood to be together with the Suite and the same shall not have independent legal entity detached from the said Suite. The applicant undertakes not to sell/transfer/deal with the reserved parking space / reserved party terrace space independent of the said Suite.

6.3 The Applicant has confirmed the Company prior to entering into this Agreement that he/she has read and understood the Haryana Apartment Ownership Act, 1983 and its implications thereof in relation to the various provisions of this Agreement and the Applicant has further confirmed that he/she is in full Agreement with the provisions of this Agreement in relation to Haryana Apartment Ownership Act, 1983, and shall comply 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 dealing with the matter.

7. ZONING, LAY OUT AND BUILDING PLANS

7.1 The zoning lay out and the proposed building plans of the Colony are tentative and subject to change in accordance of this Agreement.

7.2 The Applicant has seen and accepted the tentative typical floor plan/site plan/parking plan / party terrace plan (as given in Annexure-3) and tentative specifications (as per Annexure- 5) and agrees that the Company may make such variations, additions, alterations and modifications therein as it/they may, in its/their sole discretion, deem fit and proper. The construction of the Building and the Suite including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the tentative specifications as given in Annexure- 5 subject to the right of the Company to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority or due to conditions or reasons beyond the control of the Company and the Applicant agrees to this condition. The Applicant further acknowledges that it has applied for booking of a Suite with full knowledge that the building plans for the Colony are yet to be sanctioned by the competent authority. The Applicant authorizes the Company on his/her/its behalf to carry out such additions, alterations, deletions and modifications in the location of the building, building plans, floor plans etc. including the number of floors/number of buildings, as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter till the grant of an occupation certificate.

7.3 The Central Park Flower Valley is being developed as an integrated township and the Company is planning to increase the existing area of the township by itself purchasing of and/or collaborating for additional land and/or by amalgamating the land (under the brand Central Park) purchased or collaborated by other companies including its group companies for which the zoning and lay out shall be required to be changed by the Company (if it opts to do so) in accordance of the applicable laws, rules and regulation and the fact of which has clearly been represented by the Company to the

Applicant. The Applicant represents that he/she/they is/are purchasing the said Suite with this specific knowledge of required change in the zoning and lay out plan and specifically accord his/her/their consent for such change and has accepted the allotment of the said Suite only after clearly understanding the implication of this clause. The Applicant also represents that he/she had the opportunity to withdraw the Application for the allotment of the said Suite and take refund of the entire amount paid by him/her to the Company without any deduction which he/she had deliberately not opted. The Applicant agrees that he/she/they shall not withdraw the consent given by him/her/them in this clause whether before or after the execution the Conveyance Deed for the said Suite. In case the Applicant withdraws his/her/their consent in any manner for such change in the zoning and lay out as mentioned in this clause after the execution of the Conveyance Deed for the said Suite, the Applicant shall be liable to pay the Company a liquidated damage at the rate of Rs. 555/- (Rupees five thousand) per square foot of the total area of the said Suite as fair and equitable compensation which will become payable by the Applicant on demand by the Company however, without prejudice to the rights of the Company to enforce the cancellation of the allotment of the said Suite and Conveyance Deed in accordance of the applicable law and resumption of the said Suite to the Company. The condition contained in this clause shall survive the Conveyance of the said Suite and run with the said Suite within the meaning of Section 31 of the TP Act. In case the consent for change in zoning and layout is withdrawn by the Applicant before the execution of Conveyance Deed for the said Suite by the Company then the Company shall at its own option and discretion cancel the allotment of the said Suite upon such withdrawal of the consent for change in zoning and layout as mentioned herein by the Applicant and refund the entire amount paid by the Applicant however after deduction of EMD, the interest for delayed payment and brokerage paid by the Company only upon subsequent allotment of the said Suite to any third party. Further, any subsequent sale of the said Suite shall be made by the Applicant to a new buyer only with the all the stipulations of this clause and more specifically related to the stipulation of liquidated damages (for the withdrawal of such consent after execution of Conveyance Deed) and the new buyer of the said Suite shall be absolutely bound by this clause.

7.4 In alternate to change the zoning and layout as mentioned in above clause 7.2 of this Agreement, the Company may at its own option (itself or along with other persons or along with other companies including its group companies) obtain a separate zoning and lay out with the same name Central Park Flower Valley or any other name as decided by it for such additional area as mentioned in above para 7.2 and if the Company opts so for any reason whatsoever, the access shall be used by the Company and/or such other persons and/or companies from the existing Central Park Flower Valley including the front area on Gurgaon Sohna road for which the Applicant accords his/her/their unconditional consent. In case the Applicant withdraws his/her consent as mentioned in this clause for any reason either before or after the execution of Conveyance Deed for the said Suite, the Company shall have the same respective rights and remedy as mentioned in above clause 7.2. The rights and obligations of the Company under this clause shall be without waiving of its any other right under this Agreement. The condition contained in this clause shall survive the Conveyance of the said Suite and run with the said Suite within the meaning of Section 31 of the TP Act.

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7.5 In addition to the changes as required and mentioned in the above clauses 7.2 and 7.3 the Company shall be entitled to do Suitable changes in the existing zoning, lay out and building plans in accordance of the applicable laws, rules and regulations to give effect to the needs of the Colony for which the Applicant accords his/her/their unconditional consent. In case the Applicant withdraws his/her consent as mentioned in this clause for any reason before or after the execution of Conveyance Deed for the said Suite, the Company shall have the same rights and remedy as mentioned in above clause 7.3. The condition contained in this clause shall survive the Conveyance of the said Suite and run with the said Suite within the meaning of Section 31 of the TP Act.

7.6 The alterations in the floor and building plans may involve change in the position, location, size, number, dimension, direction or saleable area of the said Suite. If the change in saleable area of the said Suite results less than +10% because of such alterations or for any other reason, the Applicant shall pay to the Company the BSP and other applicable charges at the same rate and in the same manner as mentioned in the Details of Payment and Payment Plan. However, if the change in saleable area of the said Suite after construction results more than +10% because of such alterations or for any other reason the Company shall intimate in writing to the Applicant after completion of construction the extent of such change/modification in the saleable area of the said Suite and the resultant change/modification in the total sale consideration and other charges. The Applicant agrees to inform the Company his/her consent or objections to such change/modification in the saleable area of the said Suite and the resultant change/modification in the total sale consideration and other charges within 30 days from the date of intimation by the Company failing which the Applicant shall be deemed to have given his/her consent to such changes/modifications. The Applicant further agrees that any increase or decrease in the saleable area of the said Suite shall be payable by the Applicant or refundable by the Company at the same rate per square feet as mentioned in this Agreement. If the Applicant objects in writing to such change in the saleable area of the said Suite within a period of 30 days from the date of intimation by the Company, the allotment of the said Floor to the Applicant shall stand terminated and cancelled and the Company shall refund the entire amount received from the Applicant with an interest at the prevailing rate of SBI Base Rate (SBIBR) + 2% after deduction the interest for delayed payment, brokerage and other charges of non-refundable nature.

7.7 The Applicant hereby expressly declares, agrees, confirms, acknowledges and gives his/her/its unqualified consent for making additions, alterations, constructions and for raising all further structures at all times in case the existing FAR is increased by government/statutory authorities and the building plans of the Company are approved / sanctioned by the competent authorities including DGTCP. The Applicant further agrees that even after handing over the possession of apartments in the Colony to the allottee(s), the Company shall continue to have, as before, the right to make additional structures in the aforesaid manner, and pass on the additional FAR as and when available / permissible by the concerned authority, on the next/adjoining phase/ area, adjoining the present land or any other area under / left for development in Central Park – Flower Valley. The Company shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources, but at its own cost. The Applicant hereby gives free and unqualified consent to the same and agrees that he/she/it shall not raise any objection or claim any reduction in price of the said Suite agreed to be acquired by him/her/it and / or withhold the payment

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of maintenance and other charges when demanded by the Company/Maintenance Agency and shall not be entitled to or claim any compensation or damages on the ground of inconvenience or any other ground, whatsoever.

8. POSSESSION

8.1 The Company shall endeavour to handover the possession of the said Suite to the Applicant within a period of _____ months with a grace period of another ___ (___) months from the date of the Agreement subject to timely payment of sale price, other charges as per Details of Payment (Annexure 1), Payment Plan (Annexure 2) and all other payments as per terms of this Agreement including payment of interest by the Applicant. In case of default in aforesaid payments by the Applicant or violation or noncompliance of any term of this Agreement, the Applicant shall not be entitled to claim and the Company shall not be bound to give the possession of the said Suite as per this clause. Further the handover of the possession of the said Suite in accordance of this clause shall be subject to Force Majeure circumstances as defined in clause 20 of this Agreement or directions of Government/statutory authorities or any change in the laws, rules and regulations which are beyond the control of the Company.

8.2 In the event, the Applicant fails to take possession of the said Suite within 60 (sixty) days from the date of offer in writing by the Company to take such possession, the Applicant shall be liable to pay the holding charges to the Company @ Rs. 5/- per square ft. per month on the entire Saleable Area of the said Suite **("Holding Charges"**) to be calculated from the first date after expiry of aforesaid 60 days for the entire period for which the Applicant fails to take the possession of the said Suite. The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement. In case the Applicant fails to take the possession for 3 months from the date of offer of possession of the said Suite, the Company shall be entitled at its own discretion to cancel the allotment of the said Suite to the Applicant and refund the amount paid by the Applicant after deduction of EMD, brokerage, interest payable, holding charges and maintenance charges (till the date of such cancellation) only upon subsequent allotment of the said Suite to any third party.

8.3 In the event, the Company fails to offer of possession of the said Suite in terms of above clause 8.1 of this Agreement the Applicant, only if he/she has made the payment of due instalments and other charges as per Payment Plan and provisions of this Agreement on time and is otherwise in compliance of this Agreement shall become eligible for compensation/refund (hereinafter referred to as "**Eligible Applicant**") and shall have the following options (at the time of offer of possession):

(i) to claim a compensation from the Company @Rs. 5 per sq. ft. per month on the total saleable area of the said Suite for a maximum period of 12 months of delay in handing over the possession of the said Suite. The amount of compensation as mentioned herein and payable to such Eligible Applicant shall be adjusted at the time of offer of possession of the said Suite to the Applicant

OR

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(ii) to claim refund of all amount as paid by the Eligible Applicant to the Company (against the allotment of the said Suite) minus brokerage and other charges of non-refundable nature plus interest at the prevailing rate (as on the date of such payment) of SBI Base Rate (SBIBR) + 2% on such resultant amount. .

Provided further if the Eligible Applicant opts for the claim of refund as mentioned in above clause 8.3(ii), the Eligible Applicant shall intimate the Company about such option in writing within a period of 15 (fifteen) days from the date of offer of possession of the said Suite by the Company and upon such intimation, the allotment of the said Suite shall stand terminated and cancelled and the Eligible Applicant shall have no right, claim and interest in the allotment of the said Suite or the said Suite itself and the Company shall be free to allot the said Suite to any third party. The Company shall pay the aforesaid refund [as calculated in the manner described in above clause 8(ii)] within a period of ____ (days) of receiving the written intimation from the Eligible Applicant.

The Eligible Applicant and Company agree that such claim/compensation/refund is sufficient and proper estimate of damages which the Eligible Applicant may suffer because of such delay and the Eligible Applicant shall not be entitled to claim any other compensation, interest etc. from the Company for the delay as mentioned under this clause.

8.4 The Company shall be responsible to provide one time basic infrastructure of internal roads, water lines, sewer lines and electricity lines inside the Colony. However, the external facilities and infrastructure outside the Colony and Central Park Flower Valley township which has to be provided by government/municipality and its agencies such as access road to the township, main sewer line, main water line, electricity line, storm water drains etc. are not the responsibility of the Company and are beyond the scope of this Agreement and if such facilities are not constructed by the government/municipality or its agencies at the time of offer of possession of the said Suite, the Applicant shall not entitled to claim any compensation from the Company.

8.5 That the Applicant if having the right of user of the Party Terrace undertakes that he/she shall not construct any structure whatsoever on the Party Terrace in future even if the FAR is increased on the plot on which the said Suite is situated. The Applicant also agrees that he/she shall not violate rules and regulations as may be applicable to the building/said Suite.

8.6 Upon the Applicant taking possession of the Apartment as per clause 8.1 above, the Applicant shall have no claim against the Company in respect of any item or work in the said Suite which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever. However, any inherent defects such as leakages etc. shall be remedied by the Company provided the same have been notified by the Applicant within a period of one year from the date of completion as per the certificate of the architect or letter of offer of possession whichever is earlier. The Applicant shall be entitled to the use and occupation of the said Suite without any interference from the Company subject, however, to the terms and conditions stipulated and contained herein, the Maintenance Agreement, Handbook of Rules and Regulations for residents of Low Rise Suites in the Colony and code of conduct as mentioned in Annexure 6.

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9. MAINTENANCE

9.1 The Applicant agrees that he/she is purchasing the said Suite for the purpose of community living in the Colony and the community living requires the proper maintenance of common areas and necessary services. Therefore, the Applicant agrees to sign a maintenance agreement with the Company and/or its nominated maintenance agency for the maintenance of the common areas of the Colony including internal roads, sewerage, water pipes, internal drainage, garbage clearance, street lights, horticulture, landscaping etc. but all outside the said Suite. Any maintenance inside the said Suite including area of designated Party Terrace (if applicable) shall be sole responsibility of the Applicant. In the event the Applicant refuses to sign the Maintenance Agreement before the handing over of possession of the said Suite to the Applicant, his/her/its allotment is liable to be cancelled and Company shall have the right to forfeit the Earnest Money Deposit, any interest paid/payable, brokerage and any other amount of a non-refundable nature while refunding the rest of the amount paid by the Applicant without interest. The Company reserves the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement at the time of its final execution i.e. before handing over the possession of the said Suite.

9.2 The Applicant shall pay the maintenance charges including charges for water as per maintenance bills raised by the nominated maintenance agency/Company for maintaining the common areas and facilities as mentioned in above clause 10.1 on pro rata basis. The maintenance charges shall be paid by the Applicant to the maintenance agency/Company from the date of offer of possession of the said Suite to the Applicant irrespective of the fact that whether the Applicant actually has taken over the possession of the said Suite or not. Such maintenance charges shall be paid by the Applicant till the time the maintenance services are handed over to the government or any local statutory body. Further, the maintenance charges shall be payable by the Applicant on monthly/quarterly basis as decided by the Company or its nominated agency. The Parties to this Agreement further agree that the basis of pro rata shall be total sold/allotted Suites and not the total Suites in the said Colony. In case the water is supplied through separate meter, the Applicant shall pay the water charges as per reading of water meter at the rate as decided by the Company or maintenance agency.

9.3 In order to keep the Colony well maintained, the Applicant shall pay the maintenance charges (excluding electricity and water charges) for 12 months in advance upon offer of possession of the said Suite by the Company. The advance maintenance charges shall be payable on estimated basis and in case of shortfall because of increased actual maintenance cost, the Applicant shall be liable to pay such shortfall on pro rata basis.

9.4 The Applicant specifically agrees that he/she shall be entitled to use the common areas and other facilities in the Colony subject to timely payment of the aforesaid maintenance charges. In case of default in payment of such maintenance charges by the Applicant on or before the due date, the Company or its nominated agency in addition to its other legal rights shall have the right to restrict the Applicant or any person claiming under the Applicant to use the common areas and facilities and stop the electric supply to the said Suite till the time he/she clears all outstanding dues of maintenance charges along with interest/penalty, if any, for such delay imposed by the maintenance agency so that the other residents do not suffer because of default of the Applicant.

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9.5 The Applicant agrees to deposit and always keep deposited with the Company as per Details of Payment and Payment Plan a non-refundable Interest Free Maintenance Security Deposit (hereinafter **"IFMSD"**) calculated at the rate of Rs. -____/- (Rupees only) per square foot on the total Saleable Area of the said Suite to secure the adequate provision of the maintenance of common areas and facilities and also to secure the payment of the maintenance charges, electricity charges and other charges as raised by the maintenance agency and payable by the Applicant.

9.6 The Applicant authorizes the Company and/or maintenance agency to adjust and use the amount of IFMSD against unpaid amount of maintenance, electricity and other charges. If due to aforesaid adjustment the amount of IFMSD falls below the total amount of IFMSD deposited and to be kept deposited by the Applicant to the extent as mentioned in above clause 10.5, the Applicant shall make good the resultant short fall within 15 days from the date of the written demand by the Company and/or maintenance agency to do so and the Company and/or the maintenance agency shall have the right to recover it.

9.7 The increase in the cost of maintenance of the Colony because of inflation or any other reason may compel and require to increase the amount of IFMSD and in such circumstances the Applicant agrees to pay such increased amount of IFMSD on demand by the Company and/or the maintenance agency as the case may be.

9.8 Upon handing over the maintenance of the Colony, the amount of the IFMSD may be transferred to the maintenance agency for performance of the obligations as mentioned in the above clauses and upon such transfer the Company shall be completely absolved/discharged of all its obligations and responsibilities with respect to the IFMSD. At all times, maintenance of the common areas and facilities of Colony shall be carried out by an agency which is well equipped with the trained manpower and proper infrastructure to provide the maintenance services.

9.9 The Applicant agrees that as and when any equipment including but not limited to Lift in the building, DG Sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature require the replacement, up gradation or additions then the cost thereof shall be contributed by the Applicant on pro-rata basis along with all other Suite owners of the Colony. The Company and/or maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation or additions including its timing or cost thereof and the Applicant agrees to abide by the same.

9.10 The Applicant shall permit the Company/ Maintenance Agency and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Suite or any part thereof to view and examine the state and condition thereof and make good anything necessary to be attended to within a reasonable time from the date of receipt of written notice to the Applicant. However, in case of emergency no such notice shall be required to be given to the Applicant.

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9.11 The Company/maintenance agency shall have the first charge/lien on the said Suite in case of non-payment of maintenance charges, electric charges and shortfall in IFMSD and shall have the right to enforce such lien for recovery of such non-payment of maintenance charges, electric charges and shortfall in IFMSD.

9.12 The Applicant shall not assign, transfer or sell the said Suite without taking "No Dues Certificate" from the Company and/or its nominated maintenance agency regarding the maintenance charges payable by the Applicant for the services of maintenance in the Colony.

9.13 Upon transfer of the maintenance and upkeep of the Colony to the government or any local statutory body or any association, the tripartite maintenance agreement executed with the Applicant shall become null and void and rescinded. After completion of the development of the Colony or completion of sale of the 95% of the Suites of the Colony whichever is later, the maintenance of the Colony may be transferred to the legitimate Resident Welfare Association (RWA) of the Colony, if the applicable laws permit to do so. In case the infrastructure of the Colony is statutorily required to be maintained by the Company for any fixed period of time or subject to fulfilment of any statute condition then the maintenance of the Colony cannot not be handed over to RWA till such time or till fulfilment of the statute condition despite the fact that the development of Colony or sale of the 95% of the Suites of the Colony is completed.

10. ELECTRICITY AND POWER BACK UP

10.1 The supply of usual electricity shall be responsibility of the government/electricity board/electricity distribution company. However, if the Company/maintenance agency decide to apply and thereafter receive permission from Dakshin Haryana Bijli Vitran Nigam (DHBVN) or from any other body/commission/regulatory authority constituted by the Government of Haryana for such purpose, to receive and distribute bulk supply of electricity in the Colony, then the distribution of the electricity within the Colony shall be done by the Company and the Applicant undertakes to pay on demand to the Company or the maintenance agency as the case may be, proportionate share as determined by the Company/maintenance agency of all deposits, levies and charges paid by the Company/maintenance agency along with cost of creating the infrastructure like HT feeder, EHT substation etc., failing which the same shall be treated as unpaid portion of the total Sale Price payable by the Applicant for the said Suite and the conveyance for transfer of the title of the said Suite shall be withheld by the Company till full payment thereof is received by the Company/maintenance agency from the Applicant.

10.2 In case of bulk supply of electricity by DHBVN or any other body/commission/regulatory authority to Company or maintenance agency and further distribution of electricity by the Company to the individual Suite in the Colony including the said Suite, the Applicant shall pay the electricity consumption charges (including the minimum fixed charges for electricity connection) and other levies of distribution to the Company or maintenance agency on the basis of units consumed and bills raised by the Company or maintenance agency as the case may be. Further, the Applicant agrees that the Company/maintenance agency shall be entitled in terms of the maintenance agreement to withhold electricity supply to the said Suite and any building thereon till full payment of such deposits and charges is received by the Company/maintenance agency. Further in case of bulk supply of electricity,

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the Applicant agrees to abide by all conditions of sanction of bulk supply including but not limited to waiver of the Applicant's rights to apply for individual/direct electrical supply connection directly from Dakshin Haryana Bijli Vitran Nigam (DHBVN) or any other body. The Applicant agrees to pay any increase in the additional deposits, charges for bulk supply of electricity as may be demanded by the Company/maintenance agency from time to time.

10.3 The Company shall provide the facility of power back up in the Colony and the load/extent of power back up upto _____KV. The Applicant agrees to take connection of the power back up facility in accordance of this clause. The Applicant also agrees to pay the proportionate share as determined by the Company or maintenance agency, as the case may be, for creating the infrastructure including equipment for providing the facility of power back up, failing which the same shall be treated as unpaid portion of the total Sale Price payable by the Applicant for the said Suite. In case the Applicant needs extra power back up, the Company at its own discretion may provide such extra power back up however subject to availability and on payment of such charges as may be decided by the Company.

10.4 The Applicant shall pay the Company/maintenance agency the charges for consuming the electricity supplied through power back up on monthly basis and as per readings of electricity meter to be installed by the Company/maintenance agency at the cost of Applicant. The rates of the power back up facility shall be calculated after taking into account of cost of diesel, spares, depreciation, repairs, wear and tear, other consumable etc. Failure to pay the charges for power back up shall entitle the Company or the maintenance agency to cut the supply of the electricity to the said Suite.

11. WATCH & WARD SERVICES

11.1 As per current planning, Central Park Flower Valley shall be a gated township fenced by wall or grill or any other fencing on the periphery of the Colony for security and safety of the residents and property of the Colony/Central Park Flower Valley with designated entry gates which shall be manned by personnel of a security agency to be appointed by Company/maintenance agency. The Applicant shall not cause any damage to the peripheral wall/grill/fence of the Colony/Central Park Flower Valley.

11.2 In order to maintain security and safety in the Colony and its occupants, it shall be mandatory for the Applicant to duly intimate to the Company or its nominated agency about any further transfer (after Conveyance Deed) of the said Suite by way of sale, lease or otherwise and to register its contractors, servants, drivers or staff till the time the maintenance of the Colony is handed over to government or any local statutory body or legitimate.

11.3 The Applicant agrees and undertakes to use the said Suite only for residential purposes and not for commercial purpose or for illegal/immoral purpose or in any manner that may cause nuisance or annoyance to other Suite owners in the vicinity or is detrimental to the public interest.

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12. TRANSFER AND NOMINATION

12.1 The Company may at its sole discretion and as per its policies allow the Applicant to get the name of his/her nominee substituted on his/her place or added the name of his/her nominee or deleted his/her name as joint allottee from the allotment of the said Suite with the prior approval of the Company and subject to terms, conditions and payment of charges as may be imposed and prescribed by the Company from time to time. The terms, conditions and amount of charges for nomination/assignment/substitution/addition/deletion/transfer can be raised/changed at any time at the sole discretion of the Company.

12.2 Any such nomination/assignment/substitution/addition/deletion/transfer as mentioned in above clause 12.1 shall be requested by the Applicant with an appropriate application and no objections in a format approved by the Company from all the concerned parties including bank/financial institution permitting/consenting to the requested nomination/assignment/ substitution /addition /deletion / transfer by the Applicant.

12.3 The Company may withhold its permission for nomination/assignment/substitution/ addition/deletion of his/her name or transfer of the allotment of the said Suite to any third party on reasonable ground. Any purported transfer by the Applicant in violation of this Agreement shall be a default on the part of the Applicant entitling the Company to cancel this Agreement and refund the amounts paid by the Applicant after deducting the EMD, interest if any paid/payable and any other amounts of a non-refundable nature.

12.4 The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences/claims that may arise from the nomination/assignment/substitution/ addition/deletion of his/her name or transfer of the allotment of the said Suite to any third party. Further, such nomination/assignment/substitution/addition/deletion/transfer shall be subject to any applicable laws, rules and regulations.

12.5 No permission for nomination/assignment/ substitution/addition/deletion/transfer of the rights under this Agreement be granted to the Applicant either on any request made by the Applicant subsequent to the offer of Possession for the said Suite by the Company or after receipt of the complete Sale Price and other charges as mentioned under this Agreement from the Applicant against the said Suite.

13. RIGHT TO RAISE FINANCE BY COMPANY

The Applicant hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage on the total land subject to the condition that the said Suite shall be free from all encumbrances at the time of execution of conveyance deed.

Signatures :			
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14. LOAN BY APPLICANT

14.1 The Applicant may raise loan from financial institutions or banks for acquiring the said Suite but the Applicant's obligation to purchase the said Suite pursuant to this Agreement shall not be contingent upon obtaining such finance and the Applicant will remain bound under this Agreement in case of failure or delay in obtaining such loan for purchase of the said Suite. The Company/Financial Institution/Bank shall always have the first charge on the said Suite for all their dues and other sums payable by the Applicant.

14.2 If the Applicant has raised the loan for acquiring the said Suite from any financial institution/bank, the Conveyance Deed in favour of the Applicant shall be executed only upon receiving the no objection from such financial institution/bank.

14.3 In case of cancellation of allotment of the said Suite on any account whatsoever, any amount which becomes refundable under the terms of this Agreement after the forfeiture of EMD and other amounts as aforesaid would be refunded to the concerned financial institution / bank of the Applicant towards repayment of his/her loan in relation to the said allotment if such financial institution/bank demands the same from the Company.

15. COMPLIANCE OF APPLICABLE LAWS BY APPLICANT

15.1 The Applicant confirms that he/she has agreed to purchase the said Suite and executed this Agreement with the full knowledge and understanding the terms of this Agreement, all laws, rules, regulation, notifications etc. applicable to the Colony including terms and conditions of the licence(s) granted by the Director General Town and Country Planning, Haryana for development of the Colony and the undertakings given by the Company/land owners.

15.2 The Applicant hereby agrees that he/she shall comply with all the laws rules and regulations or directives of the Development Authority/ Municipal Authority/Government or any other Competent Authority in respect of the said Suite and the Applicant shall keep Company indemnified, secured and harmless against all costs, claims, loss, penalty and consequences and all damages, arising out on account of non-compliance with the said laws rules and regulations or directives etc. after the offer of possession of the said Suite to the Applicant.

15.3 The Applicant shall also comply with the Code of Conduct that may be determined by the Company for the use and occupation of the said Suite in the Colony.

15.4 The Applicant, if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India and other applicable laws, rules, regulations and notifications including that of remittance of payment, acquisition, sale, transfer etc. of the said Suite and provide the Company attested copy of such permissions and approvals. The Applicant shall also furnish declaration, if required, in the prescribed format to the Company. The Applicant indemnifies and shall always keep indemnified the Company against any loss, claim or liability which the Company may incur because of noncompliance of applicable laws, rules and regulations by the Applicant as mentioned under this clause.

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16. NOTICES AND COMMUNICATIONS

The Applicant shall inform the Company in writing any change in the mailing address mentioned in this Agreement failing which all the demands, notices, receipts, refunds etc. shall be sent to the address given in this Agreement and deemed to have been received by the Applicant. In case of co-Applicants for the said Suite, the notices shall be sent to only first name Applicant in the Application and upon sending and serving such notice to the first Applicant it shall be deemed that the notice has been sent and served to all the co-Applicants.

17. PAYMENT OF TAXES

17.1 The Applicant shall bear and pay the taxes, charges, rates and cess of all and any kind by whatsoever name called, whether levied now or in future on the said Land of the Colony or levied otherwise like municipal taxes, property taxes VAT, service tax, G.S.T., labour cess, Work Contract Tax etc. from the date of allotment of the said Suite to the Applicant and so long each Suite is not separately assessed for such taxes. Such taxes, charges, rates and cess shall be paid by the Applicant in proportion to the Saleable Area of the said Suite to the total Saleable Area of all Suites in the Colony. Such apportionment shall be made by the Company or any other agency as the case may be and the same shall be conclusive, final and binding upon the Applicant. In case any composite tax, charge, rate and cess is levied on the entire township of Central Park Flower Valley, the Applicant shall pay such tax, charge, rate and cess on pro rata basis which shall be decided by the Company after considering various factors and which decision shall be binding and final on the Applicant.

17.2 If the taxes, charges, rates and cess as mentioned in above clause17.1 of this Agreement are increased whether from retrospective or prospective effect after execution of the Conveyance Deed, then these charges shall be treated as unpaid Sale Price of the said Suite and the Company shall have lien on the said Suite till the time such taxes, charges, rates and cess are paid by Applicant to the Company. The Applicant has agreed to pay such charges as and when demanded by the Company.

18. LIEN OF COMPANY

Notwithstanding anything mentioned under this Agreement, the Company shall have always the first lien on the said Suite for all its dues and sum payable by the Applicant to the Company.

19. FORCE MAJEURE

The parties to this Agreement agree that the sale of the said Suite by the Company to the Applicant is subject to Force Majeure circumstances. The Force Majeure circumstances for the purpose of this Agreement means such circumstances which are beyond the control of the Company and which adversely affects ability of the Company to perform its obligations under this Agreement and shall include:

(a) Act of god which includes fire, drought, earthquake, natural disaster etc.;
(b) War, riots, activities of terrorism or civil commotion;
(c) Strikes, lock out and industrial disputes;
(d) Non availability of necessary infrastructure facilities viz. roads, water, power, sewer lines to be provided by government for carrying out development activities;

(e) Non availability of cement, steel or other construction material due to any reason not attributable to the Company which may be required for creating infrastructure inside the colony;

(f) The promulgation of or amendment of any law, rule, regulation or the issue of any injunction by court or any statutory authority;

(g) Refusal or withdrawal or cancellation or withholding of grant of any necessary approvals by any authority for the said Colony for any reason other than the noncompliance by the Company.

(h) Non availability of labour:

In case the delivery of possession of the said Suite is delayed by reason of Force Majeure circumstances, the Company shall be entitled for the extension of delivery of possession of the said Suite to the Applicant for such delayed period and the Applicant shall not be entitled to any claim, compensation or such delay. In case the Force Majeure circumstances continued for a long period then the Company shall be entitled to terminate this Agreement and the liability of the Company shall be limited to the refund of amount paid by the Applicant but without damages, interest or compensation.

20. JOINT APPLICANT

The parties to this Agreement agree that in case there are more than one Applicant of the said Suite, all communication, letters, demands etc. shall be sent by the Company to the Applicant whose name appears first and at the address given by him/her and which shall for all purposes shall be considered as service to all the joint Applicant and no separate communication shall be necessary to the other named Applicant. Similarly, the receipts for any payment to the Company shall be in the name of first named Applicant.

21. ARBITRATION

All disputes with respect of the Term & Conditions stipulated herein, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be settled through arbitration. The provisions of Arbitration and Conciliation Act, 1996 shall apply and a sole arbitrator shall be appointed by the Company in this regard. The decision of the Arbitrator shall be final and binding on the parties. The venue of arbitration shall be Gurgaon and only the courts at Gurgaon shall have the jurisdiction in all matters arising out of this Application, Provisional Allotment Letter and the agreement to sell / Buyer agreement or any other Agreement / Document executed between the Applicant and the Company.

22. JURISDICTION

The rights and obligations of the Applicant and Company under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above clause 21 for the Arbitration, the parties to this Agreement shall submit themselves to the jurisdiction of the Courts at Gurgaon only for all matters arising out of or in connection with this Agreement regardless of the place of execution or subject matter of the Agreement.

Signatures :			
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23. MISCELLANEOUS

23.1 The parties to this agreement agree that if the Applicant fails to execute both the copies of the Buyer's Agreement and return them thereafter (for any reason whatsoever) to the Company within 30 days from the date of the communication to do so by the Company, then the allotment of the said Suite shall stand cancelled at the sole discretion of the Company and the EMD, Brokerage released or due to be released and other charges of non-refundable nature shall stand forfeited to the Company and the Applicant shall be left with no right, interest or claim in the allotment of the said Suite or the said Suite itself. The Company shall not be liable to pay any compensation or interest or any costs whatsoever to the Applicant upon such cancellation.

23.2 The Company has made it clear and the Applicant understands and agrees that the township projects take time and the entire Central Park Flower Valley township will be executed in phases and it may be carrying out extensive development/construction activities for many years in future in Central Park Flower Valley making use of roads, infrastructure and facilities and that the Applicant further agrees that he/she shall not raise any objection or make any claim or default in making payments on account of inconvenience, if any, which may be suffered by him/her due to such development/construction activities or incidental or any other related activities.

23.3 The Applicant agrees not to park any vehicle(s) on the pathway or in open space of the Colony or any other pace in the Central Park Flower Valley township except the designated place. The Company or its nominated agency shall have the power to remove and/or fine any unauthorised parking. The Applicant further undertakes to adhere to the speed limits prescribed by the Company or any other authority.

23.4 All the provisions of this Agreement and the obligations arising hereunder in respect of the said Suite shall be equally binding on and enforceable against any and all future buyers/assignee of the said Suite as such obligations will go along with the said Suite for all intents and purposes.

23.5 The Company may in its sole discretion appoint project management consultants, contractor, service providers etc. directly or by assignments of rights through joint ventures, Limited Liability Partnership or by sale of unsold Suites, plots, sites, commercial complexes, sites etc.

23.6 The parties to this Agreement agree that in case the Real Estate (Regulation & Development) Bill is passed by the Parliament of India and/or Haryana State Legislature Assembly then any change in the Agreement as required by this new Act or other similar Act or any directive of quasi-judicial or judicial or by directives of the government, shall be additionally incorporated in the Agreement.

23.7 The terms and conditions of this Agreement shall be broadly incorporated in the Conveyance Deed or shall form part thereof. The Conveyance Deed shall also contain such other terms and conditions that may be considered and proper by the Company. The Applicant agrees that unless a Conveyance Deed is executed in his/her favour, Company shall have exclusive right and possession of the said Suite and Colony.

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

23.8 The captions/headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect the construction or interpretation of the Agreement or the terms of the Agreement. For all intents and purposes and for the purposes of the terms and conditions set out in this Agreement, singular includes plural and one gender includes the other.

23.9 Failure on the part of the Company to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a Waiver of any provisions or of the right thereafter to enforce each and every provision.

23.10 If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or by any law to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect.

23.11 The captions/headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect the construction or interpretation of this Agreement.

I/We have fully read and understood the above mentioned Key Indicative Terms and Conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Suite Buyer Agreement which shall supersede the terms and conditions set out in this Application.

Date _____

Place _____

_____
Signature of the Applicant(s)

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant

CHECK LIST

[For Documents to be attached with Application Form]

A. Cheque/DD/Pay Order for Booking Amount

B. In case of **Individual/HUF/Proprietary Firms**
   i. Colour Photograph of each Applicant other than pasted on Application
   ii. Copy of Pan Card /Form 60 (in duplicate) duly filled and signed
   iii. Address Proof of any one of following documents:
      1. Passport Copy showing the first page with photo and the last page showing the address
      2. Electoral Identity Card
      3. Ration Card
      4. Driving License
      5. Adhar Card
      6. Electricity/Water Bill
      7. Telephone Bill (MTNL/BSNL)
   iv PIO Card / Passport Copy – For Foreign Nationals/People of Indian Origin

C. In case of **Company**
   i. Certified copy of Memorandum/Articles of Association.
   ii. Certified copy of Board Resolution authorizing the Signatory
   iii. Certified copy of Pan Card
   iv. Certified Copy of Form 18 for proof of Registered Office Receipt of Filling
   v. List of Directors with Address

D. In case of **Partnership Firm/Society/Trust or other Body Corporate other than Company**.
   i. Certified copy of Partner Ship Deed/Charter/Agreement
   ii. Certified copy of Resolution authorizing the Signatory (in case of Trust & Society)
   iii. Certified copy of Pan Card
   iv. Certified Copy of proof of Registered Office.
   v. List of Partner/Society Members/Trustee etc. with Addresses

In case the Earnest Money Deposit is to be remitted from a foreign country by Non Residents and Foreign Nationals, the Banker's Draft should be in Designated Currency i.e. US $, UK £, Euro, Singapore Dollar, Hong Kong Dollar, Canadian Dollar, Australian Dollar etc. for equivalent Rupee value and should be accompanied by a certificate from the issuing Branch specifying the purpose for the payment.

Note: All copies of documents wherever required, should be self-attested

Signatures :			
	Sole/ First Applicant	Second Applicant	Third Applicant