

**APPLICATION FORM**  
**(Plots)**  
**YASH VIHAR**

**For Official Use:** Application Form No. ....Customer ID .....

Customer Name.....

Plot Number ..... Marketing Executive/Broker.....

Customer Type:  Individual  Ltd. Company  Pvt. Ltd. Company  Proprietorship  Partnership Firm  HUF  NGO/Charitable Trust

M/s KSD BUILDTECH PRIVATE LIMITED  
SCO 35, First Floor, Sector -15, Part 2,  
HUDA Market, Gurugram-122001

Dear Sir,

The Applicant(s) have examined the plan of Real Estate Project named as “Yash Vihar” to be developed by M/s KSD Buildtech Private Limited (herein referred to as “Company”) on land situated at sector 5, Pataudi, Gurugram, Haryana- 122503 admeasuring 7.70 acres (hereinafter referred as “Project”) hereby apply for allotment of a Plot therein.

The Applicant(s) agrees and confirms to sign the Plots Buyers Agreement in entirety. The Applicant(s) agrees to abide by the basic terms and conditions attached to this Application Form and also agrees to sign and execute, as and when desired by the Company, the Plots Buyers Agreement on the Company’s standard format and the Applicant(s) further confirms that he/she has read and perused the Plot Buyers Agreement, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Buyers Agreement (including the Company’s limitations) and the Applicant(s) is agreeable to perform Allottee(s) obligations as per the conditions stipulated in the Allotment Letter and Buyers Agreement. Thereafter the Applicant(s) has applied for allotment of a Plot in the Said Project and has requested the Company to allot a Plot. The Applicant(s) shall accept the specifications of the Plot and shall pay Total Cost/Total Sale Consideration of Plot includes a) Basic Sale Price and PLCs, b) Other Charges include EDC/IDC, Charges, of the Plot, Electrical, Water Connection Charges(if applicable, and shall be proportionally payable by Applicant), c) Additional Cost, i.e. Interest Free Maintenance Security (IFMS), d) Govt. Charges, GST(If Applicable), other taxes etc. applicable Stamp Duty etc. as per Annexure and Payment Plan. The Applicant(s) encloses herewith a sum of Rs. \_\_\_\_\_/- (Rupees

\_\_\_\_\_ Only) by Bank Draft/ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of the Company towards the booking amount, being part Earnest Money(if this amount is requirement to 10% of the Total Cost of the Plot. of the Plot. The Applicant(s) clearly understand that this application does not constitute an agreement to sale and Applicant(s) do not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. It is only, after dispatch of “Letter of Allotment” to the Applicant(s) by the Company or Applicant(s) sign and execute the Allotment letter, Addendum to the allotment letter, Buyers Agreement and/or such other documents as may be required by the Company (depending on the option availed) the allotment shall become final and binding upon the Company. The Applicant(s) agrees, consents and authorizes the Company to cancel the allotment/ booking, at the sole discretion of the Company, if the Applicant(s) fails to execute and return the Buyers Agreement within thirty (30) days from the date of its dispatch by the Company and on such cancellation, the Applicant(s) consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) along with other Deductible/Non Refundable Amounts (hereinafter defined).

The Applicant(s) agrees that if the Company allots the Said Plot (herein after defined) then the Applicant(s) agrees to pay the Total Sale Price (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Company or in accordance with the terms of this Application/Agreement.

The Applicant(s) particulars are given below:

Signature of Applicant(s)

X

X





**DETAILS OF PLOT:**

|          |  |                                 |  |
|----------|--|---------------------------------|--|
| Plot No: |  | Total Area in Sq. Mtr. /Sq. Yd: |  |
|----------|--|---------------------------------|--|

**DETAILS OF PRICING:**

|   | Rate List (Sq Mtr/ Sq yd) in Rupees | PRICE TO BE PAID in Rupees          |
|---|-------------------------------------|-------------------------------------|
| <b>A. Basic Sale Price (BSP)/Basic Sale Price of the Plot</b>   |                                     |                                     |
| Basic Sale Price (BSP)  | Rs <input type="text"/>             | <input type="text"/>                |
| <b>B. Additional Cost</b>   |                                     |                                     |
| Addition Charges(if any)  | Rs <input type="text"/>             | <input type="text"/>                |
| Interest Free Maintenance Security (IFMS)   | Rs <input type="text"/>             | <input type="text"/>                |
| <b>C. Govt. Charges</b>   |                                     |                                     |
| IDC/EDC, GST, Govt. Electricity Charges, Water Connection Charges, Sewerage Charges, Other Taxes and Cess, Stamp Duty, other expenses (as applicable) *   | As and when demanded by the company | As and when demanded by the company |
| Total Sale Price*/Total Amount *(A+B) *<br>Amount in Figure   | Rs <input type="text"/>             | <input type="text"/>                |
| Amount in Words   |                                     |                                     |
| Plan Details (Tick whichever is applicable): <input type="checkbox"/> a. Down Payment Plan <input type="checkbox"/> b. Development Linked Payment Plan <input type="checkbox"/> c. Others ..... |                                     |                                     |

Mode of Booking: a.  Direct b.  Broker c.  Employee Referral } Employee Name: \_\_\_\_\_  
 Employee Code: \_\_\_\_\_

**Broker Information:**

|   |  |
|---|--|
| Broker Name: <input type="text"/>       | Broker Code: <input type="text"/>  |
| Broker Address: <input type="text"/>    |  |
| Broker Contact No. <input type="text"/> | Broker Signature With Seal: <div style="border: 1px solid black; width: 150px; height: 40px; display: flex; align-items: center; justify-content: center;"> </div> |

**DECLARATION**

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Plot by the Company, if the enclosed document/ information found to be forged or faked. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Plot through my/our aforesaid broker and I/we shall be liable and responsible for any action/inaction of aforesaid broker in respect of aforesaid Plot, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Plot then I/we shall provide NOC from my/our aforesaid broker.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of the Applicant(s)

Signature of the Applicant(s)

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note: i) All Cheque/ Drafts to be made in favor of "KSD Buildtech Private Limited" payable at par only.

ii. Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.

iii) Other Charges, Govt. Charges, IDC/EDC, GST, other Taxes and Cess shall be payable by the Applicant(s) as and when demanded by the Company.

**BROKER DECLARATION**

(\*o be filled by the Broker in case of Broker Booking)

I \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_ having Broker Code \_\_\_\_\_, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or fake and resultant cancellation of booked Plot by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address &amp; Mobile No.

Signature of the Broker with stamp

**Signature Specimen**

**First Applicant Signature**

Specimen One

Specimen Two

**Co/Second Applicant Signature**

Specimen One

Specimen Two

**CHECKLIST**

- **Application Form shall be filled in entirety with 2 photographs and duly signed by the Applicant(s).**
- **Applicant(s) signature on all pages of application form and payment plan is mandatory.**
- **Cheque for booking amount shall be issued in favour of "KSD Buildtech Private Limited".**
- **Self attested copies of PAN card and Aadhar Card of all applicants to be attached with the form.**
- **Self attested copy of Passport for all foreign Nationals of Indian Origin to be attached with the form.**
- **Address Proof /Adhar Card and other relevant documents are attached with the form.**
- **For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution.**
- **For Partnership Firm: Partnership deed and authorization to purchase the plot under this project.**
- **Authorization/ POA duly attested where a person is signing the application Form on someone's behalf**

**Remarks (if any):**

**Booking Concession (if any):** .....

.....

.....  
**Booked By**

.....  
**Checked By**

.....  
**Approved By**

## Terms & Conditions

1. The Applicant(s) has applied for allotment of Plot in the Real Estate Project named “Yash Vihar” to be developed by M/s KSD Buildtech Private Limited (herein referred to as “Company”) on land situated at sector 5, Yash Vihar, Pataudi, Gurugram, Haryana- 122503 admeasuring 7.70 acres (hereinafter referred as “Project”) hereby apply for allotment of a Plot therein. (hereinafter referred to as the “Project Land”).
2. The Company is fully competent to execute and accept this Application and all the legal formalities with respect to the right, title and interest of the Company regarding the said Land on which Project is to be constructed have been completed.
3. The Applicant(s) hereby give Allottee(s) consent for change (decrease/ increase) in the area of the said Plot, change in its dimension, size, location, number, boundaries etc. only as per RERA norms and till execution of Plots Buyers Agreement. The final size, location, number, boundaries etc. shall be confirmed by the Company on execution of Plot Buyers Agreement. In case of increase in the area of the said Plot, the Applicant(s) shall pay for the increase in area at the rate of booking of the said Plot. In case of decrease of the allotted area of the said Plot, the amount received in excess over and above the Total Sale Price of the said Plot based on the changed area, shall be refunded / adjusted (as may be) by the Company to the him without Allottee(s) protest and demur and without any interest thereon.
4. Subject to the other terms and conditions of this Application Letter and/ or Buyers Agreement/Allotment Letter, on and after the payment of the Total Cost/Total Sale Consideration of Plot and other charges and dues as per the Application Letter and/or Agreement/Allotment Letter, the Applicant shall have the: i) ownership of the Said Plot; ii) the right to use common areas and facilities along with the other Plot owners/Allottees.
5. The Applicant(s) agrees that the Applicant(s) shall not have any right in any other plots/premises/Units/buildings, residential flats, community Centre/ club, and school, if any, constructed/situated in the Said Project. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit.
6. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the plots, premises, units, shops, commercial premises, school etc., if any, or in the operation and management including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and engagement or any other mode including transfer to Government, semi-government,
7. The Applicant(s) understand and agrees,
  - 7.1. That the payment plan opted by him/her and the Applicant(s) further agrees that timely payment of installments of Basic Sale Price and Other Charges, allied/ additional cost, Govt. levy etc. pertaining to the said Plot is the essence of the terms of the booking.
  - 7.2. The Applicant(s) agrees to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time.
  - 7.3. The Applicant(s) agrees that the Company is under no obligation to send demand/ reminders for payments and the Applicant(s) can check the status of construction from Company Website or by calling Customer Care.
  - 7.4. If the Applicant(s) fails/ defaults in making payment of due amount within the stipulated period or if the tendered cheque or draft got dishonored by Allottee(s) banker, then the Company shall have rights mentioned herein below:
    - 7.4.1. to keep on abeyance/ suspension of the booking or cancel the allotment of the said Plot;
    - 7.4.2. to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments and other deductible/non-refundable amount such as a) amount to be paid/or paid to Broker, b) any tax, govt. cess or other amount paid to Authority or Government.
    - 7.4.3. to re-allocate the provisional allotment of the said Plot which includes change in area and location of the said Plot.
  - 7.5. If the Company opts to exercise the rights mentioned in sub-clause (7.4.1.) and (7.4.2.) as above, then the balance amount after aforesaid deductions shall be refundable to him without any interest, after the said Plot is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
  - 7.6. If the Company opts to exercise the rights mentioned in clause (3) as above and as a result thereof, there are any changes in size etc. of the said Plot, then the price towards increase/decrease of re-allotted Plot shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
  - 7.7. Further, if any concession, in whatsoever way, has been given by the Company in the Basic Sale Price/payment term to him/her in lieu of his/her consensus for timely payment of installments and other charges/other allied/ additional cost, then the Applicant(s) hereby authorize the Company to withdraw such concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Applicant(s) hereby agrees to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18 % p.a. thereafter on all outstanding dues from their respective due dates.  
The payment plan is annexed herewith as Annexure-A.
8. The Applicant(s) hereby agrees that in case of cancellation of booking of the said Plot. The Applicant(s) can submit ‘No Objection Certificate’ from the concerned broker, if the Applicant wants no deductions on account of Brokerage paid to the Broker in “refund amount” after forfeiting earnest money and other non-refundable amount, if any.
9. The Applicant(s) agrees to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favor of “M/s KSD Buildtech Private Limited” payable at par. The Applicant(s) further agrees that in case the Applicant(s) makes any payment towards the said Plot from any third party account, then the Applicant(s) shall ensure that there would be no claim by such third party in the said Plot against the payment made from third party account and the Applicant(s) further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and him in any manner whatsoever. In the event, the Applicant(s) makes any payment through any third party account then the Applicant(s) hereby agrees to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by him from third party account. The Applicant(s) further agrees that, all payment shall be always made to Authorized Representative, authorized for this purpose only and after taking valid receipt from such Authorized Representative. Any payment made to broker, other employee of the Company shall not have any binding effect on the Company. Further if Applicant(s) wants to withdraw the Booking or this application, then he can do so within 30 days of date of submission of this Application Form. The Applicant(s) will get full refund of amount paid to the Company in this case, i.e. without any deduction from the Company. Afterwards, if Applicant(s) withdraws his booking then, the same is permissible at the sole discretion of the Company and the Company can only permit after forfeiture of the Earnest Money along with other deductible and non-refundable amount as stipulated in this Application Form after the said Plot is allotted to some other intending Allottee(s) and after receipt of payment from that new intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
10. The Applicant(s) agrees that the offer for allotment of the said Plot and subsequent confirmation thereof (upon fulfillment of the conditions of the allotment) shall be subject to the permissions granted by Concerned Authority and the usage of the said Plot and construction thereon by the applicant shall be subject to approval of plan of the said Plot by the Competent Authority as per terms conditions, rules and regulations of Concerned Authority and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Plot. The Applicant(s) further agrees that irrespective of the size of the Plot to be allotted through Buyer’s Agreement/Allotment Letter, the Applicant(s) can only be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Plot, in such eventuality the Applicant(s) shall be liable to comply with such restriction/ permission to its fullest extent.
11. The Applicant agrees that the present Application and provisional Allotment is non-transferrable/non-assignable. However, the Company may entertain any transfer /substitution/assignment request of the provisional allotment as per the demands and terms of the Company. The permission

- to allow transfer shall be at the sole discretion of the Company, which may grant or refuse permission. Any transfer by the Applicant without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company. The Company shall not be responsible or liable in any manner whatsoever on account of any transfer which is effected without the prior approval of the Company in writing.
12. That, transfer/ assignment is allowed by the Company subject to the administrative fee, as may be decided by the Company from time to time and all transfer/ assignment shall be effected in a manner and as per procedure as may be formulated by the Company. For all transfer/ assignment, the Applicant and the transferee shall be required to submit such necessary documents in the formats as may be required by the Company for such transfers. It is further clarified that the transfer / assignment of Plot where notice of possession has been issued shall be allowed only after execution of Conveyance Deed/Sub-lease Deed
  13. If the Applicant(s) has NRI or PIO status or if Applicant(s) is foreign national(s) then Applicant(s) shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. Applicant(s) agrees that the Company will not be liable in any manner on such account.
  14. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by him.
  15. The Company shall endeavor to give possession of the Plot to the Applicant, based upon its present plans and estimates, and subject to all exceptions and Force Majeure, proposes to handover possession of the Plot within a period of 36 (Thirty Six) months from the date of execution of Buyers Agreement subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by him/her.
  16. The Applicant(s) shall before taking possession of the Plot, must clear all the dues towards the Plot and have the Sale Deed for the said Plot executed in his/her favor by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
  17. The Applicant(s) shall use the said Plot for designated Residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Plot and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
  18. That it is specifically clarified by the Company, agreed and accepted by the Applicant(s) that the said Plot being sold hereunder through allotment by sale, shall be of bare plot and construction contract of House/building on the said Plot shall be given to Company or Nominee of Company.
  19. The Applicant(s) shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Plot to him.
  20. The Applicant(s) understand and agree that this Application for allotment of a Unit in "YASH VIHAR" is subject, inter alia, to the following terms and obligations to be observed by the Company, including Terms and Conditions of the Plot Buyers Agreement to be executed with the Company upon allotment and I/we further agree and undertake to abide by all these terms, conditions and obligations:
  21. The Applicant(s) 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 the Unit to me/us nor shall it create or result in any obligations on the Company towards me/us. I acknowledge that Booking Amount shall be considered part of Earnest Money Deposit. 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 Unit shall be made in due course of time, subject to availability. I/We agree that, if the Company conducts the allotment of Unit by lottery/draw of lots, the Company shall not be bound to provide or allot the Unit in the preferred location as requested by me hereinabove.
  22. The Applicant(s) understand that besides the Basic Sale Price ("BSP"), Preferential Location Charges ("PLC"), Interest Free Maintenance Security Deposit ("IFMS"), etc. as set out in this Application and Payment Plan (Annexure A), I/we shall also pay charges for IDC/EDC, for facilitating Electricity & Water supply connections and usage charges for water, electricity, power back up & other utilities and registration amount, stamp duty, G.S.T(if applicable), statutory and other third party taxes, fees, charges, etc., as may be applicable.
  23. If as per statutory law, any tax at source is required to be deducted ("TDS") by the Applicant(s) on the Booking Amount, installments or any other amount paid or to be paid to the Company, the Applicant(s) 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 Booking Amount/ installments/consideration.
  24. The Applicant(s) declare that The Applicant(s) is competent to make and submit the present Application for booking of a Unit 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.
  25. The Applicant(s) acknowledge and declare that the Company has readily provided me/us all the information/clarifications as required by me/us with respect to the land and I/we have not relied upon 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 intended purchase of the aforesaid Unit.
  26. The Applicant(s) have read, understood and approved the terms and conditions of draft Agreement for Sale as registered under RERA. I/We understand that, these terms are being conveyed specially for the purpose of acquainting me/us with a broad outline of the essential terms and conditions for the proposed sale of the Unit.
  27. The Applicant(s) declare that, Applicant(s) have fully satisfied myself/ourselves about the right of the Company with respect to the land on which the project is to be constructed as well as the approvals/consents/sanctions/license granted by the RERA, Director General, Town and Country Planning, Haryana and the competency of the Company to construct the project and sell the Unit. I/We have understood all the limitations and obligations of the Company with respect to the same.
  28. The Applicant(s) understand 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. If The Applicant(s) withdraw our Application after expiry of such 30 (thirty) days then the company shall be entitled to forfeit the entire Booking Amount.
  29. The Applicant(s) understand that all applicants are to sign and deliver Plot Buyers Agreement/Agreement for Sale with all the annexures within 30 (thirty) days from the date of receipt. The Applicant(s) understand that, if the Applicant/s fails to execute and deliver the Agreement to the Company within 30 (thirty) days from the date of its receipt by the Applicant then the Company shall serve a notice to the Applicant for rectifying the default, which if not rectified within seven (7) days from the date of its receipt by the Applicant, the allotment/application of the Applicant shall be treated as cancelled and the Company shall be entitled to forfeit the booking amount, interest component on delayed payment of any amount, brokerage, cost of any incentive or scheme given and any other amount of a non-refundable nature. The Applicant shall not have any claim, title, interest etc.in the allotment of the Unit or the Unit itself upon such cancellation and the Company shall be free to deal with the said Unit in any manner at its sole discretion including re-allotment of the said Unit to any other person.
  30. The Applicant(s) confirm that all correspondence made by the company in relation to the Unit being applied for herein shall be addressed only to the First Applicant at the address given above and shall be deemed to have been addressed and / or made with all applicants herein.
  31. The Applicant(s) agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the Plot shall collectively constitute the earnest money.
  32. Upon acceptance of my/our Application for Booking of the unit in the Project and its allotment, I/we undertake to execute all documents/agreements and agree to abide by all the terms and conditions as contained in the Agreement for Sale and pay all charges as applicable therein once it becomes due.

33. The Applicant(s) have signed 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 after carefully reading the terms and conditions contained herein and in draft Agreement registered under RERA and understanding the implications thereof.
34. 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 shareholding certificate by the CA to show that the foreigner applicant(s) is / are the owner(s) of the Company.
35. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by him that reference shall be made to the detailed terms of the Plot Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by him/her. It is specifically agreed by him/her that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Plot Buyers Agreement shall supersede over the terms and conditions as set forth in this Application Form. However, the Applicant(s) shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Plot Buyer(s) agreement in this regard.
36. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
37. If any misrepresentation/ concealment/ suppression of material facts are found to be made by him/her, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
38. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Plot) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The Arbitrator shall be appointed by the Company and the decision of the Arbitrator will be final and binding on all the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi. Subject to Arbitration as referred above, the Courts at Pataudi/Gurgaon shall have jurisdiction in case of any dispute.

**DECLARATION:**

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications to the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications 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 allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Plot in relation to the said Plot. If any other Person has signed this Application Form on behalf his behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

| Name of Applicant (s) | Signature of Applicant(s) |
|-----------------------|---------------------------|
| 1. _____              | 1. _____                  |
| 2. _____              | 2. _____                  |



**Annexure-A**  
**PAYMENT PLAN**

| <b>Time/Schedule of Payment</b>                     | <b>PARTICULARS</b> |
|---|--------------------|
| Booking amount & Signing of Builder Buyer Agreement | 10% of Total Price |
| Within 60 days from the date of booking             | 10% of Total Price |
| Within 120 days from the date of booking            | 10% of Total Price |
| On Commencement of leveling work                    | 12% of Total Price |
| On Commencement of Demarcation of Plots             | 12% of Total Price |
| On Commencement of Boundary wall                    | 12% of Total Price |
| On Commencement of sewage/draining work             | 12% of Total Price |
| On Commencement of Water lines of Plots             | 12% of Total Price |
| On Commencement Internal road in plots              | 5% of Total Price  |
| On offer of possession + IFMS                       | 5% of Total Price  |
| Total   | 100%               |

**\*NOTE:**

- EDC and IDC to be charged as per actuals
- Office expenses and Stamp duty to be charged extra
- IFMS to be charged – Rs. 500/- per square yard.

Signature of Applicant(s)

X

X