

To,

Dwarkadhish Projects Pvt. Ltd.
(hereinafter called the “company”)
Bldg #2007, Main Road,
Sector-45 (near HUDA City Centre Metro Station),
Gurgaon, Haryana-122003
India

| |
|---|
| Please affix your photograph here, (White background, 4.5cm x 3.5cm) |
| Sole Applicant |

| |
|---|
| Please affix your photograph here, (White background, 4.5cm x 3.5cm) |
| Co-Applicant |

PLEASE FILL THE FORM IN CAPITALS

SUB: APPLICATION FOR REGISTRATION OF APARTMENT(S) IN PROJECT “ARAVALI HEIGHTS” AT SECTOR-24, DHARUHERA, DISTT. REWARI (HARYANA) (Hereinafter called the “Project”)

Dear Sir,

- a. The Applicant hereby applies for the allotment of apartment(s) (hereinafter defined) in the Project as per the Company’s: **Down Payment Plan** **OR** **Installment Payment Plan**
- b. The Applicant has read and understood the terms and conditions of this Application, stated hereinafter and is agreeable to the same.

The Particular of the applicant(s) are given below for Company’s reference and record:

1. (i) **SOLE OR FIRST APPLICANT(S)** Mr. / Mrs. / Ms.

S/W/D of Age years Nationality

Profession: (Please tick) Service Business Housewife Student Other

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Annual Income: Source of Funding DOB

Marriage Anniversary PAN Ward / Circle

Permanent Address

.....PIN.....

Mob No. Tel No. (.....)..... Fax No. (.....).....

Email Web www.

Office Name & Address

.....PIN.....

Tel No. (.....)..... Fax No. (.....)..... Email

(ii) **JOINT OR SECOND APPLICANT(S)** Mr. / Mrs. / Ms.

S/W/D of Age years Nationality

Profession: (Please tick) Service Business Housewife Student Other

Residential Status: Resident Non-Resident Foreign National of Indian Origin

Annual Income: Source of Funding DOB

Marriage Anniversary PAN Ward / Circle

Signature(s) & Stamp (in case of firm / company)

Permanent Address
.....PIN.....

Mob No. Tel No. (.....)..... Fax No. (.....).....

Email Web www.

Office Name & Address
.....PIN.....

Tel No. (.....)..... Fax No. (.....)..... Email

OR

(iii) * M/s. partnership firm duly registered under the Indian Partnership Act 1932, through its partner Mr. / Mrs. / Ms. authorized by authorization dated (Copy of the authorization signed by all Partners required).

Registration No. PAN: TIN:

Annual income Source of Funding:

OR

(iv) ** M/s a Company registered under the Company Act 1956, having its corporate identification no. through it duly authorized signatory Mr. / Mrs. / Ms. authorized by board resolution dated..... (copy of Board Resolution along with a certified copy of Memorandum & articles of Association required).

PAN: Annual income..... Source of Funding:

Regd. Office Address:
.....PIN.....

Contact Person Name: Email

Mob No. Tel No. (.....)..... Fax No. (.....).....

(* / ** Strike out whichever is not applicable)

MANDATORY (PLEASE FILL IN CAPITAL LETTERS ONLY)

Name of First Applicant/ Firm/ Company

Mailing / Correspondence Address

.....PIN.....Mob No.

Tel No. (.....).....Fax No. (.....)..... Email

2. **DETAILS OF APARTMENT** – Super Area: Sq. Ft. (approx)
Apartment Location preferences * Park facing Ground Floor First Floor Second Floor
(*The preferential allotment is subject to availability of the Apartment & PLC charges)
Parking Space Preference: Open OR Covered (*Subject to availability and company policy)

3. **DETAILS OF PRICING** – Basic Sale Price (Super Area): @ /- per sq ft

(Customer's Sign)

4. Broker's Name
Signature with Stamp

↓ Stamp here

Address

.....PIN.....

Signature(s) & Stamp (in case of firm / company)

- c. The Applicant encloses herewith a sum of ` /- (Rupees only) by Bank Draft / Cheque No. drawn on in favour of the company payable at as booking amount. Notwithstanding anything contained herein in this Application, the Applicant understands that the Application will be considered as valid and proper only on realization of the amount tendered with this Application.
- d. The Applicant declares that if the Company allots an Apartment then the Applicant agrees to pay Basic Price (hereinafter defined) and all other amounts, charges, rates, dues, taxes, cesses, levies, etc. as per the payment plan opted by the Applicant and / or as and when demanded by the company or in accordance with the terms of this Application / Allotment Letter / Agreement (hereinafter defined) that shall be executed by the Company, on the Company's standard format.
- e. The applicant acknowledges that the Company has provided all the information and clarifications as required by the Applicant and that the Applicant is fully satisfied with the same and the Applicant has relied on his/her own judgment and investigation in deciding to apply for purchase of the said apartment and has not relied upon and/or is not influenced by any architect's plans advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Project/ Said Apartment. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete it itself in all respects.
- f. The Applicant hereby agrees to make payment of an amount equal to 20% of total BSP of the Said Apartment within a period of 15 (fifteen) days from the date of this application and in case of failure to do so the Company shall have the discretion to treat this application as cancelled, and on such cancellation the Earnest Money (hereinafter defined) along with the Non Refundable amounts (hereinafter defined), paid by the Applicant shall stand forfeited. The Applicant further understands that the allotment letter, will be issued by the Company only after receiving this 20% of total BSP amount and the allotment of the Apartment will get confirmed after the Applicant signing and executing the Agreement to sell with company and agreeing to abide by the terms and conditions laid down therein. If the Applicant fails to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company then the Company shall have the discretion to treat this application as cancelled and on such cancellation the Earnest Money (hereinafter defined) along with the Non Refundable amounts (hereinafter defined), paid by the Applicant shall stand forfeited.
- g. The Applicant agrees to abide by the terms and conditions of this Application including those relating to payment of Basic Price and other deposits, charges, rates, taxes (hereinafter defined), Cesses, levies etc. and forfeiture of Earnest Money and Non Refundable Amounts as laid down herein and/or in the Agreement.

DECLARATION: The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Yours faithfully

(Signature of First Applicant) (Signature of Second Applicant)

Date:

Place:

| |
|----------------------|
| Receiver's signature |
| Name: |
| Designation: |
| Date: |

.....FOR OFFICE USE ONLY.....

1. ACCEPTED REJECTED

2. DETAILS OF APARTMENT

Super Area : Sq. ft. (approx)

Park facing Ground Floor First Floor Second Floor Parking Space Open OR Covered

3. DETAIL OF PRICING:

Basic sale price (super area): @ ` /- per sq ft.

4. PAYMENT PLAN: Down payment Plan OR Installments

5. Payments received vide Cheque / DD/ Pay order No. dated:

`...../ (Rupees.....
only), drawn on in favour of the company, payable at
..... as booking amount .

6. BOOKING : DIRECT OR THROUGH SALES ORGANISER (BROKER)

7. Broker's Name

Signature With Stamp

Address

.....PIN.....

↓ Stamp here

8. Check List for Receiving Officer:

- (a) Booking Amount.
- (b) Customer's signature on all pages of the application form at places written as "Signature(s)"
- (c) Address and Identification Proof (s).
- (d) PAN No & Copy of Pan Card / Form 60 / Form 49A.
- (e) For Companies: Certified copies of memorandum & articles of association an board resolution in support of the authorized signatory under common seal of the Company.
- (f) For Foreign National of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) NRE/FCNR A/c of the Applicant / IPL-7/ Passport Photocopy.
- (g) For NRI: Copy of Passport / Foreign Inward Remittance from the account of the Applicant(s) NRE/ NRO A/c of the Applicant.
- (h) For partnership Firm: Partnership deed and authorization to purchase.

Receiving Officer's Signature

Receiving Officer's Name

Date:

Place:

Signature(s) & Stamp (in case of firm / company)

TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF AN APARTMENT IN THE “ARAVALI HEIGHTS” AT SECTOR-24, DHARUHERA, DISTT. REWARI (HARYANA).

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

“**Applicant**” means person(s), applying for allotment of the Said Apartment, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

“**Application**” means whole of this Application form including all annexures, schedules, terms and conditions for allotment of the Said Apartment in the Said Project.

“**Agreement**” means the Agreement to Sell to be executed by the Applicant and the Company on the Company’s standard format.

“**Company**” means Dwarkadhish Projects Pvt. Ltd. having its registered Office at PD- 4A, Pitampura, New Delhi-110088, and includes its holding(s), subsidiary(ies), associate(s) and group company(ies).

“**PLC**” means charges for the preferential location of the Said Apartment payable / as applicable to be calculated on the per Sq. Ft. basis of Super Area of the Said Apartment, as mentioned hereinabove.

“**Additional PLC**” means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, calculated on per Sq. Ft. basis of the super area of the Said Apartment.

“**Earnest Money**” means 10% of the Total Sale Price of the Said Apartment payable by the Applicant.

“**EDC**” shall mean the charges for external development levied / leviable on the Said Project (By whatever name called or in whatever form) imposed by Government Authority and includes any increase in such charges.

“**IDC**” shall mean the infrastructure development charges levied / leviable (by whatever name called, now or in future) by the Government Authority for recovery of cost of development of State / National Highways, transport, irrigation facilities etc. includes additional levies, fees, cesses, charges and any further increase in any such charges; and also include Internal Development Charges to be levied for the development of the internal road, internal sewers and drains both for to storm and sludge water, water tanks, street lighting, turfing and plantation, etc.

“**Non Refundable Amounts**” means interest paid or due on delayed payments, deduction of brokerage paid by the Company, if any, etc.

“**Parking Spaces(s)**” means parking space on paid basis, open or covered allotted / to be allotted to the Applicant as per option details mentioned above in the Application.

“**Project**” means the project to be developed on the Said Land under the name and style of “Aravali Heights” as per the buildings plans as approved by the competent authority, comprising of residential apartments, buildings, club house etc.

“**Said Land**” means the land admeasuring approximately 22 acres situated at Sector-24, Dharuhera, Rewari (Haryana).

“Taxes” shall mean any and all taxes payable by the Company by way of value added tax, state sale tax, central sale tax, works contract tax, workers welfare cess / fund, service tax, cess, educational cess, or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment / Said building / Said Project.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures, be prevented, or caused to be prevented, and which and adversely affects the Company’s ability to perform obligations under this Application, which shall include but not limited to;

- (a) acts of God i.e fire, drought, flood, earthquake, epidemics, natural disaster war, riots, bandh , act of terrorism or civil commotion ;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to any reasons whatsoever;
- (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (f) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies), refuses, delays, withholds denies the grant of necessary approvals for the Said Project / Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (g) any event or circumstances analogous to the foregoing.

“Basic Price” means the amount calculated on per Sq. Ft. basis of the super area of the Said Apartment but does not include other amounts, charges, security amount etc., which are payable by the Applicant as and when demanded by the Company in accordance with the terms of this Application / Allotment Letter / Agreement, including but not limited to –

- i) IDC, increase in IDC, EDC, increase in EDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called on the Said Project.
- ii) Maintenance charges, additional PLC, property tax, municipal tax on the Said Apartment.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc. which shall be borne and paid by the Applicant.
- iv) Taxes
- v) IFMS
- vi) Insurance
- vii) Parking
- viii) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- ix) Club membership fees and club charges, as applicable.
- x) Any other charges that may be payable by the Applicant as per the other terms of the Application and such other charges as may be demanded by the Company.

Which amounts shall be payable by the Applicant in accordance with the terms & conditions of the Application /Allotment Letter/ Agreement as/and as per the demand raised by the Company from time to time.

1. The Applicant has applied for allotment of the Said Apartment and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development / construction of the Said Apartment / Project and has also satisfied himself about the arrangements / title / interest / rights of the Company in the land on which the Said Apartment / Said Building / Said Project is being developed / constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that this Application is irrevocable and can not be withdrawn.

2. The Applicant shall pay the Basic Price of the Said Apartment in accordance with the payment plan opted by the Applicant and in addition, the Applicant shall also be liable to pay all other amount, charges and dues mentioned in this Application / Allotment Letter /and / or the Agreement in accordance with the demand raised by the Company from time to time. The applicant agrees and understands that the Basic Price of the Said Apartment and other charges are calculated on the basis of the Super area defined in the “Agreement” of the Said Apartment which is tentative and any increase or decrease thereof shall be payable or refundable, however, in case of any alteration / modification resulting change in the super area of the Said Apartment or material change in the specifications of the Said Apartment, any time prior to and / or upon the grant of occupation certified by the Company’s architect or by the competent authority, the Applicant will be informed in writing by the Company of such change and the differences.
3. The applicant has seen and accepted the plans and has applied for the allotment of the Said Apartment with the specific knowledge that the building plans, allotment, designs specifications, measurements, space, area, dimensions, location and number of the Said Apartment, floor plans, and all other terms & conditions are tentative and are liable to change, shift, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and may also change due to changes / modification required by the competent authority.
4. The Applicant agrees and understands that in addition to Basic Price, the Applicant shall be liable to pay all Taxes, which shall be charged and paid as a sum equivalent to proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the super area of the Said Apartment to the total super area of all the apartments, other buildings, shops, club, school etc. in the Said Project. The Applicant agrees that the Applicant shall not have any right in any commercial premises, building, shops, community centers, club and school, if any, constructed in the Said Project.
5. The Applicant agrees to make payment of any further increase in IDC, EDC & interest thereon, by whatever form and with all such conditions imposed by the Government and/or any competent authority (ies) shall be paid by the Applicant. The pro-rata demand made by the Company to the Applicant with regard to IDC, EDC is not paid, then same shall be treated as non-payment of the charges as per the Application /Allotment Letter/ Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non- refundable Amounts.
6. The Applicant agrees that if due to any change in the location, lay-out plan/building plan of the Said Project / Said Apartment:- (A) The Said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant shall be adjusted / refunded without any interest and such refund shall be made / adjusted in the last installment as stated in the payment plan opted by the Applicant. (B) The Said Apartment becomes preferentially located, if at the time of application it was not preferentially located, the Applicant shall pay PLC of the Apartment to the Company as payable and as demanded by the Company. (C) The Said Apartment becomes additionally preferentially located; the Applicant shall pay Additional PLC to the Company as applicable and in the manner as demanded by Company. The Applicant understands that in case of change in the location of the Said Apartment by the Company in its sole discretion or due to change in the layout plan/building plan of the Said Project / Said Apartment or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.
7. The Applicant understands that allotment of one parking space (open or covered) on paid basis along with an apartment is mandatory. The parking space(s) allotted to the Applicant will be an integral part of the Said Apartment which cannot be sold / dealt with independent of the Said Apartment. The Applicant may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price.
8. The Applicant agrees and undertakes to pay all Government rates tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Project/ Said Building/ Said Apartment or land, appurtenant thereto, as the case may

be levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and building on the Applicant till the Said Apartment is assessed separately.

9. The Applicant agrees to pay applicable club charges/ club membership fees for the club facilities (if provided). The amount shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and service availed by the Applicant and the Applicant will be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.

10. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended.

11. The Applicant shall be liable to pay all fees, duties, expenses, costs etc, including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the Said Apartment, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Apartment and forfeit the Earnest money and Non-refundable Amount and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale/re-allotment to any other party, provided that the applicant is not in breach of any terms of this Application /Allotment Letter/ Agreement.

12. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money along with the Non refundable amount in case of non fulfillment / breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment. The Company shall thereafter be free to resell and/or deal with the Said apartment in any manner whatsoever. The amount (s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Apartment but without any interest or compensation of whatsoever nature.

13. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments within the stipulated time by the Applicant on the condition that the Applicant shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @18% per annum and for all periods exceeding first 90 (ninety) days after the due date @18 % per annum.

14. The Company may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant to get the name of his/her nominee substituted in his/ her place subject to such terms and conditions and charges as the Company may impose. The applicant shall be solely responsible and liable or legal, monetary or any other consequences that may arise from such nominations.

15. The Applicant agrees that the Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall always have the first lien / charge on the Said Apartment for all it dues and other sums payable by the Applicant. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions / banks, for the purchase of the Said Apartment, the conveyance of the Said Apartment in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions / banks.

16. The Applicant agrees that in case the Applicant is an NRI or Non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Said Apartment, any refund, transfer of security etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non – resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.

17. The Applicant agrees to inform the Company in writing any change in the mailing address given in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application shall be deemed to have been sent to all applicants.

18. The Applicant understands that the final allotment of the Said Apartment is entirely at the discretion of the Company.

19. The Applicant agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at Delhi only. The courts at Delhi shall alone have the jurisdiction.

The Applicant has fully read and understood the above mentioned terms & conditions and agrees to abide by the same.

(Signature of First Applicant)

(Signature of Second Applicant)

.....

.....

Date:

Place: