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**KPK BUILDTECH PVT LTD.**

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**BOOKING FORM**

**FOR**



**TOWNSUITES**  
Gurgaon India

**AT**

**SECTOR – 95A,  
GURGAON,  
HARYANA (INDIA)**



**KPDK BUILDTECH PVT. LTD.**

**Application for Allotment of a Unit i.e., a Commercial Apartment Unit at "New Town Square", Gurgaon, Haryana.**

**Application No.....**

**Dated.....**

**KPDK BUILDTECH PVT. LTD.  
A-8, PARYAVARAN COMPLEX,  
IGNOU ROAD,  
NEW DELHI - 110030**

Dear Sir/s,

I, \_\_\_\_\_ son/daughter of \_\_\_\_\_, resident of \_\_\_\_\_, wish to tender my expression of interest for the allotment of a unit bearing number \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) of super area on \_\_\_\_\_ floor (hereinafter referred to as said "Unit"), in your commercial project known as "New Town Square" (hereinafter referred to as said "Building/Project") being developed on a land admeasuring 3.075 acres or thereabouts falling in revenue estate of Village Hayatpur, Sector 95A, District Gurgaon, Haryana (hereinafter referred to as "said Land"). The Director General Town and Country Planning, Haryana ("DGTCP") has issued license bearing no. 98 of 2013 (hereinafter referred to as the "said License") for development of said Land into a commercial project.

I herewith tender a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank as booking amount ("Booking Amount"). In case of non-realization of complete booking amount, for any reason whatsoever, KPDK Buildtech Pvt. Ltd. (hereinafter referred to as the "Company" / "KPDK") shall forfeit the partial booking amount paid by the Applicant(s) and cancel the booking.

I understand and agree that this Application is a mere request for allotment and the same does not constitute or create any right, title or interest whatsoever in my favor in respect of the Unit applied for, notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. In the event the Unit is allotted to me, I agree to pay Total Sale Value (TSV) and all other dues, charges and taxes including any enhancement or fresh incidence of tax in terms of the Payment Schedule, as stipulated in this Application or as may be required by law or demanded by the Company in future.

I understand and agree that merely by submitting this Application, I do not become entitled to allotment of the Unit in the aforementioned Project and the allotment shall be confirmed only upon payment of 100% TSV and signing of standard Space Buyer's Agreement. I shall, in addition, sign and execute all necessary documents including but not limited to affidavits, undertakings and unequivocally agree to abide by the terms and conditions laid down therein. If, however, I fail to execute the necessary documents/affidavits etc. including the standard Space Buyer's Agreement within the stipulated time, the booking shall be treated as cancelled at the sole discretion of the Company. If the Company cancels the booking, then on such cancellation, the booking amount along with any other amounts of non-refundable nature, paid by me shall stand forfeited. If for any reason whatsoever, the Company is not in a position to confirm and finally allot the Unit in the Project the Company shall refund the amount deposited by me without any interest in accordance with the terms and conditions given below. I understand and agree that the Company shall have no other liability of any kind whatsoever except to refund the said amount and I absolve the Company.

I am tendering this Application with the full knowledge that the Company is in the process of developing the said Project. I acknowledge and confirm that the Company has provided all information, clarifications and documents in relation to the Project as was demanded by me and that I am fully satisfied with the same. I have relied on my own judgment and investigation in deciding to apply for allotment of the said Unit in the Project. I have not relied upon and/or been influenced by any architect's plans, advertisements, brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Project and/or the Unit sought to be allotted in the said Project. Further, the terms and conditions contained herein are self-explanatory and complete in all respects and nothing except stated herein shall be considered to be part of this Application.

I have read, clearly understood and agreed to abide by the terms and conditions of this Application, including those relating to payment of TSV and other charges including delayed payment charges, forfeiture of the Booking Amount and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, etc. as laid down in this Application. All the payments towards Maintenance Charges, Service Tax and any other statutory charges or any enhancement in the Development Charges or fresh incidence of tax, if any, shall be payable by the Applicant(s), as and when demanded by the Company or designated maintenance agency for the said Project. The stamp duty, registration fee and miscellaneous charges towards registration of conveyance deed shall be paid in addition to the above charges by the Applicant(s).



3. **COMMERCIAL APARTMENT UNIT**

The Total Sale Value (TSV) for the Unit in "New Town Square", Gurgaon, Haryana, shall comprise of Basic Sale Price ("BSP") and Development Charges ("DC")\*. The TSV does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:

- a. Interest Free Maintenance Security Deposit ("IFMS").
- b. Capital Redemption/Replacement Fund ("CRF").
- c. Stamp Duty and Registration charges for Conveyance Deed.
- d. Any other charge(s) which the Company / Maintenance Agency may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.
- e. Any or all payment payable under Clause D(4) of this Application Form.

\*"Development Charges" or "DC" shall mean the amount charged by the Company from the Applicant(s) towards carrying out the developmental works inside or around the Project, including but not limited to the payment of the following:

- (a) (i) External Development Charges (EDC) and Infrastructure Development Charges (IDC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana.  
(ii) Any interest paid and/or payable thereon to the concerned Authorities.
- (b) (i) Infrastructure Augmentation Charge (IAC) as conveyed and/or demanded by the HUDA, DTCP or the Government of Haryana.  
(ii) Any interest paid and/or payable thereon to the concerned Authorities.
- (c) The cost of such other developmental works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere.
- (d) Cost incurred by the Company on the capital invested in making payment of any of the Development Charges, to be determined @ 18% per annum on the capital invested.

**Note:**

- i. Service tax shall be payable by Applicant(s), as applicable.
- ii. Payments to be made only by way of A/c Payee Cheque / Demand draft payable at par at New Delhi or by way of an electronic transfer in favour of "KPKD Buildtech Pvt. Ltd." or in favour of such subsidiary / associate / group / affiliate company as may be advised by the Company. All payments accepted shall be subject to their actual realization in the Company's account and the date of credit shall be deemed to be the date of payment by the Applicant(s).

4. **DECLARATION:**

I/we the applicant(s) do hereby solemnly affirm and declare that my/our Application for allotment of a Unit with the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from. I/we hereby confirm and undertake that I/we have independently read and understood the terms and conditions of this Application, which has been duly signed by me/us and further undertake to abide by the same.

**NAME OF THE APPLICANT(S)**

1 \_\_\_\_\_  
(SOLE / FIRST APPLICANT)

2 \_\_\_\_\_  
(SECOND APPLICANT)

**SIGNATURE(S):**

1 \_\_\_\_\_  
(SOLE / FIRST APPLICANT)

2 \_\_\_\_\_  
(SECOND APPLICANT)

PLACE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Sales Organiser's Details:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature / Stamp**

**Dated:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

**1. Application Accepted / Rejected**

**2. Unit No.** : \_\_\_\_\_

**3. Area** : \_\_\_\_\_ **Super Area (Approximately)**

**4. Basic Sale Price** : \_\_\_\_\_ **per Sqft**

**5. PLC** : \_\_\_\_\_ **%**

**6. Payment Plan** : **Construction Plan / Down Payment Plan**

**7. Receiving Officer** : \_\_\_\_\_ **Date:** \_\_\_\_\_



## **BROAD BINDING TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION**

*(To be signed by both the parties on each page)*

### **A. Nature of these Terms and Conditions.**

1. The Terms and Conditions given below have been thoroughly read, understood and agreed by the Applicant(s) and shall remain binding and enforceable on the parties in terms hereof. The said Terms and Conditions are also indicative of the broad content of the terms and conditions as will be more comprehensively and elaborately set out in the Standard Space Buyer's Agreement available at the Company's customer care center, and which shall supersede these terms and conditions on its execution.
2. These terms and conditions are applicable for the allotment of a unit bearing number \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (\_\_\_\_\_sq.mtr.) Super Area, on \_\_\_\_\_ Floor (hereinafter referred to as said "**Unit**") in a commercial project consisting of multiple levels/floors known as "**New Town Square**" (hereinafter referred to as said "**Building/Project**") being developed on a land measuring approx. 3.075 acres falling in revenue estate of Village Hayatpur, in sector 95A Tehsil and District Gurgaon, Haryana (hereinafter referred to as said "**Land**").

### **B. Verification and Sufficiency of Title to the Unit.**

1. The Applicant(s) has tendered this Application for allotment of a Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this Project in particular, including the limitations and obligations of the Company in relation to or in connection with the development/construction of a Unit on the land on which the said Project is being developed.
2. The Applicant(s) has satisfied himself/herself that Mr. M. K. Gupta & M/s KPDK Buildtech Pvt. Ltd., a company incorporated under the Companies Act 1956, having its registered office at A-8, Paryavaran Complex, IGNOU Road, , New Delhi-110030, are the owner/collaborator (collectively "**Developers**") in possession of the land approx 3.075 acres falling in revenue estate of Village Hayatpur, in sector 95A Tehsil and District Gurgaon, Haryana (hereinafter referred to as the said "**Land**") and are sufficiently entitled to develop, sell and deal with the Project constructed and developed on the said Land, in respect of which the Director Town and Country Planning, Chandigarh, Haryana has issued the license bearing number 98 of 2013 (hereinafter referred to as the "**said License**"). Mr. M. K. Gupta has duly authorized KPDK Buildtech Pvt. Ltd. ("**KPDK**" or "**Company**"), to develop/construct the Project on the said Land and to sell, market, deal, negotiate, sign and execute agreement, conveyance deed etc. with the Applicant(s)/prospective purchasers/buyers at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.
3. The Applicant(s) acknowledges that he/she has inspected the relevant documents/papers and is fully satisfied with the right, title and interest of the Company to the said Land and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) states and undertakes not to raise objections with respect to the Company's right/title/interest in the said Land.
4. The Applicant(s) has tendered this Application for allotment of a Unit in the Project without relying on any representations and assurances of the Company or any of its representatives or agents or channel partners and with full cognizance of the fact that the Company cannot provide oral representations and assurances, and has agreed to purchase the Unit from the Company on an as is where is basis (which shall refer not only to the physical condition of the said Land and Unit, their contents/inclusions at the time of this sale, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights, interests and participation over said Land and Unit with the Company at the time of the sale) without any recourse to warranties implied in terms hereof.
5. That in case, the Applicant(s) has booked the Unit through a channel partner, the channel partner alone shall be responsible for any representations/promises/ commitments made by such channel partner to the Applicant(s), save and except as mentioned herein, and the Applicant(s) agrees that the Company shall not be responsible for any such representations/promises / commitments made by a broker to the Applicant(s).

### **C. Space Buyer's Agreement; Consideration and Payment Obligations; Ownership Rights.**

1. The Applicant(s) shall execute a Space Buyer's Agreement with the Company within 30 days from the date of dispatch of such Agreement through registered post by the Company along with the affidavits, declarations and undertakings contained therein. If the Applicant(s) fails to execute and deliver to the Company the Space Buyer's Agreement within the aforesaid stipulated period, then the booking of the Applicant(s) may be treated as cancelled at sole and absolute discretion of the Company and the Booking Amount along with Non Refundable Amount (as defined hereinafter) paid by the Applicant(s) shall stand forfeited. For the purposes of this Application, the booking amount other amounts of non-refundable nature shall be treated as the earnest money.

2. The Applicant(s) shall pay the TSV for the Unit and other charges calculated by the Company on the basis of the Super area. The Super Area of the Unit shall mean the sum of entire area enclosed by periphery walls of the Floor on which the Unit is located including area under walls and columns and balcony (ies) and open terraces, if any divided by number of units on the floor plus prorated share of common areas of the Building/Project. The common area shall mean all such parts/areas in the said Project, which the Applicant(s) of the said Unit shall use by sharing with other occupants of the said Project including atrium, lifts and lift lobby, escalators, area of cooling towers, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts, staircases, munties, lift machine rooms and water tanks. In addition, entire services area in the basement including but not limited to electric substation, transformers, D.G. set rooms, underground water and other storage tanks, AC plant room, pump rooms, maintenance and services rooms, fan rooms and circulation areas etc. shall be counted towards common areas. The calculation of the Super Area shall be more elaborately defined in the Space Buyer's Agreement and the Applicant(s) affirms to be bound by the same. The Applicant(s) confirms and represents that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever that the Applicant(s) shall have any right or title of any kind whatsoever, in any common areas and common amenities, save and except as mentioned hereinabove. It is understood and agreed by the Applicant(s) that during the Assured Period Applicant(s) shall never seek possession of said Unit by way of partition of the floor on which the said Unit is located. Further the common areas and facilities within the Project, shall remain un-divided and no Applicant(s) or any person claiming under it/them shall be entitled to seek a partition or division of any part thereof.
3. The Applicant(s) agrees and undertakes to make payment of Total Sale Value (TSV) and other charges as per the Payment Schedule or as per the demands raised by the Company from time to time in respect of the Unit. The TSV shall comprise of Basic Sale Price ("**BSP**") and Development Charges ("**DC**"). The TSV does not include following charges/amounts, but the same shall be payable by the Applicant(s) as and when demanded by the Company:
  - a. Interest Free Maintenance Security Deposit ("**IFMS**").
  - b. Capital Redemption/Replacement Fund
  - c. Stamp Duty and Registration charges for Conveyance Deed
  - d. Any other charge(s) which the Company / Maintenance Agency may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc.
  - e. Any or all amounts payable under Clause D(4) below.
4. That the Applicant(s) agrees and undertakes to pay directly, or if paid by the Company, then reimburse to the Company, on demand any Municipal Tax, Property Tax, Service Tax, VAT, Enhanced DC including but not limited to EDC/IDC/IAC, WCT or any tax/charges, government levies including any fresh incidence of tax or compensation as maybe levied by the Government of Haryana/Competent Authority/ Central Government, retrospectively or prospectively. If such charges are increased (with retrospective effect) after the conveyance/sale deed has been executed, then the Applicant(s) undertakes to pay the same upon intimation by the Company/nominated maintenance agency.
5. The Applicant(s) agrees that if the Government /concerned authority imposes any charges in respect of any other facilities as may be required or specified by the Government or DTCP, the same shall be payable by the Applicant(s) as and when demanded by the Company.
6. The Applicant(s) further understands and agrees that in case the Applicant(s) fails to make payment of 100% TSV within \_\_\_\_\_days of booking of the Unit then in such event the booking shall be cancelled and the entire amount deposited by the Applicant(s) at the time of booking shall be forfeited. The Applicant(s) undertakes that he shall not raise any dispute or claim of any nature whatsoever in this regard.
7. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Unit in favour of the Applicant(s), which shall be executed and registered upon receipt of the TSV and other charges as may be demanded from the Applicant(s) in respect of the Unit allotted to him/her/them.
8. Timely payment of 100% TSV and other charges as per the Payment Schedule in Annexure A shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment. The Applicant(s) acknowledges failure to adhere to the payment schedule and failure to make full and timely payment impacts the Company's ability to fulfill its reciprocal promises and obligations to the Applicant(s) and other customers and consequently prejudicially affects as well as results in the waiver and extinguishment of the Applicant's rights under these Terms and Conditions and the Space Buyer's Agreement, including but not limited to the right to require the Company to perform any of its obligations within a given timeframe. Accordingly, in the event that the Applicant(s) fails to strictly adhere to these Terms and Conditions and the Space Buyer's

Agreement, such action shall amount to a voluntary, conscious and intentional waiver and relinquishment of all rights and privileges of these Terms and Conditions and the Space Buyer's Agreement and could at the option of the Company be treated as termination/cancellation of allotment and the Applicant(s) shall cease to have any right, title or interest whatsoever in the Unit and shall also be liable to forfeiture of booking amount, non-refundable amounts (if any) in terms of Clause "F" herein below.

9. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Unit shall be subject to strict compliance of bye laws, rules etc. that may be framed by the Company and/or nominated Maintenance Agency for occupation and use of the Unit and such other conditions as per applicable laws. The Applicant(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all his obligations, including payment of the TSV, other charges, interest, if any, and only upon registration of the Conveyance/Sale deed in his favour and till then, the Company shall have the sole right to reallocate/ modify / change the Unit, including without limitation the size, and that the Applicant (s) confirms that he shall have no objection whatsoever in this regard.
10. The Applicant(s) shall use and occupy the Unit only for the purposes it is allotted to Applicant(s) in such manner and mode as may be provided in the Space Buyer's Agreement and/or other directives issued by the Company or its representatives/nominees or as prescribed by applicable laws.
11. Notwithstanding anything contained elsewhere in these Terms and Conditions and the Space Buyer's Agreement, it is expressly understood that the timely payment of the TSV and other charges as stipulated in the Payment Schedule, payable in respect of the Unit shall continue and remain binding on the Applicant (s) unabated irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in these Terms and Conditions and the Space Buyer's Agreement.

**D. Exclusions.**

1. The Applicant(s) agrees and gives his consent that in case at any point of time, if FAR is increased due to government policy or for any reason whatsoever then the Company shall be entitled to utilize the same and may build additional units, subject to necessary approvals.
2. The Applicant(s) understands and agrees that the Company may carry out extensive developmental/construction activities in future outside the said Land and the Applicant(s) has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and understood by the Applicant(s) that he/she shall have no right including right of ownership in the land(s), facilities and amenities, save and except as specified herein. The Company relying on this specific undertaking of the Applicant(s) in this Application may allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.

**E. Termination/Cancellation Rights.**

1. As stated hereinabove, timely payment of 100 % TSV and other charges is the essence of this transaction. In case the Applicant(s) neglects, omits, ignores, defaults, delays or fails, for any reason whatsoever, to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant(s) as per the Payment Schedule or if the Applicant(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part in the present Application/ Space Buyer's Agreement or commits any breach of the undertakings and covenants contained herein, the Company may at its sole discretion cancel the allotment and forfeit the Booking Amount and non-refundable amounts including but not limited to the interest due on delayed payments, deduction of brokerage paid by the Company to the broker in case the booking is made through a broker, application processing fees, any incentives, and/or any other charges due from the Applicant(s), etc. ("**Non Refundable Amount**") and other amounts of such nature. In the event the Company exercises its right to cancel the allotment, the Applicant(s):
  - a. shall be left with no right or interest in the said Unit and the Company shall have the absolute right to sell the said Unit to any third party.
  - b. shall approach the Company for the refund, if any, and the Company shall refund the balance amount, if any, to the Applicant(s) without any interest within (120) One Hundred Twenty Days from the date of sale of the Unit by the Company to any third party.
2. However, in the event the Applicant(s) defaults in making payment of 100% TSV or any other amount due as per the Payment Schedule, the Company may at its sole and absolute discretion choose to grant time to Applicant(s) to rectify such defaults through a notice in writing and the Applicant(s)

shall be liable to pay the outstanding dues together with interest @ 18% p.a compounded quarterly or at such higher rate as may be mentioned in the said notice for the period of delay in making the payments as stipulated in the said notice.

3. That the Applicant(s) understands confirms and agrees that in case of delayed payment of any installment, the payment so made by the Applicant(s) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
4. Notwithstanding the above, the Company may, at its sole discretion, choose to waive its right to cancel/terminate the allotment / agreement. In such an event, the possession of the Unit may be offered to the Applicant(s) only upon payment, of all outstanding dues, penalties, holding charges, etc., along with interest at the rate of 18% (Eighteen percent) p.a. till the date of payment.

**F. Force Majeure and other Contingencies.**

1. "**Force Majeure**" means any event or combination of events or circumstances beyond the reasonable 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 adversely affects the Company's ability to perform including but not limited to the following :
  - a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
  - b. explosions or accidents, air crashes, act of terrorism;
  - c. strikes or lock outs, industrial disputes;
  - d. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
  - e. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
  - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the company from complying with any or all the terms and conditions as agreed in these Terms and Conditions ;
  - g. Economic recession; or
  - h. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any Competent Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project /Unit/Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) becomes subject matter of any suit / writ before a competent court or; for any reason whatsoever; or
  - i. Any event or circumstances analogous to the foregoing.
2. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided herein if such performance is prevented due to Force Majeure conditions, as defined hereinabove.
3. The Applicant(s) agrees and understands that if the Force Majeure condition continues for a considerably long period such that the performance of this Application/ Space Buyer's Agreement becomes unviable, then the Company alone in its own judgment and discretion may terminate the Application/Agreement and in such case the only liability of the Company shall be limited to refund the amount paid by the Applicant(s) without any interest or compensation whatsoever. The Applicant(s) agree that the Applicant(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this allotment Application and/or Agreement.

**G. Conveyance Deed.**

1. The Applicant(s) agree that the Company shall execute the Conveyance Deed and get it registered in favour of the Applicant(s) only after receipt of TSV, other charges/amounts and Statutory Dues including but not limited to any enhancements and fresh incidence of tax along with connected expenses like stamp duty, registration fees/charges and other expenses of the Conveyance Deed which shall be borne and paid solely by the Applicant(s).
2. Subject to the conditions contained hereinabove, after filing an application for grant of Occupation Certificate (OC), Company shall not be liable for any delay in grant thereof by the competent authority and such delay shall proportionately extend the Commitment Period.

**H. Withdrawal/Surrender; Transfer.**

1. The Applicant(s) has fully understood and agrees that in case the Applicant(s) cancels, withdraws, assigns or surrenders his allotment, for any reason whatsoever at any point of time, then the Company at its sole discretion, shall be within its right to forfeit booking amount and Non-Refundable Amounts, paid by the Applicant(s). The Applicant(s) shall approach the Company for the refund, if any, and the

Company shall refund the balance amount (i.e. the refundable amount left, after deducting the booking amount and non-refundable amounts and any other amounts due and payable by the Applicant(s), if any, to the Applicant(s) without any interest and compensation within (120) One Hundred Twenty Days from the date of sale of the Unit by the Company to any third party.

2. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination / assignment request until realization of complete booking amount and the same shall be at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission including but not limited to:
  - a. every application for substitution of the name of the nominee(s) of the Applicant(s) in its place shall be made in writing in the format prescribed by the Company,
  - b. execution of a fresh agreement with the Company and timely payment by the nominee(s) of the Applicant(s),
  - c. submitting of all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Company,
  - d. furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permission,
  - e. the Applicant(s) and/or their nominees shall at all times be responsible for payment of all statutory dues and taxes in relation to any transfer/nomination of Unit, and
  - f. In the event of nomination of any person as the nominee(s) of the Applicant(s), such person as nominee(s) shall abide by all the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect.
3. The Applicant(s) agrees and confirms that in case the Applicant (s) transfers his allotment of the said Unit in the name of the nominee(s)/assignee(s)/transferee(s) in any manner whatsoever without the prior permission/approval of the Company, the same shall be treated as null and void and such transfer shall not be binding on the Company.

That the Applicant(s) understands that any transfer shall only be in the manner prescribed by the Company and as per the Company's procedure/policy, which the Company may change from time to time in its sole discretion. The Company shall be not be bound to recognize any agreement of sale, power of attorney or Will regarding any such transfer/s if it is in conflict with applicable laws and policy.

**I. Other Terms and Conditions.**

1. **Authorization to Raise Finance/Loan:** The Applicant(s) hereby agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective Unit or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant(s) or his nominee.
2. **Loan Obligations:** The Applicant(s) have represented and warranted to the Company that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Unit as and when demanded by the Company / Maintenance Agency. The Applicant(s) understand and agree that he will apply for the Loan, if required, to any Bank/Financial institution at his sole discretion and responsibility and in accordance with the policy as formulated by the said Bank / Financial institution. In the event the Applicant(s) chooses to obtain finance from any Bank / Financial institution or any other source, it is clearly understood by the Applicant(s) that the Applicant(s) obligation to purchase the said Unit and make timely payments of the installments and other amounts as per the Payment Schedule shall not be contingent to the Applicant(s) ability or competency to obtain such financing/loan and the Applicant(s) will remain bound herein whether or not the Applicant(s) has been able to obtain financing/loan for the purchase of the said Unit. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Company to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant(s).

The Applicant(s) undertakes to provide no objection certificate from the financial institution / bank from whom the Applicant(s) may have obtained the loan facility, prior to the execution and registration of the Conveyance Deed of the Unit, to the Company and only on receipt of such no objection certificate from financial institution / bank, the Company shall execute and register the Conveyance Deed of the Unit in favour of the Applicant(s).

3. **Indemnification:** The Applicant(s) shall pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay, as agreed, and to observe and perform all the covenants and conditions of the Application and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s). This is without prejudice to any to any other remedy provided herein and / or available in law.

4. **Up-keep Obligation:** That the Applicant(s) agrees and undertakes that he shall maintain the Unit at his own cost and in a good condition and shall not do or cause to be done anything in or around the Unit which may be against the rules or bye-laws of the Municipal Corporation or any other Authority. Furthermore, the Applicant(s) undertakes not to do or cause to be done any act which might harm the stability of structure provided by the Company. In particular, he shall not alter or damage the civil structure of the building/floor including beams and columns. In case the Applicant(s) does any act in contravention of this clause, the Company / Maintenance Agency are entitled to terminate the agreement and/or initiate appropriate proceedings as may be deemed fit for recovery of any damages, costs and expenses incurred to restore the Unit to its original position and/or levy any penalties or take other remedial actions.
5. **Compliance with Laws:** It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit it shall be the sole responsibility of non-resident/Person of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India (“**RBI**”) or any other applicable law and provide the Company with such permissions, approvals, etc., which would enable the Company to fulfill its obligations under the present Application and Space Buyer’s Agreement. Any refund, transfer of security, if provided in terms of the this Application and/or Space Buyer’s Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. In the event of any failure on the Applicant’s part to comply with the provisions of FEMA or statutory enactments or amendments thereof and the rules, regulations and guidelines issued by RBI or any other applicable law, the Applicant(s) shall be solely liable for any action that may be taken by the competent authorities in this regard, without any liability/responsibility on the Company and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it due to any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

The Applicant(s) is executing the present Application for the allotment of a Unit with the full knowledge of all applicable laws and/or any statutory amendments thereof, regulations, notifications, circulars, government directives as applicable to the said Project including but not limited to Haryana Apartment Ownership Act, 1983 or any statutory amendment thereof.

6. **Joint Applications:** In case there are joint Applicant(s) all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by the Applicant(s) which shall for all intents and purposes be considered as properly served on all the Applicants. However, the Joint Applicants agree that they shall remain jointly and severally liable to the Company for their entire obligations.
7. **Notices:** The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned hereinabove, failing which all demands, letters, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant(s).

Any Notice sent to the Party to whom it is addressed shall be sent on the address as provided in this Application or on its last recorded address with the other party and the same shall be deemed to have been delivered (i) if given or sent by the Speed Post /registered post 5 calendar days after posting; (ii) if given by personal delivery at the time of delivery; (iii) if given or made by Fax, upon receipt of a transmission report confirming dispatch, (iv) if sent by e-mail, at the time of confirmation of transmission recorded on the sender’s computer.

8. **Reservation of Rights by Company:**
  - a. The Company reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertakes not to raise any objection in this regard. However, the rights of the Applicant(s) vis-a-vis the Unit will not be affected in any manner whatsoever.
  - b. Neither the forbearance, failure nor any delay by the Company in exercising any right, power, or privilege under terms and conditions of this Application and the Space Buyer’s Agreement and/or any communications or reminders to the Applicant(s) and/or exercise of any single or individual remedy/ies where multiple remedies are available to the Company shall operate as acquiescence, condonation or waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege available to the Company contractually or under law. No such waiver will be deemed, or will constitute, a continuing waiver unless otherwise expressly so provided.

9. **Information and Authorization:** The Applicant(s) should correctly mention his/her Permanent Account Number (“PAN”) in the Application. However, if the same is not provided then the Application may be summarily rejected. The Application should be signed by the Applicant(s), or his/her Registered Power of Attorney holder, who want(s) to purchase the Unit in the Project. Similarly, in the case of Company applying for the Unit, execution should be through an authorized person enclosing an authority letter/board resolution.
10. **Payment Terms; No Third Party Rights:** The Company shall accept all payments from the Applicant(s), unless specified otherwise in writing by the Company, by way of demand draft/ A/c Payee cheque payable at par at Delhi only or by way of an electronic transfer in favour of “**KPDK Buildtech Pvt. Ltd.**” or in favour of such subsidiary / associate company as may be advised by the Company. All payments shall be subject to their actual realization in the aforesaid account. The date of credit into the aforesaid account of the Company shall be deemed to be the date of payment of an installment by the Applicant(s). Further, the Company may, on specific request from the Applicant(s), chose to accept payments / remittances from a third party provided that the Company shall not be responsible towards such third Party in any manner whatsoever and such third party shall have no right whatsoever in the application/allotment of the said Unit applied for. The Company shall issue receipts for payment in favor of the Applicant(s) only.
11. **No Payment Request Obligation:** In respect of time-linked payment obligations and owing to the nature of such payments being linked solely to specified time, the Applicant(s) understands that the Company is not required to send reminders/notices to the Applicant(s) for making payments of the installments/amounts due from the Applicant(s) as set out in this Application and/or the Space Buyer’s Agreement and the Applicant(s) is responsible for complying with all its obligations on its own. Accordingly, all rights, privileges and duties and obligations to the Company will be governed in accordance with these Terms and Conditions and the Space Buyers Agreement and the courtesy of the Company in serving reminders upon the Applicant(s) does not provide the Applicant(s) any independent cause of action or rights and privileges. The Applicant(s) agrees that he shall continue to make the payments of the amounts due from him/her as per the payment schedule set out in this Application and/or the Space Buyer’s Agreement.
12. **Alterations/Amendments:** The Company shall not be bound by any hand written annotations or any other amendments/alterations/modifications other than what is in a final printed version. In the event any Application is received with any hand written annotations or any other amendments/alterations/modifications made by the Applicant(s), such Application shall immediately stand cancelled and the processing fee of Rs. 25000/- and service tax deposited to government, if any, will be forfeited. However, the Company may, in its sole discretion, choose to send new Application to the Applicant(s) and the processing fee in such an event shall become due and payable again by the applicant(s).
13. **Interpretation:** That for all intents and purposes and for the purpose of the Terms and Conditions set out herein, singular includes plural and masculine includes the feminine gender.
14. **Disputes:** All or any disputes arising from or out of or touching upon or in relation to the terms of this Application including its termination, 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 arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re- enactment thereof for the time being in force. A Sole Arbitrator, nominated by the Company, shall hold the arbitration proceedings in New Delhi. The arbitration proceedings shall be held in English language and decision of the Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. Subject to arbitration clause, the Courts at Gurgaon alone shall have the exclusive jurisdiction in all matters arising out of/touching upon and/or concerning this Application and/or Space Buyers Agreement regardless of the place of execution of this Application.

I/We have fully read and understood the Terms and Conditions and agree to abide by the same. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully aware of all my/our liabilities and obligations.

Date: [ \_\_\_/\_\_\_/\_\_\_ ] 1. \_\_\_\_\_

Place: [ \_\_\_\_\_ ] 2. \_\_\_\_\_

**ANNEXURE - A**

**PAYMENT SCHEDULE**

**Construction Linked Payment Plan**

At the time of booking	: 10% of BSP
Within 75 Days of Booking	: 10% of BSP
Within 120 Days of Booking	: 10% of BSP
On Completion of Lower Basement Roof Slab	: 7.5% of BSP
On Completion of Ground Floor Roof Slab	: 7.5% of BSP
On Completion of 2 <sup>nd</sup> Floor Roof Slab	: 5% of BSP + 25% of Car Parking Charges + 25% of DC
On Completion of 4 <sup>th</sup> Floor Roof Slab	: 5% of BSP + 25% of Car Parking Charges + 25% of DC
On Completion of 6 <sup>th</sup> Floor Roof Slab	: 5% of BSP + 25% of Car Parking Charges + 25% of DC
On Completion of 8 <sup>th</sup> Floor Roof Slab	: 5% of BSP + 25% of Car Parking Charges + 25% of DC
On Completion of Top Floor Roof Slab	: 5% of BSP
On Completion of Brick work	: 5% of BSP
On Completion of Plaster Work	: 7.5% of BSP
On Completion of Plumbing and Electrification	: 7.5% of BSP
On offer of Possession	: 10% of BSP + IFMS + Stamp Duty + Registration Charges

**Down Payment Plan@ 10% Rebate**

At the time of Booking	: 10% of BSP
Within 60 Days	: 85% of BSP + Car Parking + DC
On Offer of Possession	: 5% of BSP + IFMS + Stamp Duty + Registration Charges

**Flexi Payment Plan**

At the Time of Booking	: 35% of BSP
Within 6 Months of Booking	: Car Parking + DC
On Completion of Structure	: 35% of BSP
On Offer of Possession	: 30% of BSP + IFMS + Stamp Duty + Registration Charges



### **Documents to be submitted along with the Application**

**Mandatory to affix Photographs in designated areas in the Application towards all mentioned below categories.**

**Resident of India:**

- Copy of PAN Card.
- Photographs in all cases.

**Partnership Firm:**

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

**Private Limited & Limited Company:**

- Copy of PAN card of the company.
- Articles of Association ("AOA") & Memorandum of Association ("MOA") duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application to buy property on behalf of the company.

**Hindu Undivided Family (HUF):**

- Copy of PAN card of HUF.
- Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

**NRI/Foreign National of Indian Origin:**

- Copy of the individual's passport/ PIO Card.
- Certificate by Indian Embassy of Country of residence.
- In case of demand draft ("DD"), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO/FCNR account of the allottee.
- In case of a cheque, all payments should be received from the NRE/NRO/FCNR account of the customer

**ASSURED RETURN PLANS**

**11% Assured Return Plan (Till Possession)**

At the Time of Booking	: 10% of BSP
Within 60 days of Booking	: 45% of BSP
On Completion of Structure	: 25% of BSP + 100%DC
On Offer of Possession	: 20% of BSP + IFMS + Stamp Duty + Registration Charges

**12% Assured Return Plan (Till Possession)**

At the time of Booking	: 10% of BSP
Within 60 days of Booking	: 85% of BSP
On Offer of Possession	: 5% of BSP + DC + IFMS + Stamp Duty + Registration Charges