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KPK BUILDTECH PVT LTD.

Registered Office

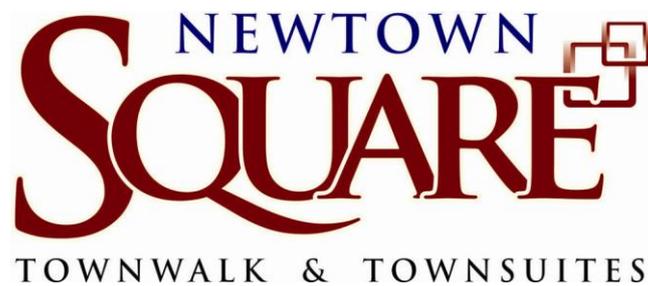
A-8 Paryavaran Complex,
IGNOU Road, New Delhi
Pin 110030, INDIA
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Marketing Office

36 A, Ground Floor,
Tower B, Spaze I-Tech Park,
Sohna Road, Gurgaon Haryana
Phone: +91 84710 02002

BOOKING FORM

FOR



AT

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

Dated:

TO
M/S KPDK BUILDTECH PVT. LTD.
A-8 PARYAVARAN COMPLEX
IGNOU ROAD, NEW DELHI 110030
INDIA

Subject: APPLICATION FOR PROVISIONAL REGISTRATION OF COMMERCIAL SPACE IN PROPOSED 3.075 ACRES COMMERCIAL PROJECT AT PATAUDI ROAD, SECTOR 95A, GURGAON, HARYANA, INDIA

Dear Sir(s),

I, _____, son/daughter of _____, resident of _____ am desirous of obtaining allotment of commercial space in the forthcoming Commercial Colony measuring 3.075 Acres in Sector 95A on Pataudi Road, Gurgaon Manesar Urban Complex, being developed by Sh. Mahender Kumar Gupta through his Company M/s KPDK Buildtech Pvt. Ltd.

I am enclosing cheque/draft/pay order bearing No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on _____ (Bank & Branch) in favor of "M/s KPDK Buildtech Pvt. Ltd. A/c," which may kindly be treated as advance payment for registration/booking.

I request that I may be provisionally allotted commercial space No. _____ on _____ Floor, tentatively measuring _____ sq.ft. (Super area).

I understand and agree that this application is a mere request for allotment and does not constitute or create any right, title or interest whatsoever in respect of the Commercial Space 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 Commercial Space is allotted to me, I agree to pay all installments and all other dues, charges and taxes including any fresh incidence of tax in terms of the proposed Payment Plan that I may subsequently enter into.

I understand and agree that the allotment shall become final only after I sign and execute the necessary documents/affidavit including the Company's Standard Space Buyer's Agreement and unequivocally agree to abide by the terms and conditions laid down therein. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Commercial Place, I shall be bound to purchase the same and will execute all necessary documents, affidavits including Standard Space Buyer's Agreement as stated herein. If, however, I fail to execute the necessary documents/affidavits including Standard Space Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this application will be treated as cancelled only at the sole discretion of the Company. I am making this application with the full knowledge that the Company is in the process of developing the said Commercial Project and shall make the allotment of the Commercial Space in due course of time, subject to availability.

I agree and undertake to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money and deduction of any interest amount, due or payable, and/or any other amount of non-refundable nature, as laid down hereinafter.

The applicant agrees to the following payment plan : Down Payment Plan [] / Construction Linked Payment Plan [] / Assured Return Plan [].

It may be noted that all payments are to be made by A/c payee cheque(s) / demand drafts in favour of "KPDK Buildtech Pvt. Ltd".

#The terms "I/Me/My" which are in singular in the application form shall include the plural "We/Our/Us"

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:** _____



TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF COMMERCIAL SPACE IN KPDK BUILDTECH PVT LTD'S (THE COMPANY) COMMERCIAL PROJECT AT PATAUDI ROAD, SECTOR 95A, GURGAON, HARYANA, INDIA.

- 1) The terms and conditions given below are only indicative to acquaint the applicant with the terms and conditions as will be comprehensively set out in the Standard Space Buyer's Agreement.
- 2) The Applicant(s) has made this application for provisional allotment of a Commercial Space 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, which have been explained by the company and understood by him/her.
- 3) The Applicant(s) shall execute the Standard Space Buyer's Agreement with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and comply with the terms and conditions of the Standard Space Buyer's Agreement.
- 4) The Applicant(s) acknowledges that he has inspected the relevant documents/papers and is fully satisfied with the right and interest of the Company in the land, on which the project is being developed and has understood all limitations and obligations in respect thereof. The Applicant(s) states and undertakes not to raise objections with respect to the Company's title/interest in the land.
- 5) The Applicant(s) agrees and undertakes to make payment of Basic Sale Price, Development Charges, preferential Location charges (for Main road facing, Atrium facing, corner space, IFMS, ECC, FFC, UC, Service Tax, VAT, Maintenance Charges, and all other charges as may be communicated from time to time. The applicant(s) further agrees and undertakes to pay any enhanced External Development Charges (EDC) and Infrastructure Development Charges (IDC), or any tax/ charges including any Fresh Incidence of Tax as may be levied by the Government of Haryana/Competent Authority/Central Government, even if it retrospective in effect.
- 6) The Applicant understands and agrees that the allotment of space shall be made at the sole discretion of the Company. Some space in the Project attracts preferential location charges as specified in the Schedule of Payment. The applicant Agrees and undertakes to pay the Preferential Location Charges without any demur or protest, should space inviting such charges be allotted to him / her.
- 7) The Applicant(s) understands and agrees that the computation of the total consideration of the commercial space does not include any recovery or payments towards land, development, running and operation of common amenities and facilities as well as recovery of payment towards maintenance charges of any kind by the company from the Applicant(s) in any manner. Further, the Applicant fully understands that the company is free to deal with common spaces/amenities in any manner as the Company may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Company or association of owner(s), as the case may be, and shall make payment of such maintenance charges.
- 8) **Super Area Definition Clause:** The Applicant(s) acknowledges that except the specific area of the space being applied for, the Applicant(s) shall have no claim or right of any kind over or in respect of common areas, all or any open spaces, parking spaces, lobbies, terraces, atrium or any other place etc. in the said Complex. Such places shall remain the property of the Company who shall be free to deal with these in any manner, it may deem fit, including but not limited to implementation of pay and park system in the parking places inside the said Complex.

Super Area of the said Space shall be the sum of Specific Area of the said Space and its non-exclusive pro-rata share of common areas in the said Complex and its periphery.

Specific Area of the said Space shall mean the entire area enclosed by its periphery walls including area under walls, columns and half the area of walls common with other premises etc., which form integral part of the said Space, including internal balcony(ies), if any.

Common Area shall mean all such parts/areas in the said Complex, which the applicant of the said Space shall use by sharing with other occupants of the said Complex including corridors land passages, atrium, common toilets, lifts and lift lobby, escalators/elevators, 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 on all floors and rooms, 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.

In case of any change in FAR as prescribed by the statutory authorities, the company shall have every right without any objection from the Applicant(s) to make consequential changes in the layout plan of the commercial project

- 9) The Applicant shall bear and pay directly, or if paid by the company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, Service Tax, VAT, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Commercial Project as the case may be, as assessable/applicable from the date of application of the Applicant(s). If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Commercial Space and the company shall have lien on the Space of the Applicant(s) for the recovery of such charges.
- 10) The Applicant(s) understands and agrees that Development Charges specified in the proposed Schedule of Payment include External Development Charges and Infrastructure Development Charges as applicable in March 2014. In case of any upward revision in the EDC/IDC by the Government in future, the same shall also be recovered from the Applicant(s) on *Pro-rata* basis.
- 11) Out of the amount(s) paid/payable by the Applicant(s) towards the total sales consideration, the company shall treat 20% (Twenty Percent) of the total sale consideration as earnest money ("Earnest Money") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Standard Space Buyer's Agreement.
- 12) Should the Applicant(s) choose to cancel the Application of provisional allotment/Standard Space Buyer's Agreement or booking or surrender the Commercial Space allotted to him/her/it or is in breach of any terms and conditions specified herein due to default of the Applicant including but not limited to not sending the duly signed copy of Standard Space Buyer's Agreement within 30 days of receipt of the same, the Company will be released and discharged of all liabilities and obligations qua the Applicant and the Company at any stage shall have the right to resell the Space to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Application for Provisional Allotment or Standard Space Buyer's Agreement had never been executed. On the incidence of such event, the company will refund to the Applicant the amount paid by the Applicant, without any interest after deducting the Earnest Money along-with interest and any other forfeitable amount including brokerage paid, if any, within 120 days. The Applicant(s) agrees that in case of such cancellation all refund shall be made only after realization of such refundable amount on further sale/resale of the Space to any other party.
- 13) The company shall have the right to effect suitable necessary alterations in the layout plan of the Commercial Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of space, change in the no. of the space/or change in its dimensions or change in its area and to implement any or all of the above changes, supplementary agreement(s), if necessary, will executed. If there is any increase/decrease in the area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the Space was booked and as a consequence of such reduction or increase in the area, the company shall be liable to refund to the applicant without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be.

- 14) If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, withholds, delays or denies the grant of necessary approvals for the Project, permissions, notice, notifications, or if the order by the competent authority(ies) becomes the subject matter of any suit/writ before a competent Court and the Company voluntarily decides to abandon, after the provisional/final allotment, or is unable to deliver the Unit, the Applicant confirms that the company may refund all amounts received by it from the applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever in this regard.
- 15) That the basic price is escalation free but is subject to the increase in price of steel, cement and other raw material beyond 10% of the index price as on 1st May, 2014. The revision by the company shall be made at its sole discretion and shall be intimated to the Applicant(s) at the time of possession. Such assessment of escalation would be duly certified by a reputed firm of Auditors and the Applicant(s) undertakes to accept the same and such escalated amount shall be paid without any objection from his side.
- 16) **Force Majeure and other Contingencies**
- I. **"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 :
- act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 - explosions or accidents, air crashes, act of terrorism;
 - strikes or lock outs, industrial disputes;
 - 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;
 - war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - 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 ;
 - Economic recession; or
 - 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
 - Any event or circumstances analogous to the foregoing.
- II. 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.
- III. 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.
- 17) The Company shall make all efforts to handover possession of the Commercial Space/Unit within thirty six (36) months from the date of execution of the Standard Space Buyer's Agreement, subject to certain limitations/force majeure conditions as mentioned hereinafter and as may be provided in the Standard Space Buyer's Agreement and timely compliance of the provisions of the Standard Space Buyer's Agreement by the Applicant(s). The Applicant agrees and understands that the company shall be entitled to a grace period of One Eight Zero (180) days over and above the period more particularly specified here-in-above, for applying and obtaining necessary approvals in respect of the Project. However, in case of delay in construction of the Commercial Space/ Unit attributable to the company beyond the periods mentioned hereinabove, the company would pay a sum @ Rs. 10/- (Rupees ten only) Per Sq. Ft. of super area per month for the period of delay to the applicant, for up to six (6) months delay, beyond which a sum @ Rs. 20/- (Rupees Twenty Only) Per Sq. Ft. of super area per month shall be applicable for the balance period of delay. The company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Booking Form if such performance is prevented, delayed or hindered by act of god, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to produce or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation,

strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) and as mentioned in above Para No. (16) which are not within the reasonable control of the company. Further the company shall not be held liable for any delay in delivery of possession of the said Commercial Space/Unit to the Applicant if the delay is caused due to carrying out any alternate/additional work demanded by the Applicant in the said unit at any point of time during construction of the said unit.

- 18) That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
- 19) In order to secure adequate provision of maintenance service, by the association of the allottee(s) of Spaces, the Company shall appoint/nominate a maintenance agency ("Maintenance agency") to provide services as may be required to maintain, upkeep, security etc. of the Commercial Project. The Applicant(s) agrees to bear the charges of such Maintenance agency. Further, the Applicant(s) hereby undertakes to deposit with the Company, as per the Schedule of Payment, and to always keep deposited with the said association/society/Maintenance Agency, as the case may be, an amount as Interest Free Maintenance Security ("IFMS").
- 20) Further, the Applicant(s) undertakes to enter into a maintenance agreement with said association/society/Maintenance Agency. The Applicant(s) undertakes to pay the maintenance bills monthly / quarterly, as raised by the said association/society/Maintenance Agency.
- 21) The Applicant(s) shall pay, as and when demanded by the company, the stamp duty, registration charges and all other incidental and legal expense for execution and registration of the conveyance/sale deed of the Commercial Space in favour of the Applicant(s), which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the unit. The Applicant(s) undertakes to execute the sale deed within 30 (thirty) days from the date of the company intimating in writing about the same failing which the Applicant(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money, delayed payment interest etc. and refund the balance price paid by the Allottee(s) without any interest upon realization of money from resale/re-allotment to any other party.
- 22) Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the proposed Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Standard Space Buyer's Agreement, to be paid on or before due date or as and when demanded by the company, as the case may be, and also to perform or observe all the other obligations of the Applicant under the Standard Space Buyer's Agreement.
- 23) 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 residential foreign national of Indian origin to comply with provisions of Foreign Exchange Management Act, 1999, (FEMA) or statutory enactments or amendments thereof and the rules and regulations of the Reserves Bank of India 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 Standard Space Buyer's Agreement. Any refund, transfer of security, if provided in terms and the Standard 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 Reserves Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with prevailing exchange control guideline issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authority in this regard. The company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for 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 for provisional registration, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- 24) The Company shall not be responsible towards any third party making payment/remittances on behalf of Applicant(s) and such third party shall not have right in the application/allotment of the said unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant(s) only.
- 25) 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 Space hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour.

- 26) **Delay Payment Clause:** Timely payment of each installment of the total consideration i.e. basic price/premium and other charges as stated herein is the essence of this transaction. In case payment of any installment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s) fails to pay any of the installments with interest within three (3) months from the due date of the outstanding amount, the Company shall forfeit the amount of Earnest Money and other charges including late payment charges and interest from the amounts deposited by the Applicant(s). In such an event the Allotment shall stand cancelled and the Applicant(s) shall be left with no right or interest on the said Space and the Company shall have the right to transfer by way of Sub-Lease or otherwise to any other person. Further the Company shall also be entitled to terminate/cancel the allotment in the event of default by the Applicant(s) of any terms and conditions of the application/allotment/agreement.
- 27) The Applicant(s) understands and agrees that Transfer of the Space shall be at the sole discretion of the company. The Applicant further understands that the Company shall not entertain any transfer/nomination request till the Applicant(s) has paid at least 30% of total sale consideration to the company. It is further agreed that the transfer / nomination of Space where the payment due as per the Schedule of payment has been received by the Company, shall be allowed only through execution of standard documentation as prescribed by the company on payment of an administrative fee, as charged by the Company for effecting changes/entries in its records. It is understood by the Applicant(s) that the company shall not Charge any administrative fee towards the first transfer/nomination.
- 28) In case of joint Applicant(s), all communication shall be sent to the Applicant(s), whose name appears first on the addresses given by him which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
- 29) The Applicant(s) shall inform the company in writing of any change in the mailing address mentioned in the Application for Provisional Registration, failing which all demands, 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).
- 30) The Company, at its sole discretion, may decide not to allot any or all Space(s) to anybody or altogether decide to put in abeyance, the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the company with the application from the Applicant(s). Further, the provisional and/or final allotment of the Space is entirely at the discretion of the Company and the company has a right to reject any provisional and/or final allotment without assigning any reasons for the same.
- 31) The Applicant(s) understands and confirms that the allotment of the Space made shall not be construed as sale or transfer under any applicable law and the title to the space eventually allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the total sale consideration and other applicable charges/dues, as mentioned herein or in the Standard Space Buyer's Agreement and only upon the registration of the conveyance/sale deed in his favour.
- 32) The Applicant(s) should correctly mention his/her permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who wants to get the Space in the Project. Similarly, in the case of Company applying for the Space(s), it should sign the documents through authorized personnel enclosing an authority letter/board resolution.
- 33) The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Standard Space Buyer's Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Standard Space Buyers Agreement, the terms and conditions specified in the Standard Space Buyer's Agreement, shall supersede the terms and conditions as set out herein.
- 34) 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.
- 35) All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter of its termination, including the interpretation and validity thereof and the respective rights and obligations of, the parties 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 in force. A sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the arbitrator, is an employee or advocate of the Company or is otherwise connected with the company and the Applicant

confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at New Delhi alone and the Delhi High Court at New Delhi alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this application and/or plot Standard Space Buyer's Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

Date_____

1.Applicant

Place_____

2 M/s KPDK Buildtech Pvt. Ltd.

Witness:

1.

2.

