



the elite league living

APPLICATION FORM



APPLICATION FOR PROVISIONAL RESERVATION OF RESIDENTIAL APARTMENT IN CENTRUM PARK

Sector - 103, Gurgaon

Selene Constructions Limited (Subsidiary of Indiabulls Real Estate Limited)

Office Address:

Dear Sirs,

I/We, the Applicant(s) understand that Selene Constructions Limited (hereinafter 'the Company'), is developing a residential project under the name & style of "CENTRUM PARK" at Sector 103, Gurgaon comprising of low rise and/ or multi-storeyed residential apartments.

I/We request that the Company be pleased to provisionally reserve in my/our favour a Residential Apartment (hereinafter 'Said Apartment') in "CENTRUM PARK" at Sector 103, a project in Gurgaon (hereinafter 'Said Complex') and an exclusive right to use parking spaces allotted if any (hereinafter 'Parking Spaces') under the Company's Down Payment / Construction Linked Payment Plan.

I / We remit herewith a sum of Rs. _____ Rupees _____ only by Bank Draft / Cheque No _____ dated _____ drawn in favour of "Selene Constructions Limited" towards provisional reservation of the Apartment and Parking Space allotted if any ("Provisional Reservation Money").

In the event of the Company deciding to allot an Apartment, I/we agree to pay further installments of Total Sale Price and all other dues as stipulated in this Application and/or the Apartment Buyers Agreement and the Payment Plan as mentioned by the Company.

I/ We have clearly understood that this application does not constitute a binding Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an Apartment despite the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Apartment Buyers Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and terms of such Agreement binding upon both the Company as well as me/us. If, however, I/We fail to execute and return the Apartment Buyers Agreement within thirty (30) days from the date of its dispatch by the Company then this application and any decision taken in furtherance of this application shall, at the sole discretion of the Company, be treated as cancelled and the monies as per clause 9 paid by me/us shall stand forfeited. If the Company, for any reason/s other than the reasons attributable to me/us, is not in a position to give possession within three (3) years from the date of execution of an Apartment Buyers Agreement, the Company has the option to refund the monies paid till then by me/us by serving a 30 days notice along with simple interest thereon at the rate of 9 % per annum for such period the amount has been deposited with the Company. I/We am/are making this application being fully aware of the fact, that it shall not be open to me to seek cancellation of said booking and seek refund of Provisional Reservation Money. However, if due to any reason whatsoever attributable to me/us including but not limited to (a) non-compliance of the terms and conditions of this Application or Apartment Buyers Agreement or (b) failing to sign Apartment Buyers Agreement within 30 days from the date of its dispatch by the Company or (c) on making application for cancellation of this Application or Apartment Buyers Agreement; then in that eventuality it shall be open for the Company to forfeit the monies as follows:

- Cancellation of booking before sanction/approval of plans from the concerned authorities – 2% of Total Sale Price or Rs. 60,000/- (Rupees Sixty Thousand only) whichever is higher.
- Cancellation of booking subsequent to the sanction/approval of plans from the concerned authorities – 5% of Total Sale Price.
- Cancellation of booking subsequent to the signing of Apartment Buyers Agreement- 15% of the Total Sale Price

I/We have also been shown all the documents pertaining to title of the parcel of the land over which the said Complex is going to be raised and I/We have also been informed of the other requirements, clearances, approvals, requisitions which the Company are in the process of obtaining which includes but are not limited to approval for Site Plan and Building Plan so as to give effect to raising construction of the said Complex.

I/ We have read and understood all the terms and conditions stated hereinafter and are agreeable to the same. I/We agree to abide by the terms and conditions of this application including those relating to payment of Total Sale Price and other deposits, charges, rates, Taxes (hereinafter defined), cesses, levies, etc., as well as forfeiture of monies as laid down herein.

Date

Place



X _____
Sole / First Applicant

X _____
Second Applicant

1. PERSONAL DETAILS

Sole or First Applicant

Wife/Son/Daughter of

Address

Telephone

Mobile

Fax

Age

Nationality

Profession

Residential Status (Resident/NRI/PIO)

PAN

Email

Second Applicant

Wife/Son/Daughter of

Address

Telephone

Mobile

Fax

Age

Nationality

Profession

Residential Status (Resident/NRI/PIO)

PAN

Email

Date

Place



X _____
Sole / First Applicant

X _____
Second Applicant

2. DETAILS OF APARTMENT PROVISIONALLY RESERVED

Type	Floor	Saleable Area sq. ft. (Approx)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Building Block	Tentative Apartment Number	
<input type="text"/>	<input type="text"/>	
No. of Parking Space(s)		
<input type="text"/>	<input type="text"/>	
Covered (Stilt)	Open	

3. PRICE LIST

a. Basic Sale Price: Rs.	(Rupees)	
<input type="text"/>	<input type="text"/>	
b. Cost of Car Parking Space: Rs.	(Rupees)	+
<input type="text"/>	<input type="text"/>	
c. Preferential Location Charges: Rs.	(Rupees)	+
<input type="text"/>	<input type="text"/>	
d. External & Internal Development Charges (EDC&IDC): Rs.	(Rupees)	+
<input type="text"/>	<input type="text"/>	
Total Sale Price (a+ b+ c + d): Rs.	(Rupees)	=
<input type="text"/>	<input type="text"/>	

Note:- Upon the Company deciding to allot to the Applicant the Apartment and Parking Space, the Applicant shall, in addition to the Total Sale Price of the Apartment and Parking Space, whenever called upon by the Company, pay to the Company the following amount(s)

i. Maintenance Security at rate of Rs. 50/- per sq. ft. of saleable area shall be paid extra.

Date

Place



X
Sole / First Applicant

X
Second Applicant

ii. Stamp Duty, Registration and incidental charges as well as the expenses for execution of Apartment Buyers Agreement, etc shall be charged extra at actual and shall be borne by the Applicant(s).

iii. The Total Sale Price does not include any Taxes as defined in the terms and conditions of this Application.

iv. The Applicant(s) shall pay, in addition to the Total Sale Price, a sum equal to the proportionate share of the Taxes; the proportionate share being calculated in the ratio of Saleable Area of the Apartment to the total saleable area of all the Apartments in the Complex.

v. The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or Chartered Accountant, the amount payable as stated in (iv) above and the Applicant(s) shall without any demur or protest except the error in case of area calculation, make payment within 30(thirty) days of such intimation.

vi. The Total Sale Price does not include the maintenance charges, property tax, municipal tax, wealth tax, service tax, legal fees, charges or levies of all and any kind by whatever name called.

vii. The Applicant(s) shall initially be required to take membership of the club. The Applicant(s) shall pay the following amounts:

a) Membership fee = _____

b) Annual Club Charges = _____

The above mentioned amounts shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s) and the Applicant(s) shall be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.

viii .The Total Sale Price does not include the cost of electric fittings, fixtures, electric and water meter as well as the charges for water and electricity connection

ix. The Total Sale Price does not include any other charges that may be payable by the Applicant/s, on demand by the Company, as per the Apartment Buyers Agreement.

4. DECLARATION

I/We the applicant(s) do hereby declare that my / our application for allotment by 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.

Date

Yours faithfully,

Place

X _____

Date

X _____
Sole / First Applicant

Place

X _____
Second Applicant



FOR OFFICE USE ONLY

RECEIVING OFFICER Name:

Signature:

Date:

PROVISIONAL REGISTRATION OF APARTMENT

Apartment Type	Floor	Saleable Area sq. ft. (Approx)
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Building Block	Tentative Apartment No	Parking Space(s) No
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Basic Sale Price: Rs		
<input style="width: 95%;" type="text"/>		
Preferential Location Charges Rs.		
<input style="width: 95%;" type="text"/>		
External & Internal Development Charges (EDC&IDC): Rs.		
<input style="width: 95%;" type="text"/>		
Parking Space Charges (___ nos.): Rs.		
<input style="width: 95%;" type="text"/>		
Total price payable for the Apartment together with the Parking space(s) allotted if any, Preferential Location Charges and External & Infrastructural Development Charges (EDC&IDC): Rs		
<input style="width: 95%;" type="text"/>		

Payment Plan: Construction Linked

Booking: Direct/ Through Sales Organizer:

Sales Organizer's Name & Address, Stamp with signature:

CHECK LIST FOR RECEIVING OFFICER:

- Booking amount cheques/drafts
- Applicant(s)'s signature on all pages of the Application at the places marked 'X'
- Pan No. & copy of Pan Card/Undertaking (Compulsory)
- For Companies: Memorandum & Articles of Association and certified copy of board resolution and for partnership firm, copy of partnership deed/ firm registration certificate & authorization letter/ power of attorney.
- For foreign nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c.
- For NRI: Copy of passport & payment through NRE/NRO A/c.
- One photograph
- Address/Identity proof: Photocopy of Electoral identity/ Ration Card/ Driving License/ Passport etc.

Remarks

Place

Date

HEAD- MARKETING

Date

Place



x _____
Sole / First Applicant

x _____
Second Applicant

TERMS AND CONDITIONS FOR PROVISIONAL RESERVATION OF A RESIDENTIAL APARTMENT IN CENTRUM PARK

Sector - 103, Gurgaon

The terms and conditions given below are of indicative nature with a view to acquaint the Applicant(s) with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which upon execution shall supersede the terms and conditions set out in this application.

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. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

"Apartment" means the apartment applied for by the Applicant(s), details of which have been set out in this Application and includes the exclusive right to use the Parking Space allotted if any.

"Apartment Buyers Agreement" shall have the same meaning as ascribed to such expression in the Application.

"Applicant(s)" shall mean the applicant applying for provisional reservation of the Apartment and Parking Space the particulars of which are set out in the Application.

"Application" shall mean the application made by the Applicant(s) for provisional reservation of residential apartment in "CENTRUM PARK" alongwith the terms and conditions contained herein.

"Building" means the building in the Complex in which the Apartment will be located.

"Complex" shall have the same meaning as set out in the Application.

"Common Land Area" shall mean the land within the boundary of the Complex excluding the land underneath the Foot Print of all buildings in the Complex and excluding such lands occupied by the internal roads, community hall, mini theatre, games room, playground, areas occupied by facilities (provided if any) such as water and sewerage treatment plants, electrical landing station, sub-stations and structures housing power back-up facilities such as diesel generating sets, open space & reservation area and any other area(s) as may be specified by the Company to be excluded and/or earmarked in the approved plans alongwith the amenities and facilities thereon.

"Provisional Reservation Money" means the booking amount being 15% of the Total Sale Price, paid by the Applicant(s) along with this Application towards the provisional reservation of the Apartment.

"Foot Print of the Building" shall mean the precise land underneath the Building.

"Maintenance Agency" means the Company or association of Apartment allottees or such other agency/body/company/society/association of condominium to which the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Complex/ Building.

"Payment Plan" means the plan as per which the Applicant(s) will pay the Total Sale Price and other charges to the Company.

"Saleable Area" shall mean and include but is not limited to the covered area, verandah, balcony, area under periphery walls, area under the columns and walls, area utilized for services, viz area under staircase, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas, basement, cellars, yards, gardens, parking areas, storage spaces, water supply, sewerage and drainage connection and installations, all central services such as power, light, gas, tanks, pumps, motors, fans, and in general all apparatus and installations existing for the common use, , such other community and commercial facilities as may be prescribed and all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

"Taxes" shall mean any tax payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the Complex.

"Total Sale Price" means sale price of the Apartment as indicated in point (3) of the Application and does not include other amounts, taxes, charges, security amount, etc., payable as per the terms of this Application/ Apartment Buyers

Date

Place



X _____
Sole / First Applicant

X _____
Second Applicant

Agreement, not limited to taxes, increase in all types of security deposit including maintenance security, charges for installation and connection of electricity, water services and sewer in the Complex, maintenance charges, property taxes, common area maintenance charges, increase in price due to increase in Saleable Area of the Apartment, stamp duty, registration and any incidental charges and any other charges payable as stated in the Application and more comprehensively stated in the Apartment Buyers Agreement.

1. The Applicant(s) has applied for provisional reservation and subsequent allotment of the Apartment and Parking Space allotted if any with full knowledge of all the laws/notifications and rules applicable to the group housing/multistoried building projects in general and the Complex in particular.

2. The Applicant(s) has satisfied himself/herself about the interest and title of the Company in the land on which the Apartments are being constructed and has unconditionally accepted the same and understood all limitations and obligations in respect thereof. The Applicant knows that the said Project falls within the new Master Plan of Gurgaon and the site of the Project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated government agency. Since this is beyond the control of Company, therefore, the intending allottee(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the applied apartment(s) in the Project. The Applicant(s) agree(s) that there will not be any further requisitions or investigations or objections by him/her in this respect.

3. The Applicant(s) agree(s) to abide by the terms and conditions of this Application form and subsequently the Apartment Buyer's Agreement and pay the Total Sale Price and other charges, rates, taxes, cesses, deposits, levies etc, including development/ infrastructure / approval charges, unearned increase if any, whether levied, or leviable now or in future or with retrospective effect, as the case may be which may be levied by Development / Municipal/ Central/ State or Local; Authority/Body/Department or Organization applicable to the Land, Project, Complex & Apartment from the date of the Application. Further the Applicant(s) agrees that in the event of non-payment of such amount the company shall have first lien on the Apartment for the recovery of such amount notwithstanding the execution of sale deed of the Apartment in favour of Applicant(s).

4. It is made clear by the Company and agreed by the Applicant(s) that all the rights including the commercial areas and facilities and amenities therein, shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority body, association, any person, institution, trust and/or local body(ies) which the Company may deem fit in its sole discretion.

5. The Applicant(s) hereby agrees to pay additionally as preferential location charges for preferential location and/or floor rise charges as made applicable by the Company and in a manner and within the time as stated in the payment plan. However, the Applicant(s) has specifically agreed that if due to any change in the layout / building plan, the Apartment ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/building plan, the Apartment becomes preferentially located, then the Applicant(s) shall be liable and agrees to pay as demanded by the Company preferential location charges as stated in the payment plan. No further consent of the Applicant(s) shall be required for this purpose.

6. The Company and/or their nominees shall look after the maintenance and upkeep of the common areas and facilities in the Project on a best effort basis only till such period the Association of the Apartment Owners is formed. The Applicant(s) shall pay proportionate charges for maintenance and upkeep of common areas and services of the Project to the Company/ its nominated agency. The Applicant(s) shall sign a separate maintenance agreement with the Company/Maintenance Agency and make a security deposit of Rs. 50 /- per sq.ft. of the saleable area of the apartment payable to the Company or the Maintenance Agency, as the case may be, for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.

Date

Place



X _____

Sole / First Applicant

X _____

Second Applicant

7. The Applicant(s) agree(s) that the Parking Spaces, provisionally reserved and if subsequently allotted to him/her/ them shall be an integral part of the Apartment which cannot be sold/ dealt with independent of the Apartment. The Applicant(s) may apply for additional Parking Space which may be allotted subject to the availability and at the prevailing price. All the clauses of the Application and the Apartment Buyers Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Spaces so allotted, wherever applicable.

8. The Applicant(s) agrees that the Company shall be entitled to forfeit / recover the monies as herein mentioned along with the interest on delayed payments processing fees and brokerage paid, if any, etc in case of non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyers Agreement and also in the event of failure by the Applicant(s) to sign and return to the Company the Apartment Buyers Agreement within thirty (30) days from the date of its dispatch by the Company. The Applicant expressly agrees and undertakes that the Applicant shall not make an application for cancellation of this booking for any reason whatsoever.

9. The Applicant(s) agrees that the Company shall be entitled to, if due to any reason whatsoever attributable to the Applicant(s) including but not limited to (a) non-compliance of the terms and conditions of this Application or Apartment Buyers Agreement or (b) failing to sign Apartment Buyers Agreement within 30 days days from the date of its dispatch by the Company or (c) on making application for cancellation of this Application or Apartment Buyers Agreement; then in that eventuality it shall be open for the Company to forfeit the monies as follows:

a. Cancellation of booking before sanction/approval of plans from the concerned authorities – 2% of Total Sale Price or Rs. 60,000/- (Rupees Sixty Thousand only) whichever is higher.

b. Cancellation of booking subsequent to the sanction/approval of plans from the concerned authorities – 5% of Total Sale Price.

c. Cancellation of booking subsequent to the signing of Apartment Buyers Agreement- 15% of the Total Sale Price.

10. The Applicant(s) agrees that time shall be the essence in respect of payment on or before due date, of Total Sale Price and other amounts payable by the Applicant(s) or as demanded by the Company from time to time.

11. The Applicant (s) agrees to comply with terms and conditions of the Application and the Apartment Buyers Agreement all the correspondence, agreements, letters etc. so issued by the Company failing which the Applicant(s) shall surrender / remit in favour of the Company the monies as per clause 9, along with the interest on delayed payment processing fee and brokerage etc. paid, if any, and the allotment / Apartment Buyer's Agreement shall stand cancelled and the Applicant (s) shall be left with no lien, right , title, interest or any claim of whatsoever nature in the Apartment and the Parking Space(s) provisionally reserved / allotted and it is not incumbent on the part of the Company to send reminders / notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in the Application and / or Apartment Buyers Agreement. The Company shall thereafter be free to provisionally reserve / sell / resell and / or deal with such Apartment and the Parking Space(s) in any manner whatsoever at its sole discretion. The excess amount(s), if any, after adjustment of the amount(s) forfeited as above would be refunded to the Applicant(s) by the Company only after realizing such amounts from resale and without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Apartment for all dues payable by the Applicant(s) to the Company.

12. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payment as per the payment plan on the condition that the Applicant(s) shall pay to the Company interest which shall be charged @ 18% per annum compounded quarterly, payable from the due date. The Company shall have the right to adjust the installment amount received from the Applicant(s) first towards the interest and other sums, if any, due from the Applicant(s) and the balance, if any, towards the Total Sale Price.

13. It is specifically clarified by the Company that the Agreement to be entered / executed by the Applicant (s) with the Company shall not be assignable by the Applicant(s) under any circumstances before the expiry of lock-in period of one year from the date of allotment of the Apartment by Company. Thereafter 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 (s) to get the name of his / her nominee substituted in his / her place subject to the payment of transfer charges

Date

Place



X _____

Sole / First Applicant

X _____

Second Applicant

which at present are fixed at Rs.100 per square ft of the super area and can be varied at the time of the transfer as per the company policy, to the Company and upon such terms and conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.

14. The Applicant(s) has seen and accepted the plans and has applied for the provisional reservation and subsequent allotment if found feasible, of the Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location of the Apartment and /or Building, floor plans and all other terms and conditions are provisional and/or tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit and also subject to changes/ modification by the competent authority. However, in case of any major alteration/ modification resulting in +/- 10% change in the Saleable Area of the Apartment or material change in the specifications of the Apartment any time prior to and /or upon the grant of occupation certificate by the Company's Architect or by the competent authority, the Applicant(s) will be duly intimated in writing by the company of such change and of the difference in the price of the Apartment to be paid by him or adjusted by the Company as the case may be. The Company shall not entertain any request for alteration of the Apartment.

15. The Applicant(s) agrees that in case the Company is unable to deliver the Apartment and/or allot Parking Space to the Applicant due to:

- a. any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
- b. if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Apartment / Building or;
- c. if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any litigation before a competent court or;
- d. due to force majeure conditions,

Then the Company may cancel the allotment of the Apartment and Parking Space in which case the Company, shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.

16. The residual or unutilized Floor Space Index (F.S.I.) / F.A.R. in respect of the said land shall always be available to and shall always be for the benefit of the Company. In the event of any additional F.S.I. in respect of the said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or otherwise, at anytime thereafter, the Company alone shall be entitled to the ownership and benefit of all such additional F.S.I. for the purpose of development and/or additions to the built-up areas on the said Property / the said Land as may be permissible. Under no circumstances, the Applicant(s) shall alter, demolish, construct or redevelop the said Apartment and/or the said Land or part thereof or use any unutilized F.S.I. available on the said Land. It is also agreed by the Applicant(s) that even after Society/Association shall have been formed in respect of the said building in which the said Apartment is located, the Company alone shall continue to retain full right and authority to develop the said Land and to utilize such the entire Floor Space Index (F.S.I.)

With respect to the utilization on the unutilized / additional F.S.I., the Company shall at all times have the right to raise additional storeys and make additional extensions in the said building and construct additional blocks in adjoining plots at any time here after. The Company shall always have the rights to use the common passage, driveways, setback spaces and amenities on the said Land for the said purpose and the Applicant(s) shall not object or cause any obstruction thereto on any ground whatsoever including nuisance, easement rights etc.

17. Subject to other terms of the Application and Apartment Buyers Agreement including but not limited to timely payment of the Total Sale Price, stamp duty and other charges by the Applicant(s), the Company shall endeavour to complete the construction of the said building/apartment within a period of 3 (three) years from the date of execution of the Apartment Buyers Agreement. The Company on completion of the construction/development shall issue a final call notice to the Applicant(s) who shall within 30 days thereof, remit all dues and take possession of the Apartment. In the event of his failure to take possession for any reason whatsoever, he/she shall be liable to bear the holding

Date

Place



X _____

Sole / First Applicant

X _____

Second Applicant

charges at the rate of Rs.5/- per sq ft. per month and all maintenance charges/ cost and any other levies on account of the allotted Apartment along with interest and penalties on the delayed payment. In case the Applicant(s) fails to take possession of the Apartment within 30 days from the date of notice to take possession, then the Company shall be entitled to cancel the booking of the Apartment and to forfeit the monies as per clause 9 and claim the holding charges @ Rs. 5/- per sq. ft. and the Applicant(s) shall be left with no right title or interest in the said Apartment.

18. If the Company for any reason whatsoever, becomes eligible for additional development rights any time during the course of construction and/or after the completion of the Complex, the Company shall have the exclusive right to take up or complete such further construction, notwithstanding the said area being designated as Common Land Area/ Limited Common Areas or otherwise and the Applicant(s) shall not stake any claim over the Common Land Areas. The Applicant hereby gives his irrevocable consent in favour of the Company authorizing the Company to carry out such addition or alteration by way of additional and further construction on any portion of the Land or building or terrace.

19. The Applicant(s) shall not have any right over and in respect of the covered and uncovered open spaces and/or Parking spaces in the Complex, save and except the area/spaces as are specifically agreed to be allotted/ sold to the Applicant(s) by the Company.

The Applicant(s) shall not be entitled to any right in respect of other area and space in the Complex save the right to use the common areas as may be necessary for the ingress and egress of men and materials to and from the Apartment(s) and/or for utility pipes, cables and lines to be installed in the Apartment(s).

20. All kinds of taxes including Central / State Sales Tax, V.A.T., Works Contract Tax, Service Tax, in respect of the transaction here in contemplated including either as a whole or a part of any inputs or materials or equipments used or supplied in execution of or in connection with the construction/ sale of the said Apartment or provision of amenities, facilities etc by the Company, shall be paid by the Applicant(s) to the Company like all other payments due hereunder, and the Applicant(s) shall keep the Company duly indemnified in respect of all liabilities under the same. If such charges or taxes are increased (including with retrospective effect) after the sale deed / lease has been executed then these charges or taxes shall be treated as unpaid sale price and the company shall have lien on the said Apartment of the Applicant(s) for the recovery of such charges.

21. All stamp duties and registration charges and all other incidental and legal expenses for the execution and registration of the Apartment Buyers Agreement/Sale Deed of the Apartment shall be borne and paid by the Applicant(s) as and when demanded by the Company. The Company shall endeavour to give possession of the Apartment to the Applicant(s) within three (3) years from the date of execution of the Apartment Buyers Agreement. The Company shall handover the possession of the Apartment by intimating in writing the Applicant(s) of the receipt of the certificate for use and occupation of the Building/ Apartment from the Company's Architect or from the Competent Authority and after receipt of all payments due and the charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Apartment and Parking Space(s) allotted to him/her failing which the Company may in its sole discretion cancel the allotment and forfeit the monies as per clause 9, delayed payment interest, etc. and refund the balance amount, if any, without any interest upon realization of money from sale/ re-allotment to any other party.

22. The Applicant (s) agrees that all remittances, acquisitions, transfer, refund, 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 / Applicant(s) to abide by the same. The Company accepts no responsibility in this regard.

23. The Applicant(s) agrees to inform the Company in writing any change in the mailing address mentioned in the Application failing which all demands, notices, etc. by the Company shall be mailed to the address given in the Application and deemed to have been received by the Applicant(s). In case of joint applicants communication sent to any one of the Applicants in the Application shall be deemed to have been sent to all the Applicant(s).

24. The Applicant(s) agrees that the proposal / Application is purely on provisional and tentative basis and the

Date

Place



X _____

Sole / First Applicant

X _____

Second Applicant

Company may at its sole discretion decide not to allot any or all the Apartments in the Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute / claim any right / title / interest on the acceptance of the proposal and receipt of the initial token money being received by the Company with the proposal from the Applicant(s).

25. The Applicant (s) 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 Apartment and creating charge on the Project Land subject to the 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. However, non-release of bank loan on delay in disbursement of loan to the Applicant(s) shall not be a ground for delay in making payment by the Applicant(s) as per the Payment Schedule. The Payment Plan shall not be altered in such a contingency.

26. The Applicant(s) agrees that the Company shall have the right to transfer ownership of the Complex in whole or in parts to any other entity such as any partnership firm, body corporate whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) agrees that he shall have no right to raise any objection in this regard.

27. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement shall supersede the terms and conditions as set out in the Application and that the Company shall incorporate additional terms and conditions in the Apartment Buyers Agreement/ Allotment Letter over and above the terms and conditions of provisional allotment as set out in this Application.

28. All or any disputes arising out or touching upon or in relation to the terms of the application and/ or Apartment Buyers Agreement including the interpretation and validity of the terms thereof and the rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The Venue of arbitration shall be New Delhi and it shall be held by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at New Delhi alone shall have the jurisdiction over the disputes arising out of the Application / Apartment Buyers Agreement.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We have understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which shall supersede the terms and conditions set out in this Application. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders notices in respect of our obligations as set out in the Application and/ or Apartment Buyers Agreement and I/ We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained herein and/ or Apartment Buyers Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and implications, I have now signed the Application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of the monies as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/ our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided herein, I/ We shall be left with no right, title, interest or lien on the Apartment applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date Place X
SIGNATURE OF THE INTENDING ALLOTTEE(S)

Date X
Sole / First Applicant

Place X
Second Applicant



CENTRUM PARK - PAYMENT PLAN

PRICES

Basic Selling Price of Apartment	As Applicable
PLC (Preferential Location Charges)	As Applicable
EDC & IDC (External & Internal Development Charges)	As Applicable
Parking	As Applicable
MS (Maintenance Security)	Rs. 50/- per sq.ft.

CONSTRUCTION LINKED PAYMENT PLAN

On Booking	Rs. 1 Lac
Within 30 days of Advance towards Booking	10 % of Sale Price (less Rs. 1 Lac)
On approval of plans	15% of Sale Price + 25% of PLC + 25% of EDC & IDC
On Commencement of Basement Slab	15% of Sale Price
On Commencement of First floor Slab	15% of Sale Price + 25% of PLC + 25% of EDC & IDC
On Commencement of Third Floor slab	10% of Sale Price
On Commencement of Fifth floor Slab	10% of Sale Price + 25% of PLC + 25% of EDC & IDC
On Commencement of Seventh floor Slab	10% of Sale Price
On Commencement of Finishing work	10% of Sale Price + 25% of PLC + 25% of EDC & IDC
On offer of handing over Possession	5% of Sale Price + MS + Stamp duty

Sale Price = Basic Selling Price x Area + Parking

The PLC (Preferential Location Charges) applicable are as follows :

For 1st Floor: Rs. 150/- sq.ft. Penthouses: Rs. 200/- psf
2nd Floor: Rs. 100/-sq.ft. Park/Club Facing: Rs. 100/-sq.ft.

Other Miscellaneous Payments

Electricity, Sewer, Water and other Miscellaneous / Incidental Deposit --As applicable

Date

Place



x _____

Sole / First Applicant

x _____

Second Applicant

NOTES

1. Stamp duty, Registration charges, Documentation charges and other charges as applicable shall be payable along with the last installment as applicable.
2. The prices, terms and conditions stated herein are merely indicative with a view to acquaint the applicant and are not exhaustive.
3. If Applicant(s) books an apartment after the 1st launch date, the entire outstanding amount of the installments valid till that date shall have to be paid within 30 days of the booking.
4. The construction schedules shown are indicative and approximate & do not affect the due date of payment of installment. Company at its sole discretion may suspend the installment (s) collection if it feels that the construction of the project is delayed beyond two months.
5. Along with an Apartment, 1 Covered Car parking, is mandatory for 2 BHK and 3 BHK and 2 Car Parking for 4 BHK & above as may decided by the Company.
6. The Applicant(s) shall initially be required to take membership of the club. The Applicant(s) shall pay the following amounts:
 - a) Membership fee = As Applicable
 - b) Annual Club Charges = As ApplicableThe above mentioned amounts shall be paid as and when demanded by the Company. The actual usage will be payable as per the usages and services availed by the Applicant(s) and the Applicant(s) shall be required to sign the necessary documents for membership of the club, which shall contain the detailed terms and conditions.
7. The Total Sale Price does not include the cost of electric fittings, fixtures, electric and water meter as well as the charges for water and electricity connection
8. Prices indicated above are subject to revision from time to time at the sole discretion of the Company.

Date

Place



x _____

Sole / First Applicant

x _____

Second Applicant



OFFICE ADDRESS

SITE ADDRESS
Sector 103, Gurgaon

