



LUXURY MADE SIMPLE

APPLICATION FORM

Date _____

To
M/s. Zakspaces & Interiors Private Limited,
161/1C, W-3, Western Avenue Lane,
Sainik Farms , Delhi, India - 110062

SUBJECT: Application for Provisional Registration of Residential Independent Floors in your Project 'Ivory Arches' in Vatika India Next-II, Sector 88B, Gurgaon.

Dear Sir(s),

I/we am/are desirous of obtaining allotment of Residential Independent Floors in 'IVORY ARCHES' the Residential Independent Floors of your company in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana. I/we am/are enclosing cheque/draft/pay order bearing No. _____ dated _____ or ₹ _____ (Rupees _____ only) drawn on _____ (bank & branch) in favour of M/s. Zakspaces & Interiors Private Limited which may very kindly be treated as advance payment for registration/booking. I/we am/are request that I/we may be provisionally allotted Residential Independent Floors tentatively measuring _____ sq.ft. or _____ sq.mtr. (carpet area). I/we understand that the provisional allotment shall be subject to timely execution of various documents required by M/s. Zakspaces & Interiors Private Limited including compliance with broad and indicative terms and conditions set out hereinafter.

My/our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole/First)
Son/Wife/Daughter of
Mailing Address
Telephone No. Fax No.
E-mail Mobile No.
Residential Status: Resident/Non-Resident Indian/.....
Foreign National or Indian Origin
Nationality Pan No.

2. Second Applicant
Son/Wife/Daughter of
Mailing Address
Telephone No. Fax No.
E-mail Mobile No.
Residential Status: Resident/Non-Resident Indian/.....
Foreign National or Indian Origin
Nationality Pan No.

DECLARATION

I/we, the undersigned applicant (sole/first and second applicant), do hereby declare that the above-mentioned particulars/information given by me/us are true and correct to my/our knowledge and no material fact has been concealed there from.

Name of the applicant(s)

1. Sole/First Applicant
2. 2. Second Applicant

Signature(s)

Place: Date:

NOTES

All Drafts/Cheques are to be made in favour of M/s. Zakspaces & Interiors Private Limited Payable at Gurgaon.

The Drafts/Cheques are accepted subject to realisation.

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL INDEPENDENT FLOORS IN "IVORY ARCHES" PROJECT COMPRISED IN VATIKA INDIA NEXT-II, SECTOR 88B, GURGAON, HARYANA.

The terms and conditions given below are tentative and indicative in nature with a view to acquaint the Applicant with the terms and conditions as comprehensively set out in the Unit Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

TERMS AND CONDITIONS

1. That the Applicant has made this application for allotment of Residential Independent Floors in Ivory Arches (herein after referred to as "Ivory Arches") situated in Vatika India Next-II, Sector 88B, District Gurgaon, Haryana with full knowledge of and subject to all the law/notifications and rules applicable to this area in general and this project in particular which have been explained by M/s. Zakspaces & Interiors Private Limited (herein after referred to as "Company"), and understood by the Applicant.
2. That the Applicant has satisfied himself/herself about the interest and right of the Company in the land on which the said Residential Independent Floors is being constructed and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her in this respect.
3. That the consideration for the aforesaid Premises is exclusive of External Development Charges ("EDC"), Infrastructure Development Charges ("IDC") as specified by the Director, Town and Country Planning, Government of Haryana, Chandigarh, However, in case there is any increase or enhancement in the EDC/DC charges, the same shall be payable by the Applicant on top rate back of the saleable areas/page area of the Applicant(s). That the Applicant agrees that he/she shall pay the price of the Residential Independent Floors and other charges like EDC/IDC and PLC. The applicant undertakes to pay any other future charges/cess/levies by whatever name called, including service tax or any other statutory demand that may be levied/demanded by the Competent Authority in future.
4. That in case the Company is not in a position to make the offer of allotment for Residential Independent Floors within a period of _____ months from the date of present application for any reason whatsoever, applicant shall only be entitled to refund of the advance amount for the provisional registration paid by applicant along with simple interest at the rate of age per annum from the date of payment of such advance. The applicant shall have no right, claim or interest of whatsoever nature or kind in the project or Residential Independent Floors.
5. That the External Development Charges (EDC) and Infrastructure Development Charges (IDC) for the purpose of external services which is to be provided by the Haryana Govt. have been charged as per the present rate used by the Haryana Government and in case of any increase in these charges in future the same shall be borne and paid by the Applicant as and when demanded by company.

6. The Applicant agrees that out of the amount(s) paid/payable by him/her towards the Sale Consideration, the Company shall treat 10% of the Sale Consideration as Booking Amount to ensure fulfilment, by the Applicant, of the terms and conditions as contained in this application and the Unit Buyer's Agreement.
7. That the Applicant hereby authorizes the Company to forfeit this Booking Amount along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfilment of the terms and conditions contained in application for allotment submitted by the applicant as well as terms here in contained and those of the Unit Buyer's Agreement and also in the event of failure by the Applicant to sign and return to the Company the Unit Buyer's Agreement and maintenance agreement within thirty (30) days of its dispatch by the Company.
8. That if the choice submitted by the applicant along with this booking form is dishonored then the registration will be cancelled and the company will not be under any obligation to inform the applicant about the dishonor of the cheque or cancellation of booking.
9. (a) Subject to the Applicant having complied with all the terms and conditions of the Unit Buyer's Agreement, Rules, Bye-laws and other statutory provisions, the Company shall hand over the Residential Independent Floors to the Applicant as provided in Unit Buyer's Agreement. In the event the Company fails to deliver the possession of the Residential Independent Floors to the Applicant within the stipulated time period and as per the terms and conditions of the Unit Buyer's Agreement, then the Company shall pay to the Applicant compensation as set out in Unit Buyer's Agreement.

(b) That the Applicant shall take the possession of the Unit within 30 days from the date of notice for offer of possession, failing which the Applicant shall be deemed to have taken the possession of the Residential Independent Floors. In such a case the Company shall not be responsible for any loss, damage, trespassing in the said unit, occasioned due to the failure of the Applicant to take possession within the stipulated time. Furthermore, the Applicant consents and undertakes that he/she shall be liable to pay to the Company, holding charges as set out in Unit Buyer's Agreement.

(c) That the Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Unit Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings, etc., required for the purpose.
10. That the possession of the Unit shall only be offered after the Applicant shall pay, the entire sale consideration, the stamp duty, registration charges, service tax, applicable cess, levies and all other incidental charges, interests, penalties and legal expenses for execution and registration of the Sale Deed/Conveyance Deed of the Residential Independent Floors in favour of the Applicant. The sale deed for the Residential Independent Floors shall be executed and got registered upon receipt of the full Sale Consideration and other dues, interests, penalties or charges and expenses as may be payable and demanded from the Applicant in respect of the said Residential Independent Floors.
11. The Applicant shall pay, as and when demanded by the Company, initial electricity connection charges, meter procurement and installation charges, power back-up charges and any other charges as may be payable or demanded from the Applicant in respect of the unit. The

Applicant undertakes that he/she shall become a member of any Association/Society of said Colony as may be formed by the Company on behalf of unit Buyers as and when asked to do so.

12. Time is the essence with respect to the Applicant's obligations to pay the Sale Consideration as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Unit 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 Unit Buyer's Agreement. It is clearly agreed and understood by the Applicant that it must not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the Schedule of Payment or obligation to be performed by the Applicant.

In case of delay of more than 30 days in making payment by the Applicant as per the terms of Schedule of Payment, the Company shall have the right to terminate the Allotment/Agreement and forfeit the Booking Amount. The Company shall also be entitled to charge interest @ 24% p.a. from the due date of installment, as per the Schedule of Payments, till realization of payment. It is expressly agreed by the Applicant that the Company shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.

However, the Company may at its sole discretion, waive its right to terminate the Allotment/Agreement, and recover all the payments and seek specific performance of the Agreement. In such a case, the Parties agree that the possession of the unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Company.

13. That the Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his/her/their unit subject to the unit being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/charge on the said unit for all its dues and other sums.
14. The Applicant hereby covenants with the Company to pay from time to time as at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of application for sale. The Applicant expressly agrees to keep the Company and its agents and representatives, estate and effects, indemnified and transferred in respect of the said payments and observances and performance of the said covenants and conditions and also 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.
15. That it is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of Non-Resident Indian (NRI)/Person of Indian (PID) to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof, and will provide the Company with such permissions, approvals which would enable the Company to fulfill its

obligations under this Application or Builder Buyer Agreement. Any refund, transfer of security provided in terms of the Builder Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act (FEMA), 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Laws, statutory provisions and amendment thereof. The Applicant understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act (FEMA), 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

16. That the Applicant shall inform the Company in writing any change in the mailing address mentioned in this application falling which all demands, notices etc. by the Company shall be mailed to the address given in this application and deemed to have been received by the Applicant, in case of Joint Applicants all communication shall be sent to the first named Applicant in this application. In case of Applicant do not furnish changed address or contact details, the Company have the right to serve notice for rejection/termination of this application on the last known address of the Applicant.
17. The Applicant agrees and undertakes that the Applicant shall not sell, transfer, assign or part with his/her/their right, title, or interest, in the said unit or any portion thereof, till the formalities pertaining to allotment of the said unit are made in this favour, and until all the dues payable to the Company are fully paid. Applicant may get the name of his/her/their nominees(s) substituted in his/her/their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant shall pay to the Company transfer charges as applicable from time to time.
18. That in case the applicant does not accept the allotment of Residential Independent Floors as intimated by the company or does not sign the application form or any other document as required by the company for any reason, the company reserves the right to forfeit the amount so paid along with this application and refund the balance, if any, to the applicant and the applicant shall have no right, claim or interest of whatsoever nature or kind in the project.
19. That the applicant shall be bound to make timely and regular payment of maintenance charges to the company/nominated maintenance agency and also to execute detailed agreement containing terms and conditions for rendering of aforesaid services. The applicant shall only be entitled to keep his/her allotment subsisting upon regular payment of maintenance charges in their entirety. The applicant admits and acknowledges that non-payment of maintenance charges or any other dues to the maintenance agency, non-execution of the maintenance agreement within the period stipulated by the company or any other violation of terms of maintenance agreement shall entitle the company to cancel the allotment of the unit notwithstanding the fact that no particular breach of terms of allotment contained in Builder Buyer Agreement has been committed by the applicant.
20. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the Builder Buyer Agreement shall supersede the terms and conditions as set out in this application. That for all interests and purposes and for the purpose of the terms and

conditions set out in this application, singular includes plural and masculine includes the feminine gender.

21. That in the event of any dispute or difference arising directly or impliedly from this agreement or concerning the sale of the unit and/or enjoyment of any right/facility/easement pertaining to the same, the same shall be subject to jurisdiction of courts at Gurgaon alone.
22. That the Applicant agrees that sale of the unit is subject to force majeure which Inter-alia, include delay on account of non-availability of any construction material for development purpose or disturbed water supply or electric power or non-availability of the same or slow down, strike of workers or dispute with an agent involved in project, civil commotion and unrest, by reason of war or enemy action, earth quake or any act of God. Also in delay in decision or clearance from Concerned Statutory Body or if non-delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said unit on account of force majeure circumstances details of which shall be set out in Builder Buyer Agreement.
23. In case allotment is made in my/our favour by the Company, in that event I/we shall make payment of installments in accordance with schedule appended to this application.
24. I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we 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 Builder Buyer Agreement which shall supersede the terms and conditions set out in this application.
25. That the applicant has read and understood the afore-stated terms and conditions of allotment and has appended his signatures on the same in confirmation and acknowledge of their category acceptance.

SIGNATURE OF THE APPLICANT(S)

PLACE: _____

DATE: _____

Zakspaces & Interiors Private Limited
161/1C, W-3, Western Avenue Lane Sainik Farms, Delhi, Delhi, India - 110062
E: jmgusain@sprygroup.co.in | T: +91-9810598053

ANNEXURE 'B'-BREAK UP OF TOTAL SALES PRICE AND PAYMENT PLAN

1. Payment Plan no. 1

| S.no. | Installment | Percentage of total consideration | Amount (in Rs.) | Due Date | Interest | Balance Payable (in Rs.) |
|--------------|--|--|------------------------|-----------------|-----------------|---------------------------------|
| 1. | On Booking | - | 10,00,000 | | | |
| 2. | Within 30 days of Booking | 10% (less Booking Amount) | | | | |
| 3. | Within 60 days of Booking | 10% | | | | |
| 2. | Within 15 days of Completion of Carpet Structure | 30% | | | | |
| 3. | On Offer of Possession | 50% | | | | |
| | Total Payable | | | | | |

OR

2. Payment Plan no. 2

| S.no. | Installment | Percentage of total consideration | Amount (in Rs.) | Due Date | Interest | Balance Payable (in Rs.) |
|--------------|---------------------------|--|------------------------|-----------------|-----------------|---------------------------------|
| 1. | On Booking | - | 10,00,000 | | | |
| 2. | Within 60 days of Booking | 30%(less Booking Amount) | | | | |
| 3. | On Offer of Possession | 70% | | | | |

OR

3. Payment Plan no. 3

| S.no. | Installment | Percentage of total consideration | Amount (in Rs.) | Due Date | Interest | Balance Payable (in Rs.) |
|--------------|---------------------------|--|------------------------|-----------------|-----------------|---------------------------------|
| 1. | On Booking | - | 10,00,000 | | | |
| 2. | Within 60 days of Booking | 50%(less Booking Amount) | | | | |
| 3. | On Offer of Possession | 50% | | | | |