



burman GSC

Pride of Ownership



Application Form

**for Shops / Commercial Space in The Spectrum Plaza
at Gurgaon Spectrum Centre**



APPLICATION FOR BOOKING OF SHOPS/COMMERCIAL SPACE IN
THE SPECTRA PLAZA AT GURGAON SPECTRUM CENTRE, SECTOR 82A, GURGAON

Burman GSC Estate Pvt Ltd
B-1/E-24, Mohan Co-operative Industrial Area,
Mathura Road
New Delhi-110044

Dear Sir,

I/we (also referred to as the "Applicant") may be allotted a shop/commercial space (s) in your Commercial Complex named as The Spectra Plaza at Gurgaon Spectrum Centre, Sector-82A, Gurgaon under your Down Payment/Instalment Payment/ Assured Return Plan (strike off, whichever is not applicable)

I/We enclose herewith a sum of Rs. _____ (Rupees _____ only) vide Cheque / No. (s) _____ dated _____ drawn on _____ in favour of "Burman GSC Estate Pvt Ltd" as the booking amount/part of earnest money.

In the event, Burman GSC Estate Pvt Ltd (hereinafter referred to as Company) agree to allot shops/commercial space (s), I /We agree to pay further instalments of sale price and all other dues as stipulated in this application and in the Builder Buyer's Agreement and the Payment Plan as attached in Annexure-A.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I /we do not become entitled to the final allotment of shop(s)/ commercial spaces notwithstanding the fact that the company may have issued receipt(s) in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the builder buyer's agreement on the company's standard format agreeing to abide by the terms & conditions laid down therein that the allotment shall become final and binding upon the company. If however, I/we withdraw/cancel this allotment or I/ we fail to execute and return the Builder Buyer's Agreement within 15 days from the date of receipt, then the company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us shall stands forfeited.

I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and have not been influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project, services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for booking.

I/We declare that I/we have fully satisfied myself/ourselves about the right, title and interest of the Company and its Associate/Group Companies with respect to the land on which the Project is to be constructed as well as the approvals/consents/sanctions/license granted by the Director General Town and Country Planning (DGTCP) and/or any other government authority and the competency of the Company and its Associate/Group Companies to develop and sell the aforesaid Serviced Apartment Unit. I/We have understood all the limitations and obligations of the Company with respect to the same. I/We have undertaken requisite inquiry and also obtained legal opinion in this regard and satisfied myself /ourselves in all respect and on our volition entering into this agreement.

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us here from. I/We have fully read and understood the abovementioned terms and conditions and agree to abide by the same. I/we agree to abide by the terms & conditions of this application including those pertaining to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of Builder Buyer Agreement within the period stipulated therein.

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

PERSONAL DETAILS FORM

Sole/First Applicant _____

 Son of/Daughter of/Wife of _____

 Mailing Address _____

 _____ Pin Code _____
 Telephone _____ Mobile _____ Fax _____
 E-mail _____
 Residential Status (Tick One) Resident ☐ NRI ☐ PIO ☐ Passport Number _____
 Income Tax Permanent Account Number _____ Nationality _____
 Age ☐ Professional ☐ Self Employed ☐ Service ☐ Birth Date _____

Affix the photograph

Second Applicant _____

 Son of/Daughter of/Wife of _____

 Mailing Address _____

 _____ Pin Code _____
 Telephone _____ Mobile _____ Fax _____
 E-mail _____
 Residential Status (Tick One) Resident ☐ NRI ☐ PIO ☐ Passport Number _____
 Income Tax Permanent Account Number _____ Nationality _____
 Age ☐ Professional ☐ Self Employed ☐ Service ☐ Birth Date _____

Affix the photograph

Third Applicant _____

 Son of/Daughter of/Wife of _____

 Mailing Address _____

 _____ Pin Code _____
 Telephone _____ Mobile _____ Fax _____
 E-mail _____
 Residential Status (Tick One) Resident ☐ NRI ☐ PIO ☐ Passport Number _____
 Income Tax Permanent Account Number _____ Nationality _____
 Age ☐ Professional ☐ Self Employed ☐ Service ☐ Birth Date _____

Affix the photograph

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

DETAIL OF UNIT FOR PROVISIONAL ALLOCATION (Annexure-A)

Tentative Unit No. _____ Floor _____ Super Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____
 Parking Space(s) No(s). _____

UNIT PRICE

- Basic Price @ Rs. _____ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. _____ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. _____ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. _____ per Square Feet/per Square Metre
- Exclusive Right to Use Charges Rs. _____ (Rupees _____ only)
 for _____ covered parking space (fixed)

Payment Plan Opted: Construction Linked Plan

- Note: 1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of "Burman GSC Estate Pvt Ltd." payable at New Delhi.
2. Allotment to Non-Resident and Nationals of Indian Origin shall be subject to laws of Republic of India.
3. For Non-Residents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above particulars /information /details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours Faithfully

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant

Channel Partner, (if any), Name:

(Sign and put rubber stamp)

Telephone / Mobile Number:

Permanent Account No. _____ Service Tax No. _____

FOR OFFICE USE ONLY

Provisional Allocation of Unit

Application: Accepted/Rejected

Tentative Unit No. _____ Floor _____ Super Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____
 Parking Space(s) No(s). _____

- Basic Price @ Rs. _____ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. _____ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. _____ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. _____ per Square Feet/per Square Metre
- Exclusive Right to Use Charges Rs. _____ (Rupees _____ only)
 for _____ covered parking space (fixed)
- Payment Plan _____
- Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details _____
- Special Instructions/Remarks _____

Signature (Receiving Officer)

Signature (Inventory)

Business Development Seal

PAYMENT PLAN

COMFORT PAYMENT PLAN

S.No	Parameters	Details
1.	On Booking	Rs. 5,00,000/-
2.	Within 30 days of booking	Complete 10% of BSP (minus booking amount)
3.	Within 60 days of booking	10% of BSP
4.	Within 90 days of booking	10% of BSP plus 50% of Car Parking
5.	On completion of super structure or 18 months of booking, whichever is later	40% of BSP plus 50% of Car Parking
6.	On offer of possession	30% of BSP+ EDC/IDC+ IFMD/IFMS+ SD+RC etc.

NOTES:

- Lockin period of six months (6 months) from the date of launch
- Service Tax shall be payable as per the Government rules and regulations and shall be payable with each instalment(s).
- EDC & IDC and other incidental charges thereon are as presently applicable. Future upward/downward revision by the Government shall be charged/ refunded as in case may be.
- Price subject to revision at the sole discretion of the company.
- Payments to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in the favour of "Burman GSC Estate Private Limited" payable at New Delhi.
- IFMD (Interest free maintenance deposit/Interest free maintenance security, SD (Stamp Duty Charges), RC (Registration Charges) etc. and all other charges as specified in application form or builder buyer's agreement. It will be demanded at the applicable stage.

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

SCHEDULE-I

KEY INDICATORS FOR ALLOCATION OF SHOP/COMMERCIAL SPACE IN THE SPECTRA PLAZA AT GURGAON SPECTRUM CENTRE, SECTOR 82-A, GURGAON, HARYANA

The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as 'Intending Allottee') with the Terms and conditions as may be comprehensively set out in the Builder Buyer Agreement which upon execution shall supersede the terms and conditions as set out in this application. The Intending Allottee shall sign all the pages of this application as a token of his/her acceptance of the same.

1. The Intending Allottee(s) agrees that he/she has applied for allotment of a shop(s)/ commercial space(s) with full knowledge of all the laws/notifications and rules applicable to the locality in general and The Spectra Plaza (hereinafter referred to as 'Complex') in particular which have been explained by the Company and understood by him/her.
2. The Intending Allottee(s) has satisfied himself/ herself about the interest and title of the company in the land on which the said Complex is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree that there will not any further investigations or objections by him/her in this respect.
3. The Intending Allottee(s) agrees that he/she shall pay the price of the shops/ commercial space(s) and other charges calculated on the basis of super area which is understood to include pro rata interest of the common areas in the Complex only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area of the commercial space(s) given in this application is tentative and subject to change as directed by the competent authority. The definition of super area of the shop(s)/ commercial space(s) shall be more clearly defined in the Builder Buyers' Agreement and the Intending Allottee(s) agree(s) to accept the same and upon execution of that agreement the method of calculation of super area stated therein shall become binding on both the parties.
4. The Company has calculated the total price payable by the Intending Allottee for the said shop(s)/ commercial space(s) on the basis of its super area which comprises of the shop(s) / commercial space(s) area and the proportionate undivided share in the common areas and facilities within the said Complex only. In addition though not forming a part of the computation of super area for which price is charged, the Intending Allottee shall have the ownership of undivided proportionate share of the land underneath the footprint of the complex of the said complex only calculated in the ratio of super area of his/her shop(s)/commercial space(s) to the total super area of all the shop(s)/ commercial space(s) in the Complex only. The Intending Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee shall have any right, title or interest of any kind whatsoever in any land, building, common areas, facilities and amenities falling outside the land underneath the said Complex save and except the use of common areas (for the purposes of direct exit to a nearest public street/ nearest road only) to be identified by the Company in its sole discretion and such Identification by the Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee.
5. It is made clear by the Company and agreed by the Intending Allottee that all rights including the ownership thereof of land(s), leasing, facilities and amenities (other than those within the said Complex and the land underneath the said complex only), 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 right in favour of any

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

other party by way of sale, transfer, lease, collaboration, paid venture, operation and management or any other mode including transfer to Government/ semi Government, any other authority, body, any person, institution, trust and/ or any other local body (ies) which the company may deem fit in its sole discretion. The company relying on this specific undertaking of the intending Allottee in the application may agree to allot the shop(s)/ commercial space(s) and this undertaking shall survive throughout the occupancy of the commercial space(s) by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.

6. The commercial space along with the said complex in which the said commercial space is located may be subject to the provisions of the Haryana Apartment Ownership Act, 1983 or any such other statutory enactment or modifications as and when brought into force. The common areas and facilities and the undivided interest of each commercial space owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983 shall be conclusive and binding upon the commercial space owners and the Intending Allottee agrees and confirms that his/her right, title and interest in the said Commercial space shall be limited to and governed by what is specified by the Company in the said declaration and in no manner shall confer any right, title or interest in any lands, facilities, amenities and building outside the land underneath the footprint of the said Complex in which the said commercial space is located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/association of the commercial space owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
7. It is made clear by the Company and specifically understood by the Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land underneath the footprint of the said complex and/ or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his/her commercial space's value to the total value of the said Complex(s) Project/ scheme, as the case may be, and that the Intending Allottee agrees not to raise any objections in this regard.
8. The Intending Allottee hereby agrees to pay additionally as preferential location charges (if applicable) for preferential location as described in this application and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout/building plan, the said shop(s) commercial space(s) ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last instalment as stated in the payment plan. If due to any change in the layout/building plan, the shop(s)/ commercial space(s) becomes preferentially located, then the Intending Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the payment plan.
9. The payment of all statutory dues including EDC and IDC have been factored in the total Price of the said shop(s)/ Commercial Space(s). Any enhancement in the same or any other such Statutory dues by whatever name called, even with retrospective effect, shall be payable by the intending Allottee in proportion to the super area of the said shop(s)/ Commercial Space(s) to the total area of all such units subjected to such EDC/ IDC. The pro rata demand made by the

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

Company to the Intending Allottee with regard to such dues shall be final and binding. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application/Agreement and the Company shall be entitled to cancel the Allotment/ Agreement and forfeit the Earnest Money along with the Non Refundable Amounts.

10. The Intending Allottee also agrees to pay all Govt. rates, cesses, charges, property tax, wealth tax or taxes of all and any kind by whatever name called, whether levied, or liveable now or in future, as the case may be from the date of this application in proportion to the super area of the shop(s)/commercial space(s) prior to the execution of the sale deed/conveyance deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the shop(s)/ commercial space(s) and the Company shall have lien on the said shop(s)/ commercial space(s) of the Intending Allottee for the recovery of such charges. In case the property tax is assessed separately in respect of the individual shop(s)/ commercial space(s), then the Intending Allottee shall pay the said tax directly to the concerned authority.
11. The Intending Allottee agrees that car parking spaces, if allotted shall be an integral part of the commercial space applied herein and the Intending Allottee shall not be entitled to sell/deal with the car parking space(s) independent of the commercial space. All clauses of this application and Builder Buyer's Agreement pertaining to allotment, cancellation etc. shall apply mutatis mutandis to the said parking space(s) wherever applicable. It has been made clear to the Intending Allottee that the reserved car parking space as set out in Payment Plan, allotted to him/her for exclusive use is limited common area appurtenant to his/her commercial space and reserved for his/her use only to the exclusion of other occupants in Complex. The Intending Allottee hereby undertakes that he/she shall not make any claim whatsoever on the reserved parking space(s) allotted to other occupants in the Complex. As reserved parking space is an integral amenity of the shop(s)/ / other commercial space(s), the Intending Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of shop(s)/ commercial space(s).
12. The Company and the Intending Allottee hereby agree that the Earnest Money for the purpose of this application and Builder Buyers 'Agreement shall be 10% (Ten percent) of the total consideration of the shop(s) / commercial space(s). The Intending Allottee hereby authorizes the Company to forfeit the earnest money along with other non-refundable amounts e.g. interest on delayed payments, interest on instalments, brokerage, etc. in case of non-fulfilment of the terms and conditions herein contained and those of the Builder Buyers 'Agreement.
13. The payment on or before due date, of sale price and other amounts payable by the Intending Allottee as per the payment plan accepted by the Intending Allottee or as demanded by the Company from time to time is the essence of this application and the Builder Buyer's Agreement.
14. It is specifically made clear by the Company and understood by the Intending Allottee that there shall be restrictive guidelines/covenants regarding interior fit outs in the Builder Buyer's Agreement and no conveyance deed shall be executed in case of any non-compliance completion of guideline(s) of interior fit outs or in such regard not being adhered to by the intending Allottee.
15. It shall be incumbent on the Intending Allottee to comply the terms of payment and/or other terms and conditions of the Builder Buyers 'Agreement failing which the company shall forfeit the earnest money, along with non-refundable amounts e.g. interest on delayed payment, brokerages, etc. and the allotment/ Builder Buyers' Agreement shall stand cancelled and the Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

shop(s)/ commercial space(s) along with parking space(s). The Company shall thereafter be free to resell and/or deal with the said shop(s)/ commercial space(s) in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the earnest money & other refundable amounts would be refunded to the Intending Allottee by the Company only after realizing such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the said shop(s)/ commercial spaces(s) for all its dues payable by the Intending Allottee to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee in not making payments as per the payment plan but on the condition that the Intending Allottee shall pay to the Company, Interest which shall be charged @ 18% per annum for the period of delay.

16. 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 Intending Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The Intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Intending Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the shop(s)/ commercial spaces. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/ transfer/ assignment of the Shop(s)/ Commercial space(s) by any authority, the Company will have to comply with the same and the Intending Allottee has specifically noted the same.
17. The Intending Allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and Perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects indemnified and harmless against the said payments and observance performance of the said covenants and conditions and also against any loss and 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 intending Allottee.
18. It is abundantly made clear that in respect of all remittances/acquisitions/transfers of the said shop(s)/ commercial space(s) it shall be the sole responsibility of non-resident/ foreign nationals of Indian origin to comply 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 provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this application or Builder Buyers' Agreement. All remittances shall be made by way of cheque/demand drafts payable at Gurgaon. The Company shall not be responsible towards any third party making payment/ remittances on behalf of any Intending Allottee and such third party shall not have any right in the application/allotment of the said Commercial spaces herein in any way. Any refund, transfer of security If provided In terms of the Builder Buyer's Agreement 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, The Intending Allottee understands and agrees that in the event of any failure on his/her 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, 1999 as amended from time to time. The Intending Allottee shall keep the Company fully Indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

19. It is clearly understood and agreed by the Intending Allottee that the Company has the absolute and unrestricted right over all the signage areas for Display Board, Hoardings, Illuminated signboards, neon Sign, etc. in the atrium, lift lobbies, corridors, basements, parking spaces front and rear facade of the Building and has absolute authority to deal with the same in any manner whatsoever.
20. The Intending Allottee hereby agrees to comply with all the Laws as may be applicable to the said shop(s)/ other commercial space(s) including but not limited to the provisions of Environment Protection Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc. in respect of his said shop(s)/ commercial space(s) and the Intending Allottee shall always remain solely responsible for the consequence of non- compliance of the aforesaid Acts/Rules.
21. The intending Allottee shall inform the Company in writing any change in the mailing address mentioned on 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 Intending Allottee. In case of joint Allottees, all communication shall be sent to the first named Allottee in this application.
22. The Intending Allottee agrees that the sale of the shop/commercial space is subject to force majeure clause which Inter alia include delay on account of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice order, rule or notification of the government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee for the period of suspension of scheme.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.
23. The Company reserves the right to transfer ownership of the said Complex in whole or in parts to any other entity such as Partnership firm, Body Corporate(s), Association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion and the intending Allottee agrees that he/she shall not raise any objection in this regard
24. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Commercial Space/commercial shop shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/nominees of the said commercial space as the said obligations go along with the said commercial space for all intents and purposes.

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant

25. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Builder Buyers' Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion. The Courts at Gurgaon alone shall have the jurisdiction.
26. That 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 the feminine gender.

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 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 this application and/or Builder 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 in this application and/or Builder Buyers' Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanation[s] and clarification, and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money 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 in this application. I/we shall be left with no right, title, interest or lien on the shop(s)/ commercial space(s) applied for and finally allotted to me/us in any manner whatsoever.

Date _____

Place: _____

X

Signature of Sole/First Applicant

X

Signature of Second Applicant

X

Signature of Third Applicant