

**INDICATIVE TERMS AND CONDITIONS FOR PROVISIONAL  
ALLOTMENT OF A FLOOR UNIT IN "VIP FLOORS" RESIDENTIAL  
PROJECT OF PURI CONSTRUCTION PRIVATE LIMITED ("the  
Company") IN SECTOR 81, FARIDABAD, HARYANA.**

The terms and conditions given below are only indicative to enable the Applicant acquaint himself with the terms and conditions as will be comprehensively set out in the Buyers' Agreement which, upon execution, shall supersede the terms and conditions set out herein below.

1. The applicant ("Applicant") has made this application for provisional allotment of a Floor Unit in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.
2. The Applicant acknowledges that he has seen the relevant documents/papers relating to the land and is fully satisfied about the right and interest of the Company in the land, on which the Project is being developed and has understood all limitations and obligations in respect thereof. The Applicant represents that there will not be any further investigations or objections by him/her in this respect.
3. The Applicant shall pay the price of the Floor Unit and the common areas and other charges, if applicable. The basic price and other applicable Price are set out in the application form. The said price shall include the Price of the Floor, all common areas to be used by the independent Floor Allotees as common facilities. The list of Common Facilities and the areas shall be set out in the 'Buyers Agreement'.
4. The Company has calculated the total price payable by the Applicant for the Floor Unit on the basis of its super area which comprises of the area of the Floor Unit and the undivided share in the common areas and facilities within the boundary of the plot. The roof top rights shall be available upon payment of price as demanded by the company. However in case the competent Authorities increases the FAR on the Plot before delivery of possession of the floor to the Allottee, the company shall have option to refund the said price taken on account of roof top rights and the company shall be at liberty to construct the floor as per the increased area. The floor allottees shall not have any objection in that regard.
5. The Company has made clear to the Applicant that it may carry out extensive developmental/construction activities in and around the area falling outside or within the plot and that the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her due to such developmental / construction activities or incidental/related activities. It is made clear by the Company and understood by the Applicants that the applicants/owners of the independent floors shall use the common area inside the plot at ground floor open space for their car parking. The roof top rights shall exclusively vest with the company, and the Company shall have the sole and absolute authority to deal with the same in any manner. The Company relying on this specific undertaking of the Applicant in this application may provisionally/finally agree to allot the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
6. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if

there is increase in the price of raw materials like steel, cement, etc or any other cost or any other charges.

7. The Floor Unit applied for shall be subject to the laws, rules, regulations, bylaws, notifications including the notification issued by HUDA and also confirmed by the policy on Registration of Independent Floors by Director, Town and Country Planning dated 27.03.2009. The Allottee has understood the nature of the floor and its legal entitlement for transfer of such floors and its occupation thereafter.
8. The Company has made it specifically clear to the Applicant and after having satisfied himself the Applicant has understood that the price of the said Unit do not include any element of recovery or payments towards, running and operation of common amenities and facilities like convenience store, generators, security operations, water or electricity operations or any other conveniences.
9. The Applicant shall bear and pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, taxes, cesses, charges, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future, on the Project (in proportion to the super area of the Unit) or the Unit, as the case may be, as assessable/applicable from the date of application of the Applicant. If such charges are increased (including with retrospective effect) after the conveyance/sale deed has been executed, then these charges shall be treated as unpaid sale price of the Unit and the Company shall have lien on the Unit of the Applicant for the recovery of such charges.
10. The prices given in the Price List are inclusive of the external development charges (EDC), IDC, Super Structure Development charges, pro-rated per Floor Unit as applicable to this Project and the individual applicants. Presently the net costs have been charged on the basis of EDC & IDC having been charged by the appropriate authority@ of Rs 1470 per sq yds. In case of any upward revision thereof by the Government agencies/authorities (either with prospective effect or retrospective effect), the same shall also be recovered from the Applicant on pro-rata basis. The applicant has seen the site of development and has understood that the Government of Haryana undertakes the work of External Development and the company cannot be held responsible in this regard.
11. The price mentioned in the Price list include the cost of providing electric wiring, water supply system. The cost of the Unit does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be got installed by the Applicant at his/her own cost. If, however, due to any, legislation / Government order or directive or guidelines in respect of (a) Electrification Charges (including prorated cost of purchasing and installing transformers (b) Cost installing Sewerage Treatment Plant/Effluent Treatment Plant/Pollution Control Devices (c) Firefighting Charges or any other facilities is required to be provided or specified by the Government or the DTCP, Haryana, the applicant shall be liable to pay the said liability as determined by the Company .
12. Out of the amount(s) paid/payable by the Applicant towards the sale price, the Company shall treat 20% (Twenty percent) of the sale price as earnest money ("Earnest Money") to ensure fulfillment, by the Applicant of the terms and conditions as contained herein and as may be contained in the Buyers' Agreement.

13. (a) Should the Applicant choose to cancel/or the company has no option but to cancel the booking due to non payment of the installments or otherwise or surrender the Floor Unit allotted to him at any stage before the execution of Buyer's Agreement, the Earnest money, being 20% (Twenty percent) of the sale price, along with the Interest paid, due or payable, along with any other amounts of non-refundable nature, shall stand forfeited. The refundable amounts, after deduction, shall be refunded to the applicants only after the sale of the said cancelled floor-unit.
  - (b) The Applicant hereby authorizes the Company to forfeit the Earnest Money along with the interest paid, due or payable, along with any other amounts of non-refundable nature, in case of failure by the Applicant to sign and return to the Company, the Buyers' Agreement within thirty (30) days the date of its dispatch by the Company.
  - (c) Thereafter, once the Applicant has chosen to sign the Buyers' Agreement, and at a later stage, he/she does not fulfill the terms and conditions of the Buyers' Agreement or cancels the allotment or surrenders the Unit allotted to him/her, charges at the rate of 20% (twenty percent) on the sale price of the Unit shall be leviable and the Company shall be entitled to adjust the same from the amount deposited by the Applicant with the Company along with the interest paid, due or payable. The refundable amounts, after deduction, shall be refunded to the applicants only after the sale of the said cancelled floor-unit.
14. The Applicant(s) has made the application with full knowledge that license for the development of the project has been granted by the concerned competent authority and development plans are under submission to DTCP, Chandigarh.
  15. In the event that the Company intends to increase the proposed number of floors in one or more Building(s) in the Project complex, after seeking the necessary approvals and permissions for the same from the competent authority, the Applicant agrees and acknowledges that he has no objection to the same.
  16. The Applicant has seen and accepted the proposed building plans as prepared by the Company, and proposed designs, location of the apartments/ buildings/floor plans and other terms and conditions, all of which have been duly finalized by the architects and consultants of the Company but are liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of the competent authority/Architect or in the overall interest of the project. The Applicant has, in token of his acceptance of various plans of the Project signed this application and the Applicant shall not raise any dispute/claim against the Company in this regard.
  17. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals for the Project or buildings comprised therein or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any suit/writ before a competent court and the Company, after the provisional/final allotment, is unable to deliver the Unit, the Applicant confirms that the Company, at its own discretion, may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant shall not raise any dispute or claim whatsoever.
  18. The Company shall make all efforts to handover possession of the Unit within 30 months but within a maximum period of 36 months from the date of signing of the Buyers' Agreement, subject to certain limitations as provided in the Buyers' Agreement

and the timely compliance of the provisions of the Buyers' Agreement by the Applicant(s). However despite availing the terms of force majeure and other clauses in the Buyers Agreement if the company is not able to hand over possession due to its defaults and other than reasons set out in this agreement, the parties to this agreement agree that the allottee shall be entitled to Rs 5000/ per month liquidated damages from the company as compensation and no other amounts of whatsoever nature.

19. The Company shall permit, the Applicant to carryout interior works after taking over possession of the Floor Unit to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Complex/building. It is made clear to the Applicant that the interior fit outs/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no Interior fit outs/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fit outs/works in the Unit shall not cause any damage to the Building and the existing structure/systems installed by Company on the plot and the internal air-conditioning, electrical systems, plumbing and any other structural/finishing work done internally within the Unit by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Building and/or the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Company the costs of rectification thereof.
20. Notwithstanding anything contained elsewhere in this Agreement, it is a fundamental term that the installments as stipulated in the Payment Plan payable in respect of the Floor Unit shall continue unabated irrespective of any issues between the Applicant and the Company with respect to any other matter contained in the Agreement or even otherwise. Non payment/delayed payment will be deemed to a fundamental breach of the sale agreement.
21. The Applicant undertakes that, upon allotment, he/she shall become the member of the association/society of the allottees of Units in the Project, as may be formed by the Company on behalf of the said allottees, and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Company for this purpose, as and when the association is formed. The allotment of the Unit shall be subject to strict compliance of community rules and regulations that may be made by the Company for occupation and use of the Unit more specifically set out in the Buyers' Agreement.
22. In order to secure adequate provision of maintenance services by association/society of the allottees of Floor-Units in the Project or such other agency/body/company ("Maintenance Agency") as may be appointed by the said association/society/the Company at any stage prior to the final completion of the project and in that case the allottees shall bear the expenses incurred thereto incase they have been offered possession of the floor unit.

Further, the Applicant, upon completion of the said buildings, undertakes to enter into a maintenance agreement with the said association/society/Maintenance Agency. The Applicant undertakes to pay the maintenance bills monthly/quarterly, as raised by the said association/society/Maintenance Agency from the date of the certificate for occupation and use granted by the competent authority on pro-rata basis irrespective whether the Applicant is in occupation of the Unit or not.

23. The Applicant has specifically confirmed to the Company that the allotment of the Floor-Unit shall be subject to strict compliance of a code of conduct that may be determined by the said association/society/ Company for occupation and use of the

Floor Unit and such other conditions as the said association/society/Company may deem fit from time, which may include but shall not be limited to usage of the Unit, operation hours of various maintenance services, general compliances for occupants of the Unit, regulation as to entry/exit of the visitors, Invitees, guests, security, interiors fit outs, etc. It is abundantly clarified that the Code of Conduct, as may be specified by the said association/society/Company is always subject to change by the said association/ society/Company.

24. Time is the essence with respect to the Applicant's obligations to pay the sale price as provided in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Price List 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 Buyers' Agreement to be executed at appropriate stage.
25. The Applicant hereby authorizes and permits the Company to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of the plot land or the receivables, if any, accruing or likely to accrue therefrom, subject to the Plot being made free of any encumbrances at the time of execution of the conveyance/sale deed in favour of the Applicant or his nominee. The Company/financial institution/bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the development of the Project. In case of the Applicant, who has opted for long-term instalment payment plan arrangement with any financial institutions/banks, the conveyance/sale deed of the Unit in favour of the Applicant shall be executed only upon the Company receiving no-objection certificate (NOC) from such financial institutions/banks.
26. The Applicant shall pay, from time to time, and 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 the application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance 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.
27. It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Unit, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals. etc., which would enable the Company to fulfill its obligations under the Buyers' Agreement. Any refund, transfer of security, if provided in terms of the Buyers' Agreement, shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Applicant's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Applicant shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant, subsequent to the signing of this application for EOI, it shall be the sole responsibility of the Applicant to intimate the same in writing to the company immediately and comply with all the necessary formalities, if any, under the applicable laws.

28. The Company shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the said Unit applied for herein in any way. The Company shall issue receipts for payment in favour of the Applicant only.
29. The Applicant has specifically acknowledged with the Company that the allotment of the Unit shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation use and transfer of the Unit and such other conditions as per the applicable laws.
30. The Applicant shall use and occupy the Unit at completion of the project for residential purposes in such manner and mode as may be provided in the Buyers' Agreement.
31. The provisional allotment of the Unit as well as the allotment thereafter of the Floor Unit by the company shall be subject to force majeure which inter alia, includes delay on account of non-availability of the steel and/or cement and/or other building materials, 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 reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Floor Unit or the Company is unable to deliver possession of the Unit due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company, shall be entitled to a reasonable extension of the time for delivery of possession of the Floor Unit. The Applicant understands and acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to prefer any claim whatsoever except that the Company shall on demand refund the Applicant's money with simple interest at the rate of 9% p.a. from the date of occurrence of such force majeure conditions.
32. In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicant(s).
33. The Applicant shall inform the Company in writing of any change in the mailing address mentioned in failing which all demands/ notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s).
34. The Company, at its sole discretion, may decide not to allot any or all Unit(s) to anybody or altogether decide to put at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Applicant.

Further, the provisional and/or final allotment of the Unit is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons for the same.

35. The Applicant understands and confirms that the allotment of the Floor Unit made shall not be construed as sale or transfer under any applicable law and the title to the Unit hereby allotted shall be conveyed and transferred to the Applicant only upon his fully discharging all the obligations undertaken by the Applicant including payment of the entire sale consideration and other applicable charges/dues, as mentioned herein or in the Buyers' Agreement and only upon the registration of the conveyance/sale deed in his favour.

36. It is specifically understood by the Applicant that this proposal/application is purely on tentative basis and the Company may, at its sole discretion, decided not to allot any or all Units to anybody or altogether decide to put, at abeyance, the Project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Company with this proposal from the Applicant. Further, his provisional and/or final allotment of the Unit is entirely ant the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
37. Upon execution of the Buyers' Agreement, the terms and conditions, as set out in the Buyers' Agreement. shall supersede the terms and conditions as set out herein.
38. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
39. All or any dispute arising out of or touching upon or in relation to the terms of this provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through sole arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. Sole Arbitrator, who shall be nominated by the Company's Managing Director, shall hold the arbitration proceedings at the offices of the Company at New Delhi. The Applicant hereby confirms that he shall have no objection to such appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected with the Company and the Applicant confirms that notwithstanding such relationship/connection, the Applicant shall have no doubts as to the independence or impartiality of the said Arbitrator and shall not challenge the same. The Courts at Faridabad shall, to the specific exclusion of all other courts, alone have the exclusive original jurisdiction in all matters arising out of/touching and/or concerning this application, regardless of the place of execution or subject matter of this application.
40. The Applicant has assured the Company and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Company is agreeing to consider this application for provisional allotment.

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 shall be comprehensively set out in the Buyers' Agreement, which shall supersede the terms and conditions set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/ reminders in respect of my/our obligations set out in this application and the Buyers' Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Buyers' Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money, as may be imposed upon me/us. I/We further undertake and assure the Company that In the event of cancellation of my/our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Unit applied for and/or provisionally/finally

allotted to me/us in any manner whatsoever.

Date

1.

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Place

2.

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3.

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Signature of the Applicant(s)

## Documents to be submitted along with the application form

Resident of India:

- Copy of PAN card.

Photographs in all cases – One for each applicant.

Partnership Firm:

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

Private Limited & Limited Company:

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

Hindu Undivided Family (HUF):

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

NRI / Foreign National of Indian Origin:

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.



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P U R I  
CONSTRUCTIONS