

Date

To

**M/s. Ameya Commercial Projects Pvt. Ltd.,
Ameya One, DLF Phase-V, Sector-42,
Golf Course Road, Gurgaon, Haryana**

Subject:- Application for Registration of Commercial space in your Commercial Project in 'SAPPHIRE 57' at village Waziarabd, Sector 57, Gurugram.

Dear Sir(s),

I/we am/are desirous of obtaining allotment of Commercial Space in 'SAPPHIRE 57' the commercial project of your company at village Wazirabad, Sector-57, District Gurugram. I/we am/are enclosing cheque/draft/pay order bearing No. _____ dated _____ or Rs. _____ (Rupees _____ only) drawn on _____ (bank & branch) in favour of Ameya Commercial Projects Pvt. Ltd. which may very kindly be treated as advance payment for registration/booking. I/we am/are request that I/we may be provisionally allotted Commercial Space tentatively measuring _____ sq.ft. (super area)(equivalent to _____ Sq.mtr.). I/we understand that the proposed allotment shall be subject to timely execution of various documents to be supplied by Ameya Commercial Projects Pvt. Ltd. and also 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

2

(Sole/First Applicant)

(Second Applicant)

Signature(s): 1

2

(Sole/First Applicant)

(Second Applicant)

3

(Third Applicant)

Place:.....

Date:.....

NOTES:

1. All Drafts/Cheques are to be made in favour of Ameya Commercial Projects Pvt. Ltd. Payable at Gurugram.
2. The Drafts/Cheques are accepted subject to realization.

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF COMMERCIAL SPACE IN "SAPPHIRE 57" COMMERCIAL PROJECT COMPRISED IN VILLAGE WAZIRABAD, SECTOR- 57, GURUGRAM.

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 Property Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has made this application for allotment of Commercial Space in "SAPPHIRE 57" Commercial Project (herein after referred to as "SAPPHIRE 57") comprised in village Wazirabad, Sector-57, District Gurugram 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 Ameya Commercial Projects Pvt. Ltd. (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 Commercial Project 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/IDC charges, the same shall be payable by the Applicant(s) on pro rata basis of the saleable area/super area of the Applicant(s). That the Applicant agrees that he/she shall pay the price of the Commercial Space and other charges like EDC/IDC and PLC. The applicant undertakes to pay any other future charges/cess/levies by whatever name called, including GST, 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 commercial space within a period of 24 months from the date of present application for any reason whatsoever, applicant shall only be entitled to refund of the advance amount for the registration paid by applicant along with simple interest at the rate of 9% 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 commercial space.
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 fixed 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 Property Agreement for sale.

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-fulfillment 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 Property Agreement for sale and also in the event of failure by the Applicant to sign and return to the Company the Property Agreement for sale and maintenance agreement within thirty (30) days of its dispatch by the Company.
8. That if the cheque 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 Property Agreement for sale, Rules, Bye-laws and other statutory provisions, the Company shall hand over the Commercial Unit to the Applicant as provided in Property Agreement for sale. In the event the Company fails to deliver the possession of the Commercial Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Property Agreement for sale, then the Company shall pay to the Applicant compensation as set out in Property Agreement for sale.

(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 Commercial Unit. 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 Property Agreement for sale.

(c) That the Applicant shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Agreement for sale 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 furnishes the entire sale consideration, IFMS, the requisite stamp duty, registration charges, GST, 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 commercial unit in favour of the Applicant. The sale deed for the commercial unit 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 commercial unit.
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 Property Agreement for sale 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 Property Agreement for sale. It is clearly agreed and understood by the Applicant that it shall 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 Payments or obligations 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 Payments, 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 @ SBI MCLR+2% 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 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 application for sale. The Applicant expressly agrees to keep the Company and its agents and representatives, estate and effects, indemnified and harmless in respect of 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.
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 Origin (PIO) to comply with the provisions of Foreign Exchange Management Act, 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 Property Buyer's Agreement. Any refund, transfer of security if provided in terms of the Property 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 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, 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 failing 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 the 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 his favour, and until all the dues payable to the Company are fully paid. Applicant may get the name of his/her/their nominee(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 commercial space 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 Property Agreement for Sale has been committed by the applicant.
20. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the Property Buyer's Agreement shall supersede the terms and conditions as set out in this application. 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.
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 Property Agreement for Sale.

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 Property Buyer's 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: