



Reg. No.....

APPLICATION FORM FOR ALLOTMENT OF AN APARTMENT

To,

Almond Infrabuild Private Limited,
having its Registered office at 711/92, Deepali,
Nehru Place, New Delhi-110019

Dear Sir,

I/We understand that Almond Infrabuild Private Limited (the “**Company**”) is constructing and developing a residential group housing project named as “**Tourmaline**” (hereinafter referred to as the “**Residential Project**”) on lands admeasuring approx.10.41875 Acres falling under the License No. 250 of 2007 dated 02.11.2007 issued by the Director-General, Town and Country Planning, Haryana situated in Sector-109, Gurgaon (in the revenue estate of village Babupur), Haryana, India.

I/We, hereby apply for provisional allotment of an Apartment (hereinafter referred to as the “**Apartment**”) in the Residential Project. I/we make this application after having carefully read and understood the terms and conditions provided herein.

I/We remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking money for provisional allotment of the Apartment.

I/We hereby agree that the receipt of this application and acceptance of the booking money by the Company does not confirm the allotment of the Apartment. The said allotment shall be to the discretion of the Company. Upon the Company confirming the said allotment, I/we hereby undertake to pay such amounts that are provided herein and sign Apartment Buyer Agreement (the “**Definitive Document**”) within such timelines and in the format provided by the Company.

I/We hereby undertake to abide by the terms and conditions of this Application Form. In the event the Company agreeing to provisionally allot me/us an Apartment, I/We agree to pay further installments and additional charges as per the Payment Plan (opted by me/us) as shown in **Annexure- I** and/or as stipulated/demanded by the Company, failing which the provisional allotment shall be cancelled and the earnest money and other sums as specified in Clause 6 of the terms and conditions of this Application Form shall be forfeited by the Company.

My/Our particulars are given below: -

1. Sole/First applicant(s)

Mr./ Mrs./ Ms. :

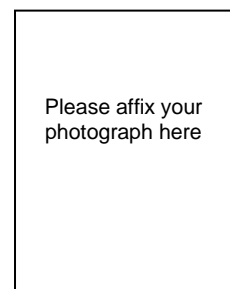
S / W / D of :

Nationality :

D.O.B :

Occupation : Professional Service Business

Student Housewife Any other



Residential Status: Resident Non-Resident Foreign National of Indian Origin

Income Tax Permanent Account No. :

Address for communication :
.....Pin

Tel. No. Mobile

Fax No. E-Mail ID

Office Name & Address :
.....Pin

Designation:

ID/Address proof(s): PAN Card Driving Licence Ration Card
Voter ID Card Passport Others

2. Second applicant(s)

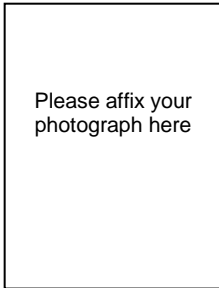
Mr./ Mrs./ Ms. :

S / W / D of :

Nationality :

D.O.B :

Occupation : Professional Service Business
Student Housewife Any other



Residential Status: Resident Non-Resident Foreign National of Indian Origin

Income Tax Permanent Account No. :

Address for communication :
.....Pin

Tel. No. Mobile

Fax No. E-Mail ID

Office Name & Address :
.....Pin

Designation :

ID/Address proof(s) : PAN Card Driving Licence Ration Card
Voter ID Card Passport Others

3. Payment Plan :

Down Payment Plan Installment Payment Plan

Note: The Applicant(s) have perused and understood the modes of Payment Plan in Annexure A and have thereafter selected the above plan.

Payment to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of "M/s Almond Infrabuild Private Limited" payable at Noida/ New Delhi only.

4. Type :

Apartment No. : Floor : Tower :

Super area: Sq. ft. Terrace/Lawn :Sq.ft.

5. Amount Payable :

A. Basic Sale Price (BSP) : Rs.

B. External Development Charges (EDC) : Rs.

C. Infrastructure Development Charge (IDC) :Rs.

D. Interest Free Maintenance Deposit (IFMS) : Rs.

E. Parking per bay : Rs.

F. Any Other Charges : Rs.

Service Tax and other statutory dues as applicable from time to time will be charged extra.

6. Home Loan Required : Yes No

If Yes, Preference of financial institution :

1. 2.

3. 4.

Declaration:

I/We the above applicant(s) have examined the layout plans of the Residential Project and other tentative plans, designs, specifications of the Apartment and have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said lands and the Residential Project and the approvals, sanction and permissions for development that have been obtained by the Company. I/We and do hereby further declare that my/our application for provisional allotment of an Apartment with the Company is irrevocable and the above particulars given by me/us are true and correct and nothing has been concealed there from. Any provisional allotment against this application shall be subject to the terms and conditions attached to this application form and that of the Definitive Document. The said terms and conditions shall be ipso-facto applicable to my/our legal heirs, transferees and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information, given above, till the ownership of the Apartment is transferred to me/us by execution and registration of sale/conveyance deed, failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

Name of the Applicant(s)

Signature of the Applicant(s)

Date :

Place :

Note: Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization/Power of Attorney.

FOR OFFICE USE ONLY

Full Booking Amount Received : Yes _____ No _____

Checked by Sales Personnel :

Approved by Sales Head :

Signature of Finance Personnel :

(Who makes the entry in the system)

Verified by Finance Manager :

Reg. No. :

Date :

Home Loan Institution :

Home Loan Personnel :

Checklist for receiving Official :

- (a) Booking Amount.
- (b) Customer Signature on all pages of the Application Form.
- (c) Signed copy of Payment Plan
- (d) Pan No./ Form 60/Copy of Pan Card
- (e) Copy of Address Proof & Copy of ID Proof
- (f) For Companies: Memorandum & Articles of Association/Board Resolution
- (g) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.
- (h) For NRI Copy of Passport & Payment through NRE/NRO Account.
- (i) E-mail ID and Mobile No of the applicant(s)

Remarks : _____

(Received By)

(Checked By)

(Authorized Signatory)

Name: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Designation: _____

TERMS AND CONDITIONS

The terms and conditions mentioned herein below shall be more comprehensively set out in the Definitive Documents, which upon execution, shall supersede these to the extent of any contradictions.

1. The applicant has applied for provisional allotment of an **Apartment** in the residential project named as "**Tourmaline**" (hereinafter referred to as the "**Residential Project**") being developed / constructed by Almond Infrabuild Private Limited (hereinafter referred to as the "**Company**") on freehold land admeasuring approx.10.41875 Acres situated in Sector 109, Gurgaon (in the revenue estate of village Babupur), Haryana, India falling under the License No. 250 of 2007 dated 02.11.2007 issued by the Director-General, Town and Country Planning, Haryana.
2. The receipt of this application and acceptance of the booking money by the Company does not confirm the allotment of the Apartment. The said allotment shall be to the discretion of the Company. Upon the Company confirming the said allotment, the applicant hereby undertakes to pay such amounts that are provided herein and sign the Apartment Buyer Agreement (the "**Definitive Document**") within such timelines and in the format provided by the Company.
3. The applicant has fully satisfied himself / herself about the nature of rights, title, interest of the Company on the said lands and the Residential Project and the approvals, sanction and permissions for development that have been obtained by the Company. The Company has readily made available all documents that the applicant required to review.
4. The applicant has examined the layout plans of the Residential Project and other tentative plans, designs, specifications of the Apartment and has agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit or as may be directed by any competent authority. The necessary changes/ alterations may involve change in position/ location of the Apartment, change in its dimensions or area, etc. In case area differs at the time of possession, cost would be adjusted upward or downward as the case may be. Variation in area shall not exceed 10% of the total area allotted.
5. The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 15% of the Basic Sale Price payable by the applicant to the Company, shall be considered as earnest money at all times.
6. In case the Applicant withdraws or surrenders his application for the allotment, for any reason whatsoever, at any point of time, then the Company shall be entitled to forfeit the amounts paid/deposited up to earnest money along with interest due/payable, and may refund the balance amount to applicant(s), if applicable, without any interest or compensation whatsoever after the Apartment is allotted to some other intending applicant.
7. Timely payment of installments of basic sale price and allied charges pertaining to the Apartment is the essence of the terms of the booking/allotment. In the event of breach of any of the terms and conditions of the booking form including payment terms by the applicant, the allotment will be cancelled at the discretion of the Company and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest, after the said Apartment is allotted to some other intending applicant and after compliance of certain formalities by the applicant. The Company, however, in its absolute discretion may condone the delay by charging penal interest @ 18% p.a.
8. All payments by the applicant shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of "**Almond Infrabuild Private Limited**" payable at **Noida/New Delhi** only.
9. The applicant agrees that the parking space(s) allotted by the Company shall be an integral part of the Apartment and cannot be sold or dealt with independently of the said Apartment. The applicant may apply for additional parking space(s) which may be allotted subject to availability and at the price prevailing at that point of time. All clauses of this Application and the Definitive Document pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking spaces allotted, wherever applicable. The applicant agrees that all such reserved car parking's allotted shall not form part of common areas of the said Residential project as also for the purpose of the Declaration to be filed by the Company under the Haryana Apartment Ownership Act, 1983 and rules made thereof.

10. The applicant shall be entitled to transfer / assign the allotment of the Apartment only with the prior permission of the Company, which the Company may allow at its discretion subject to the assignor and the assignee agreeing to comply with all formalities in this regard including payment of such administrative charges as may be fixed by the Company from time to time.
11. All applicable statutory charges, external development charges, taxes including service tax, cess and other levies demanded or imposed at any later date by the concerned/competent authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the Company/competent authority as the case may be.
12. The applicant agrees to pay towards Electricity meter charges, Electricity, Water and Sewerage connection charges. The applicant further agrees to pay additionally to the Company/Maintenance Agency on demand the actual cost of electricity and water consumption charges.
13. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Residential Project shall be managed by the Company or its nominated Maintenance Agency. The applicant(s) of the Residential apartment shall pay, as and when demanded, the maintenance charges including interest free security deposit (IFMS) for maintaining and up-keeping the said Residential Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Non-payment of any of the charges within the time specified shall also disentitle the applicant(s) from the enjoyment of the common areas and services including cancellation of allotment.
14. Applicant, having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account.
15. The Company shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the applicant to the Company.
16. Loans from financial institutions to finance the said Apartment may be availed by the applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
17. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Apartment/Project.
18. In case the Company is forced to abandon the said Project due to force majeure circumstances or for any other reasons beyond its control, the Company shall refund the amount paid by the applicant along with simple interest @ 6% p.a. from the happening of such eventuality.
19. The Company shall endeavor to complete the construction of the Apartment within a period of 42(Forty Two) months from the date of execution of Definitive Document subject to force majeure circumstance and any other reasons beyond the control of the Company which inter-alia includes delay on account of civil commotion, strike or by reason of war, enemy action, earthquake or any act of God, delay in certain decisions/clearance from statutory bodies, or delay owing to any court notice, order, rules or notification of the Government and/or any other public or competent authority. Under any of the aforesaid conditions, the Company shall be entitled to a reasonable corresponding extension of time for the completion of construction and offer of possession of the said Unit. The Possession will be handed over upon receipt of the necessary occupation and/or completion certificates of the Tower in which the apartment is situated.
20. The applicant shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses, within sixty (60) days from the date of Company offering possession, failing which the Applicant authorizes the Company to cancel the allotment and forfeit the earnest money, interest on delayed payment etc. and refund the balance price paid by the applicant without any interest upon realization of money from resale/ allotment to any other party.

21. The applicant shall use/cause to be used the said Apartment for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment and forfeiture of the earnest money and other dues as stated in Clause 6 hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
22. The Company shall be entitled to make additional construction in the said Residential Project as may be permissible under the law. Applicant rights shall only be limited to the Ownership of his particular unit and he shall not at any point of time object to any kind of further construction activities undertaken by the Company. It is hereby further agreed and understood by the applicant that in case of any additional construction the common area of the said Residential Project shall be shared with the new apartment Owner. Ownership of all shops, clubs, community facilities, recreation centre etc. if any, shall absolutely vest with the Company.
23. The applicant undertakes to abide by the house rules framed by the Company/ Maintenance Agency for the betterment of the entire project.
24. The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment to the applicant.
25. The terms and condition specified herein are indicative and detailed terms and conditions shall form part of the Definitive Document, which the applicant shall execute as and when required by the Company. The Company further reserves the right to add, alter or delete any of the terms and conditions at time of execution of the Definitive Document.
26. In case of a contradiction between the terms and conditions herein and the Definitive Document, which the applicant are required to sign and execute on confirmation of allotment, the terms and conditions of the Definitive Document shall survive and supersede.
27. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
29. In case the cheque / bank draft submitted along with this application is dishonored then the booking shall be cancelled without any intimation to the Applicant.
30. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant, the allotment is liable be cancelled at the sole discretion of the Company and the earnest money as mentioned in Clause 6 hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
31. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the Apartment, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act,1996 or any statutory modifications/amendments thereof. Such arbitration shall be held at Gurgaon and the decision of the Arbitrator shall be final and binding on the Parties.
32. The Courts at Gurgaon alone shall have jurisdiction in case of any dispute.
33. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Name of the Applicant(s)

Date: _____ Place: _____

Signature of the Applicant(s)

ANNEXURE-I
PAYMENT PLAN