

WAVE Estate

APPLICATION FOR PROVISIONAL ALLOTMENT OF AN “INDEPENDENT RESIDENTIAL FLOOR” IN THE PROJECT VIZ. “WAVE ESTATE” AT S. A. S. NAGAR, SECTOR – 85 & 99, DISTRICT MOHALI, PUNJAB BEING DEVELOPED BY M/S COUNTRY COLONISERS PRIVATE LIMITED

Application No. _____

Date: _____

M/S COUNTRY COLONISERS PRIVATE LIMITED

P.O. Rayon and Silk Mills Adjoining Coca Cola Depot,
G.T. Road, Chheharta, Amritsar, Punjab-143105

Corporate Office at:

C-1, Sector-3, Noida,
Uttar Pradesh.

Dear Sir(s),

- A. I/We, the undersigned Applicant(s) whose particulars are mentioned below in this Application Form, understand that M/s Country Colonisers Private Limited (hereinafter referred to as the “**Developer**”), has conceived, planned and is in the process of constructing and developing a Mega Integrated Township known as “**Wave Estate**”, situated at Sector – 85 & 99, S. A. S. Nagar, District Mohali, Punjab (hereinafter referred to as the “**Project**”), in terms of the approvals and permissions granted to the **Developer** by Department of Housing and Urban Development Authority, Government of Punjab, (“**Competent Authority**”) and by other Concerned/Competent Authorities.
- B. That all notifications, approvals, exemptions, sanctions and permissions accorded by the Government/Competent Authority have been seen and understood by me/us along with all relevant documents and papers pertaining to the said “Project”.
- C. I/We apply for the Provisional Allotment of “Independent Residential Floor” bearing No. ____ on ____ Floor in Sector _____ having an saleable area of ____ square feet, comprising in the scheme of Ground plus Two Floors, constructed on a plot, having an area of _____ square yards (approximately _____ square meters),, situated in the lay out plan of Wave Estate, S.A.S. Nagar, Sector-85 & 99, District Mohali, Punjab, (hereinafter referred to as the “**Independent Residential Floor**”) in the said Project being developed by the Developer.
- D. I/We hereby remit a sum of Rs. _____/- (Rupees _____ Only) vide Cheque No.(s) _____ dated _____ drawn on _____ in favour of “**M/s Country Colonisers Private Limited**” as the registration amount for the Provisional Allotment of the said “Independent Residential Floor” in the said “Project”.
- E. I/We understand that this Application Form does not constitute any offer or definitive allotment or any agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an “Independent Residential Floor”, notwithstanding the fact, that the Developer may have issued a receipt(s) in acknowledgement of the money tendered with this Application Form. I/We agree that this Application Form shall become definitive only after completion of the other formalities

such as execution of the "Independent Residential Floor" Allottee(s) Arrangement and other subsequent documents required from time to time.

- F. In the event the Developer accepting this Application Form, the Developer shall provisionally allot a "Independent Residential Floor", upon my/our having executed a "Independent Residential Floor" Allottee(s) Arrangement within 30 (thirty) days from the date of intimation of provisional allotment is received by me/us and the I/We agree to pay all further installments and all monies/dues as stipulated in the Payment Plan annexed with this Application Form.
- G. I/We declare and confirm that the booking or registration, if any, made by me/us previously with the Developer for allotment of an "Independent Residential Floor" in the said "Project" shall stand withdrawn and/or revoked, waived of upon submission of this Application Form and the money deposited /paid by me/us as registration/expression of interest shall be adjusted in the sale price of the "Independent Residential Floor", applied herein. Further I/We, the Applicant(s) herein unequivocally agree, affirm and undertake to be bound by the Covenants as mentioned herein and shall abide by and adhere to the terms and conditions of the provisional Allotment, in case the "Independent Residential Floor" is provisionally allotted to me/us. I /We shall sign and execute the "Independent Residential Floor" Allottee(s) Arrangement on the Developer's standard format.
- H. I/We further agree to execute all the documents in the standard format provided by the Developer as and when deemed necessary for the allotment of the "Independent Residential Floor" in the said "Project" and undertake to strictly adhere to all the terms and conditions stipulated by the Developer from time to time.
- I. I/We agree that the provisional allotment of the "Independent Residential Floor" is at the discretion of the Developer and in case the "Independent Residential Floor" is not allotted to me/us for any reason whatsoever, then in that case I/We shall not raise any objection or claim damages/interest or challenge the same, however, I/We shall be entitled to the refund of the amount deposited herein without any interest within 30 (thirty) days from the date of notice regarding rejection of this Application Form.
- J. I/We undertake that upon provisional allotment of an "Independent Residential Floor", I/We will execute/sign the "Independent Residential Floor" Allottee(s) Arrangement, together with all the Annexures, and pay the amounts due and payable, as set forth in the Payment Plan within a period of 30 (thirty) days from the date of such intimation of offer of Provisional Allotment is made to me/us. If I/We fail to execute the "Independent Residential Floor" Allottee(s) Arrangement and/or fail to pay the amount due and payable at the time of the Provisional Allotment to the Developer within the aforesaid stipulated time period, then my/our Application Form shall be treated as cancelled, and the Application money shall be forfeited in terms of clause 26as stipulated in the terms and conditions attached herewith and the offer of provisional allotment shall be deemed to be rejected.
- K. I/We have read, understood the 'Terms & Conditions' of the Provisional Allotment, and I/We agree to abide and be bound by the same, which shall ipso-facto be applicable to my/our legal heirs and successors as well.
- L. I/We hereby state that I/We are making this Application Form with the full knowledge and after having read, understood and considered the 'Terms & Conditions' of the Provisional Allotment, the Government Rules & Regulations and with my/our free wish without any coercion, duress and any misrepresentation from the Developer, willing to apply for the Provisional Allotment of an "Independent Residential Floor" in the said "Project" and specifically record my/our acceptance thereto.

My/our particulars are given below for your reference and record.

PERSONAL DETAILS FORM

SOLE OR FIRST APPLICANT(S)

Mr./Ms./M/s _____

Son / wife / daughter of _____

Permanent Address _____

Mailing Address _____

Telephone Nos. _____ Fax No. _____ Mobile: _____

Email _____

Nationality _____

(Residential status – Resident / Non Resident / Foreign National of Indian Original

Income Tax Permanent Account No : _____ (copy enclosed)

In case of Non Resident - Passport No : _____ (copy enclosed)

Office / Business Address _____

Telephone Nos. _____ Fax No. _____ Mobile: _____

Email _____

Affix Passport
Photograph of First
or Joint Applicant

SECOND OR JOINT APPLICANT(S)

Mr. / Ms. / M/s _____

Son / wife / daughter of _____

Permanent Address _____

Mailing Address _____

Telephone Nos. _____ Fax No. _____ Mobile: _____

Email _____

Nationality _____

(Residential status – Resident / Non Resident / Foreign National of Indian Original

Income Tax Permanent Account No : _____ (copy enclosed)

In case of Non Resident - Passport No : _____ (copy enclosed)

Office / Business Address _____

Affix Passport
Photograph of Second
or Joint Applicant

Telephone Nos. _____ Fax No. _____ Mobile: _____

Email _____

In case of a HUF / Partnership / Company / Corporation / Society / Trust or other legal entity – please provide the copy of Registration No., if any & Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body / Managing Committee and the Bye Laws)

DETAILS OF “INDEPENDENT RESIDENTIAL FLOOR” FOR REGISTRATION

Type of Property _____

“Independent Residential Floor” No. _____, having an saleable area of _____ square feet, comprising in the scheme of Ground plus Two Floors, constructed on a plot, having an area of _____ square yards (approximately _____ square meters),, situated in the lay out plan of Wave Estate, S.A.S. Nagar, Sector-85 & 99, District Mohali, Punjab.

Required “Independent Residential Floor” Area _____
“Independent Residential Floor” Size _____ (Sq. ft.) & (SBUA) _____ Sq.ft.

Basic Rate Rs. _____ per Sq.ft.

Basic Sale Price Rs. _____

PLC Rate Rs. _____ perSq.ft.

PLC Price Rs. _____

IFMS Amount _____

EDC Rs. _____ per Sq.ft.

Club Membership Fee _____

Other Charges as Applicable

(Stamp Duty, Registration Fee, Service Taxes and any other tax / Levis by any competent authorities)

PAYMENT PLAN OPTED:

DOWN PAYMENT **CONSTRUCTION LINKED INSTALLMENT PLAN.**

Note:

1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker’s Cheque(s) only drawn in favour of “**M/s Country Colonisers Private Limited**”, payable at Chandigarh/New Delhi/Mohali.
2. Allotment to Resident(s) and National(s) of Indian Origin shall be subject to Laws of the Republic of India.
3. For Non Residents/Foreign Nationals of Indian Origin all remittances/ acquisition/transfer of the “Independent Residential Floor” shall be in compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments to be at their own and sole responsibility.

DECLARATION:

I/We the above Applicant(s) do hereby declare that the terms and conditions of this Application Form have been read/understood by me/us and the same are acceptable to me/us. I/We the above Applicant(s) unequivocally agree affirm and undertake to abide by the Broad Terms and Conditions of provisional allotment as appearing herein and I/We further declare that the above particulars/information provided by me/us are true and correct. In case of any information/particulars provided by me/us is/are found to be false or misleading, the Developer shall be entitled to reject my/our Application Form.

Yours faithfully,

Date: ___/___/_____

Place: _____

(_____)
Signature of Sole/First APPLICANT(s)

(_____)
Signature of Joint APPLICANT(s)

ANNEXURE – I

BROAD TERMS & CONDITIONS OF PROVISIONAL ALLOTMENT OF AN “INDEPENDENT RESIDENTIAL FLOOR” IN THE PROJECT VIZ. “WAVE ESTATE” AT S. A. S. NAGAR, SECTOR-85 & 99, DISTRICT MOHALI, PUNJAB.

1. The Developer is developing the Mega Integrated Township on Approx. 255 Acres of land and accordingly, the Developer has acquired and purchased substantial requisite parcels of lands for the said purpose, situated in S.A.S. Nagar, Sector-85 & 99, District Mohali, Punjab by way of direct purchase and certain parcels of land is under acquisition process, with a view to set up and develop thereon a Mega Integrated Township (hereinafter referred to as the “Said Land”).
2. The Empowerment Committee constituted under Industrial Policy 2003, Government of Punjab (the “**Competent Authority**”), granted approval to the Developer for setting up of a Mega Integrated Township S.A.S. Nagar, District Mohali, Punjab under the Industrial policy 2003. Pursuant thereto the Land Use of the “**Said Land**” was changed from agricultural land to Residential/Group Housing, Institutional and Commercial as defined in the Outline Master Plan of S.A.S. Nagar, District Mohali by the Department of Housing and Urban Development, Government of Punjab.
3. In terms of all approvals and exemptions as accorded to the Developer by the Punjab Government, the Developer is entitled to develop and promote Mega Integrated Township comprising of various residential/commercial ‘Plots’ of different sizes, “Independent Residential Floor”, Houses/Flats, Bungalows/ Built-up Units/Villas, High-rise Apartments/Group Housing and make provision for Schools/Educational Institutions, Hospitals/Health Centre’s, Corporate Parks, Commercial and Retail Centre’s, Hotels/Clubs and Leisure Areas etc, apart from all such areas that would be required for the development of a modern township in accordance with sanctioned layout plans and approvals on the “**Said Land**” and accordingly, a Mega Integrated Township is being developed by the Developer which is more particularly known as “**Wave Estate**” situated at S.A.S. Nagar, Sector-85 & 99, District Mohali, Punjab (hereinafter referred to as the “**Said Project**”). Accordingly, the Developer is entitled to develop and make allotment of built-up Units/Independent Residential Floors of various sizes to the intending Applicant(s) on the terms and conditions as contained herein, under the “Said Project”.
4. The layout plans of the Land admeasuring approximately 230.262 Acres for the “Said Project” has been approved/ sanctioned by the Competent Authority, vide its letter bearing no. 9210 CTP (pb) / MPR-3 dated 21.12.2011. The terms and conditions of any related documents in respect thereof executed between the Developer and the Competent Authority will ipso facto be applicable to the Applicant(s).
5. All notifications, approvals, exemptions, sanctions and permissions accorded by the Government have been seen and understood by the Applicant(s) along with all relevant documents and papers pertaining to the “Said Project”. The Applicant(s) has fully satisfied itself as to the title of the Developer to the “Said Land”, its marketability and right and authority of the Developer to develop, promote and market the said Project and to allot or otherwise convey the “Independent Residential Floor” being the subject matter of this Application Form to any party(s) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated there under. The Applicant(s) being fully satisfied, agrees and undertakes that no further investigations are required regarding the title, right and authority of the Developer and that no objections, challenge or queries shall be raised by the Applicant(s) at any time in future and for whatsoever reasons in regard to the title and rights of the Developer to enter into this Application Form. The Applicant(s) acknowledges that the Developer has readily provided all information/clarifications required by the Applicant(s). The Applicant(s) further acknowledges that complete files consisting of all relevant papers, documents, notifications, plans, permissions and letters etc. in relation to the “Said Project” are available at the Site office / Corporate office of the Developer, which has been duly inspected by the Applicant(s) and that all queries, doubts and concerns of the

Applicant(s) have been answered and clarified to the Applicant(s) by the representatives of the Developer to it/his/her/their full satisfaction.

6. The Applicant(s), being satisfied with the facts as aforesaid and the legal rights of the Developer in the "Said Land", and having agreed to abide by all the terms and conditions as set out herein containing the Price list/Payment Schedule for the allotment of the "Independent Residential Floor", applied to the Developer for provisional allotment of "Independent Residential Floor" under the "Said Project".
7. The Applicant(s) agrees and understands that location/area/building plans of the said "Independent Residential Floor" being the subject matter of this Application Form is tentative and is subject to change till the final layout/Building Plans/Modified Building Plans/Construction etc.of the said "Independent Residential Floor" before handing over the possession is completed by the Developer. However, the Developer shall keep the Applicant(s) informed about such changes if any.
8. The Developer, relying upon the confirmations, representations and assurances of the Applicant(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Application Form, has accepted in good faith the application of the Applicant(s) to provisionally allot an "Independent Residential Floor" in the "Said Project" and is now desirous and willing to execute this Application Form on the terms and conditions as contained hereinafter.
9. The right, title and interest in the "Independent Residential Floor" shall be transferred and conveyed in favour of the Applicant(s) by way of a legal document of conveyance subject to compliance of terms and conditions stipulated herein and on such terms and conditions as the Developer may decide as per the laws applicable at the time being in force, including but not limited to the Rules and Regulations of the Competent Authority / Punjab Town And Country Planning Department and in accordance with the conditions of the Agreements executed by the Developer with the Government of Punjab. The term '**Sale**' in this Application Form will be construed accordingly.
10. The Parties agree that the Applicant(s) shall also be entitled to all easement rights and appurtenances attached to the said "Independent Residential Floor" including the services and facilities as may be provided as per statutory norms in the "Said Project" upon payment of additional applicable fees/charges for availing of such facilities and services. The allotment of the "Independent Residential Floor" shall be subject to the terms and conditions of sanction of layout plans, and / or licenses/permission/approvals issued by the Competent Authority of the State of Punjab or any other such competent authorities in respect of the "Said Land" on which the "Said Project" is being developed.
 - (a) That the layout plans of the "Said Project" as drawn by the Developer are subject to change, if deemed necessary by by the Architects/Engineers/Professionals engaged for this purposes and/or if so required by the Competent Authority or any other authorities / any Regulatory Authorities, the Developer may effect and make suitable alterations in the layout plans. Such alterations may include change in the area of the said "Independent Residential Floor", the allotted number of the said "Independent Residential Floor" and/or the location of the said "Independent Residential Floor" being allotted to the Applicant(s). With regards to all such changes either at the instance of the Regulatory Authorities or otherwise, shall be carried out by the Developer, however, the Applicant(s) shall be kept intimated about such changes as and when the situation so warrants.
 - (b) Similarly the building plans of the said "Independent Residential Floor" are tentative and subject to change, if deemed necessary by the Developer or if so required by the Architects /Engineers /Professionals engaged for this purposes, the Developer may effect and make suitable alterations in the building plan, such alterations may change the Super area of the said "Independent Residential Floor", therefore in case there is a

increase/decrease of the Super Area of the said “Independent Residential Floor”, then the Applicant(s) shall pay/adjust the revised price calculated at the Basic Sale Price at which the said “Independent Residential Floor” has been booked for allotment. As a consequence of such decrease of the Super Area of the said “Independent Residential Floor”, the Developer shall be liable to refund to the Applicant(s), without interest, only the extra amount against such decrease in the Super Area and the same may be adjusted in the installment payable by the Applicant(s). In case of increase in the Super Area of the said “Independent Residential Floor”, the Developer shall be entitled to recover from the Applicant(s), the additional amount of such increase in the Super Area and other proportionate charges without interest, as the case may be.

11. If as a result of any law that may be passed by any Legislation, Rule, Regulation, Order or Notification that may be made and/or issued by the Government, Competent Authority or any other Authority including the Municipal Authority, and as a result of which the Developer is unable to complete the “Said Project”, then the Developer may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Applicant(s) in pursuance of this Application Form shall continue to remain with the Developer and the Applicant(s) agrees not to move or to obtain specific performance of the terms of this Application Form, it being specifically agreed that allotment vide this Application Form shall remain in abeyance till pending adjudication and further determination by the Court(s)/Tribunal(s)/Authority(ies). However the Applicant(s) may, if he/she so desires, become a party along with the Developer in such litigation to protect Applicant(s) rights arising under this Application Form. In the event of the Developer succeeding in its challenge to the impugned Legislation, Rule, Regulation or Order, as the case may be, it is hereby agreed that this Application Form shall stand revived and the Applicant(s) shall be liable to fulfill all obligations as provided herein. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation, Order, Rule or Regulation does not succeed and the said Legislation, Order, Rule or Regulation becomes final, absolute and binding, then the Developer will subject to the provisions of law/court order refund to the Applicant(s), the amounts attributable to the said “Independent Residential Floor” (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Applicant(s) by the Developer without any interest or compensation of whatsoever nature within such period and in such manner within a reasonable time period . Save as otherwise provided herein, the Applicant(s) shall not have any other right or claim of whatsoever nature against the Developer under or in relation to this Application Form.
12. The Developer shall always have the first lien and charge on the said “Independent Residential Floor” in respect of any charges/ dues/ amounts outstanding, payable by the Applicant(s) to the Developer on any date or time in future under this Application Form.
13. That the Applicant(s) shall pay to the Developer Basic Sale Price (the “**BSP**”), for the purchase of the “Independent Residential Floor”, does not include External Development Charges (EDC), Infrastructure Development Charges (IDC) and Club Membership Fee, which shall be extra and payable as applicable at the time of offer of possession. However, the “BSP” shall be subject to payment of applicable taxes/service tax as may be charged and levied by the Competent Authority(s) and other charges for services and facilities as may be mentioned elsewhere in this Application Form along with applicable interest if any etc. shall be over and above the BSP and shall be payable by the Applicant(s) to the Developer immediately upon demand thereof. The BSP payable for the “Independent Residential Floor” has been calculated on the basis of its Super Area. The term ‘**Super Area**’ shall mean and include the covered area and the area under Periphery/Boundary Walls, Drive Ways, Open Courtyards, setbacks, area under Columns and Common Walls, Balconies, Wardrobe and further includes common area viz. Pergolas, Porches, canopies, projections enclosed from three sides, Stair Mumties, Core Area, Staircase, Passages & Corridors, Lobbies, Atrium, Central Courtyard (internal), Overhead Water Tanks including any

construction for architectural feature in the building/structure, however, not a usable area. It is further categorically agreed and understood by the Applicant(s) that a lawn area in front of the Ground Floor shall be exclusively used by the occupant of the Ground Floor and the remaining area of Front Setback on the Ground Floor is reserved for parking to be commonly used by all occupants of all floors. The occupants of the Ground and First Floor shall be permitted to use the terrace floor for installation of overhead water tanks. Antenna/Discs etc. on the area earmarked for such purpose, however, the occupant of the Second Floor shall have exclusive usage right of the remaining area of the terrace floor. It is further made clear that occupants of Ground Floor shall not have ownership rights in front set back area meant to be used for parking by all occupants of the all the floors of the building, however, the rear set back on the Ground Floor shall be owned and exclusively used by the occupant of the Ground Floor, similarly, occupants of the Ground Floor, First Floor and Second Floor shall not have any ownership right in the terrace, which shall be usable as common area in the manner stated hereinabove.

14. The Applicant(s) hereby agrees to pay as preferential location charges for preferentially located "Independent Residential Floor" wherever applicable. Such preferential location charges shall be payable by the Applicant(s) in the manner and within such time as would be stated in the schedule of payment and shall be over and above the "BSP", whenever applicable. The Applicant(s) has further specifically agreed that due to any change in the Layout Plan, if the allotted "Independent Residential Floor" ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the installment. Similarly if due to any change in the Layout Plan, the said "Independent Residential Floor" becomes preferentially located, then the Applicant(s) shall be liable and agrees to pay as and when demanded by the Developer such preferential location charges.
15. That though the BSP is exclusive of the External Development Charges (EDC) and Infrastructure Development Charges (IDC), pro-rated per the said "Independent Residential Floor" as applicable to the "Said Project" paid to the Authority by the Developer however, the proportionate amount of EDC, IDC and charges on account of external electrification and/or charges for connecting the sub-station with the main-station, shall be paid by the Applicant(s) as demanded from the date on which it is made effective by any Competent Authority and all statutory and non-statutory charges levied by the Competent Authority or any other concerned Government Authority (ies), shall be over and above the "BSP" and shall be payable by the Applicant(s) on pro-rata basis for the said "Independent Residential Floor". In case any upward revision thereof by the State Government agencies/authorities in future is done and demanded, the same shall also be recovered from the Applicant(s) on pro-rata basis from the date of this Application Form. If such charges are increased (including with retrospective effect) after the conveyance document has been executed, then these charges shall be treated as unpaid consideration of the said "Independent Residential Floor" and the Developer shall have the right to recover such charges from the Applicant(s) herein.

Pursuant to the above, the Applicant(s) agree to pay the costs fittings, fixtures, (apart from those mentioned in the Specifications), and costs for electric and water meter etc. and/or any other demand of the Government Authority (ies) which shall be over and above the BSP of the "Independent Residential Floor" and the same shall be paid by him/her/it/them proportionately in accordance with the demand raised by the Developer and/or the Government Authority in this regard.

16. The "BSP" and other charges mentioned elsewhere in this Application Form, along with interest if any thereon in respect of the said "Independent Residential Floor" and the amount due and payable on account thereof has also been agreed to be paid by the Applicant(s). However, in the event of any increase and/or any fresh taxes, cess, levy relating to Infrastructural Development Charges with regards to, but not limited to state/national highways, transport, irrigation facilities and power facilities, electrical facilities/requirements, electricity distribution network /system,

- metro cess, Telephone/internet cables, gas Pipelines etc. thereto being imposed by Government/Semi-Government Body / Statutory Authority along with interest hereafter including interest thereon shall be to the account of Applicant(s) on pro-rata basis, who unconditionally agrees and undertakes to pay the same to the Developer upon demand and/or directly to the concerned Government Authority, as applicable, whether levied with prospective or retrospective effect. Further, the Applicant(s) has been informed by the Developer that the Government usually revises its aforesaid charges from time to time, even after the execution of the appropriate document of conveyance and also raises the demand for the same upon the Developer. In such an eventuality the Applicant(s) unconditionally agrees and undertakes to reimburse/ pay the same along with interest thereon, if any, as and when demanded by the Developer.
17. The cost of electric, sewer and water, storm water connection and any other civic services from main line is also not included in the “BSP” of the said “Independent Residential Floor” and shall be payable by the Applicant(s) in addition to the “BSP” along with other charges stated elsewhere in this Application Form. Further, the Applicant(s) shall pay on demand to the Developer, the amount to be determined at the time of providing electric, sewer and water connection and any other connection of a civic services, which the Developer may provide from the main line/distribution point along the road serving the said “Independent Residential Floor”.
 18. In addition to the above payments, the Applicant(s) also agrees that until the “Said Project” is handed over to the concerned Municipal Authority as per the scheme and policy of the Concerned Authorities/State Government, the Developer and/or its nominated Agency may be required to maintain the “Said Project” and the common facilities attached thereto and therein particularly to the Said “Independent Residential Floor” as well, in such event and until such time as may be decided by the Concerned Authority/ Developer as the case may be, the Applicant(s) shall be required and undertakes to pay Maintenance Charges as applicable as per the Maintenance Agreement to be signed by the Applicant(s) upon offer of possession and further required and undertakes to pay various other charges, all of which are distinct and separate from the “BSP” and other amounts recorded hereunder. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the said “Independent Residential Floor”/ “Said Project” (that shall include the open spaces, parks, roads, parking spaces, landscaping, rain water harvesting systems, electrical systems, sewer and scavenging, sewage, electrification, municipal solid waste (MSW) treatment and other related developments, amongst others) and the applicable security deposit and Maintenance Charges are payable by the Applicant(s) in respect of the same.
 19. The Applicant(s) also agrees and undertakes to pay the cost of complying with statutory requirements including but not limited to all kinds of taxes, for providing and constructing other services for the “Said Project”, as may be applicable and levied from time to time in relation to the said “Independent Residential Floor” and/or the “Said Project” and the same would be payable by the Applicant(s) on pro-rata basis in accordance with the area of the “Independent Residential Floor” and the proportionate land area over which the said “Independent Residential Floor” is proposed to be erected.
 20. For the purposes of this Application Form, “Tax”, “Taxes” or “Taxation” mean and include but are not limited to all forms of taxation, charges, duties, levies, Cess, Fees, Value Added Tax, Customs and Excise Duties, Service Tax, Capital Tax and other legal transaction Taxes, Stamp Duty, Registration Charges, Real Estate Taxes, House Tax and other Municipal Taxes and Duties, Environmental Taxes and Duties and any other type of Taxes or Duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
 21. In addition to the above, if Taxes, are payable to or demanded by any Authorities, Town and Country Planning Punjab, Competent Authority, Municipal Corporation, or any other local Authority or Governmental Agency or Public Sector Undertaking in respect of the said “Independent Residential Floor” or the “Said Project”, the same along with applicable interest shall exclusively be borne by the Applicant(s) in proportion to the area of the “Independent

Residential Floor” and shall be payable immediately as and when demanded by the Developer failing which will entitle the Developer to have lien/charge on the said “Independent Residential Floor” and that the Developer shall have unfettered rights to institute appropriate proceedings and recover the outstanding sums.

22. The Developer shall co-ordinate provision of power back-up through outsourced Agency /Arrangements, which shall provide power backup for common areas such as lighting of roads & streets, parks, security posts & surveillance security, water works, running and maintaining of STP etc and in addition specified load for each “Independent Residential Floor”. This external Agency in association with the maintenance agency shall incur the expenses towards consumables such as fuel & lubricants, cost of Maintenance, normal wear and tear, equipment insurance and replacement funds etc and shall recover the same from the Applicant(s) on a pro rata basis, however, the fixed cost on the equipments and machinery used for providing this services shall be borne by the Developer and the same shall not be charged from the Applicant(s). The said arrangement will be handed over along with the handing over maintenance of the township to the Competent Authority, whose policy guidelines, rules and regulations as applicable from time to time shall prevail and shall be binding on the Applicant(s). However, the Developer shall always be kept indemnified for any inconvenience, interruption in services, liabilities, or financial impact or any other charge/ charges, future taxes as levied by the Competent Authority and/or any other Competent Authority. The principal responsibility of providing these services shall always be of the hired/appointed/operating agency and Developer’s role will be of a coordinator only. It is clarified that the distribution network is designed in such a way that the Main Electricity as well as the power back-up is provided to the “Independent Residential Floor” through single line connection, however, dual metering will be used for recording the consumption of electricity and charges accordingly. It is further categorically stated that the Applicant(s) under no circumstances shall withdraw from such facility of power back-up.
23. The “BSP” along with payments of other charges mentioned elsewhere in the Application Form along with interest if any thereon etc. as agreed hereunder and due and payable in respect of the said “Independent Residential Floor” is to be paid by the Applicant(s) to the Developer as mentioned hereunder and/or as per the payment plan opted by the Applicant(s).
24. The Applicant(s) agrees that an amount equivalent to 15% of the BSP of the said “Independent Residential Floor” will be treated as Earnest Money. The Applicant(s) further agrees and undertakes to pay the BSP including all other charges as described in this Application Form as well as the “Independent Residential Floor” Allottee(s) Arrangement in the manner and in accordance with the time schedule provided in the Payment Plan annexed as **Annexure-II**, and Maintenance Charges as per the Maintenance Agreement to be signed prior to handing over the possession of said “Independent Residential Floor”, and failure to pay these sums within the specified dates shall make the Applicant(s) liable to pay simple interest @ 18% per annum till the date of actual payment.
25. The Applicant(s) agrees and acknowledges that the Developer is under no obligation to send demands/reminders for payments of the balance consideration. It is clarified that it is the responsibility of the Applicant(s) to pay the balance consideration as and when the same shall fall due in accordance with the respective Payment Plan applicable to the said Applicant(s). However, the Developer, though not under obligation, shall keep the Applicant(s) intimated and raise demands of the Installment/ Payment/ Charges as and when the same are due and payable by the Applicant(s) from time to time.
26. It is understood and agreed by the Applicant(s) that making payment of Sale Consideration as aforesaid in accordance with the Payment Plan and due dates as per the call notices or otherwise together with applicable simple interest at the rate of 18% per annum is the essence of this Application Form as well as the “Independent Residential Floor” Allottee(s) Arrangement. In the event, the Applicant(s) fails to make payment on due dates as aforesaid and is in default for a period exceeding 2 (Two) months, the Developer shall have unfettered right to cancel the

allotment and forfeit the Earnest Money and also recover arrears on account of accrued interest, brokerage and any other expense or tax if so incurred and accordingly refund the balance to the Applicant(s). The Developer shall have lien on the said "Independent Residential Floor" for recovery of its dues, without prejudice to any legal remedy / right available to the Developer.

In case the sum paid by the Applicant(s) falls short of Developer's claim, as aforesaid, then the Developer shall have the right to recover the balance from the Applicant(s) upon or after the cancellation.

The Applicant(s) understands the implications of the cancellation and agrees with the Developer that the Applicant(s) shall have no claim, whatsoever, on the said "Independent Residential Floor" which shall stand resumed by the Developer and that the Developer shall have the right to deal with the said "Independent Residential Floor" in any manner thereafter as it deems appropriate.

27. All payments due from the Applicant(s) under this Application Form as well as in the subsequent "Independent Residential Floor" Allottee(s) Arrangement shall be made only through Cheque/Demand Draft/Pay Order payable at **Chandigarh /New Delhi/ Mohali**, in favour of "**M/s Country Colonisers Private Limited**". The reverse of each Instrument shall record the number of the said "Independent Residential Floor" and name of the Applicant(s)/First Applicant(s) under this Application Form. In case said "Independent Residential Floor" is allotted to joint Applicant(s), then it is agreed that the Developer shall issue the payment receipt only in the name of the First Applicant(s) irrespective of whether the payment was received from any of the Joint Applicant(s).
28. For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. The dishonor of such payment instruments for any reason, shall entitle the Developer to charge from the Applicant(s) an additional amount of Rs. 1000/- (Rupees One Thousand Only) towards loss of creditability, administrative & handling charges.
29. The Applicant(s) shall be entitled to a receipt, to be issued by the Developer against all payment(s) made by the Applicant(s) to the Developer, which shall be subject to the clearance of the payment(s)/instrument(s) by which the payments have been made.
30. Subject to all the Applicant(s) of the said "Independent Residential Floor" in the "Said Project" making timely payment(s), the Developer shall endeavor to complete the development of the "Said Project" in general and the said "Independent Residential Floor" in particular as far as possible within 24 (twenty four) months along with an extended period of (6) six months from the date of execution of the "Independent Residential Floor" Allottee(s) Arrangement.
31. For the purposes of this Application Form, "Force Majeure" shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all or any of the following conditions:

Materially and adversely affecting the "Said Project" and/or the performance of an obligation of the Developer;

And are beyond the control of the Developer;

And includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:
 - (a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
 - (b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;

- (c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the “Said Project”;
 - (d) Non-payment of sums due from the Applicant(s) including payment of installment/applicable interest and levies as mentioned herein above on time by any of the Applicant(s) of the said “Independent Residential Floor”.
 - (e) change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Housing Project or rights therein;
 - (f) acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
 - (g) any dispute between the Developer and the Applicant(s) and/or between the Developer and the person, persons, association of persons obstructing and creating hurdle in the progress of the development work of the “Said Project” and/or any proceeding initiated in this regard;
 - (h) any judgment or order of any court of competent jurisdiction or Government in India or the State Government or any Local Body or Statutory Authority, made against the Developer in any proceedings;
 - (i) any other reason which can be construed to be beyond the control of the normal human being;
32. Without prejudice to the above, it is hereby agreed that possession of said “Independent Residential Floor” shall be delivered by the Developer to the Applicant(s) only upon registration of the appropriate document of conveyance and subject to clearance of all dues and demands payable by the Applicant(s) to the Developer up to the date of such possession as specified herein.
33. The Applicant(s) shall take possession of the said “Independent Residential Floor” within 30 (thirty) days from the date of issue of offer letter to take possession, failing which the Applicant(s) undertakes and agrees to pay the Holding Charges as may be decided by the Developer from time to time besides the applicable Maintenance Charges, for the entire period after expiry of 30 (thirty) days during which the Applicant(s) does not take delivery of physical possession of the “Independent Residential Floor”. The Holding Charges shall be decided by the Developer and the same may be revised or modified from time to time, by the Developer in view of the prevailing circumstances. The purpose for imposition of this charge is to ensure and secure the habitation in the “Said Project” at the earliest which otherwise is the object of the Government for granting development of the “Said Project”. It is hereby clarified that these Holding Charges shall be independent of all dues and charges specified hereunder. Where the Applicant(s) omits, fails, refuses and/or neglects to take possession of the said “Independent Residential Floor” from the Developer for any reasons whatsoever, the said “Independent Residential Floor” shall be held by the Developer at the risk and cost of the Applicant(s) and the Developer shall in its sole discretion, reserve the right to cancel the allotment in such circumstances and forfeit the Earnest Money, recover delayed payment interest and other outstanding dues accrued as per this Application Form as well as the “Independent Residential Floor” Allottee(s) Arrangement and refund the balance price paid by the Applicant(s) without any interest/compensation upon realization of money from resale/re-allotment to any other intending Applicant(s).

34. The Applicant(s) having complied with its obligations under the Application Form as well as “Independent Residential Floor” Allottee(s) Arrangement, including but not limited to timely payment of the entire Consideration and other charges as per the payment plan opted by the Applicant(s), in the event of willful delay in construction of the “Independent Residential Floor” for reason attributable solely to the Developer, delay charges would be payable to the Applicant(s) at the rate of Rs.5/- per square feet per month on Super Area. It is hereby clarified that the aforesaid delay charges shall be payable, subject to demand being raised by the Applicant(s) for the same (and will be calculated from the date of the said demand), till the date when possession of the “Independent Residential Floor” is offered to the Allottee(s). Further, all payments towards the delay charges, as due from the Developer, would be adjusted from the payment due to the Developer from the Applicant(s) at the time of the final settlement of Sale Consideration of the “Independent Residential Floor”. Provided specifically that, the Developer shall be entitled, without the payment of any delay charges, not to offer the possession of the “Independent Residential Floor”, to the Applicant(s), till all payments/amount due and payable by the Applicant(s), as of such date, including all default, payment of interest etc., have been paid by the Applicant(s).
35. Subject to the aforesaid, in the event of the Applicant(s) failing to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Applicant(s) shall, be liable to pay the Maintenance Charges or any other Taxes, leviable or applicable in relation to the said “Independent Residential Floor” to the Maintenance Agency appointed by the Developer and/or to the Statutory Body as the case may be.
36. The Applicant(s) agrees and undertakes to abide by Law, Rules, Regulations and Byelaws and he/she/they shall have no objection to the Developer undertaking development and construction work over other adjoining lands of the “Said Project”.
37. The Applicant(s) agrees and undertakes that the Developer, shall have a lien on the said “Independent Residential Floor” allotted to the Applicant(s) till all outstanding dues viz. installments of sale consideration, other charges along with interest/ outstanding installments with interest and penal interest for delays and any other amounts due from the Applicant(s) on any account is fully paid to the Developer and accordingly, the Developer shall have all the rights available to the lien-holder on the said “Independent Residential Floor” so allotted till such time.
38. After the completion of construction of the said “Independent Residential Floor”, the Developer shall hand over the Possession of the same in the manner stated under herein above, the Developer shall, subject to the Applicant(s) having paid the entire consideration and other charges and dues to the Developer as per the Payment Plan, shall execute the appropriate document of conveyance/sale deed in favour of the Applicant(s) for transfer of ownership of the said “Independent Residential Floor” as per applicable laws, including inter alia the rules, regulations and bye-laws of the Government, and the same shall be executed in the form as prescribed or approved by the Developer.
39. Save and with the sole exception of the said “Independent Residential Floor” allotted to the Applicant(s), the Applicant(s) shall have no proprietary title or interest over any common area/limited common area and facilities (the “**Common Area**”) in the “Said Project”, provided that the Applicant(s) shall, subject to the payment of maintenance charges along with interest, shall have easement rights to use the Common Area.

However, all such Common Area and facilities shall remain with the Developer and such area will be maintained and managed either by the Developer itself or through its nominated Maintenance Agency. The Applicant(s) shall not have any objection in this regard.

Provided further that Club, Community Hall, Open Spaces, Public Amenities, Business Lounges, Shopping Centers if any, and all other such facilities shall remain in the sole ownership,

management and control of the Developer or its nominee(s) as the case may be. The Applicant(s) shall be allowed to use club facility after obtaining the membership.

40. The Applicant(s) agrees and undertakes to co-operate with the Developer at all times, and shall, from time to time, sign and execute all applications, papers, documents, Maintenance Agreement and all other relevant papers, do all acts, deeds and things as the Developer may require for the purposes of giving effect to the terms of various approvals/permission and/or licenses granted by the Competent Authority for the "Said Project", the Application Form as well as the "Independent Residential Floor" Allottee(s) Arrangement, and for safeguarding the interests of the Developer and other "Independent Residential Floor" Owners, in relation to the said Floors of the residential building.
41. At any time prior to payment of entire consideration and other charges mentioned elsewhere herein along with interest thereon allied and incidental thereto as agreed to be paid and prior to the execution of an appropriate document of conveyance and subject to clearing of all dues and outstanding payable to the Developer in terms hereof, till that date, the Applicant(s) may transfer the entire "Independent Residential Floor" and not in parts, on payment of the Administrative Charges, at such rate as may be decided by the Developer from time to time and the Stamp Duty, Taxes, if any, demanded by the Concerned Authority on such transfer at any point of time whether retrospectively or prospectively, shall be paid by the Applicant(s). Notwithstanding above, except the payment of stamp duty if applicable, the first Transfer shall not attract the Administrative Charges, however, all subsequent transfers after the first transfer shall attract Administrative Charges at such rate as may be decided by the Developer from time to time. Any change in the name (including additions/deletion) registered as Applicant(s) with the Developer will be deemed as Transfer for this purpose. Further, the Administrative Charges for the transfer of "Independent Residential Floor" amongst family members (husband/wife and own children / mother / father and real brother/sister) will be 25% of the normal Administrative Charges for every transfer. The Claims, if any, between Transferor and Transferee as a result of subsequent reduction/increase in the area or its location will be settled amongst themselves only and the Developer will not be a party to it. It will be the responsibility of the Transferor to obtain necessary permission and comply with the provisions of any applicable laws. Further, each and every transfer shall have to be endorsed by the Developer. In case, it is discovered otherwise, the Developer shall hold the original Applicant(s) whose name stands in the records of the Developer before such endorsement, liable in all eventualities of default and obligations.
42. The Applicant(s) undertakes to pay the applicable Administrative Charges as may be charged from time to time as communicated by the Developer for such transfer, substitution, endorsement and assignment (including towards the execution of any agreement, documents, or contractual agreement as may be required under any applicable law), together with arrears of installment(s) along with interest thereon due and also any applicable stamp duty, Taxes, levies if applicable and payable for such substitution /assignment, shall be to the sole account of and be payable by the Applicant(s) prior to such substitution/assignment.
43. The Developer, as stated herein above, shall either directly or through its appointed Maintenance Agency as the case may be, provide the requisite common area maintenance and other services within the "Said Project" till such time the maintenance of common services is assumed by the Local Civic Authority and /or the same is handed over to Resident Welfare Association. The maintenance services shall broadly include garbage disposal & upkeep of common areas, water supply, sewerage system and drainage system, lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, boundary walls /fencing, horticulture, provision of general watch and ward within the Colony (collectively referred to as "**Maintenance Services**"). The Applicants(s) agrees to bear all the costs and charges proportionately for the upkeep of the said Project including the charges for Maintenance Services that may be imposed by the Developer from time to time. Further, it is clarified that the provision for electric Power backup , individual water/sewer connection charges, club membership/usage of club facilities,

Interest Free Maintenance Security Deposit (IFMSD), or such like additional facilities, are not included in the BSP and shall be payable by the Applicant(s) separately, as may be applicable.

44. The Applicant(s) hereby agrees to sign and execute Maintenance Agreement with the Developer and/or Maintenance Agency prior to possession and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be determined/ revised by the Developer/Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the first day of the subsequent calendar month in which the possession of the “Independent Residential Floor” is offered by the Developer to the Applicant(s). In addition to the maintenance charges, the Applicant(s) also undertakes and agrees to make the timely payment of the charges for power back-up to the Maintenance Agency. The charges for consumption will be determined by the Maintenance Agency from time to time based on the price of fuel, maintenance, management and upkeep, of DG set, etc. and the bills for power back-up will be raised by the Maintenance Agency as per the reading in the meter for power back-up installed for the said “Independent Residential Floor” of the Applicant(s). It is hereby agreed that the Maintenance & power back-up Charges shall be due and payable from the first day of the subsequent calendar month in which the possession of the “Independent Residential Floor” is offered by the Developer to the Applicant(s). The Applicant(s) agrees and undertakes to pay and clear the maintenance and power back-up bills on monthly/quarterly basis as may be applicable, and as raised by the said Maintenance Agency (after the date of offer of possession i.e. soon after the certificate for occupation and use is granted by the Competent Authority) on pro-rata basis irrespective of whether the Applicant(s) is/are in occupation of the said “Independent Residential Floor” or not. In case the Applicant(s) fails to pay the maintenance bill, power back-up bill or other charges on or before the due date, then the Applicant(s) in addition to permitting the Developer/ Maintenance Agency to deny him/her/them the maintenance services also authorizes the Developer / Maintenance Agency to adjust the interest accrued on such bills from the IFMSD (Interest Free Maintenance Security Deposit). The Applicant(s) further authorizes the Developer / Maintenance Agency to adjust the principal amount of the IFMS against such default. If due to such adjustment in the principal amount, the IFMSD falls below, the Applicant(s) also hereby undertakes to make good the resultant shortfall within 30 days of demand made by the Developer / Maintenance Agency. Further, the Maintenance Agency / Developer, as the case may be, reserves the right to increase IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Applicants(s) undertakes to pay such increase within 30 days of demand by the Maintenance Agency falling which the Maintenance Agency shall take recourse to such legal action as it may deem fit to recover such dues.
45. That the Applicant(s) has specifically confirmed to the Developer that the allotment of the said “Independent Residential Floor” shall be subject to strict compliance of a code of conduct that may be determined by the Developer and rules and regulation of the concerned Authority(s) for occupation, use and enjoyment and such other conditions as the Developer may deem fit from time to time, which may include but shall not be limited to operation hours of various Maintenance Services, general compliances for occupants of the “Independent Residential Floor”.
46. The Applicant(s) agrees and undertakes to enter into and execute a separate Agreement with the Developer/Maintenance Agency (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the “Said Project” prior to the Applicant(s) taking possession of the said “Independent Residential Floor”. The Maintenance Agreement may inter-alia specify the Maintenance Services to be provided in relation to the “Independent Residential Floor” and the “Said Project” and the applicable Maintenance Charges payable by the Applicant(s) in respect of the same. It is also agreed that prior to taking over the possession of the said “Independent Residential Floor”, the Applicant(s) shall become a Member of Resident Welfare Association (“**RWA**”) or such other association at the time being in force and shall also pay the requisite membership fee and subscription fee thereof.

47. Further, the Applicant(s) undertakes to pay the Maintenance Charges in advance to the Developer/Maintenance Agency as per bills raised by the Maintenance Agency. The Applicant(s) shall pay prior to taking over the possession of the “Independent Residential Floor” interest-free maintenance security deposit (IFMSD) equivalent to 6 (Six) months maintenance charges. The Applicant(s) agrees and undertakes that in case of non-payment of maintenance charges upon demand, the Applicant(s) shall be liable to pay the amount due along with simple interest @ 18% per annum, till the date of actual payment. The Applicant(s) understands and agrees that unpaid amount towards maintenance charges and interest for delayed period constitute lien on the said “Independent Residential Floor” in favour of the Developer. The Applicant(s) understands that the maintenance charges may be modified by the Maintenance Agency keeping in view the prevailing conditions and price index at that time. The Applicant(s) shall always ensure to update and maintain the security deposit equivalent to the prevailing 6 (Six) months maintenance charges, after every increase.
48. The Parties agree and acknowledge that in the event of transfer of the “Independent Residential Floor” (whether by means of a sale, assignment, disposal or otherwise), subject to the payment of administrative charges, the security deposit shall stand transferred in the name of the transferee and the Applicant(s) shall not claim refund of the IFMSD.
49. The Applicant(s) agrees and undertakes to pay all applicable property tax and other taxes as may be assessed by any Government concerned Authority, in respect of the said “Independent Residential Floor” (in accordance with the Area) directly to such Authority.
50. The Parties agree that in addition to the Maintenance Charges, the Applicant(s) may from time to time be required, as may be specified and demanded by the Developer/ Maintenance Agency to contribute to **‘Replacement Fund’ at Rs. _____/- per sq ft. per year**, which shall be utilized for the express object of providing for replacement or refurbishing of capital/ maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the ‘said Project’.
51. The Applicant(s) further undertakes and agrees that in the event of his/her/their default in making the payment of Maintenance Charges and other related charges etc., the Developer/Maintenance Agency shall be free to disconnect or withdraw the /power back-up/water supply and other services till such time until the dues of Maintenance charges are cleared / paid along with interest as notified from time to time by the Developer / Maintenance Agency for the delayed period by the Applicant(s).
- The Applicant(s) further agrees and undertakes that he/she/it/they shall not raise any kind of objection whatsoever against such disconnection if he/she/it/they is/are defaulter in payment of dues of Maintenance Charges. Before disconnecting the water supply and services the Developer/Maintenance Agency shall however, give 7 (seven) days notice to the Applicant(s) for rectifying the default.
52. The Applicant(s) agrees and undertakes that the Mega Integrated Township viz. “Wave Estate” shall at all times be governed by the provisions of the Permissions / Approvals / Sanctions /policies and relevant applicable laws/Acts including the amendments thereto from time and time and the Applicant(s) shall at all times abide by the same.
53. The “Independent Residential Floor” shall be always used only for residential purposes only.
54. The Applicant(s) agrees and undertakes that the Applicant(s) shall not do or permit to be done, any of the following acts:
- (a) To divide or sub-divide the “Independent Residential Floor” in any manner, which is at all times including even after the execution of the appropriate document of conveyance, required to remain a single unit;

- (b) store / stock / bring into / keep in the said “Independent Residential Floor” any goods / material / fluid/ chemical / substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Applicant(s) agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and /or expose to risk of such damage, to the structure or safety of the building or neighbouring buildings , and/or the assets of the other neighbours.
55. The Applicant(s) further agrees, acknowledges and undertakes that:
- (a) The Applicant(s) shall abide by the building bye-laws and Rules and regulation as prescribed by the Competent Authorities/Developer from time to time. The Applicant(s) further undertakes to follow the relevant Municipal bye-laws and rules and amendment thereof as may be applicable from time to time over the “Said Project” and to pay all applicable taxes in respect of the said “Independent Residential Floor”, and/or the “Said Project” (in proportion to the Area of the “Independent Residential Floor”).
- (b) The “Said Project” shall always be known as “Wave Estate” and name of the same shall not be changed by Applicant(s), any Association or Society of the “Independent Residential Floor”, Owners and Residents or any other persons. Further, at all times, the name of the “Said Project” i.e. “Wave Estate” and the name of the Developer and/or its Logo/Trade Mark shall be displayed at prominent places in the “Said Project”. The copyright/trademark and/or all intellectual property (including the words “Wave Estate”), (whether registered or not) shall always remain and vest with the Developer, and no person, including but not limited to the Applicant(s) Association/Society or the Occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual property. Further, the Applicant(s) undertakes that even on the formation of Resident Welfare Association, the signage of Developer shall remain where they are and Developer shall always have the sole discretion to put up the signage at the prominent places in the “Said Project” as the Developer shall deem fit and neither any Applicant(s) nor the Resident Welfare Association shall have any objection to the same.
56. The Applicant(s) hereby agrees and undertakes that the Applicant(s), its successor or Legal Representatives and subsequent purchasers of the said “Independent Residential Floor” shall not for all the times to come raise any kind of construction whatsoever or put any Pillar, Gate, Barricade, Fencing etc. (neither temporary nor permanent) beyond the periphery of the said “Independent Residential Floor” allotted to him. The Applicant(s) or his Successor or Legal Representatives and subsequent purchasers also agree and undertake that he/she/it/they shall not park any vehicle on the road in front of the said “Independent Residential Floor” except over the space specified for parking, failing which the Developer/ Maintenance Agency shall be free to take any legal and coercive action against the Applicant(s)/successor/subsequent purchaser. The Applicant(s) further undertakes and agrees that he/she/it/they shall record and stipulate this undertaking in all the subsequent transfer documents and all successors/legal representatives/subsequent purchasers shall be bound by this undertaking/condition.
57. In accordance with the development plan of the “Said Project”, the Club/Community Hall may be developed simultaneously with or after the development of the “Said Project”. The Applicant(s) after paying the requisite membership fee may avail the Club/Community Hall facilities, however, the Developer and/or its nominated agency shall have the sole right and discretion to award/grant memberships to the other applicants and other occupants of the “Said Project”, which decision the Applicant(s), shall not dispute at any time and/or for any reason whatsoever. The Club/Community Hall shall be managed by the Developer and /or its nominees. The Applicant(s) shall not interfere in the management and/or maintenance of the club in any manner whatsoever. The ownership of the club/Community Hall, its equipment, buildings and construction together with the rights in the land underneath shall continue to vest with the Developer unless transferred/conveyed to any third party, at all times irrespective of whether its management is

done by the Developer and/or its nominee appointed for this purpose. The Applicant(s) shall be entitled to avail the Club/Community Hall facilities services only as per the rules and regulations of the Club/Community Hall.

58. All other facilities and amenities other than specified above are specifically excluded from the scope of this Application Form and the Applicant(s) shall not be entitled to any easement, ownership, title and interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the “BSP” and the Applicant(s) has not paid any money for use or ownership in respect of such areas, facilities and amenities. The Applicant(s) agrees that the ownership of such areas and facilities and amenities shall vest solely with the Developer and manner/ method of their usage shall be determined by the Developer. The Developer as the owner of such areas, facilities and amenities, shall have the sole and absolute right and authority to deal, in any manner, including but not limited to creation of rights in favor of any third party by way of sale, transfer, lease or any other mode which the Developer may deem fit.
59. The Parties agree and understand that the execution of “Independent Residential Floor” Allottee(s) Arrangement is subject to the terms and conditions, restrictions and limitations contained in the agreement executed with Government of Punjab, Approvals, Sanctions and permission granted by the Competent Authority(s). The Applicant(s) has read and understood the clauses of this Application Form and has undertaken to abide by all such terms and conditions, restrictions and limitations as stated above.
60. As stated above, the Applicant(s) acknowledges that the Developer has provided all information & clarifications as required by the Applicant(s) and that the Applicant(s) has made his/her/their independent assessment and that he/she/it/they has(ve) made requisite enquiries in electing to buy and enter into this Application Form and that Applicant(s) without relying on any of the Developer’s sales and promotional material and is not 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 Developer, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and area of the “Said Project” and the Said “Independent Residential Floor” (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer, the estimated facilities/amenities to be made available to the Applicant(s) or any other data except as specifically represented in this Application Form but the Applicant(s) had also otherwise made investigation and after full satisfaction had made his/her/its/their own judgment in deciding to enter into this Application Form for allotment of the “Independent Residential Floor”. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Application Form. There is no inducement or any promise/obligation by the Developer with the Developer’s obligations limited to what is stated hereinabove.
61. The Applicant(s) has seen and accepted the area and the Specifications of the “Independent Residential Floor”, after requisite examination and evaluation, which are subject to change if any. The Applicant(s) agrees and acknowledges the right of the Developer to effect such variations, additions, alterations, deletions and modifications therein as it may deem appropriate and fit and proper in the interest of the “Said Project” / Said “Independent Residential Floor” or as may be done or required to be done in accordance with the directions of any Competent Governmental Authority and/or the Architects/Engineers engaged for the “Said Project”. The Applicant(s) hereby unconditionally permits the Developer for all such variations, additions, alterations, deletions and modifications, however, material changes if any shall be intimated to the Applicant(s) from time to time.
62. The Applicant(s) agrees and acknowledges that the Applicant(s) is entering into this “Independent Residential Floor” Allottee(s) Arrangement after requisite due diligence, examination and independent judgment and with full knowledge of all the laws, rules, regulations, notifications,

statutory provisions applicable to the development of such Projects and has fully understood his/her/their rights, duties, responsibilities, obligations there under, and the Applicant(s) unconditionally undertakes to abide by the same.

63. The Applicant(s) agrees and acknowledges that the ownership, occupation and enjoyment of the said "Independent Residential Floor" will be subject to a number of restrictions as also obligations as explained and understood and as also detailed in "Independent Residential Floor" Allottee(s) Arrangement/ Application Form, and the Applicant(s) accepts all such restrictions and obligations.
64. The Applicant(s) shall be solely responsible and liable for any financial Assistance as may be required by the Applicant(s) for acquiring the said "Independent Residential Floor" though the purchase of the said "Independent Residential Floor" is not dependant on such Financial Assistance support. However, the Developer will assist the Applicant(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further clarified that the Developer shall not at all be liable and/or responsible in case of non available of loan to the Applicant(s) by the Bank/ Financial Institution for purchase of the said "Independent Residential Floor".
65. The Developer has made clear to the Applicant(s) that it may carry out extensive developmental / construction activities in future in the entire area falling in the "Said Project" which could be in and around the location of said "Independent Residential Floor" allotted to the Applicant(s) and that the Applicant(s) has confirmed that he /she/they shall not raise any objections or make any claims or default in any payments as demanded by the Developer on account of inconvenience, if any, which may be suffered by them/him /her due to such developmental/construction activities or incidental/related activities.
66. The Applicant(s) agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous, inflammable and Explosive substances within the Premises of the "Independent Residential Floor". The Provisions of the Inflammable Substances Act, 1952; The Petroleum Rules, 2002; The Gas Cylinder Rules, 2004 and /or any other relevant Act or Rule as applicable from time to time on the "Said Project" and said "Independent Residential Floor".
67. The Applicant(s) hereby authorizes and permits the Developer to raise finance, loan from any financial institution/ bank by way of charge, mortgage, securitization of receivable or any other mode or manner by charge or mortgage of the "Independent Residential Floor" of the "Said Project", subject to the condition that the "Independent Residential Floor" being the subject matter of the "Independent Residential Floor" Allottee(s) Arrangement/ and/or this Application Form shall be free from all encumbrances at the time of execution of the appropriate document of conveyance.
68. The Applicant(s) understands and agrees that in event of non-compliance of any of the terms and conditions and clauses mentioned above, the Rules, Regulations terms and conditions of the relevant laws and rules and by-laws, or any misrepresentations made by the Applicant(s) or in case of failure to pay the amount due as per the payment schedules, the Developer shall have right to cancel the allotment and forfeit the Earnest Money and refund the balance amount out of the amount paid by the Applicant(s) after deducting the amount of interest accrued on the delayed payment(s) together with all costs, expenses, taxes and service charges, brokerage and all other necessary administrative and other charges as may be specified by the Developer.
69. Any delay or indulgence by the Developer in enforcing the terms of this Application Form or any forbearance or giving of time to the Applicant(s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of the "Independent Residential Floor" Allottee(s) Arrangement / Application Form by the Applicant(s) nor shall the same in any manner prejudice the rights of the Developer.

70. Any notice or other writing required or permitted to be given here under (referred to in this Clause as a Notice) to any Party shall be deemed to be sufficiently served if delivered personally or sent by prepaid registered post/email or if transmitted by fax or other form of recognized communication.
71. In the case where there is more than one person constituting the Applicant(s), the notice shall be sent to the person first mentioned as the First Applicant(s), on the address available in the records of the Developer and the Notice sent in this manner shall be deemed to be served on the joint Applicant(s). Further, it shall be the responsibility of each Applicant(s) to inform the Developer by means of a written Notice and also obtain a formal specific receipt in relation to all subsequent changes, if any, in the address, failing which all communications and letters posted at the first registered/recorded address shall be deemed to have been received by the Applicant(s) within a reasonable time subject to mode of communication but not later than 3 (three) working days.
72. That it is made abundantly clear that in respect of all remittances related to purchase/acquisition/transfer of the "Independent Residential Floor", 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 Developer with such permissions, approvals, etc., which would enable the Developer to fulfill its obligations under this Application Form. Any refund, transfer of security, if provided in terms of this Application Form, 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)'s part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they shall be solely liable for any action that may be taken by the competent authorities in this regard. The Developer accepts no responsibility in this regard and the Applicant(s) shall keep the Developer 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(s), it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Applicable Laws.
- Further, in case any such approval, license or permission is ever refused or subsequently found lacking by the Government/RBI, the Developer shall be entitled to terminate this Application Form.
73. Where any payments are made by any third party by or on behalf of the Applicant(s), the Developer shall not be responsible towards any such third party and such third party shall not have any right in the said "Independent Residential Floor", except as may be specifically consented to by the Developer in writing and subject to indemnification in respect thereof.
74. Words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.
75. The Applicant(s) hereby further covenants with the Developer to pay from time to time and at all times, the amount which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of this Application Form and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless and observance and performance of the covenants and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions by the Applicant(s).
76. Except as specified herein, the Applicant(s) shall not be entitled to assign any benefits, obligations or burdens under this Application Form to any third party without the prior written consent of the Developer. Subject to the foregoing, this Application Form shall inure to the benefit of and be

binding upon the Parties and their respective successors/legal representatives (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.

77. That it is expressly agreed and understood by the Applicant(s) that the terms and conditions stipulated herein shall be in addition to the terms and conditions of the “Independent Residential Floor” Allottee(s) Arrangement and the principal of harmonious construction shall be followed for interpretation of clauses stated therein. However, in case of any contradiction between the terms and conditions stipulated in this Application Form, the terms and conditions stipulated and specified in the subsequent “Independent Residential Floor” Allottee(s) Arrangement shall supersede the terms and conditions as set out therein in its interpretation and applicability.
78. The Applicant(s) also understands that the appropriate document of conveyance shall be construed as the principle document between the Parties and it shall be the sole responsibility of the Applicant(s) to get the same registered with the competent authorities on payment of applicable requisite stamp duty and registration charges. That the Applicant(s) shall pay, as and when demanded by the Developer, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the appropriate document of conveyance of the said “Independent Residential Floor”, which shall be executed and got registered upon receipt of the entire sale consideration including other charges due and payable against the said “Independent Residential Floor”.
79. All or any dispute arising out of or touching upon or in relation to the terms of this Application Form 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 Arbitration. The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications thereof the time being in force. The Arbitration proceedings shall be held at the Corporate Office of the Developer by a sole Arbitrator who shall be appointed by the Developer, or any person nominated by it and the cost of Arbitration shall jointly be borne by the Parties in equal ratio. The Applicant(s) hereby confirms that he/she/it shall have no objection to this appointment, nor will they challenge the same on the ground that Sole Arbitrator is Developer’s nominee on ground of Independence or impartiality. However the Developer assures the Applicant(s) that such Arbitrator shall be independent and impartial, who will not have any concern with the outcome of the case or Award passed by the Sole Arbitrator. The Arbitration proceeding shall be held at New Delhi and the District Courts at S.A.S Nagar, District Mohali shall, to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/ or concerning this Application Form, regardless of the place of execution of this Application Form. This will be without prejudice to the territorial and statutory jurisdiction of Punjab & Haryana High Court.
80. I/We have now signed and paid application 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 Developer that in the event of cancellation of my/ our provisional allotment, either by way of forfeiture or refund of all my monies (save and except for deductions/forfeiture of earnest money), without interest 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 on the said “Independent Residential Floor” applied for in any manner whatsoever.

Yours faithfully,

Signatures of: _____
Sole/First APPLICANT(s) Second APPLICANT(s) Third APPLICANT(s)

Documents to be submitted along with the Application Form

Resident of India:

- Copy of PAN Card
- Photographs in all Cases
- Identity and residential proof of the individual person (s)

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case 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 DEVELOPER:

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

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.