

SL No.

APPLICATION FOR ALLOTMENT OF FLAT / DWELLING
UNIT IN GROUP HOUSING RESIDENTIAL COMPLEX NAMED
AS 'GPL EDEN HEIGHTS' SECTOR-70 GURGAON, HARYANA.



GATEWAY TO A BETTER TOMORROW

Dear Sirs,

I/We the undersigned request that I/We may be allotted a Flat/Dwelling Unit [hereinafter referred to as "the Flat"] in your proposed Group Housing Residential Complex named as 'GPL EDEN HEIGHTS' at Sector-70, Gurgaon, proposed to be constructed on a plot of land measuring 87 Kanals 5 Marlas [approx. 10.90 Acres], situated at Village Badshapur, Tehsil & District Gurgaon under your Down Payment Plan /Construction Linked Payment Plan, in terms of Collaboration Agreement dated 21st August 2006, entered into by and between the Company [Developers therein] and Shri Vijay Kumar & Others [Owners therein].

I/We agree and note that the allotment of a Flat is entirely at the sole discretion of the Company and the Company has the right to reject any offer without assigning any reason thereof and without incurring/carrying any liability towards cost/damage/interest etc. except that the registration amount received on registration or thereafter shall be refunded to the applicant[s].

I/We agree and note that the allotment of a Flat as and when made by the Company, shall be provisional whereupon formal Flat Buyer's Agreement shall be executed between the parties.

I/We have read, understood and signed Salient Terms and Conditions for Allotment and Sale of Flat attached to this Application Form and Allotment based on this application shall be subject to the Salient Terms and Conditions attached to this application and I/We agree to abide and be bound by the terms and conditions of the Allotment and Sale as laid down therein and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We further agree to sign and execute as and when desired by the Company, the Allotment Letter or the Flat Buyer's Agreement on the Company's standard format, contents of which have been read and understood by me/us and I/We agree that until the allotment is made and Flat Buyer's Agreement is signed and executed, there shall be no completed contract of sale and I/We shall not be entitled to enforce the same in the Court of Law. However, Allotment Letter of Flat will be issued by the Company on acceptance of the offer.

I/We remit herewith a sum of Rs. _____ [Rupees _____ only] by Bank/Draft/Cheque No. _____ dated _____ drawn on _____ Bank payable at New Delhi / Gurgaon as registration deposit to be adjusted / appropriated towards stipulated earnest money at the time of allotment of a Flat.

I/We agree to pay further installment of consideration amount and allied charges as agreed/stipulated/called for by the Company and/or as contained in the Payment Plan opted by me/us. My/Our particular are given below for your reference and records.

(Signature of Applicant/s)

SOLE /FIRST APPLICANT

Mr./Ms _____
s/w/d of _____ Age _____
Guardian's Name (In case of minor) _____
Date of Birth (in case of minor) _____ Nationality _____

(Compulsory to fill all the details along with a passport size photograph)

Occupation:

- Service Professional Business
- Student Housewife Any Other _____

Residential Status:

- Resident Non Resident Foreign National of India Origin
- Others (Please Specify) _____

Mailing Address:

Pin _____ E-mail _____

Permanent Address:

Pin _____ E-mail _____

Office Address:

_____, Pin _____
Tel. (R) _____ (O) _____ Mobile _____ Fax _____
Income Tax Permanent Account No _____
Ward/Circle/Special Range _____
Place where assessed to Income Tax _____

SECOND APPLICANT

Mr./Ms _____
s/w/d of _____ Age _____
Guardian's Name (In case of minor) _____
Date of Birth (in case of minor) _____ Nationality _____

(Compulsory to fill all the details along with a passport size photograph)

Occupation:

- Service Professional Business
- Student Housewife Any Other _____

Residential Status:

() Resident () Non Resident () Foreign National of India Origin
Others (Please Specify) _____

Mailing Address:

Pin _____ E-mail _____

Permanent Address:

Pin _____ E-mail _____

Office Address:

_____, Pin _____

Tel. (R) _____ (O) _____ Mobile _____ Fax _____

Income Tax Permanent Account No _____

Ward/Circle/Special Range _____

Place where assessed to Income Tax _____

NO. OF PARKINGS: _____

PROVISIONAL REGISTRATION:

(1) Unit No _____ (2) Floor _____

(3) Tower _____ (4) Type _____

(5) Super Area _____ Sq. Mts. (appx.) (_____ Sq. Ft. appx.)

(6) Terrace Area _____ Sq. Mts. (appx.) (_____ Sq. Ft. appx.)

PAYMENT PLAN OPTED FOR: PLAN - A [] PLAN - B []

AMOUNT PAYABLE:

(I) Basic Sale Price Rs _____

(II) External Development Charges (EDC) Rs _____

(III) Infrastructure Development Charges (IDC) Rs _____

(IV) Preferential Location Charges (if applicable) (PLC) Rs _____

(V) Parking Space Charges Rs _____

(VI) Club Membership Registration Charges Rs _____

(VII) Other Charges, If any Rs _____

TOTAL PAYABLE Rs _____

I/We, the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom.

(Signature of First/ Sole Applicant)

(Signature of Second Applicant)

Date: _____

Note:

1. All Cheques / Drafts to be made in favour of **Gupta Promoters Pvt. Ltd.** payable at New Delhi / Gurgaon Only.
2. In case the cheque comprising booking amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
3. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency Account Only.
4. Applications shall be considered to be incomplete if not accompanied by photographs of the applicant(s).

FOR OFFICE USE ONLY

(I) Application:

[] Accepted [] Rejected

(II) Provisional Allotment of Apartment:

Tower No. _____ Unit No. _____

Floor No. _____ Type _____

No. of covered car parking/s _____ No. of Surface Car Parking/s _____

Super Area _____ Sq. Mts. (appx.) (_____ Sq. Ft. Appx.)

Terrace Area _____ Sq. Mts. (appx.) (_____ Sq. Ft. Appx.)

(III) Basic Rate Rs _____

External Development Charges (EDC) Rs _____

Infrastructure Development Charges (IDC) Rs _____

Preferential Location Charges (If applicable) Rs _____

Car Parking Charges Rs _____

Club Membership Registration Charges Rs _____

Other Charges, if any Rs _____

Total Payable Rs _____

(IV) Payment Plan Opted: (A) / (B)

Registration Amount received vide R. NO _____ Dated _____

Rs _____ Rupees (In words) _____ Only)

(V) No of Joint holders _____

(VI) Mode of booking: Direct _____ (Ref. If any) _____

(VII) Broker (Please affix name with Address & rubber stamp _____

Tel. _____ Mobile _____

VII) GPL's representative _____

For M/s Gupta Promoters Pvt. Ltd.

Place: _____

Date: _____

(Authorized Signatory for the Company)

**SALIENT TERMS AND CONDITIONS FOR ALLOTMENT AND SALE OF A FLAT/DWELLING UNIT IN THE PROPOSED
GROUP HOUSING RESIDENTIAL COMPLEX AT SECTOR-70, GURGAON, HARYANA.**

1. This application for allotment and sale of a Flat/Dwelling Unit [hereinafter referred to as "the Flat"] shall be deemed to have been filed by the Intending Allottee after satisfying himself about the interest and rights of the Company in the land on which the said Residential Complex is being developed and understanding all limitations and obligations in respect thereof, and hereafter no complaint/objection on this account shall be entertainable.
2. The allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any offer without assigning any reason thereof.
3. The allotment of Flat, shall be made and confirmed by notice. It shall further be subject to signing and execution of Flat Buyer's Agreement on Company's standard format, contents of which have been read and understood by the Intending Allottee. It is specifically made clear that until the allotment is made and confirmed by notice and Flat Buyer's Agreement is signed and executed by the Intending Allottee, there shall be no completed contract of sale and the Intending Allottee shall not be entitled to enforce the same in Court of Law. However, a Allotment Letter of Flat will be issued by the Company on acceptance of the offer.
4. Allotment of Flat shall be subject to the terms and conditions imposed by Director, Town & Country Planning, Chandigarh while granting permission for development of land into Residential Complex or at any time thereafter and to all the laws/notifications and rules applicable to the area and the terms and conditions as contained herein or Municipal Committee, Gurgaon.
5. The Intending Allottee[s] shall, as and when desired by the Company, sign and execute the Flat Buyer's Agreement which shall be sent to the Intending Allottee[s] for his signature after he makes payment to the extent of 30% of the Basic Sale Price, as may be due from the Intending Allottee to the Company as provided herein. Failure to sign and execute the Flat Buyer's Agreement, within the stipulated period shall entail cancellation of allotment and forfeiture to the extent of 20% of the Basic Sale Price.
6. The layout and building plans displayed at Company's office are only tentative plans and the Company shall have right to make such variations, additions, deletions, alterations and modifications therein as it may, in its sole discretion deem fit and proper or as may be required/done by any competent authority, which variation/additions/ deletions/alterations may involve, all or any of the following changes, namely any change in the position of the said Flat, change in the number of Flat, change in its location, change in its dimensions or a change in its area. To implement any or all of the above changes, supplementary agreement[s], if necessary, will be executed. If there is any increase/decrease in the total area of the Flat, the rate per sq. meter and other charges will be applicable to the changed area at the same rate at which the said Flat was booked and the Company shall be liable to refund without interest only the extra price and other proportionate charges recovered or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be. If for any reason the Company is not in a position to allot the Flat applied for, in that case, the Company shall refund the amount deposited with simple interest @ 12% per annum, calculated upto the date of refund in full and final settlement of all claims of the Intending Allottee[s].
7. The consideration of the said Flat, Interest Free Maintenance Security and other charges shall be payable on the basis of the total area as per final dimensions of the said Flat on completion of the Complex Building.
8. The Intending Allottee[s] shall make all payments to the Company by Demand Draft[s] made payable at or by Cheque[s] drawn upon a New Delhi / Gurgaon Bank only.
9. The amount paid with application for Registration for Allotment of Flat or thereafter to the extent of 20% of the consideration amount of the said Flat whether paid under the Down Payment Plan or Construction Linked Payment Plan, as the case may be, will collectively constitute the Earnest Money.
10. The time of payment of installments or other sums is the essence of this contract. The payments under the Down Payment Plan or Construction Linked Payment Plan are to be made as per Annexure-II which will be annexed and shall form part of the Flat Buyer's Agreement signed by the parties. It shall not be obligatory on the part of the Company to send any demand notices/reminders regarding the payments to be made by the Intending Allottee[s] and it shall be incumbent on the Intending Allottee to comply with the terms of payment and other terms and conditions of sale failing which he/she shall forfeit to the Company, the entire amount of earnest money and the allotment/ agreement shall stand cancelled and the Intending Allottee shall be left with no lien on the said Flat. The Company shall thereafter be free to deal with the said Flat in any manner, whatsoever, at its sole discretion. The amount[s] if any, paid over and above the earnest money shall, however, be refunded, without prejudice to Company's aforesaid rights. The Intending Allottee shall be liable to pay to the Company for the period of delay, interest at the rate of 18% per annum on all amounts due and payable by the Intending Allottee. The discretion for termination/cancellation of the allotment/ agreement or alternatively the acceptance of the delayed payments with interest at the rate of 18% per annum shall exclusively vest with the Company. In the event of Company waiving its right to cancel the allotment/agreement and forfeit the Earnest Money and accepting payment with interest in its place, no right whatsoever would accrue to any other defaulting Allottee and/or the Intending Allottee[s] in future for further payments on that account. Each case shall be examined individually/separately.
11. The Company shall endeavour to make and confirm the allotment and hand over the possession of the said Flat to the Intending Allottee[s], within a period of 36 months from the date of allotment of the said Flat which shall be made on complete payment of the earnest money and other charges due and payable upto the date of confirmed allotment according to the payment plan applicable to him. The Company on completion of the said Residential Complex shall issue notice to the Intending Allottee[s] for handing over the possession of the said Flat. If the Intending Allottee fails and neglects to take possession of the said Flat from the Company within 30 days of the Company despatching written notice to the Intending Allottee[s] that the said Flat is ready for use and occupation, for any reason whatsoever, then the Intending Allottee[s] shall be deemed to have taken possession of the said Flat and he/she shall be liable to pay to the Company the expenditure regarding the care taking/maintenance or any other charges of the said Flat from the date onwards.
12. Till such time as full payment of consideration amount and other charges/dues remain unpaid, the Intending Allottee[s] shall have no objection to the Company raising finance/loan from Banks/Financial Institutions/Private Parties for development and construction of the said Residential Complex against security of receivables or by creating charge on the said Residential Complex including the said Flat.
13. The Intending Allottee shall pay on demand taxes of all and any kind whatsoever [or his share of it], whether levied or leviable now or in future on the land and/or building[s], as the case may be, from the date of Allotment of Flat and so long as each Flat is not separately assessed for such taxes for the land and/or building[s] the same shall be payable and be paid by the Intending Allottee in proportion to the total area. Such apportionment shall be made by the Company or any other agency, as the case may be, and the same shall be conclusive and final and binding upon the Intending Allottee.
14. If any other charges [including but not limited to any cess, fee or levy] are levied or imposed by local/Central Government, Municipal or other authorities on the said land and/or building during the course of development and construction of the said Residential Complex or after completion thereof, the same shall be borne by the Intending Allottee[s] according to his proportionate share.
15. The Intending Allottee[s] shall pay, as and when demanded by the Company, the Stamp Duty, Registration Charges and all other incidental and legal expenses for execution and registration of Sale Deed after completion of the Residential Complex in favour of the Intending Allottee[s] which shall be executed and got registered after receipt of the full consideration amount and other dues and the said charges and expenses from the Intending Allottee[s] in respect of the said Flat allotted to him, provided that the Company may, in its sole discretion, execute the Sale Deed at any time prior to the receipt of the full consideration and other dues and in that case even through the Sale Deed in respect to the said Flat may have been executed still the possession of the said Flat shall be given to the Intending Allottee[s] only on receipt of full consideration and other dues.
16. The Intending Allottee[s] shall additionally pay on demand to the Company his proportionate share of the cost for the provision of external electrification [including but not limited to installation of electric sub-station, meter box, electric standby generator] and all additional fire safety measures [including but not limited to fire fighting equipment and other accessories material and other items required for installation and use of the aforesaid equipment]. EDC, IDC and other charges will be taken as per payment plan.
17. The Intending Allottee[s] shall after taking possession or deemed possession of the said Flat, also pay to the Company or its nominated Maintenance Agency such charges as may be determined by the Company/Agency for maintaining various services/facilities in the Residential Complex.
18. The Intending Allottee[s] shall pay to the Company from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and observe and perform all the covenants and conditions of sale and keep the Company and its agents and representative, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment or non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the Company.

19. The Company shall, in its sole discretion, be entitled to appropriate the money received from the Intending Allottee[s] towards any account/head in respect of the said Flat and the appropriation so made shall not be questioned by the Intending Allottee[s].
20. If as a result of any legislation, order or rule, the Company, is unable to complete the proposed Residential Complex and/or confirm the allotment of the said Flat to the Intending Allottee[s], the only responsibility and liability of the Company will be to refund to the Intending Allottee[s] and the several other persons who may be allotted hereafter the Flats in the proposed Residential Complex, the amount that may have been received by the Company, without any interest or compensation of whatsoever nature, and in the manner as may be decided by the Company and save as aforesaid neither party shall have any right or claim against the other, under or in relation to this application for Allotment or Allotment Letter or Flat Buyer's Agreement executed pursuant thereto.
21. The Intending Allottee[s] agrees that the Company shall look after the maintenance and upkeep of the common areas and facilities of the Residential Complex until these are handed over to somebody corporate or other agency for maintenance. The Intending Allottee[s] agrees and binds himself to pay regularly on demand the Maintenance Charges that may be decided by the Company or the Agency so appointed depending upon the maintenance costs, incurred to meet the necessary expenses of and incidental to the preservation and maintenance of the Residential Complex and for the provision of common services and matters inter-alia as specified in Schedule [Annexure-IV] annexed to Flat Buyer's Agreement. In addition to maintenance charges, there will be contribution to the Replacement Fund. Any delay in payments will make the Intending Allottee[s] liable for interest @ 18% per annum. The Intending Allottee[s] agrees and undertakes to pay and keep with the Company an Interest Free Maintenance Security Deposit of Rs. 100/- per sq. ft. of the area of the said Flat in the manner stated in Schedule of Payments [Annexure-II] to the Flat Buyer's Agreement. The Company shall deposit the amount of the said Interest Free Maintenance Security in a separate account Interest Free Maintenance Security Deposit Account" to be opened by the Company in a Bank & the said bank account shall be maintained and operated by the Company or Agency so appointed.
22. Until a Conveyance Deed is executed and registered in favour of the Intending Allottee[s], the Company shall continue to be the Owner of the said Flat and all amounts paid by the Intending Allottee[s] at the time of application for allotment or thereafter shall merely be an advance payment for purchase of the said Flat and this shall not give him any lien or interest on the said Flat unless and until he/she/they has/have complied with all the terms and conditions of application for Allotment of Flat or Allotment Letter or Flat Buyer's Agreement as and when executed pursuant thereto and have got the Conveyance Deed registered with Sub-Registrar, Gurgaon.
23. The Intending Allottee[s] shall not be entitled to get the name of his/ her/their nominee[s] substituted in his/her/their place as Intending Allottee[s] of the said Flat without the prior approval of the Company who may, in its sole discretion, permit the same on such terms and conditions including payment of such service/administrative/transfer charges as it may deem fit. Any change in the name [including addition/deletion] registered as Intending Allottee[s] of the said Flat with the Company will be deemed as transfer for the purpose. The service charges/administrative charges for substitution/transfer of allotment of the said Flat amongst family members [husband, wife and own children and real brother/sister] will be 25% of the normal service/administrative charges for every substitution/transfer. Sub-division of the said Flat shall, however, not be allowed/permitted in any circumstances whatsoever.
24. The Company/Financial Institution shall have the first lien and charge on the said Flat for all its dues and other sums payable by the Intending Allottee[s] to the Company/Financial Institution.
25. In case the Allotment of Flat or Allotment Letter of Flat or Flat Buyer's Agreement executed pursuant thereto is cancelled by the Intending Allottee[s] himself/herself/ themselves, he/she/they shall forfeit to the Company the entire amount of registration deposit/earnest money equivalent to 20% of the total sales consideration and the Registration for Allotment of Flat or Registration Letter for Allotment of Flat or Flat Buyer's Agreement, if so made/executed, shall stand cancelled and he/she/they shall be left with no lien on the said Flat. The amounts, if any, paid over and above the earnest money shall, however, be refunded to the Intending Allottee[s], by the Company without any interest after registration/re-allotment of the said Flat.
26. The Intending Allottee[s] shall get his/her/their complete address registered with the Company at the time of registration for allotment and it shall be his/her/their responsibility to inform the Company by Registered A/D letter about all subsequent changes, if any, in his/her/ their address, failing which all notices and letters posted at the first registered address or last known address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and shall constitute sufficient service of the letter/notice and the Intending Allottee[s] shall be responsible for any default in payment and other consequences that might occur therefrom. The address given in the application for registration for allotment of the said Flat shall be deemed to be the registered address of the Intending Allottee[s] until the same is changed in the manner aforesaid.
27. In case there are joint Intending Allottee[s], all communications shall be sent by the Company to the Intending Allottee[s] whose name appears first at the address given by him/her/them which shall for all purposes be considered as sufficient service on all the Intending Allottee[s].
28. The Allotment of the said Flat is subject to:
 - (a) Force majeure clause which inter alia include delay in development and construction of the proposed Residential Complex because of shortage of any materials or slowdown strike or due to dispute with construction agency/agencies etc.
 - (b) Timely payment of installments by the Intending Allottee[s] of the Flats in the proposed Residential Complex.
 - (c) If the allotment of Flat is not made as a result of any notice, or order, rule or notification of the Government and/or any other public or competent authority or non-payment of timely installments by the Intending Allottee[s] or for any reason beyond control of the Company, then in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said Flat.
 - (d) In the event of any such contingency arising/happening, the Company shall have the right to alter or vary the terms and conditions of allotment or change the allotment of any particular Flat to other Flat or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the Project for such period as it may consider expedient and no compensation, of any nature whatsoever, shall be claimed by the Intending Allottee[s] for the period of suspension of the Project.
 - (e) If for the aforesaid or other reasons, the Company is forced to abandon the whole or part of the proposed Residential Complex, then Company's liability shall be limited to the refund of the amount paid by the Intending Allottee[s], without any interest or any other compensation whatsoever.
29. The Punjab & Haryana High Court and the Courts subordinate to it alone shall have exclusive jurisdiction in all matters arising out of/ touching and/or concerning this application Allotment of Flat/ allotment made pursuant thereto/transaction.

I/We have fully read and understood the above mentioned terms and conditions of Registration for Allotment of Flat and I/We accept the same and agree to abide by the same.

(Signature of Sole/First Intending Allottee)

(Signature of Second Intending Allottee)

Date: _____

Place: _____

NOTE: - Person signing the application on behalf of other person/firm body corporate shall file his Authorization/Power of Attorney, duly attested by a First Class Magistrate/Notary Public.



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