



PURI EMERALD BAY

SECTOR 104, GURUGRAM



APPLICATION FORM

Application for
Allotment of APARTMENT/UNIT in a Group Housing Colony
situated at Sector-104, Gurugram, Haryana.



Puri Construction Pvt. Ltd.
4-7 B, Ground Floor
Tolstoy House, Tolstoy Marg
New Delhi – 110 001.

Application Date _____

Sub: APPLICATION FOR BOOKING OF 'UNIT / APARTMENT IN THE GROUP HOUSING PROJECT- EMERALD BAY, SECTOR-104, GURUGRAM, HARYANA. ("PROJECT").

Dear Sir/Madam,

I/We (hereinafter referred to as the "Applicant") wish to apply for allotment of an APARTMENT bearing No. _____ in Tower _____ Admeasuring _____ sq. ft. [_____ Sq. mtrs.] (hereinafter referred to as the "Said Unit") in your aforesaid project "Emerald Bay" Sec-104, Gurugram as opted by me/us as per agreed details of Super Area, Carpet Area, Usable Area, Price Detail, Payment Plan, terms and conditions mentioned hereunder in this Application Form.

I/We understand that you have developed/constructed group housing Complex called 'Emerald Bay' in Sectors 104, Gurugram, Haryana (hereinafter referred to as the said 'Colony'). The requisite license for developing said group housing colony, being License Nos No 68 of 2012 and 32 of 2013 were obtained from the office of Director General, Town and Country Planning, Haryana, Chandigarh. Further you also applied under applicable Haryana Real Estate (Regulation and Development) Rules 2017 for registration of the said project and have obtained the Registration Certificate No. 136 of 2017. I/We understand that the Company has developed a group housing colony known as "EMERALD BAY" in terms of the said Licences, which comprises of high end Apartment/Villas/shops etc. and as per approved Building Plans sanctioned by Director General, Town and Country Planning Haryana, Chandigarh originally vide Memo no. ZP-840/AD(RA)/2012/28915 dated 17-01-2013 and revised vide Memo No. ZP-840/SD(BS)/2017/29348 dated 17-11-2017. I/we also understand that the company has developed the project as per sanctioned/revised building plans and has also obtained Occupation Certificate for the said group housing colony, issued by Director General Town and Country Planning Haryana vide Memo no. ZP-840/SD(BS)/2018/32020 dt. 21.11.2018 and the said apartment is ready to move. I/we have perused all the mandatory approvals.

I/We also understand that you are fully authorized to sell/transfer/convey /lease/assign and/or agree to sell the apartments in the said colony to any third party as per permission/approval granted by the Department of Town and Country Planning, Haryana, Chandigarh and competent RERA Authority, and further I/We am/are fully satisfied with the marketable title of the said units in the colony. I/We understand and have taken legal opinion for the law pertaining to the development, sale and purchase of apartment in the colony as per the applicable laws of Haryana and am/are making this application after taking due cognizance of all applicable laws and notifications with regards to the purchase of unit(s) in group housing complex in Haryana.

I/We declare that I/we am/are competent to make and submit the present application for booking of the said apartment/Unit and there is no legal, regulatory or statutory impediment or restriction on me/us making this Application or the payment tendered hereunder.

I/We request you to book the "Said Unit" under the agreed Schedule of Payments/Payment Plan. I/We have read and understood the terms and conditions of this application form, stated hereinafter and I/we am/are agreeable to the same.

Applicant

1st Co-Applicant

2nd Co-Applicant

I/We am/are depositing herewith a sum of ₹ _____ (Rupees _____ Only) by Online/Bank Draft/ ChequeNo. _____ dated _____ Drawn on _____ favoring "Puri Construction Pvt. Ltd. A/c Emerald Bay" payable at New Delhi issued by my/our banker or by the banker of co-applicant as booking amount forming part of earnest money including/alongwith applicable taxes for the allotment of unit as per the agreed details of (a)Super area/Carpet area/Usable Area; (b) Unit Details (c) Price Detail & Payment Plan, mentioned in Annexure-A [Payment Plan].

I/We agree that in case of allotment of a unit, I/We agree to pay the Total Price of the said unit and all other amounts, charges and dues as per the payment plan/Schedule of Payment opted by me/us and/or as and when demanded by you. I/We agree to sign and execute and register the Buyer's Agreement, containing the terms of sale within 30 [Thirty days] of the Buyers' agreement being presented to me/us. I/We have clearly understood that the terms as mentioned in this application form shall govern the relationship between the parties.

If I/we fail to execute and register the Buyer's Agreement within the 30 [thirty] days from the date of Buyer's Agreement presented to me/us then you will have the discretion to treat this Application Form and the Allotment made, if any, as cancelled. Upon such, cancellation the earnest money as defined in the terms and conditions of the application form, shall stand forfeited, irrespective of the fact allotment has been made or not.

I/We hereby acknowledge that I/We have made the necessary inquiries from the office of the DGTCP ,Haryana and HRERA, Gurugram and you have provided to me/us all the information and clarifications as sought by me/us and other necessary information including but not limited to the Licences being in the name of subsidiary company –M/s Florentine Estates of India Ltd. and also all the approvals of the said project have been perused by me / us at Site office at Gurugram and also available at Head office at New Delhi and I/We being wholly satisfied with the same and I/We have relied on my/own due diligence investigation and legal advice with respect to the title of land, location, designs, specifications, price, payment plan, infrastructure(external and internal) etc., the terms and conditions of the Buyer's agreement to be entered into at the appropriate stage, and I/We am/are not influenced by and relying upon the architects' plans, any advertisements, Company's promotional material representations of the Brokers /Company etc. as I have physically seen the unit which I/we are applying for is ready to move in. I/we further understand that the company has availed a loan for the project Emerald Bay from PNB Housing Finance and the project is mortgaged to M/s. PNB Housing Fianance. I/We have gone through the License No. 68 of 2012 and 32 of 2013 issued by the office of Director General, Town and Country Planning, Haryana, Chandigarh for developing the said group housing colony/complex, which is also available on the website of Department of Town and Country Planning, Haryana i.e. www.tcpharyana.gov.in and also the Registration Certificate issued by RERA Authority Haryana in favour of the company and Deed of Declaration of the Emerald Bay Project and after fully satisfying myself/ourselves all parameters have made the present booking.

I/We further understand that this Application Form/Offer will be deemed as valid and proper only on realization of the amount tendered with this Application Form/Offer.

I/We further understand and agree that I/We shall always be responsible and liable to make payment as statutorily and mandatory required towards all taxes, cesses, levies or any other charge(s) paid/payable by the company to State Agencies by whatsoever name, as applicable on the date of Booking/Application/ Buyer's Agreement/Conveyance Deed and/or imposed retrospectively or prospectively on the said unit/group housing complex where have not been accounted for in the Total price and nonpayment of same shall result in cancellation of the allotment/purchase at any stage including after the execution of Conveyance Deed.

I/We further agree to abide by the terms and conditions of this application form including those pertaining to payment of Total Price and forfeiture of earnest money as laid down herein and/or in the Agreement and other charges, rates, taxes, cesses, levies etc. as are applicable.

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. _____

S/W/D/of _____

Date of Birth _____ Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____



Residential Status :

Resident () Non-Resident Indian (NRI) () Person of Indian Origin (PIO) ()

Overseas Citizen of India (OCI) () () Others (Please specify) _____

Marital Status: Married () Single () Name of Spouse _____

Type of Account: Domestic () NRE () NRO () Foreign ()

Permanent Account No. _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Aadhar No. _____

Permanent Address _____

State _____ Country _____ Pin _____

Tel No. _____ Mobile _____

E-Mail _____

Communication Address _____

State _____ Country _____ Pin _____

Email _____

Tel. No. _____ Mobile No. _____

Name of the Organization _____

Designation _____ Address _____

State _____ Country _____ Pin _____

Email _____ Tel. No. (with STD/ISD Code) _____

Mobile No. _____ Fax No. _____

2. SECOND/JOINT APPLICANT (If any)

Mr./Mrs./Ms. _____

S/W/D/of _____

Date of Birth _____ Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____

PLEASE AFFIX
YOUR
PASSPORT SIZE
PHOTOGRAPH

Residential Status :

Resident () Non-Resident Indian (NRI) () Person of Indian Origin (PIO) ()

Overseas Citizen of India (OCI) () () Others (Please specify) _____

Marital Status: Married () Single () Name of Spouse _____

Type of Account: Domestic () NRE () NRO () Foreign ()

Permanent Account No. _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Aadhar No. _____

Permanent Address _____

State _____ Country _____ Pin _____

Tel No. _____ Mobile _____

E-Mail _____

Communication Address _____

State _____ Country _____ Pin _____

Email _____

Tel. No. _____ Mobile No. _____

Name of the Organization _____

Designation _____ Address _____

State _____ Country _____ Pin _____

Email _____ Tel. No. (with STD/ISD Code) _____

Mobile No. _____ Fax No. _____

3. THIRD/JOINT APPLICANT (If any)

Mr./Mrs./Ms. _____

S/W/D/of _____

Date of Birth _____ Nationality _____

Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____



Residential Status :

Resident () Non-Resident Indian (NRI) () Person of Indian Origin (PIO) ()
Overseas Citizen of India (OCI) () () Others (Please specify) _____

Marital Status: Married () Single () Name of Spouse _____

Type of Account: Domestic () NRE () NRO () Foreign ()

Permanent Account No. _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Aadhar No. _____

Permanent Address _____

State _____ Country _____ Pin _____

Tel No. _____ Mobile _____

E-Mail _____

Communication Address _____

State _____ Country _____ Pin _____

Email _____

Tel. No. _____ Mobile No. _____

Name of the Organization _____

Designation _____ Address _____

State _____ Country _____ Pin _____

Email _____ Tel. No. (with STD/ISD Code) _____

Mobile No. _____ Fax No. _____

Covered Car Parking : Yes () No (). Tick on 'Yes' if opt for Covered Car Parking or Tick on 'No' if Covered Car Parking is not opted. Number of Covered Car Parking Opted _____

* It is mandatory to fill in the requisite information in all the columns for all applicants.

Communication Address _____

State _____ Country _____ Pin _____

Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

CHANNEL PARTNER'S DETAIL, IF ANY

Particulars	Sign and Rubber stamp
Name _____ Address _____ _____ _____ Telephone / Mobile Number _____ Permanent Account _____ No. Service Tax No. _____	

I/We confirm that the above unit has been applied by me/us through channel partner _____
_____ (Name of channel partner).

Thanking you,

Yours faithfully,

Date _____

Place _____

Applicant

1st Co-Applicant

2nd Co-Applicant

Notes:

- 1) All payments, to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide a demand draft/banker's cheque/ordinary cheque payable at par at New Delhi in favour of "Puri Construction Pvt. Ltd.A/c Emerald Bay".All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall, be deemed to be the date of payment and exchange rates prevailing on such date shall be applicable for payments made in foreign currency.
- 2) The Company shall not be responsible for any payment made contrary to the procedure prescribed in Clauses herein.
- 3) Applications not accompanied by photographs and the particulars mentioned herein of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.
- 4) Documents required at the time of Booking:
 - a. Booking amount cheque/draft
 - b. Copy of PAN Card/Undertaking
 - c. Copy of Aadhar Card
 - d. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32, List of Directors/shareholders
 - e. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners
 - f. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - g. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - h. One photograph of each Applicant
 - i. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/ PIO Card/OCI Card/Aadhar Card etc.
 - j. Specimen signatures duly verified by bankers (in original)
 - k. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished
- 5) All copies of documents wherever required, should be self-attested and stamped in case of company/firm.

ANNEXURE-A DETAILS OF THE UNIT

UNIT TYPE : APARTMENT

- (1) Unit No. _____ Floor _____
- (2) Super Area _____ sq.ft.* (approx.) _____ sq.mt. (approx.)
- (3) Carpet Area _____ sq.ft.* (approx.) _____ sq.mt. (approx.)
- (4) Payment Plan _____

*1 sq.ft. = 0.0929 sq.mt.

PRICE DETAIL

S. No.	Description	Rate per sq.ft. on Super Area	Rate per sq.ft. on Carpet Area	Total Price
1.	Price			
	Total Price			

PAYMENT PLAN/SCHEDULE

S. No.	Description of Instalment	Instalment Amount of Total Price
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Applicant

1st Co-Applicant

2nd Co-Applicant

The stamp duty, registration fee, administrative charges and other miscellaneous charges for registration of this Buyer's Agreement and Conveyance Deed for said unit shall be over and above to the Instalment amount/Total Price as mentioned above and shall be payable by allottee as per applicable rates at the time of registration of Buyer's Agreement and Conveyance Deed of said unit or as and when demanded by the Company.

The charges in addition to the Total Price are payable at the time of Offer of Possession as the same has not been accounted for in the Total Price or under any other head, as these charges cannot be ascertained at the time of booking and shall be demanded at the time of Offer of Possession, as applicable at that relevant time :

Any other tax/cess/levy/penalty/charge(s)/IAC/ statutory charge(s)/charge(s) incurred for making compliance with any subsequent law/notification or any current law/notification made applicable to the Project/unit/Building/complex etc., and/or incurred in any way and not charged from applicant, shall be charged extra and will be communicated.

GST, if any, as applicable as per rates notified by the government and GST shall be subject to change and Payable along with respective installment and is mandatory.

For Office Use Only

1. Mode of Booking:

- i) Direct _____ (Ref. if any) _____
- ii) Channel Partner Name _____
- iii) RERA Registration no. of Channel Partner _____
- iv) Whether call made to customer to confirm his/her KYC details and channel partner confirmation _____ (name of channel partner), Call made by _____

Check List

- 1. Application date
- 2. Dealing Executive(s)
- 3. Documents completion status:
List of Documents submitted by applicant or required from applicant.
 - A Booking amount cheque/draft
 - B Copy of PAN Card/Undertaking/Identity Proof/Address Proof/Photographs
 - C For Companies:- Copy of Memorandum and Articles of Association, certified copy of Board Resolution , Form 18 and Form 32, List of Directors/shareholders
 - D For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners
 - E For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - F For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - G One photograph of each Applicant
 - H Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving License/ PIO Card/OCI Card/Aadhar Card etc.
 - I Specimen signatures duly verified by bankers (in original)
 - J If the first applicant is a minor, then proof of age and address of natural guardian to be furnished along with affidavit/undertaking

Sign of CRM

Sign of Administration Head

Applicant

1st Co-Applicant

2nd Co-Applicant

Schedule-1

AGREED/APPLICABLE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR ALLOTMENT OF SAID APARTMENT/UNIT IN PROJECT EMERALD BAY.

The following terms and conditions for allotment of said Unit in "EMERALD BAY" project at Sector -104, Gurugram, Haryana (hereinafter referred to as the said "Project"), which has been developed by "M/s. Puri Construction Pvt. Ltd." (hereinafter referred to as the "Company") and Florentine Estates of India Ltd. being Licencee, have been mentioned in a condensed form with a view to acquaint the Applicant(s) (hereinafter referred to as the "Applicant") with some of the key terms and conditions, as will be more comprehensively set out in the proposed Buyer's Agreement ("Agreement").

DEFINITIONS:

"**Agreement**" means the Unit Buyers Agreement/Buyer's Agreement/Sale Agreement/Builder Buyer Agreement/ Agreement to be executed between the Applicant and the Company, draft of which is available at the head office of the company.

"**Applicant**" means person(s)/entity, applying for booking of the said unit, whose particulars are set out in this Application Form and who has appended his signature in acknowledgement of having agreed to the terms and conditions set out in this Application Form.

"**Application Form**" means whole of this Application Form including all annexures, schedules, terms and conditions for allotment of the said unit in the said Group Housing Colony.

"**Carpet Area**" means the net usable floor area of an apartment/unit/space, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment/unit;

Explanation— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment/unit, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment/unit, meant for the exclusive use of the allottee;

"**Company**" means the company to which this application form is addressed above and/or Puri Construction Pvt. Ltd. and includes its associate company – M/s Florentine Estates of India Ltd., and/or as may be defined in the Buyer's Agreement.

"**Earnest Money**" means 10% (Ten Percent) of the Total Price/Sale Consideration of the said Unit shall be deemed to constitute the **Earnest Money** and excludes non-refundable amounts like Development Charge, Taxes, brokerage paid/payable etc., irrespective of the booking amount, which may depend upon the payment plans opted by the allottee.

"**Force Majeure**" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and/or which adversely affects the Company's ability to perform obligations under this Application form, which shall include but not be limited to:

acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; explosions or accidents, air crashes and shipwrecks, acts of terrorism;

strikes or lock outs, industrial disputes;

non-availability / less than adequate availability (as determined by the Project Execution Manger) of labour, cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;

war and hostilities of war, riots, bandh, act of act of terrorism or civil commotion;

the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or

any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent

authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said group housing colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever. any event or circumstances analogous to the foregoing.

"**Said Unit**" shall mean the specific unit applied for by the applicant in the said Building, details of which has been set out in the Application Form and includes any alternative unit, if allotted to the Applicant in lieu of the one applied for.

"**Said Building**" means the towers/blocks in Group Housing Colony – Emerald Bay, as mentioned in this Application Form in which the said unit may be located.

"**Saleable Area**" for the purpose of calculating the Sale Price in respect of the Said apartment/Unit shall be the sum of Carpet Area of the Said Independent apartment/Unit, and the area covered by the external walls, areas under services shafts, exclusive balcony or verandah and exclusive open terrace area, area under walls, columns, balconies, decks, pergolas, cupboards and lofts etc. and half the area of common walls with other apartment/Unit, and its pro-rata share of Common Areas in the entire said building constructed on the specified plot and Common Areas shall mean all such parts/areas in the said building which the Allottee(s) shall use by sharing with other occupants of building including lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, club/community centre, common corridors and passages, staircases, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks & pump room, and architectural features, if provided.

It is specifically made clear that the computation of Saleable Area of the said Apartment/Unit does not include the following:

- Shops within the said complex, if any, and/or within the said portion of Land
- Dwelling Units for Economically Weaker Sections (EWS)
- Roof/Terrace above flats
- All areas, buildings, premises, structures falling outside the periphery/boundary of the said portion of land detailed above

It is further clarified that the inclusion of Common Areas within Said Building/complex, for the purpose of calculating Saleable Area does not give any right, title or interest in Common Areas to Allottee except the right to use common Areas by sharing with other occupants/allottees in the said complex/building.

"**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"**Government**" means the Government of the State of Haryana;

"**Rules**" means the Haryana Real Estate (Regulation and Development) Rules, 2017;

"**Section**" means a section of the Act.

"**Government Charges**" mean and include Development Charges, External Development Charges [EDC] and Infrastructural Development Charges [IDC] and Infrastructural Augmentation Charges [IAC], Licence Renewal Fee, other charges as applicable and notified as on date or to be notified in future by State of Haryana alongwith interest payable in terms of Licence no. 68 of 2012 and 32 of 2013.

AGREED TERMS OF ALLOTMENT:

1. Any increase and/or enhancement in the Development Charges or any other such statutory dues by whatever name called, even with retrospective effect, shall be payable by the Applicant proportionate to the unit area to the total area of the group housing colony-Emerald Bay subjected to such Development Charges or any other statutory dues. The pro rata demand made by the Company to the Applicant with regard to such dues shall be final and binding on the Applicant. If the same is not paid within the stipulated time, such default shall be treated as non-payment of the charges as per the Application Form/Agreement and the Company shall be entitled to cancel the Allotment/Agreement and forfeit the Earnest Money and non refundable amount like applicable Tax, Cess, VAT, GST, Development Charges, Commission paid to broker including taxes thereupon and interest on delay payments. If such Development Charges, are levied (including with retrospective effect) after the Conveyance Deed has been executed then the same shall be treated as unpaid sale price of the said unit and the Company shall have the first charge and lien over the said unit and to get the Conveyance Deed cancelled on this ground.
2. The Applicant further agrees and understands that the applicant has physically visited the apartment and is fully and finally satisfied with the specifications, areas, amenities and dimensions of the apartment and

the Applicant shall not have any right to raise any dispute or claim with regard to the same or the computation of saleable area.

3. The Applicant understands that the covered car parking space, if any, allocated to the Applicant shall be an integral part of the Said unit which cannot be sold/dealt with independently or separately by the applicant.
4. The Applicant agrees that time is of the essence of the Agreement for all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application Form/ Buyers Agreement and any delay in making payment of instalments shall be construed as material breach of the agreed terms and conditions of Application Form and/or Agreement. The Applicant shall be liable to pay interest on every delayed payment at rate of State Bank of India's highest marginal cost of lending rate plus 2% [At present the applicable rate is 10.5% pa] from the date that it is due for payment till the date of actual payment thereof. In case the Applicant defaults in making payment of due instalments (including partial default) beyond a period of 60 days from the due date, the Company shall be entitled, though not obliged, to cancel the allotment and terminate the Agreement at any time thereafter in accordance herewith and forfeit the earnest money and non refundable amount like applicable Tax, Cess, VAT, GST, Development Charges, Commission paid to broker including taxes thereupon and interest on delay payments as provided herein.
5. The Company shall be entitled to get the plans revised from the competent authorities as per applicable building rules by following due procedure of law as prescribed and the applicant undertakes not to raise any objection thereto, as the company will not revise/alter the unit plan of the applicant. Further, the applicant has noted that the company has land earmarked for Future Expansion as part of the revised building plans of the Emerald Bay Project. The applicant has understood and agreed that the company/and or its nominated assigns may at a future point in time take up the development of the said earmarked land parcel and the applicant shall raise no objection to the construction and development of the said land parcel as per the building plans of the company.
6. That though the said unit is ready to move in, yet Applicant agrees that in case it fails to make payment of the installments as per the agreed Payment Plan, without prejudice to its right to claim interest on delayed payments, the time schedule for delivery of possession shall be proportionately extended by the number of days the payment is delayed by the Applicant, as the delivery of possession is directly dependent upon the payment of total sale consideration by the applicant.
7. The Applicant will have to meet its obligations with reference to payment of sale consideration and other dues, as per the time schedule out of own resources and non-availability of funds due to non-grant of any loan by a bank/financial institution etc., cannot be a ground for delay in payment or to seek deferment of payment.
8. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Unit, or where the Company has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Unit, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in the Agreement/this application whatsoever. All such tripartite agreements shall be subject to the terms of these terms and conditions and/or the Buyer's Agreement. The Applicant shall ensure that the bank/financial institution shall not deviate from this while granting any loan. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
9. Notwithstanding any instructions to the contrary issued by the Applicant, the Company shall adjust all the amounts received from the Applicant first towards interest on overdue installments and only thereafter towards the overdue installments or any other outstanding amounts due and payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues for which the payment is tendered.
10. The Applicant understands that the "Emerald Bay" Project showcases the special and unique brand value sought to be projected by the Company. The Applicant has been made aware that the maintenance of the "Emerald Bay" Project and its infrastructure is critical to showcase and maintain the landmark value and exclusive appeal unique to it. The Applicant further understands and agrees that the maintenance service are being conceived, planned and installed by the Company keeping in mind the collective requirement of all the occupants of the "Emerald Bay" project. Towards this end, the Applicant agrees and hereby undertakes to sign the Maintenance Agreement with the Company and the Maintenance Service Agency ("MSA") to be nominated by the Company. Further, the Applicant has also agreed and undertakes to pay Interest Free

Maintenance Security Deposit [IFMSD], as and when required, and also agrees and accepts to make timely payment of all the maintenance and utility charges.

11. The Applicant agrees and understands that the maintenance charges shall commence from the date of possession offered by the Company in its Notice of Possession or the actual possession by the Applicant, whichever is earlier, irrespective of the fact whether applicant has delayed the payments and/or the apartment is occupied or not.
12. That the Applicant understands that the Covered Car Parking Space(s) which would be allotted to it, if any, shall be an integral part of the said Unit and these cannot be sold or transferred independent of the said Unit. Additional covered car parking spaces may be allotted at the discretion of the Company to the Applicant on its request, subject however to the availability of car parking space in the Project and if available, further subject to payment of additional charges as may be decided by the Company. All clauses of this Application and the Buyer's Agreement pertaining to the said Unit including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the car parking spaces. The Applicant understands and agrees that covered car parking spaces shall not form part of the common areas of the Project.
13. The Applicant hereby agrees and undertakes to become a member of the Residents Welfare Association/Society ("RWA") as and when it would be formed or such part as constituted by the Company, and to complete the documentation and fulfill its obligations towards this purpose as may be required, including but not limited to submission of the RWA Membership form, payment of annual subscription charges/fees, etc.
14. In the event that the allotted unit becomes unavailable for any reason whatsoever, the company shall offer an alternative unit to the applicant and in case the Applicant does not accept such substitute Unit and if there is no, other Unit of a similar size at another location, then the Applicant shall be refunded its paid up Sale Consideration received against the said Unit by the Company excluding applicable Tax, Cess, VAT, GST, Development Charges, Commission paid to broker including taxes thereupon and interest on delay payments, along with interest at rate of State Bank of India's highest marginal cost of lending rate plus 2% from the date of final payment made by applicant to company till the date of balance amount/sale consideration is refunded to allottee only after realization of sale price after resale of unit. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant.
15. The Applicant shall be entitled to the possession of the said Unit only after the full payment of the Sale Consideration/Total Price and any other charges and dues payable as agreed and have been remitted to the Company and all other obligations imposed under this Application Form/Buyer's Agreement have been fulfilled by the Applicant to the complete satisfaction of the Company.
16. The Applicant shall not encroach upon or occupy any area or land outside its Unit boundaries or any common areas under any circumstances whatsoever and shall park its vehicle at a designated place only.
17. In the event that any such request for assignment/transfer of rights under the Agreement/this application is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Applicant hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Applicant. The Company shall be entitled to levy an administrative charge (as applicable) for execution of a transfer of the super saleable area of the said unit.
18. It is made clear to the Applicant that under no circumstances shall the permission for assignment/transfer of its rights under the Agreement /this application be granted to the Applicant either on any request made subsequent to the Notice of Possession for the said Unit or after receipt of the complete Sale Consideration from the Applicant against the said Unit except in case of death and other circumstances as approved by the company.
19. The Applicant agrees and undertakes that it shall not modify any structure or raise any illegal construction in the said Unit nor encroach upon or occupy any area falling outside the said Unit. The said Unit shall be solely used for the purpose alone for which it is allotted by the company i.e. residential purpose and for no other purpose and furthermore the Applicant shall not conduct any illegal or immoral activities from or in the said Unit. The Applicant further undertakes not to carry on any activity from and in the said Unit, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of the Project.

20. (a) The Applicant agrees that in case the Applicant is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company then all remittances, acquisition/ transfer of the said Plot, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve bank of India or any other applicable law and it shall be the sole responsibility of nonresident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
- (b) The applicant confirms and represents that the applicant is buying the said Unit for the consideration as aforesaid from his lawfully earned and declared sources of income, duly declared and subject to tax and no part of his income/investment bears any taint punishable under the Prevention of Money Laundering Act, 2002/Benami Transactions (Prohibition) Act, 2016 and the applicant shall keep the company always indemnified with respect to the same.
21. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application Form, failing which all letters by the Company shall be mailed to the address given in this Application Form and deemed to have been received by the Applicant. In case of joint applicants communication sent to the first named Applicant in this Application Form shall be deemed to have been sent to all applicants.
22. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The applicant shall make payment(s) of all such amounts as demanded by the Company pertaining to any statutory charge(s)/tax/cess/levy etc. which has not been accounted for and which has not been paid by the applicant.
23. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
24. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this application form and both/all shall be liable for the consequences jointly as well severally. Any notice/ communication to the first applicant shall be deemed as notice to both/all the applicants.
25. The company shall make the best endeavours to facilitate the total completion of all the external services by GMDA/MCG/HUDA/HSVP, a government agency, in the periphery of the township/colony, however the onus and sole responsibility of the completion of all the external services is with GMDA/MCG/HUDA/HSVP and the company is not be held liable for the same.
26. This application form has been made at Gurugram and Gurugram courts alone shall have the jurisdiction in all matters arising out of or touching and / or concerning this transaction.
27. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form/Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be adjudicated upon and settled through the adjudicating officer appointed under the applicable RERA rules and act and the redressal mechanism provided therein and no party shall not be entitled to invoke the jurisdiction of any other forums including but not limited to Consumer Forum, Police authorities.
28. The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are in condensed form with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Unit's Buyer's Agreement which shall supersede the terms and conditions set out in this Application.

Date _____

Place _____

Applicant

1st Co-Applicant

2nd Co-Applicant

Documents to be Submitted Along with The Application Form by Applicant(s)

It is mandatory to affix passport size photograph in designated areas in the Application form:

Resident of India

- Copy of PAN Card & Adhar Card
- Photograph in all cases
- Address Proof
- Any other document/certificate as may be required by the Company

Partnership Firm:

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Address Proof
- In case of one of the partners signing the document on behalf of other Partners an authority letter from other Partners authorizing the said person to act on behalf of the Firm

Limited Company / Private Limited Company

- Copy of PAN Card of the Company
- Memorandum of Association (MoA) and Articals of Association (AoA) duly signed by the Company Secretary/Director of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the Company

Hindu Undivided Family (HUF)

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

NRI/PIO/OCI

- Copy of Individual's Passport/PIO Card/OCI Card
- Address Proof
- 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 Applicant
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the Applicant only on foreign exchange remittance from abroad and not from the account of any third party



Puri Constructions Pvt. Ltd.

Corporate Office: 4-7b, Ground Floor, Tolstoy House, Tolstoy Marg, New Delhi-110001, India
Marketing Office: 11 & 12a, Ground Floor, Tolstoy House, 15 & 17 Tolstoy Marg, New Delhi-110001
Tel/Fax: 91-11-43636363 • TOLL FREE: 1800 123 6244
e-mail: sales@puriconstructions.com • www.puriconstructions.com