

TERMS AND CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has applied for allotment of a residential/commercial unit with full knowledge and subject to all the laws/notification and rules applicable to this area in general which have been explained by the Company and understood by him/her.
2. The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligation, in respect thereof. And there will be no more investigation or objection by the intending allottee(s) in this respect.
3. This application is made with full knowledge that the building plans for the building in which the unit applied for is located, are not yet sanctioned by the Competent Authority. I / We have instructed the company that if for any reason including non-sanction of the building plans, the company is not in a position to finally allot a unit applied for within a period of six months from the date thereof. I / We would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which the said amount has been lying with the company for which I / we would give notice to the company to make payment within thirty (30) days of the receipt of notice.
4. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the Company's office at 1001Hemkunt Chambers, 89 Nehru Place, New Delhi 110019 and agrees that the company may effect such variations, additions, alterations, deletions and modifications therein as if may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
5. The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area, layout or change of entire scheme.
6. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
7. The intending allottee(s) agrees that he/she shall pay the price of the unit on the basis of the super area. Super Area shall mean and include covered area, verandah and balcony, inclusive of the area under periphery walls, area under columns, walls and proportionate share in area utilized for services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas and such other common areas not separated described herein. He/she also agrees to make all payments through demand drafts/cheques drawn upon and payable at Delhi/Chandigarh only.
8. The Basic Sale price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase in super area, increase in External Development Charges (EDC), increase in Infrastructure Development Charges (IDC), increase on account of additional fire safety measures undertaken, increases in the types of securities to be paid by the Allottee, deposits and charges increase thereof for bulk supply of electrical energy and all other increases in costs / charges specifically provided for in the agreement and or any other increase which may be levied or imposed by the Government . any statutory authorities from time to time or as stated in the agreement.
9. The Company and the intending allottee(s) hereby agree that the amounts paid with the application and in instalments as the case may be to the extent of 10% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfilment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.
10. The time of punctual payment of instalments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @ 18% per annum on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfilment of terms of payment and the allotment may be cancelled at the discretion of the Company.
11. The intending allottee(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or leviable in future, on land and/or the building as the case may be, from the date of allotment.
12. Subject to force majeure and allottee/buyer's payments being upto-date, construction of the allotted unit will be completed and offered for possession within 36 months from the date of allotment, failing which, the Company shall pay a penalty to its customers @ Rs.5/- per Sq. ft. per month for any delay in completing the construction beyond the committed period. Similarly the allottee(s)/buyers would be liable to pay holding charges @ Rs. 5/- per Sq.ft. per month if he / she / they fail to take possession within 30 days from the date of issuance of notice of possession
13. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company/its nominee. The intending allottee(s) agrees and consents to this agreement and will not question the same singly or jointly with other Buyers.
14. The sale deed shall be executed and registered in favour of the intending allottee (s) within a reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other related charges. Cost of stamp duty and registration/mutation documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, stamp duty and Registration Charges/ mutation charges and all other incidental and legal expenses for execution and registration sale deed/mutation of the unit in favour of the intending allottee(s).
15. The intending allottee(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered AD letter about all subsequent changes, if any, on his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from in all communication the reference of property booked must be mentioned clearly.
16. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the Company.
17. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
18. The allotment of the unit is entirely at the discretion of the Company. At the time of allotment, the allottee(s) shall execute a Flat Buyers agreement in the company's standard format.
19. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any as may be made applicable to the said property.
20. Delhi Courts alone shall have jurisdiction in all matters arising out of/touching and/or concerning this transaction.
21. The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/ instalment plan) opted by him/her.
22. The intending allottee(s) shall not put up any name or sign board, Neon sign, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas. The intending allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
23. The allottee shall use the allotted unit only for residential use.
24. In case there are joint intending allottees all communication shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has agreed to this condition of the company.
25. The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/ clearances from statutory body, or non delivery of possession is as a result of any notice, order rules or notification of the Government and or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances. The company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme. In consequence of the Company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

(Sole Allottee)

Place : Date :

(Second Allottee)



PARKWOOD INFRASTRUCTURE PRIVATE LIMITED
 10th FLOOR, HEMKUNT CHAMBERS, 89 NEHRU PLACE, NEW DELHI 110019.



**APPLICATION FORM FOR REGISTRATION OF UNIT IN THE PROPOSED RESIDENTIAL COMPLEX
 “Parkwood Westend” IN SECTOR 92, GURGAON.**

Dear Sirs,

I/We the undersigned require that a unit may be allotted to me/us as per the Company’s terms and conditions which I/we have read and understood and shall abide by the same as stipulated by your Company.

I/We further agree to sign and execute any necessary agreement, as and when desired by the Company on the Company’s standard format.

I/we have, in the meantime signed the salient terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs.....

(Rupees.....) by bank draft/cheque No.

..... dated..... drawn on.....

.....Bank payable at Delhi as part of earnest money.

(All draft and cheques to be made in favour of Parkwood Infrastructure Pvt. Ltd., payable at New Delhi)

I/we agree to pay further installments of sale price as stipulated/called for by the company and the other charges as and when called for.

My/our particulars as mentioned below may be recorded for reference and communication.

1. Applicant (Sole/First)

Name:.....

S/W/D of

Nationality

Address:.....

.....

.....Pin Code:.....

Telephone number:.....Mobile Number:.....

Fax number:.....

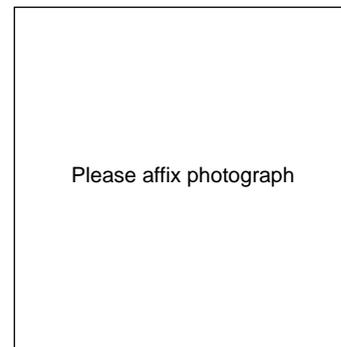
Email:.....

Occupation:.....

Permanent Account Number/Ward/Circle:.....

Residential Status: Resident Indian Non Resident Indian

Foreign National of Indian Origin



2. Second Applicant

Name:.....

S/W/D of

Nationality

Address:.....

.....

.....Pin Code:.....

Telephone number:.....Mobile Number:.....

Fax number:.....

Email:.....

Occupation:.....

Permanent Account Number/Ward/Circle:.....

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

Address (for communication):.....

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Pin Code:.....

Telephone Number:.....

Fax Number:.....

Email:.....

Mobile Number:.....

3. Payment Plan Down Payment Installment

4. Detail of unit to be purchased

i) Unit Number.....

ii) Block/Tower name.....

iii) Floor.....

iv) Super Area.....Sq.ft (Approx)

v) Basic Rate / Sq.Ft.

vi) Power back-up.....K.V.A.

vii) Parking Covered Open

5. Booking: Direct Through Dealer/Agent

6. If through dealer/agent, give particulars.

Name:.....

Address:.....

.....Pin Code:.....

Telephone Number:.....Fax No.:.....

Pan Number:.....Service Tax No.:.....



7. DECLARATION

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that my/our application for allotment by the company is irrevocable and the above mentioned particulars/information given by me/us is true and correct and nothing has been concealed therefrom.

Yours Faithfully,

(First Applicant)

(Second Applicant)

Signature of the applicant(s)

Place:.....

Date:.....

Document Checklist

- a) Booking amount cheques /drafts.
- b) Customers signatures on all pages of the application form
- c) PAN No. and copy of PAN Card/Undertaking, Proof of residence and ID proof.
- d) For companies: Memorandum and Articles of Association and Certified copy of Board Resolution.
- e) For Foreign Nationals of Indian origin: copy of passport (original to be seen), photocopy/funds from NRE / FCNR A/c.
- f) For NRI: Copy of passport (original to be seen) and payment through NRE/NRO A/c.
- g) Photograph of each applicant.

FOR OFFICE USE ONLY

Applicant No.

1. **Application** Accepted Rejected

2. **Details of unit allotted**

Unit No.Type.....Block.....Floor.....

Super Area.....Sq.Ft.

Price per Sq.ft..... Basic Sale Price.....

3. **Electric Connection Charges**.....

4. **Payment Plan:** Down payment Installment

5. **AMOUNT RECEIVED AT THE TIME OF BOOKING**

Basic Sale Price.....

Parking.....

Club Membership.....

Other Charges.....

(I).....

(ii).....

TOTAL

Amount received at the time of booking vide Draft/Cheque No.....dated.....

Rs..... (Rupees

drawn onand our Receipt No.

dated.....

6. **Booking:** Direct Through dealer/agent

Name of agent.....Brokerage Payment.....

Contact Person.....Phone number.....

7. **Number of joint applicants**.....

Sales executive

Marketing Manager