

Date: _____

From:

Mobile No. _____

Land Line No. _____

E-mail id: _____



To : **IREO Fiveriver Private Limited**
SCO 6-8,
First & Second Floor,
Sector 9D,
Madhya Marg,
Chandigarh 160009

Sub: **APPLICATION FOR PROVISIONAL REGISTRATION OF RESIDENTIAL APARTMENT IN YOUR FUTURE PROJECT AT 'IREO FIVERIVER' PANCHKULA, HARYANA.**

Dear Sir,

I/We wish to register for Provisional Registration for a residential apartment in your forthcoming project at 'IREO Fiveriver', Panchkula, Haryana, having approximate super area of _____ sq. ft.

I/We am/ are enclosing herewith cheque / Draft / Pay order No. _____ dated _____ for Rs. _____ (Rupees _____ only) drawn on (Bank & Branch) _____ in favour of "**IREO Fiveriver Private Limited**" which may please be treated as Advance for Provisional Registration subject to the following conditions:-

- (a) That your offer of allotment for an apartment in your proposed scheme shall as far as possible be made to me /us within Nine (9) months of my registration application made herein failing which I/we shall be entitled to simple interest at the rate of 10% thereafter.
- (b) That the said Advance paid by me/us would be adjusted against the booking amount payable by me/us as and when your offer of booking for the apartment is made to me/us.
- (c) In case the Company is not in a position to make offer of allotment for the apartment within a period of 9 months from the date of my/our Application for any reason whatsoever, I/we shall only be entitled to refund of the Advance for Provisional Registration paid by me/us along

with simple interest at the rate of 10% p.a. from the date of expiry of Nine (9) months from the payment of such Advance, subject to my/our giving you 30 clear days notice of the same.

- (d) The Company at all times reserves its right to reject my/our Application and cancel my/our Provisional Registration without assigning any reason therefor and in such event I shall only be entitled to refund of the Advance paid by me along with the simple interest at the rate of 10% p.a. from the date of payment.
- (e) I/We agree that if there should be any variation in the super area of the apartment available at the time of booking/allotment then in such case the payment for the excess/shortfall in super area shall be paid/ adjusted, as the case may be, proportionately at the same rate as agreed herein. However, should such variation in super area be unacceptable to me/us then my/our Provisional Registration shall be treated as cancelled and I/we shall be left with no right, lien or interest herein save and except to claim refund of the actual amount paid by me/us.
- (f) I/We understand and agree that the term super area is used herein as an artificial device only for the purpose of calculating the amounts payable for the allotment of the apartment. I/We further understand and agree that the transfer pursuant to the allotment shall only be of the specific area of the apartment.
- (g) I/We understand that the Provisional Registration does not guarantee allotment of an apartment and the same is subject to availability.
- (h) It is understood that the Company shall allot me /us the apartment at Basic Rate of Rs. _____ per sq. ft. of super area. In addition I/we agree that
 - i. External Development Charges (EDC) and any enhancement/reduction thereof by the Government shall be charged extra.
 - ii. Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges (IAC) shall also be charged extra on prorated basis, as determined by the Company.
 - iii. PLC(s) determined by the Company shall be charged extra.
 - iv. Any other chargeables like maintenance deposit, installation charges for localized or centralized amenities/facilities, charges for provision of any additional infrastructure or other charges as may be determined by the Company for all allottees, shall be charged extra.
 - v. Charges towards power back up and electricity if being provided by the Company shall be extra.

- vi. Charges towards any enhancements at an apartment level, whether split air conditioner, modular kitchen etc., if being provided by the Company shall be extra.
 - vii. Club membership charges shall be charged extra.
 - viii. The charges for car parking space(s) have not been included in the Basic Rate and as such the Basic Rate is exclusive of charges payable for car parking space(s). Parking space(s) may be allotted by the Company as per its policy including the rates/charges payable therefor on my/our application.
- i. Furthermore, I/we agree that:
- i. Registration shall be converted into booking upon payment of booking amount as calculated by the Company within 15 days from the date of issue of the demand letter.
 - ii. Allotment of the apartment shall thereafter be made in my/our favour upon further payment of allotment amount as calculated by the Company.
 - iii. Allotment shall be subject to making timely payment as per the payment plan/demand note communicated by the Company and also due execution of the Company's Agreement in its standard format including maintenance agreement and acceptance by me/us of all the terms and conditions of the Company.
 - iv. I/We agree that I/we shall make timely payments of installment(s) /amounts as demanded by the Company and I/we shall strictly observe all the other terms and conditions agreed herein.
 - v. In case my/our Application for Provisional Registration is accepted and the Company makes offer of booking then I/we undertake to execute all documents/agreements as per the Company's format and accept all the terms and conditions therein and pay all charges as applicable therein.

In the event of any failure on my/our part to comply with the terms and conditions as mentioned herein this Clause (i), I/we agree that the Advance paid by me/us against this Provisional Registration may be forfeited by the Company.

- (j) I/We have also gone through and read the key indicative terms and conditions listed out in Schedule-1, (which shall form and be read as an integral part of the this Application for Provisional Registration), as condensed from the proposed apartment buyer's agreement. I/We understand that these are merely indicative and conveyed herein in a

condensed form for the purpose of acquainting me/us with some of the essential terms and conditions for the transfer of the apartment. I/We further understand and agree that the actual terms and conditions contained in the apartment buyer's agreement would be more comprehensive and elaborate. I/We further agree that the Company may at its sole discretion elaborate, add to, amend, modify, or delete from these terms and conditions in its apartment buyer's agreement.

I/We confirm that all correspondence to me/us should be made in the name of the first applicant at the address at page 5 of this Application and any notices /letters sent by you to the above address shall be valid intimation to me/us regarding the contents therein.

Thanking you,

Yours faithfully,

()

Broker (If any)

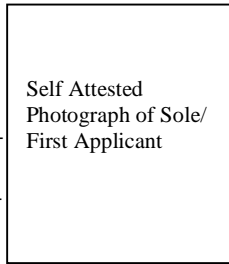
Particulars of the Applicant

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth _____ Nationality _____



Residential Status:

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

Permanent Account Number _____

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

Correspondence Address:

City _____ State _____ Country _____

PIN _____ Email _____

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

Name of the Organisation: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

PIN _____ Email _____

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

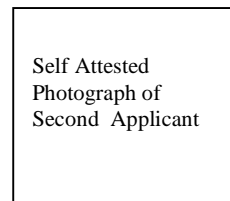
Fax No _____

2. SECOND/JOINT APPLICANT^(if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth _____ Nationality _____



Residential Status:

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

Permanent Account Number _____

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

Correspondence Address:

City _____ State _____ Country _____

PIN _____ Email _____

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

Name of the Organisation: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

PIN _____ Email _____

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

Fax No _____

FOR OFFICE USE ONLY

1. Application received by _____.

2. Advance received vide cheque no. _____ dated
_____ for an amount of Rs. _____ (Rupees
_____ only)
drawn on _____.

3. Broker's name **Mega Marketing** _____.

(Authorized Signatory)

Application Accepted/Rejected.

(MARKETING HEAD)

KEY INDICATORS FROM THE TERMS AND CONDITIONS OF THE APARTMENT BUYER'S AGREEMENT

The following terms and conditions of allotment of an apartment in the upcoming residential project, at IREO Fiveriver, Pinjore, Panchkula, Haryana (hereinafter referred to as the said "**Apartment**"), being developed by M/s. IREO Fiveriver Private Limited - an IREO Group Company, (hereinafter referred to as the "**Company**") are indicative in nature with a view to acquaint the Applicant(s) (hereinafter "**Applicant**") with some of the key terms and conditions, as will be more comprehensively set out in the proposed Apartment Buyer's Agreement ("**Agreement**"). The actual terms and conditions contained in the Apartment Buyer's Agreement would be more elaborate and comprehensive. The Company may at its sole discretion add to, amend, modify, or delete from these terms and conditions in its Apartment Buyer's Agreement.

1. The Applicant has applied for an Apartment with full knowledge of all the terms hereof as well as the laws/notifications and rules applicable to the area in general and the IREO Fiveriver project in particular and all queries have been answered by the Company to the complete satisfaction of the Applicant.
2. The Applicant has satisfied itself about the right, title and interest of the Company to sell and market the said Apartment and the right and title of the Company in the land on which the IREO Fiveriver project is being developed and the approvals, consents and sanctions which have been issued in favour of the Company's Associate/Group Companies. The Applicant has understood all limitations and obligations in respect thereof. Having carried out its independent investigations, the Applicant agrees that after signing of this Agreement, it shall not raise any disputes nor raise any objections in this respect.
3. The Applicant shall make all payments of the agreed Sale Consideration of the said Apartment as per the Payment Plan, along with the other applicable charges as mentioned or stipulated therein vis-à-vis the Basic Sale Price along with Development Charges (which shall include External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges, other charges for executing the external infrastructure work/facilities/services, in addition to the EDC, on account of the acquisition/development of a 24 meter, or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations, or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the Director General Town and Country Planning (**DTCP**) or other government authority, may in the future, assign to the Company/recover charges for etc. as also the interest paid on EDC/IDC to the government and carrying cost on the fund deployed at the rate of 15% per annum) and applicable Preferential Location Charges ("**PLC**"), Interest Free Maintenance Security ("**IFMS**") and all other charges as may be communicated from time to time.
4. The Applicant has understood that the Basic Sale Price along with Development Charges and applicable PLC, whatsoever shall constitute the "**Sale Consideration**" for the said Apartment and shall be set out in the "**Payment Plan**" to be annexed. A sum quantified as equivalent to 15% of the Sale Consideration shall, constitute the "**Earnest Money**".
5. The Applicant shall make all payments of the agreed Sale Consideration of the said Apartment as per the Payment Plan, along with the applicable charges as mentioned or stipulated therein vis-à-vis BSP, Development Charges, PLC, Interest Free Maintenance Security ("**IFMS**") and any other charges as may be applicable from time to time. The Applicant shall further make payment of statutory and other third party charges including without limitation, registration charges, stamp duty and other incidental expenses as and when demanded by the Company.
6. The Applicant shall also pay, as and when demanded by the Company the prorated share of any Value Added Tax (VAT), Service Tax, GST, any other statutory and third party taxes, duties, charges, cess, fees, levies, etc., as may be found applicable to the present transaction or the said Apartment.

7. The Applicant understands and agrees that the specific area of the said Apartment shall include the entire area enclosed by its periphery or internal walls, columns, area of the balconies and 25% of the area of terrace(s) reserved for exclusive use with the said Apartment if any and half the area of walls common with other apartments which form integral part of the said Apartment. It is further clarified that the term super area of the said Apartment includes the proportionate share in the common areas in addition to the specific area and is used herein only as an artificial device for the purpose of computing the Sale Consideration for the said Apartment. However, the transfer pursuant to this Agreement will only be of the specific area of the said Apartment which shall be about 75% of the charged super area.
8. The Company may improve upon, modify or upgrade the specifications of IREO Fiveriver project/the said Apartment with a view to enhance the aesthetic features or considerations of efficiency or better building methodology, better maintenance and/or utilization of buildings etc., as may be advised to it and/or deemed fit in its sole discretion, subject however to the condition that the increase on such account shall be limited upto a maximum 5% of the Basic Sale Price. Any increased cost to be passed on to the Applicant under this Clause shall be calculated on a cost plus incidentals along with overhead and administrative charges at the rate of 20% thereon.
9. The Applicant understands and agrees that the Basic Sale Price of the said Apartment has been calculated based on the prevailing purchase rates of raw materials and input costs at the time of commencement of excavation for the condominium complex containing the said Apartment (**'Input Costs'**). The escalation, if any, in the Input Costs, on the expiry of the Grace Period or the handing over of possession of the said Apartment, whichever occurs earlier (**'Chargeable Period'**), to the extent of 10% thereof shall be absorbed by the Company and balance shall be paid by the Applicant. Furthermore, such escalation shall be charged on 60% of the Basic Sale Price being the deemed Input Costs to the Company (**'Chargeable Escalation'**).

The benchmark of determining escalation in the Input Costs shall be the Wholesale Price Index derived from the monthly indexed rates for 'All Commodities' published on the website of the Economic Advisor to the Government of India, Ministry of Commerce and Industry at "<http://eaindustry.nic.in>" (**'WPI'**). The escalation in the Input Costs shall be calculated based on the published WPI for the month in which the excavation for the condominium complex containing the said Apartment commenced (**'Base WPI'**) and the WPI for the last month of the Chargeable Period (**'Escalated WPI'**). The Applicant shall be liable to pay the Chargeable Escalation on demand, in accordance with the Super Area of the said Apartment, irrespective of its Payment Plan.

It is further agreed by the Applicant that if at any point during the Chargeable Period the Government of India stops publishing the WPI due to any reason(s), the Base WPI as well as the Escalated WPI shall be derived from alternative indexed rates published by the Government of India or any national institute of repute.

10. All payments to be made by the Applicant under this Agreement shall, unless specified otherwise in writing by the Company, shall be by way of a demand draft/banker's cheque/ordinary cheque payable at par at Chandigarh in favour of **"IREO Fiveriver Private Limited"**. 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 as on such date shall be applicable for payments made in foreign currency.
11. The Applicant shall be liable to pay interest on every delayed payment at the rate of 20% per annum 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 the due installment (including partial default) beyond a period of 30 days from the due date, the Company shall be entitled to cancel the allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Applicant by seeking Specific Performance of this Agreement. Further, in every such case of delayed payment,

irrespective of the type of payment plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement.

12. 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 Apartment 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 Apartment, 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 this Agreement whatsoever. 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.
13. The Applicant may obtain finance/loan from any financial institution, bank or any other source, but the Applicant's obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Applicant's ability or competency to obtain such finance. The Applicant would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Applicant agrees and has fully understood that the Company shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Applicant from any bank/financial institution. The Applicant shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Company in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/financial institution for any reason whatsoever and if the Applicant fails to make the due payment to the Company within the time agreed herein, then the Company shall have the right to terminate this Agreement in accordance herewith.
14. 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 demand 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.
15. That due performance of all the obligations under this Agreement and more specifically the timely payment of the Sale Consideration and other charges under the Payment Plan agreed by the Applicant shall be of the essence of this Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due from the Applicant by respective due dates, the Company shall be entitled to cancel the allotment, terminate this Agreement and forfeit the Earnest Money.
16. The Applicant understands that the IREO Fiveriver 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 IREO Fiveriver 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 services are being conceived, planned and installed by the Company keeping in mind the collective requirement of all the residents/occupants of the IREO Fiveriver 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 at its sole discretion. Further, the Applicant has also agreed and undertakes to pay IFMS.
17. The Company may create and hand over to the MSA a sinking fund to be used in due course for the repairs and replacement of the capital equipments installed in the IREO Fiver project by collecting contributions from the applicants on proportional basis, as may be determined by the Company or the MSA.
18. The Applicant also understands that it shall be liable to pay its proportionate share of the recurring charges as determined by the MSA from time to time depending upon its cost of operation and the actual expenses incurred by it for the maintenance of the IREO Fiveriver

project along with a 20% markup thereon on account of Service Fee. It shall be mandatory for the Applicant to enter into the Maintenance Agreement, and the signing of which shall be a condition precedent for executing the conveyance deed of the said Apartment in favour of the Applicant. Refusal to execute the Maintenance Agreement shall constitute a breach of this Agreement and also entitle the Company to terminate the present Agreement in accordance herewith. 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. By signing of this Agreement the Applicant hereby also consents and agrees to abide by the terms and conditions of the proposed Maintenance Agreement and to pay promptly all the demands, bills, charges, etc., as may be raised by the MSA from time to time, whether or not there is actual usage by the Applicant of the services being rendered by the MSA.

19. That the Applicant understands that the Parking Space(s) which would be allotted to it shall be an integral part of the said Apartment and these cannot be sold or transferred independent of the said Apartment. Additional car parking spaces may be allotted at the discretion of the Company to the Applicant on its request, subject however to the availability of parking space in the IREO Fiveriver project and if available, further subject to payment of additional charges as may be decided by the Company. All clauses of this Agreement pertaining to the said Apartment including allotment, use, transfer, possession, cancellation, resumption, etc., shall apply automatically to the parking spaces. The Applicant understands and agrees that parking spaces shall not form part of the common areas of IREO Fiveriver project.
20. The Applicant hereby agrees and undertakes to become a member of the IREO Fiveriver Residents Welfare Association ("RWA") as and when it would be formed by the Company on behalf of all the property owners in the IREO Fiveriver project 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.
21. The Company proposes to develop appropriate club facility, which may in due course be transferred to a qualified third person, to own, manage and operate such facility on such terms and conditions as the Company may deem fit at its sole discretion. The Applicant's right to use the facilities at such club facility shall at all times be contingent on the due and faithful observance by the Applicant of all the rules, bye-laws and conditions with respect to the use of the said club facility as may be notified from time to time by the Company or its transferee. The Applicant's right to use such facility shall further be contingent on payment of all fees, deposits and charges as may be intimated by Company or its transferee to the Applicant periodically.
22. The Company is in the process of developing IREO Fiveriver project in accordance with the tentative layout and building plans, which have been seen by the Applicant. However, if any changes are required in the layout plans and/or drawings whether by any statutory authority(s), government, or otherwise necessitated, the Applicant shall have no objection and hereby gives its consent thereto. The Applicant further understands and agrees that every attempt shall be made by the Company to adhere to the size and location of the said Apartment as specified in this Agreement, however, in the event that there is any change in the said Apartment's location or variation in its size to the extent of $\pm 10\%$ at the time of final measurement, the applicable Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant. The PLC applicable to such changed location shall also be payable or refundable as the case may be.
23. In the event that variation in the super area of the said Apartment is greater than $\pm 10\%$, at the time of final measurement and the same is not acceptable to the Applicant, every attempt shall be made to offer the Applicant an apartment of a similar size at another location subject to availability. In the event that such an alternate apartment is available and the Applicant accepts the substitute apartment at such changed location, the PLC and the proportionate Sale Consideration shall be payable or refundable as the case may be at the rates agreed herein.

24. In the event that Applicant does not accept such substitute apartment and if there is no other apartment of a similar size at another location in IREO Fiveriver project, then the Applicant shall be refunded its paid up Sale Consideration received against the said Apartment along with simple interest thereon at the rate of 10% per annum, excluding interest paid/payable by the Applicant on any delayed payment within 6 (six) months of its intimation to the Company to this effect.
25. In the event there is any change in the location of the said Apartment or there is change in PLC applicable to the said Apartment and such Apartment is not acceptable to the Applicant, an alternative Apartment with similar PLC shall be offered to the Applicant subject to availability. In the event that such Apartment with changed PLC is acceptable to the Applicant, the applicable PLC shall be payable or refundable as the case may be. In the event that Applicant does not accept such substitute Apartment and if there is no other Apartment of a similar PLC, then the Applicant shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Applicant on any delayed payment) along with simple interest thereon at the rate of 10% per annum within 3 (three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant. It is clarified that the term 'change in PLC' shall include the case where an Apartment not having any PLC subsequently acquires PLC and vice-versa.
26. The Applicant understands and agrees that the Company shall be entitled to charge PLC for all Apartments according to the prevalent policy of the Company. It is agreed by the Applicant that whichever Apartments are designated by the Company as being preferentially located, shall all be treated as preferentially located apartments for the purpose of payment of PLC.
27. The Applicant understands and acknowledges that on account of modifications to the layout plan and/or for other reasons, when developed, IREO Fiveriver project may not include the said Apartment. In the case of the absolute deletion of the said Apartment on account of reduction in the overall number of apartments in IREO Fiveriver project or modification in its layout plan or due to any other reason whatsoever, the paid up Sale Consideration received against the said Apartment by the Company shall be refunded to the Applicant, along with simple interest thereon at the rate of 10% per annum excluding interest paid/payable by the Applicant on any delayed payment. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant.
28. The Company reserves its right to effect suitable changes and alterations in the layout, elevations, specifications, the height, width, finishing, etc. of IREO Fiveriver project/said Apartment at any time and in any manner it thinks fit and proper.
29. The Company may, in its sole discretion, in the interest of better planning and timely completion of the said Apartment, change the location of the said Apartment to an apartment of similar size at another floor, tower or location within the IREO Fiveriver project, to which the Applicant hereby consents. Every attempt shall be made by the Company to offer an apartment similar to the said Apartment. In the event that the Applicant does not accept such substitute apartment and if there is no other similar apartment available with the Company, then the Applicant shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Applicant on any delayed payment) along with simple interest thereon at the rate of 10% per annum within 3 (three) months of its intimation to the Company to this effect.
30. The Company shall have the absolute right to modify the building plans and make additional construction anywhere in IREO Fiveriver project, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or pursuant to grant of additional licenses or for any other reason whatsoever to the extent permissible by the government or DTCP. The Company shall have the absolute and unfettered right to transfer such additionally constructed areas in any manner whatsoever as the Company may in its absolute discretion think fit. The

Company and the transferees of such additional construction shall have the same rights as the Applicant with respect to the IREO Fiveriver project including the right to be member of the RWA to be formed under the Haryana Apartment Ownership Act, 1983 ("**Apartment Act**") and an equal right to use of the common areas and other common amenities of IREO Fiveriver project.

31. The Applicant shall be entitled to the possession of the said Apartment only after the full payment of the Sale Consideration and any other charges and dues payable under this Agreement have been remitted to the Company and all other obligations imposed under this Agreement have been fulfilled by the Applicant to the complete satisfaction of the Company.
32. The Applicant agrees and undertakes that it shall not modify any structure or raise any construction in the said Apartment nor encroach upon or occupy any area falling outside the said Apartment. The said Apartment shall solely be used for residential purpose alone and for no other purpose and furthermore the Applicant shall not conduct any illegal or immoral activities from or in the said Apartment. The Applicant further undertakes not to carry on any activity from and in the said Apartment, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/occupants of IREO Fiveriver project.
33. The Applicant confirms and assures the Company that it has read and understood the Apartment Act and the implications thereof in relation to this Application and the Applicant further confirms that it shall comply, as and when applicable and from time to time, with the provisions of the Apartment Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the subject matter of this Application.
34. The Applicant understands and agrees that it shall not have any right to transfer/assign this Agreement in favour of any other Person. Notwithstanding this restriction, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee on a case to case basis subject always to payment of the administrative and other charges as decided by the Company as well as the execution of appropriate collateral documentation by the Applicant and the proposed assignee(s)/transferee(s) to the complete satisfaction of the Company in the format finalized by it. The Company may permit assignment/transfer of this Agreement in favour of a family member (husband, wife and own children and real brother / sister) without levying any administrative charges. Any change in the name registered as 'Applicant' (including, addition/deletion/substitution) will be deemed as assignment/transfer for this purpose. In the event the Applicant has obtained finance/loan against the said Apartment from any financial institution/bank, then a no objection certificate/letter by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to the requested assignment/transfer, by the Applicant. It is however made clear that the Applicant does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Applicant agrees and consents that the Company is not bound to permit the requested assignment/transfer, even though it may have done so in any other Person's case previously or may do so subsequently.
35. In the event that any such request for assignment/transfer of rights under this Agreement 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.
36. It is made clear to the Applicant that under no circumstances shall the permission for assignment/transfer of its rights under this Agreement be granted to the Applicant either on any request made subsequent to the Notice of Possession for the said Apartment or after receipt of the complete Sale Consideration from the Applicant against the said Apartment.

37. In the event of there being more than one/joint applicant for the said Apartment, all communications, demand notices, etc., shall be sent by the Company to that Applicant whose name appears first in the Memo of Parties/information given above. It shall be the responsibility of the first named Applicant to inform the Company by Registered A.D./UPC/Courier post about any subsequent changes in its address, if any, failing which all demand notices and letters posted at the latest address available with the Company will be deemed to have been received by the Applicant within 5 days from the dispatch of the letter or receipt of the letter by the Applicant whichever is earlier. The Company on its part shall accordingly be bound to inform the first named Applicant of any change in the Company's address from the one given above.
38. If the Applicant fails to execute all copies of the Apartment Buyer's Agreement and return them thereafter to the Company within 30 days from the date of this communication by the Company, then the Application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited to the Company and the Applicant shall be left with no right, interest or claim in the said Application/allotment. No compensation or interest or any costs whatsoever shall be paid by the Company to the Applicant.
39. The Applicant hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the said the IREO Fiveriver project or any part thereof including the said Apartment, subject to the condition that an NOC for the said Apartment shall be obtained from the said institution, company or bank before the execution of the Conveyance Deed or the execution of the Tripartite Agreement with the respective institution, company or bank, financing the said Apartment as the case may be.
40. The Applicant understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Applicant. The Applicant clearly understands that the ultimate conveyance of the said Apartment in favour of the Applicant is contingent on the payment of the complete Sale Consideration and all outstanding dues and the due and faithful performance by the Applicant of all its obligations agreed and undertaken herein.
41. In case the Applicant is NRI/PIO/FNIO, the Applicant further agrees that it shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (**FEMA**), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall alone be liable for any action under FEMA. The Applicant shall keep the Company fully indemnified and harmless in this regard.
42. The compliance hereof, by the Company shall be subject at all times to force majeure circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; e) war and hostilities of war, riots or civil commotion; f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of Company in issuance of the completion certificate and/or any other approvals/certificate as may be required; g) any matters, issues relating to such approvals, permissions, notices, notifications by

the competent authority become subject matter of any suit/writ before a court of law; h) 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 the Company from complying with any or all the terms and conditions as agreed in this Agreement; i) economic recession; j) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to corresponding extension of time for performance of its obligations under this Agreement.

43. The Applicant further agrees that, if on account of force majeure conditions, the Company decides in its sole discretion to abandon the IREO Fiveriver project, then in that event the Applicant hereby authorizes the Company to refund the actual amounts received from him/them excluding interest paid/payable by the Applicant on any delayed payment and the Applicant hereby confirms that he shall not have or make any other claim against the Company.
44. Notwithstanding any other provisions of this Agreement, the Applicant agrees that if it fails, ignores or neglects to take the possession of the said Apartment in accordance with the Notice of Possession sent by the Company, the Applicant shall also be liable to pay at the rate of Rs.7.50 (Rupees Seven and Fifty Paise only) per month per sq. ft. of the super area of the said Apartment ("**Holding Charges**"). The Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement.
45. Subject to force majeure and further subject to the Applicant having complied with all its obligations under the terms and conditions of this Agreement, and the Applicant not having defaulted under any provision of this Agreement including but not limited to the timely payment of the total Sale Consideration, stamp duty and other charges/fees/taxes/levies and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company proposes to offer possession of the said Apartment to the Applicant within a period of 30 months from the date of approval of building plans and/or fulfillment of the preconditions imposed thereunder ("**Commitment Period**"). The Applicant further agrees and understands that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days ("**Grace Period**"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.
46. Subject to the condition contained above, if the Company fails to offer possession of the said Apartment to the Applicant by the end of the Grace Period, it shall be liable to pay to the Applicant compensation calculated at the rate of Rs.7.50 (Rupees Seven and Fifty Paise only) per sq. ft. ("**Delay Compensation**") of the super area of the said Apartment for every month of delay thereafter until the actual date fixed by the Company for handing over of possession of the said Apartment to the Applicant. The Applicant shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of 'Notice of Possession' or at the time of payment of the final installment, whichever is earlier.
47. Subject to above, in the event of delay by the Company in offering possession of the said Apartment beyond a period of 12 months from the end of the Grace Period (such 12 month period hereinafter referred to as the "**Extended Delay Period**"), then the Applicant shall become entitled to opt for termination of the Allotment/Agreement and refund of the actual paid up installments made against the said Apartment after adjusting the interest on delayed payments along with Delay Compensation for 12 months. Such refund shall be made by the Company within 90 days of receipt of intimation to this effect from the Applicant, without any interest thereon. The Delay Compensation payable to the Applicant who is validly opting for termination, shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which the Applicant actually exercised the option for termination. This option of termination may be exercised by the Applicant only up till dispatch of the Notice of Possession by the Company to the Applicant whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by the Applicant.

48. The Applicant in its individual capacity as well as the prospective member of the RWA or any other association/collection of the apartment owners in the IREO Fiveriver project, hereby confirms and agrees that, subject to section 22 of the Apartment Act, in the event of redevelopment of the said IREO Fiveriver project at any time in future on account of any force majeure event or for any other reason(s) whatsoever, the Company shall be offered the right of first refusal for carrying out such redevelopment of the said IREO Fiveriver project. This clause shall survive the conveyance of the said Apartment to the Applicant and shall attach with the said Apartment within the meaning of Section 31 of the Transfer of Property Act, 1882 ("**TP Act**").
49. The structures comprising IREO Fiveriver project, including the building in which the said Apartment is located may be got insured against fire, earthquake, riots and civil commotion, terrorism, etc., by the Company/MSA on behalf of all the owners of IREO Fiveriver project and the proportionate cost thereof shall be payable by the Applicant according to the pro-rated super area of the said Apartment. However, all the personal belongings, fixtures and valuables whatsoever of the Applicant contained in the said Apartment shall be got insured by it at its own cost. The cost of insuring the building structure shall be recovered from the Applicant as a part of total maintenance charges and the Applicant hereby agrees to pay the same. The Applicant shall not do or permit to be done any act or thing which may render void or voidable the insurance of any apartment or any part of the construction/buildings comprising IREO Fiveriver project or cause increase in the premium to be paid in respect thereof in which event the Applicant shall be solely responsible and liable for all costs and consequences.
50. Notwithstanding anything contained in this Agreement, timely performance by the Applicant of all its obligations under this Agreement, including without limitation, its obligations to make timely payments of the Sale Consideration, including any interest, in accordance with this Agreement shall be of essence under this Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant by respective due dates, the Company shall be entitled to cancel the allotment and terminate this Agreement in the manner described hereunder.
51. In case any breach committed by the Applicant is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Applicant or is such where the breach is repeated or is continuing despite the Applicant being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company at its sole option by written notice ("**Notice of Termination**") to the Applicant intimating to it the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.
- In all other cases not covered under this clause, the Company shall give to the Applicant a notice calling upon it to rectify the breach set out in the said notice within the time given therein. In the event that the Applicant fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the time specified in the said notice, the Company may terminate this Agreement in the manner set out in this clause above and to the same effect.
52. For the removal of doubts, it is clarified that notwithstanding the fact that the pendency of any consequential event or act of the parties such as, whether or not the refund cheque has been dispatched by the Company, or if dispatched, it has not been received by the Applicant or if received, such refund cheque remains unencashed by the Applicant, the mere dispatch of the Notice of Termination by the Company would be deemed to sufficiently and by itself constitute termination of this Agreement and no further act on the part of the Company would be necessary for this purpose. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the said Apartment afresh to any other person and the Applicant agrees and undertakes that it shall not object thereto nor seek any legal relief so as to prevent such re-allotment.
53. The Applicant understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Applicant to the Company, without any interest, and after forfeiting the Earnest Money and deducting brokerage/commission/charges, service tax and other amounts due and payable to it including

any interest accrued on delayed installments and late payment charges only after resale of the said Apartment. Upon termination of this Agreement save for the right to refund, if any, to the extent agreed hereinabove, the Applicant shall have no further right or claim against the Company, which, if any, and shall be deemed to have been waived and the Applicant hereby expressly consents thereto. The Company shall thenceforth be free to deal with the said Apartment in any manner whatsoever, in its sole and absolute discretion and in the event that the Applicant has taken possession of the said Apartment, then the Company shall also be entitled to re-enter and resume possession of the said Apartment and everything whatsoever contained therein and in such event, the Applicant and/or any other Person/occupant of the said Apartment shall immediately vacate the said Apartment and otherwise be liable to immediate ejectment as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Applicant.

54. The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the opinion of the Company, (a) the allotment of the said Apartment has been obtained through misrepresentation and concealment or suppression of any material fact, OR (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or the MSA or by any statutory body or competent authority, OR (c) if the Applicant by its conduct or actions, vitiates the spirit and essence of this Agreement. The condition contained in part (a) and (b) of this clause shall survive the conveyance of the said Apartment and attach with the said Apartment within the meaning of Section 31 of the TP Act.
55. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the Parties. The Applicant hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant hereby accepts and agrees this shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator at Chandigarh. The language of the arbitration proceedings and the Award shall be English. Both the Parties will share the fees of the Arbitrator in equal proportion.
56. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the Courts at Panchkula and the Punjab & Haryana High Court at Chandigarh alone shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

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 of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyer's Agreement which shall supersede the terms and conditions set out in this Application.

Date _____
Place _____

Signature of the Applicant(s)