



To,
M/s Vipul Ltd.,
Vipul Tech Square, Golf Course Road,
Sector-43, Gurgaon

I/We, the undersigned, request for allotment of a Residential Flat in your Group Housing Complex known as Vipul Lavanya, being developed in Sector-81, Gurgaon, Village-Nawada Fatehpur under the Down Payment / Installment Payment Plan.

In the event of your agreeing to allot a Flat, I/We agree to make down payment / pay in installments the sale price and other charges/dues as broadly stipulated in the Terms & Conditions for registration and allotment which is part of this Application Form and as we have understood from the Flat Buyer's Agreement and the Payment Plan.

I / We further agree to sign and execute the requisite Flat Buyer's Agreement, as and when desired by the company i.e. M/s Vipul Ltd. on its standard format. I / We in the meantime have signed and agreed to abide by the terms and conditions of sale attached to this application form.

I/ We are / are enclosing herewith Cheque/ Draft/ Pay order no.dated for Rs.
(Rupees Only) drawn on.....
..... (Bank & Branch) in favour of “.....”
.....” towards earnest money / part earnest money.

I/ We agree to pay further installments of sale price and other charges as stipulated / called upon by the Company.

My/Our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole / First).....

Son/ Wife / Daughter of.....

Mailing Address

Pin Code

Telephone No Fax No E-mail Id

2. Second Applicant

Son/ Wife / Daughter of

Mailing Address

Pin Code.....

Telephone No Fax No E-mail Id

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

Nationality PAN No.

Ward/ Circle/ Place of assessment.....

3. Payment Plan: Down Payment Construction Linked Installments

4. Details of Flat to be purchased:

Flat Type	Building No.	Floor & Flat No.	Super Area(Approx Sq. Ft./Sq. Mts.)
_____	_____	_____	_____

5. Car Parking (Covered) : _____ Lower Basement Upper Basement

6. PLC (If applicable)

Ground Floor/ 1st to 3rd Floor/Park Facing

7. DECLARATION:

I/We, the undersigned (Sole/First and Second Applicant). Do hereby declare that the above-mentioned particulars / information given by me/us are true and correct to my/our knowledge and no material fact has been concealed therefrom.

Signatures : 1. _____ 2. _____

Name : 1. _____ 2. _____

Date : _____

Place : _____

Notes:

1. All drafts and Cheques to be made in favour of “VIPUL LAVANYA SALES A/C”, payable at Delhi/New Delhi.

2. Outstation cheques shall be accepted subject to realisation.



TERMS AND CONDITIONS FOR REGISTRATION AND ALLOTMENT OF FLATS AT “VIPUL LAVANYA – GURGAON” , HARYANA

1. The Intending Allottee(s) has applied for the registration and allotment of a flat at “Vipul Lavanya” being developed in Gurgaon with full knowledge and subject of all laws, notifications and rules applicable to the area, which have been explained by the Developer(s) and understood by him/her/them.
2. The Intending Allottee(s) agrees to sign and execute, as and when desired by the Developer(s), the "Vipul Lavanya Flat Buyer's Agreement" on the Developer(s) standard format and also agrees to abide by the terms and Conditions of sale as laid down therein. The Vipul Lavanya Flat Buyer's Agreement shall contain detailed terms and conditions of sale of the Flat, some of which have been stated herein, however in the event of any discrepancy between this document and the Vipul Lavanya Flat Buyer's Agreement, the latter shall prevail.
3. The Intending Allottee(s) has fully satisfied himself/herself/themselves about the right, title and interest of the Developer(s) in the land and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Intending Allottee(s) in this regard from the Developer(s).
4. For preferentially situated flat/unit extra charges as decided by the Developer(s) shall be payable by the Intending Allottee(s).
5. The Developer(s) shall have the right to effect suitable and necessary alterations in the layout plan, as and when required, which may involve all or any of the changes such as change in the position of the flat/unit, increase/decrease in size change in floor-plan layout change in its number, etc. If there is any increase / decrease in the areas, revised price will be applicable at the original rate at which the flat/unit was booked by the Intending Allottee(s) herein. If for any reason the Developer(s) are not in a position to allot the flat/unit applied for, the Developer(s) shall be responsible to consider for an alternate property and in case of failure to do so, refund the amount deposited alongwith simple interest @9% per annum and the Developer(s) shall not be liable for payment of any compensation on this account whatsoever.
6. The Intending Allottee(s), on payment of transfer charges / administrative charges as decided by the Developer(s), shall be entitled to get the name of his/her/their nominees substituted in his/her/their place with the prior approval of the Developer(s), who may in its sole discretion permit the same on such terms & conditions as it may deem fit.
7. The Intending Allottee(s) upon completion of the said building agrees to enter into a Maintenance Agreement with the Developer(s) or any other nominated maintenance agency or other body as appointed by the Developer(s) from time to time for the maintenance and upkeep of the common areas and common services of the said Group Housing Complex and the Intending Allottee(s) undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Developer(s) or its nominated maintenance agency. The Intending Allottee(s) agrees to deposit and to always keep deposited with the Developer(s) a Maintenance Security Deposit calculated on the basis of the super area of the flat at a rate per sq. ft. (approx) to be determined by the Developer(s).
8. The timely payment of installments shall be the essence of the Flat Buyer's Agreement. This application does not constitute an Agreement to Sell. It shall be incumbent on the Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in the enclosed Flat Buyer's Agreement. In case the installments are delayed, the Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/amount. Even then, if the Intending Allottee(s) fails to pay the installment along with interest, the Developer(s) shall forfeit the amount of earnest money deposited by him/her/them and the allotment shall stand cancelled and he/she/them shall have no lien/charge interest on the flat/unit. The amounts, if any, paid over and above the earnest money shall be refunded without any interest by the Developer(s) after the adjustment of interest on delayed payments, if any, due from the Intending Allottee(s). The Earnest Money shall be deemed to be 10% of the total Sale Consideration.
9. The External Development Charges (EDC), Infrastructure Development Charges (IDC) and other statutory charges for the services to be provided by the Haryana Government has not been charged as a part of the Sale Consideration and in addition to the consideration the same shall be paid by the Intending Allottee(s) as and when demanded. In case of any levy or further increase in these charges and/or imposition of any Statutory Levy, Charges, tax, cess, etc. by Govt./Semi Govt. Body/any Competent Authority in future, the same shall be borne and paid by the Intending Allottee(s) as and when demanded by the Developers.
10. It is made clear to the Intending Allottee(s) that the per square foot price of the flat is firm and escalation free. However, the intending allottee(s) shall separately pay for the car parking space allotted to him/her/them for his/her/their exclusive use. The Intending Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said flat /building, unless otherwise provided in the law applicable for the time being in force. As the reserved parking space is an integral amenity of the flat the Intending Allottee(s) undertakes not to sell/transfer/deal with the reserved parking space Independent of the flat.
11. All taxes, whether levied or leviable in future, on the land and/or on the flat/unit shall henceforth be borne by the Intending Allottee(s).
12. The sale deed shall be executed and got registered in favour of the Intending Allottee (within reasonable time after the flat/unit/complex has been constructed and after receipt of full sale consideration and other charges. The cost of stamp duty, registration charges etc. as applicable will be extra and shall be borne by the Intending Allottee(s).
13. The Intending Allottee(s) shall get his/her/their complete address registered with the Developer(s) at the time of booking and it shall be his/her/their responsibility to inform the Developer(s) by registered AD letter about all or any subsequent changes, if any, in his/her/their address, failing which all demand notices and letters posted at the first registered address as stated by the Intending Allottee(s) at the time of booking will be deemed to have been received by him/her/them. This is without prejudice to the stipulation that the Intending Allottee(s) shall have to strictly comply with the schedule of payment attached herewith and the Intending Allottee(s) shall be solely responsible for any default in payment and the consequences that might occur therefrom. The Intending Allottee(s) undertake(s) to abide by all the laws, rules and regulations relating to the Flat or



any other law as may be applicable to the said Building / Complex.

- 14. That the Intending Allottee(s) shall comply with all legal requirements for the purchase of Immovable property, whenever applicable after execution of the Flat Buyers Agreement herein and sign all applications forms for the said purpose.
15. Intending Allottee(s) agrees to take possession of the said flat/unit within 30 days from the date of notice for possession failing which it would be presumed that the Intending Allottee(s) has taken possession. During the period of deemed possession the Intending Allottee(s) shall be liable to pay holding charges @ Rs. 5 /- per sq. per month for the period of such delay until the date when the actual physical possession is taken over by the intending Allottee(s). The Intending Allottee(s) shall also be liable to pay apart from the holding charges the prevailing maintenance charges as made applicable by the Developer(s) or its nominated maintenance agency from the date of possession / deemed possession.
16. The Intending Allottee(s) agrees that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both and the joint allottee(s) shall be treated as one single person for the purpose of the Agreement and both shall be liable for the consequences jointly as well as severally.
17. The allotment of flat/unit is entirely at the discretion of the Developer(s) and the Developer(s) shall have the right to reject any offer without assigning any reason thereof.
18. Courts at Gurgaon, and High Court at Chandigarh alone shall have exclusive jurisdiction in all matters arising out of or touching and/or concerning this transaction.
19. The Intending Allottee(s) agrees to pay the cost of the flat per the Payment Plan A/B i.e. Down Payment Plan/Construction Linked Payment Plan, enclosed.

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Signature: 1. _____ 2. _____

Name: 1. _____ 2. _____

Date : _____

Place : _____

For Office Use Only

1. Application Accepted /Rejected

2. Details of Flat /Unit:

Table with 7 columns: Flat/Unit Type, Building No., Floor & Flat/ Unit No., Super Area(Approx Sq. Ft./Sq. Mts.), Rate in Rs/-(per sq. ft./sq. mtrs.), Basic sale price of flat/unit (in Rs.)

3. Car Parking (Covered) : _____

4. Payment Plan: Down Payment /Construction Linked

5. Amount received at the time of booking vide Receipt no.Dated..... by.....Draft/Cheque.....Dated..... Rs..... (Rupees.....)

Drawn onBank at Gurgaon/ New Delhi and our Receipt No.....Dated.....

6. Booking : Direct/Broker

Date : _____

Place : _____

Authorised Signatory