



# APPLICATION FORM

SECOTOR 99, NPR DWARKA EXPRESSWAY GURGAON

**All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 Act and the rules and regulations made there under ("RERA Act") and the exercise of such rights and obligations shall be subject to the provisions of RERA the Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in the applications form / allotment letter / agreement for sale (as the case may be) and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.**

By hand / courier / speed post / other mode of correspondence

Date.....

To

M/s Assotech moonshine Urban Developers Private limited,

**Subject: Application for allotment of an Apartment/villa/shop " Blith"- a Residential Group Housing Colony being developed in Sector-99, NPR Dwarka Expressway Gurugram-Manesar Urban Complex, Haryana, PIN-122001**

Dear Sir,

- I/We the Applicant(s)/Intending allottee(s) hereby apply through this application for allotment / booking of an Apartment/villa/shop of Approximately .....sq. ft (sq. mts) carpet area..... (hereinafter referred to as "said Apartment/villa/shop ") at Floor (super area ..... sq. ft to be constructed in "Blith"- a Residential Group Housing Colony being developed in Sector-99, NPR Dwarka Expressway Gurugram-Manesar Urban Complex, Haryana, PIN-122001 (hereinafter referred to as "said Project"), by M/s Assotech Moonshine urban Developers private Limited ((hereinafter referred to as "Company") under License No. 95 of 2011 dated October 28,2011 granted by the Director General, Town and Country Planning (DGTCP), Haryana, Chandigarh.
- I/We the Applicant(s)/Intending Allottee(s) know that the "Company" has exclusive, irrevocable and unequivocal right to develop, construct, launch, market and sell in whole or in part the said project . I/We further know that sanctioned plan / layout plan / building plan of "Blith"- a Residential Group Housing Colony has been approved vide Memo No. ZP-753/JD (BS) 2012/7413 dated 01-05-2012 that was made available to me/us containing approved specifications of the said approval(s). Stage wise time schedule **was intimated to me** including the present provisions of external civic infrastructure like roads, water, sanitation, electricity etc.
- I/We request that, I/We may be allotted an apartment in your project ASSOTECH BLITH , situated along NPR in Sector 99, Gurugram, Haryana, INDIA under the following payment plan (Tick One)

Payment plan 1	Payment plan 2	Payment plan 3
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I/We remit herewith a sum of Rs..... /-(Rupees ..... only) by Bank Draft/Cheque No.(s) dated ..... drawn on ..... Bank as application fee being 10% of the Basic Sale Price (BSP) of the Apartment/villa/shop and request you to consider / adjust it as part payment towards the Total Price of the Apartment/villa/shop to be paid by me / us to purchase the said Apartment/villa/shop. I/We understand that the Basic Sale Price is a part of Total Price of the Apartment/villa/shop and Total Price includes payments by me/us under various heads such as EDC/IDC/Electrification charges, VAT/Cess etc.

- I/We promise /assure you that agreement for sale for the said Apartment/villa/shop would be executed / signed by me / us in furtherance to this application. Further, I/ we request / authorize you to encash / deposit the said cheque(s) while execution / signing of the agreement for sale for the said Apartment/villa/shop. I undertake to pay the Total Price of the said Apartment/villa/shop on the dates and the manner as per **Annexure-A** of this application.
- I/ we request / authorize you to treat the aforesaid application fee as Earnest Money in furtherance of my/our intention & sincerity to buy the said Apartment/villa/shop.
- To avoid any ambiguity or doubt about my /our competency in submitting this application for allotment / booking of the said Apartment/villa/shop, I/We declare that I/we am/are competent to make and submit the present Application for the allotment / booking of the said Apartment/villa/shop and there is no legal, regulatory or statutory impediment or restriction on me/us in submitting this Application or the payment tendered hereunder.
- I/We have categorically been informed that till said Apartment/villa/shop is allotted to me/us, I/We do not become entitled even for the provisional and/or final allotment of the said Apartment/villa/shop notwithstanding the fact that the Company may have issued an acknowledgment of present application and / or may have encased the aforesaid cheques / bank draft issued for application fee. I / We have further categorically been informed that allotment/booking of the said Apartment/villa/shop shall become final and binding upon both i.e. me/us and the company only after allotment and in furtherance thereof execution of agreement for sale by me/us.
- I/We have categorically been informed that the suggestive terms and conditions informed to me / us by the company and annexed to this Application as "**Annexure-B**" are only indicative in nature, which have been carefully gone through by me/us and the same has been understood by me/us. The suggestative terms and conditions as mentioned in **Annexure-B**, shall be incorporated in detail in the proposed Agreement for Sale along with other

Sole/First Applicant

Second Applicant

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terms and condition.

9. I/We are in acceptance of the said suggestive terms and conditions contained in "**Annexure-B**". If I/We withdraw this Application or I/We fail to execute / sign and return the executed / signed copy of said Agreement for sale or the copies thereof, within thirty (30) days from the date of its dispatch by the Company at my/our aforesaid address or if I/We fail to accept the allotment made by the Company, then the Company may at its sole discretion treat my/our Application as cancelled and in the event of such cancellation,

the Company shall be authorized to forfeit 10% of the Basic Sale Price (BSP) of the Apartment/villa/shop against Earnest Money from the amount paid by me/us. The balance amount of money paid by the Applicants (IF ANY) shall be returned by the Company to me / us within 45 days after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the phase-1 of the project execution including compensation.

10. Thereafter, I/we shall be left with no right, interest, claim, lien etc. on the said Apartment/villa/shop or its allotment/booking or otherwise on the Company in any other manner whatsoever.

11. I/We understand that the Company may reject this Application at any time at its sole discretion without assigning any reasons.

12. I/We am/are submitting this Application with the full knowledge that Building Plans even though sanctioned may require alteration due to any planning or architectural requirements, statutory requirements, technical needs etc.; therefore proposed/suggestive location, Apartment/villa/shop No. and areas offered under this Application are tentative and approximate only.

13. I/We declare that I/we have fully satisfied myself/ourselves about exclusive, irrevocable and unequivocal right of the company to develop, construct, launch, market, and sell in whole or in part etc the said project as well as the approvals/consents/ /license granted by the DGTCP and/or any other Authority as required and the competency of the Company. Further I/we have done due diligence on the associated rights, capabilities and ability of the Company to complete the said Project. I/We have understood all the limitations and obligations of the Company with respect to the same.

14. I/we am/are applying for allotment through this Application after physically inspecting the site and have understood and satisfied myself / ourselves in all respects about the location, the right, title, interest, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. in deciding to apply for purchase of the said partment/villa/shop and have not relied upon any advertisements, representations, promises or any other information, verbal epresentation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Project / said Apartment/villa/shop under any influence or coercion of any nature unless authorized in writing by the Company. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector, the Indian economy in general and this area and the said Project in particular.

15. I/We have clearly understood and agreed that this Application will be processed by the Company only after encashment of the cheques submitted by me/ us constituting 10% of the Basic Sale Price (BSP) of the Apartment/villa/shop in case of upfront payment with this Application complete in all respects otherwise this Application shall be liable for rejection.

16. I/We understand that in addition to the amount stated in the "**Annexure A**", I/we shall also be liable to pay all third party charges including the applicable registration amount and stamp duty as well as applicable taxes/fees/cess etc such as Value Added Tax(VAT)/Goods and Services Tax(GST) or other government or statutory dues or costs payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants etc. by way of value added tax (VAT), Works Contract Tax, Service Tax, Labour Cess, Educational Cess, Worker's Welfare Cess or any other taxes, charges, Development Charges levied by whatever name called including EDC, IDC, IAC, IIDC, external infrastructure or common road(s) acquisition/purchase as "integrated infrastructure" including charges of Planning Unit, if any, electricity, water, sewerage, solar, power backup etc. charges whatsoever, in connection with the construction and development of the said Apartment/villa/shop /said Project, now or in future or any increase thereof as well as any other amount paid/payable by the Company to the government or any authority not elsewhere specified in proposed Agreement for Sale in connection with the construction of the said Apartment/villa/shop /said Project, now or in future and/or any increase thereof and the incidence of which is borne by the Company.

17. I/we acknowledge and understand that mere allotment of the said Apartment/villa/shop does not automatically result in any right or interest whatsoever in any immovable property or in the said Apartment/villa/shop and common areas/ utilities or amenities until the final completion and successful conveyance thereof on the payment of amount stated in the "**Annexure A**".

18. I/We acknowledge and understand that delay in possession, if any, of the said Apartment/villa/shop, from the date of Agreement for Sale till the date of handover can occur due to several factors such as non-grant of government directions, no clarity of policy, inter departmental conflicts, internal projections, dependency on various contractors and agencies, various compliances, changes in various statutes, non availability of key materials, force majeure, failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification etc.

19. I/we understand that however, notwithstanding the sincere commitment to deliver according to the committed timelines provided by the Company, if the Company fails to complete or is unable to give possession due to force majeure on my/our written request it may refund the amount within 45 days after equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the the project execution including compensation provided that where I / we do not intend to withdraw from the project, the Company shall pay for the Delay Compensation maximum equivalent to market rental value of the Apartment/villa/shop determined by an independent Property Consultant or provide accommodation in the same class or category of Apartment/villa/shop either in any other project in the vicinity as the case may be, till the handing over of the possession of the Apartment/villa/shop.

Sole/First Applicant

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Second Applicant

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20. I/We agree that subject to force majeure and such other conditions and further subject to my/our compliance with all the obligations or documentation as may be prescribed by the Company under the terms and conditions contained herein and also in the proposed Agreement for Sale and also having not defaulted under any provision(s) thereof including but not limited to the timely payment of all dues and charges including the amount stated in the "**Annexure A**", the Company proposes to offer possession of the said Apartment/villa/shop to me/us within a period of ..... Months minus/ plus 6 Months variable grace period ("**Commitment Period**") from the date of execution of the Agreement for sale after provision of infrastructure in the sector by the government such as laying of sewer/water supply line, road, electrification etc.
21. I/We confirm that all correspondence to me/us should be made in the name of the First Applicant at the address/email given and any notices /letters sent by the Company to that address/email shall be valid intimation to me/ all of us regarding the contents therein.
22. I/ We the undersigned Applicant(s)/ Intended allottee(s) (Sole/ First and Second Applicant), do hereby declare that my/our present Application for allotment is irrevocable and that the above-mentioned particulars/ information given by me/ us is/are true and correct and no material fact has been concealed.
23. I/We have gone through the suggestive / indicative terms & conditions written in "**Annexure B**" and the Payment Plan "**Annexure A**" and Specifications in "**Annexure C**" attached with this Application that shall ipso-facto also be applicable to my/ our nominees, legal heirs and successors.
24. I/We undertake that the said Apartment/villa/shop cannot be transferred, assigned and no further third party nomination or interest can be created by me/us before a period of 12 (twelve) months from the date of acceptance of present Application for allotment / booking by the Company or payment of 30% of the amount stated in "**Annexure A**" whichever is earlier and further after execution of Agreement for Sale and making all up-to-date payments including transfer charges, Interest Free Maintenance Security Deposit(IFMSD) and Maintenance Charges as may be applicable on execution of Agreement for Sale.
- 25.1 / we shall participate towards the formation of an association of the allottees or a federation and shall not object construction of further phases in said licensed Group Housing Colony i.e. "BLITH".
26. I/We agree to abide by the terms and conditions of this Application including those relating to payment of Total Price of the Apartment/villa/shop stated in "**Annexure A**" and other charges, forfeiture of earnest money as laid down herein and the Agreement for Sale.
27. I/We declare that in case of non-allotment of the said Apartment/villa/shop, or due to any reasons whatsoever my/ our claim shall be limited only to the extent of amount deposited by me/us with this Application along with simple interest of 10%.
28. That for all intents and purposes and for the purpose of the suggestive terms and conditions set out in this Application, singular includes plural and masculine includes the feminine gender.

Signature(s): 1. \_\_\_\_\_ 2. \_\_\_\_\_

(Sole/ First Applicant)

(Second Applicant)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

I/We have booked my said Apartment/villa/shop directly/through sales organizer \_\_\_\_\_

**Stamp of the Sales Organizer**

**Signature(s) of Applicant(s).**

Notes: All Drafts/ Cheques are to be made as per the details herein under:

- I. Cheque/DD to be issued in favour of "Assotech Moonshine Urban Development Pvt. Ltd. Escrow Account" payable at .....
- OR
- II. Through electronic Transfer in as under:

Account Name	Assotech moonshine Urban Developers Pvt. Ltd.
Account Number	440113500002464
Bank Name	KARUR VYSYS BANK
IFSC Code	KVBL0004401
Branch	Sector 18, Noida

Sole/First Applicant

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Second Applicant

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My/our particulars are given below:-

**1. Particulars of Main Applicant**

Applicant's Name				
Father's/ Husband's name				
Date of Birth				
Occupation		Qualification		
Correspondence Address				
Office Name & Address				
Telephone No(s)	Residence		Office	
Marital Status (Tick One)	Married		Single	
Res. Status(Tick one)	Resident		Non Resident	
PAN No./ Ward Circle No.				
E-mail				

**2. Particulars of Co-Applicant**

Applicant's Name				
Father's/ Husband's name				
Date of Birth				
Occupation		Qualification		
Correspondence Address				
Office Name & Address				
Telephone No(s)	Residence		Office	
Marital Status (Tick One)	Married		Single	
Res. Status(Tick one)	Resident		Non Resident	
PAN No./ Ward Circle No.				
E-mail				

**Nominee**

First Name		Relationship with Applicant(s)	
Address			
Second Name		Relationship with Applicant(s)	
Address			

Sole/First Applicant

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Second Applicant

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3. **Environment Commitment:**

I/We the undersigned Applicant(s)/intending Allottee(s) do hereby undertake that if my/our application is considered /accepted, I/we shall always maintain the ecological harmony inter alia common area solar lighting, water recycling, waste segregation, CFL lighting, double glazing, solar water heating, harvesting and recharge and to maintain flora & fauna, extensive plantation and aqua life and have fully understood and have willingly committed to share the extra obligations for environment conservation within the complex and shall always cooperative and vote for any or all decisions, which will be requested by the developer for long term maintenance of extra establishment for this cause.

4. **Declaration:**

I/We undersigned applicant (Sole /First and Second Applicant) do hereby declare that my/our application for allotment is irrevocable and that the above mentioned particulars /information given by me /us is true and correct to my/our knowledge and no material fact has been been concealed therefrom. I/We have gone through the terms and conditions written herein and the payment plan attached with this application Form and accept the same, which shall ipso facto be applicable to my/our legal heirs and successors. I/We agree to abide by the terms and conditions of this Application including those relating to payment of total price, forfeiture of earnest money as laid down herein and the execution of the Agreement for Sale. I/We declare that in case non allotment of the flat my/our claim shall be limited only to the extent of amount deposited by me/us with this application Form.

Signature(s): 1. \_\_\_\_\_ (Sole/ First Applicant) 2. \_\_\_\_\_ (Second Applicant)

Place: \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Only**

- 1. Name, Designation and Signature of .....the receiving officer
- 2. Amount Received: .....
- 3. Booking: Direct/ Sales Organizer .....
- 4. Name of Sales Organizer.....
- 5. KYC done by.....
- 6. Application Form Accepted / Rejected.....
- 7. Reason of rejection.....
- 8. Date of Acceptance/Rejection.....
- 9. Apartment/villa/shop Allotted.....
- 10. Name, Designation and Signature of the ..... Officer approving the Allotment of said Apartment/villa/shop
- 11. Remarks, if any.....

For M/s Assotech Moonshine Urban Developers Pvt. Ltd.

**Authorized Signatory**

**Checklist for receiving officer, Tick please:**

- 1. Application Fee cheques/DD. ( )
- 2. Customer's Signature on all pages of the Application Form and payment plan and on amendments/corrections.
- 3. Copy PAN Card/Form60/Undertaking. ( )

**Documents required at the time of booking:**

- 1. Application Fee cheque/draft.
- 2. PAN No. & Copy of PAN Card/Undertaking (Self attested copy).
- 3. For Companies: Copy of Memorandum & Articles of Association, Form 18 and Form 32 (Self attested), certified copy of Board Resolution,
- 4. For Partnership Firm: Copy of partnership deed, firm registration certificate (Self attested), consent/authorization from all the partners.
- 5. For a Limited Liability Partnership (LLP) LLP agreement, LLP registration certificate (Self attested copy), authorization LLP.
- 6. For Foreign Nationals of Indian Origin/NRI: Passport photocopy (Self attested copy) and funds from their own NRE/FCNR A/c.
- 7. One photograph of each Applicant.
- 8. Address/IdentityProof:PhotocopyofPassport/ElectoralIdentityCard/RationCard/DrivingLicense/ PIO Card/OCI Card etc (Self attested).
- 9. Specimen signatures duly verified by bankers (in original).
- 10. If the First Applicant is a minor, then proof of age and address of natural guardian to be furnished.

Sole/First Applicant .....

Second Applicant .....

## ANNEXURE –A

Name of 1st Applicant		(2nd Applicant)	
Project Applied for		Apartment/Villa/Shop applied for	
Carpet Area#		sq.ft.	
Super Area		sq. ft.	
Basic Sales Price		Rs.	
Preferential Location Charges		Rs.	
Parking Reservation Charges (Covered Car)		Rs.	
Community/Club Membership Charges		Rs.	
EDC, IDC		Rs.	
VAT/GST		Rs.	
IFMS		Rs.	
Service Tax as applicable		Rs.	
Electricity Establishment Charges*		Rs.	As per actual cost
Water Connection Charges*		Rs.	As per actual cost
RC & Stamp Duty*		Rs.	As per actual cost
Any other Charges		Rs.	
<b>Total Price</b>		Rs.	

# Carpet Area means the net usable floor area of the Apartment/villa/shop as defined under RERA 2016.

^Tentative Subject to final demand by Government authorities or Actual cost to the company.

\*All Government taxes, charges including direct/indirect as levied or to be levied will be collected extra.

Sole/First Applicant

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Second Applicant

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**ANNEXURE-B**

**TERMS AND CONDITIONS**

1. The Applicant(s) / Intending Allottee(s) has applied for allotment of an Apartment/villa/shop, (hereinafter referred as "said Apartment/villa/shop") in "BLITH", (hereinafter referred as "said Project") being developed in Sector-99,NPR, Dwarka Expressway Gurugram- Manesar Urban Complex, Haryana with full knowledge of all laws, notifications and rules applicable and also about approvals including but not limited to ownership, layout plan, licenses and other approvals applicable to the said Project which have been explained by the Company and understood by him/her. The License and Building Plan/s for the said Project have already been issued / approved by the competent authority. This Application is a mere request by the Applicant(s) / Intending Allottee(s) for the allotment of the said Apartment/villa/shop in Phase-1 the said Project and the Company reserves the right to accept or refuse the request for allotment of the said Apartment/villa/shop for whatever reasons and/or criteria.
2. The Company has laid down criteria and eligibility norms for allotment of said Apartment/villa/shop and the Application will be screened by the screening committee appointed for this purpose with a view to discourage speculation and benefit the actual end users and the decision of the screening committee towards acceptance/ rejection of the Application and allocation of the said Apartment/villa/shop will be final and binding notwithstanding the fact that Applicant might have tendered earnest money in full. The Application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering and encashment of applicable payment of Application fee / Earnest Money / installments in full together with requisite supporting documents such as Income Proof, PAN No., e-mail ID, Photo Identity/ Aadhar card, Address proof and photograph of Applicant(s)/ Intending allottee(s) etc. and other relevant documents desired by the Company and acceptance and signing of this Application and Payment Plan mutually agreed and accepted. The allotment of said Apartment/villa/shop number will be at sole discretion of the Company. The present Application is subject to approval by the screening committee of the company and if due to overbooking or allotment criteria/constraints, the Company is unable to allot the said Apartment/villa/shop applied for, it may allot an alternate Apartment/villa/shop within the said Project or the Company shall refund the amount deposited with simple interest as per RERA guideline rate (subject to deduction of applicable taxes) calculated for the period for which such money has been lying with the Company (interest to be calculated from the 91st day, the first 90 days being the processing period for present Application) in complete discharge of its obligations. In case, the Company rejects the application or fails to accept due to over booking or allotment criteria / constraint the refund of the Application Fee with simple interest by the Company by Account Payee Cheque through Speed Post/Courier or bank transfer or by a signed receipt shall be the complete discharge from all its obligations and liabilities on the part of the Company. The Applicant(s)/ Intending Allottee(s) shall have no right, claim or interest of whatsoever nature or kind on the said Apartment/villa/shop of said Project thereafter. If this Application of the Applicant(s)/Intending Allottee(s) is accepted, the intimation of the Allotment shall be issued subject to acceptance of its Terms & Conditions. Applicant(s)/Intending Allottee(s) shall comply with all the legal requirements as required for the purchase of said Apartment/villa/shop / immovable property, as and when applicable. The Applicant(s)/Intending Allottee(s) has specifically agreed with the Company that the allotment of the said Apartment/villa/shop shall be subject to strict compliance of Code of Conduct that may be determined by the Company for occupation and use of the said Apartment/villa/shop and such other conditions as per the applicable laws of India.
3. The Total Price is escalation free upto 10% as published by CPWD from New Delhi save and except increases which the Applicant(s)/Intending Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. While raising a demand on the Applicant(s)/Intending Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s)/Intending Allottee(s), which shall only be applicable as per actual pro-rata payments/demand.
4. The Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/villa/shop or building, as the case may be, without the previous written consent of the Applicant(s)/Intending Allottee(s) and the Authority. Provided that minor additions or alterations may be required during construction or as may be required due to technique or other reason or such minor changes or alterations upto +1-5% in carpet area without consulting the Applicant(s)/Intending Allottee(s). It has been darfied to me/us that based on structural design, due to technical requirement or any other reason, the Company may add structural column within the Apartment/villa/shop which shall be part of the carpet area. It is also clarified that alteration pertaining to Club House, interior design, landscaping design etc may be done in pubic area / open spaces for the betterment of BLITH.
5. The Company shall confirm the final carpet area of allotted Apartment/villa/shop to the Applicant(s)/Intending Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the

Company. If there is any reduction in the carpet area within the defined limit then Company shall refund the excess money paid by Applicant(s)/Intending Allottee(s) within 45 (forty-five) days with interest from the date when it comes to the knowledge of the Company that the measurement of the carpet area has been reduced subject to provisions of balance in the escrow account without affecting the phase-1 of the

Sole/First Applicant

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Second Applicant

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project execution including compensation. If there is any increase in the carpet area allotted to Applicant(s)/Intending Allottee(s), the Company shall demand that from the Applicant(s)/Intending Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as initially agreed between the parties.

6. Subject to Clause 20.3 the Company agrees and acknowledges, the Applicant(s)/Intending Allottee(s) shall have the right to the Apartment/villa/shop as mentioned below after execution of conveyance deed:
- (I) The Applicant(s)/Intending Allottee(s) shall have exclusive ownership of the Apartment/villa/shop only;
- (ii) The Applicant(s)/Intending Allottee(s) shall also have undivided proportionate share in the Common Areas that will vest in the Association of Allottees or the Authority as the case may be. Since the share / interest of Applicant(s)/Intending Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Applicant(s)/Intending AUottee(s) shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Applicant(s)/Intending Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Company shall convey undivided proportionate title in the common areas to the Association of Allottee(s) as computed / finalized by the Architect and as provided in the Deed of Declaration in terms of the Haryana Apartment/villa/shop Ownership Act 1987;
- (iii) That the computation of the Total Price of the Apartment/villa/shop includes recovery of price of pro-rata land underneath the footprint of the Apartment/villa/shop but not the entire space of the basement and Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the said Project in which the Apartment/villa/shop is located. It is clarified that Applicant(s)/ Intending Allottee(s) would have right of usage without ownership on the parking space allotted in the basement. It is further clarified that basement space has not been considered for the purpose of computation of Total Price. The Applicant(s) / Intending Allottee(s) shall bear the cost of necessary machinery / instruments required for the purpose of stacked parking system in basement.
7. It is made clear by the Company and the Applicant(s)/Intending Allottee(s) agrees that the Apartment/villa/shop along with Covered Parking (if applicable) shall be treated as a single indivisible unit for all purposes. It is agreed that the BLITH Project is an independent, self-contained Project and is not a part of any other project or even if zoned together sanctioned together along with other statutory clearances it shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure, facilities and/ or amenities under of the licensed Group Housing Colony i.e. "BLITH" for the benefit of the Applicant(s)/Intending Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the all Applicant(s)/Intending Allottee(s) of the said licensed Group Housing Colony i.e. " BLITH " after achieving at least 50% actual occupancy by the allottees.
8. It is understood by the Applicant(s)/Intending Allottee(s) that all other areas i.e. areas and facilities falling outside the of present Project/ may or may not form a part of the declaration to be filed with DTCP to be filed in accordance with the Haryana Apartment/villa/shop Ownership Act 1987.
9. The Company agrees to pay all outgoings before transferring the physical possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s) which it shall be collecting from the Applicant(s)/Intending Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Company fails to pay all or any of the outgoings collected by it from the Applicant(s)/Intending Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s), the Company agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
10. The Applicant(s)/Intending Allottee(s) has issued Cheques/DD for the payment of a sum of Rs. (Rupees \_\_\_\_\_ only) as Application Fee being part payment towards the Total Price of the Apartment/villa/shop at the time of application the receipt of which the Company hereby acknowledges and the Applicant(s)/Intending Allottee(s) hereby agrees to pay the remaining price of the Apartment/villa/shop as prescribed in the Payment Plan as may be demanded by the Company within the time and in the manner specified therein. If the Applicant(s)/Intending Allottee(s) delays in payment towards any head which is payable, he shall be liable to pay interest as per RERA guidelines or as may be specified in the applicable Rules.

**11. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Company abiding by the construction milestones, the Applicant(s)/Intending Allottee(s) shall make all payments, on demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) as per the details herein under

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I. Cheque/DD to be issued in favour of "Assotech MoonShine Urban Developers Pvt. Ltd." payable at Noida

OR

II. Through Electronic Transfer in Account number-

440113500002464, Karur Vysya bank, IFSC Code- KVBL0004401,

Branch Name- SECTOR 18, NOIDA.

12. The Applicant(s)/Intending Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Application. Any refund, transfer of security, if provided in terms of the Application 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. The Applicant(s)/Intending Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Company accepts no responsibility in this regard. The Applicant(s)/Intending Allottee(s) shall keep the Company fully indemnified and harmless in this regard.

13. Whenever there is any change in the residential status of the Applicant(s)/Intending Allottee(s) subsequent to signing of this Application, it shall be the sole responsibility of the Applicant(s)/Intending Allottee(s) to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s)/Intending Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment/villa/shop applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Applicant(s)/Intending Allottee(s) only.

14. The Applicant(s)/ Intending Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Apartment/villa/shop. The Applicant(s)/ Intending Allottee(s) obligation to purchase the said Apartment/villa/shop pursuant to Agreement for Sale shall not be contingent on the Applicant(s)/ Intending Allottee(s) ability or competency to obtain such financing and the Applicant(s)/ Intending Allottee(s) will remain bound by the terms of Agreement for Sale 1 whether or not the Applicant(s)/ Intending Allottee(s) has been able to obtain financing for the purchase of the said Apartment/villa/shop. Further, any refusal/delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Applicant(s)/ Intending Allottee(s) to use it as an excuse for delaying or defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of the installment(s), as per the Payment Plan, shall make the Applicant(s)/ Intending Allottee(s) liable to pay the stipulated interest as time is the essence of this Application and proposed Agreement for Sale. Further, in case the Applicant(s)/ Intending Allottee(s) seeks cancellation of his allotment on the above mentioned ground, the Company will refund his money after deducting, the Earnest Money, the interest on the delayed payments and brokerage, commission taxes, cess, fees etc. paid, if any by the Company for such booking subject to condition that equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the project execution including compensation.

**15. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Applicant(s)/Intending Allottee(s) authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Applicant(s)/Intending Allottee(s) undertakes not to object/demand/direct the Company to adjust his payments in any other manner.

**16. TIME IS ESSENCE:**

Time is of essence for the Company as well as the Applicant(s)/Intending Allottee(s). The Company shall abide by the stage-wise time schedule for completing the project and handing over the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s) and the common areas to the Association of the Allottees(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Applicant(s)/Intending Allottee(s) shall make timely payments of the installments and other dues payable by him and meet the other obligations under the Application/Agreement subject to the simultaneous completion of construction by the Company as provided in Payment Plan.

**17. CONSTRUCTION OF THE PROJECT/ APARTMENT/VILLA/SHOP:**

The Applicant(s)/Intending Allottee(s) has seen the specifications of the Apartment/villa/shop and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority. The Company shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in the Application/proposed Agreement, the Company shall abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions as applicable from time to time till completion of project and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and herein agreed, and breach of this term by the Company shall constitute a material breach of the Application/ proposed Agreement. Any

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additional FAR received/ receivable under the bye-laws and provisions prescribed under TODR/TDR/ GREHA or any other Act/Rules/ provisions will be usable by the Company as applicable on the entire or any part of the project land in its discretion without any further consultation provided the same does not alter the size of Apartment/villa/shop or its dimensions as well as that of the tower under phase in which Apartment/villa/shop is booked.

**18. POSSESSION OF THE APARTMENT/VILLA/SHOP:**

18.1 Schedule for possession of the said Apartment/villa/shop: The Company agrees and understands that timely delivery of possession of the Apartment/villa/shop is the essence of the Agreement. The Company, based on the approved plans and specifications, assures to hand over possession of the Apartment/villa/shop in a period of ..... Months minus/plus 6 Months variable grace period ("Commitment Period") from the date of execution of the proposed Agreement for sale unless there is delay or failure due to delay in Govt. clearance or delay in NOCs & court injunctions or war, flood, drought, fire, cyclone, earthquake, delay in providing necessary external infrastructure such as laying of sewer/water supply line, road, electrification etc. or inadequacy or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant(s)/Intending Allottee(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the Apartment/villa/shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the proposed Agreement for sale to be implemented. The Applicant(s)/Intending Allottee(s) agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure conditions, then allotment shall stand terminated and the Company shall refund to the Applicant(s)/Intending Allottee(s) the entire amount received by the Company from the allotment within 45 days from that date subject to provisions of balance in the escrow account execution as the amount may have been gone into the construction. The Applicant(s)/Intending Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities.

18.2 Procedure for taking possession - The Company, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/villa/shop, to the Applicant(s)/Intending Allottee(s) in terms of this Application/ proposed Agreement to be taken within 2 (two) months from the date of occupation certificate and the Company shall give possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) agree(s) to pay the maintenance charges as determined by the Company/Association of Allottees, as the case may be. The Company on its behalf shall offer the possession to the Applicant(s)/Intending Allottee(s) in writing within 2 months of receiving the occupancy certificate of the Project.

18.3 Failure of Applicant(s)/Intending Allottee(s) to take Possession of Apartment/villa/shop: Upon receiving a written intimation from the Company as per clause 18.2, the Applicant(s)/Intending Allottee(s) shall take possession of the Apartment/villa/shop from the Company by executing necessary indemnities, undertakings and such other documentation as may be prescribed in the Application/Agreement or required by the company, and the Company shall give possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s). In case the Applicant(s)/Intending Allottee(s) fails to take possession within the time provided in clause 18.2, such Applicant(s)/Intending Allottee(s) shall continue to be liable to pay maintenance and holding charges as applicable.

18.4 Possession by the Applicant(s)/Intending Allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s), it shall be the responsibility of the Company to hand over the necessary documents and plans, including common areas to the Association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.

18.5 Cancellation by Applicant(s)/Intending Allottee(s)- The Applicant(s)/Intending Allottee(s) shall have the right to cancel/withdraw his allotment in the Project, if the Company fails to comply or is unable to give possession of the Apartment/villa/shop in accordance with the terms of proposed Agreement for Sale barring failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification or due to discontinuance of his business as a developer on account of suspension or re vocation of its registration Provided that where the Applicant(s)/Intending Allottee(s) proposes to cancel/withdraw from the project without any fault of the Company, the Company herein is entitled to forfeit the Application Fee, Govt. dues and taxes, default interest and dealer commission paid for the allotment. The balance amount of money, if any, paid by the Applicant(s)/Intending Allottee(s) shall be returned by the Company to the Applicant(s)/Intending Allottee(s) within 45 days of such cancellation after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the project execution including compensation.

18.6 Compensation- The Company shall compensate the Applicant(s)/Intending Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event including failure of government / other statutory bodies in providing the external infrastructure such as laying of sewer/water supply line, road, electrification, if the Company fails to complete or is unable to give possession of the Apartment/villa/shop (i) in accordance with the terms of the proposed Agreement for Sale, duly completed by the date specified therein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the applicable laws; or for any other reason; the Company shall be liable, on demand to the Applicant(s)/Intending Allottee(s), in case the Applicant(s)/Intending Allottee(s) wishes to withdraw from the Project to return the total amount received by him in respect of the Apartment/villa/shop, with interest within 45 days after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the execution of the project. Provided that where if the Applicant / Intending Allottee(s) does not intend to withdraw from the Project, the Company

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shall pay for the Delay Compensation maximum equivalent to market rental value of the Apartment/villa/shop determined by an independent Property Consultant or provide accommodation in the same class or category of Apartment/villa/shop either in any other project in the vicinity as the case may be, till the handing over of the possession of the Apartment/villa/shop.

**19. REPRESENTATIONS AND WARRANTIES OF THE COMPANY:**

The Company hereby represents and warrants to the Applicant as follows:

- (i) The Company has exclusive, irrevocable and unequivocal right to develop, construct, launch, market and sell in whole or in part said project.
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Land under the Project BLITH;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting. Further, the Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Building and Apartment/villa/shop and common areas;
- (vi) The Company has the right to accept the present application and has not committed or omitted to performed any act or thing, whereby proposed right, title and interest of the Applicant(s)/Intending Allottee(s), may prejudicially be affected;
- (vii) The Company has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land of the project, and the said Apartment/villa/shop which will, in any manner, affect the proposed rights of Applicant(s)/Intending Allottee(s);
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from offering to sell or selling the said Apartment/villa/shop to the Applicant(s)/Intending Allottee(s);
- (ix) At the time of execution of the conveyance deed the Company shall handover lawful, vacant, peaceful, physical possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s) and the common areas to the Association of the Allottees;
- (x) The Company has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Company in respect of the said project/its land..

**20. EVENTS OF DEFAULTS AND CONSEQUENCES**

20.1 Subject to the Force Majeure clause, the Company shall be considered under a condition of Default, in the following events:

- (I) Company fails to give possession of the Apartment/villa/shop to the Applicant(s)/Intending Allottee(s) in accordance with the terms of the Application/proposed Agreement for sale within the time period specified therein barring failure of government / other statutory bodies in providing the external infrastructure such as lying of sewer/water supply line, road, electrification etc.
- (ii) Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration.

20.2 In case of Default by Company under the conditions listed above, Applicant(s)/Intending Allottee(s) is entitled to the following:

- (I) Stop making further payments to Company as demanded by the Company. If the Applicant(s)/Intending Allottee(s) stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Applicant(s)/Intending Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Applicant(s)/Intending Allottee(s) shall have the option of terminating the proposed Agreement for Sale in which case the Company shall be liable to refund the entire money paid by the Applicant(s)/Intending Allottee(s) under any head whatsoever towards the purchase of the Apartment/villa/shop, along with interest at the rate specified in the Rules within forty-five(45) days only after equivalent amount comes from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the project execution. Provided that where an Applicant(s)/Intending Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Company, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/villa/shop.

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**20.3** The Applicant(s)/Intending Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (I) In case the Applicant(s)/Intending Allottee(s) fails to make payments for 2 consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant(s)/Intending Allottee(s) shall be liable to pay interest to the Company on the unpaid amount at the rate specified in proposed Agreement for Sale.
- (ii) In case of Default by Applicant(s)/Intending Allottee(s) under the condition listed above, continues for a period beyond 3 consecutive months after notice from the Company in this regard, the Company shall cancel the allotment of the Apartment/villa/shop in favour of the Applicant(s)/Intending Allottee(s) and refund the balance amount paid to it by the Applicant(s)/Intending Allottee(s) after substitution of the equivalent amount from the next purchaser as the amount may have been gone into the construction or subject to provisions of balance in the escrow account without affecting the project execution including compensation by deducting the Earnest money, the applicable interest on delayed payment if any, brokerage amount, other expenses and liabilities and proposed Agreement shall thereupon stand terminated.

**21. CONVEYANCE OF THE SAID APARTMENT/VILLA/SHOP**

The Company, on receipt of complete amount of the Price of the Apartment/villa/shop under the proposed Agreement for Sale from the Applicant(s)/Intending Allottee(s), shall execute a conveyance deed in favour of the Applicant(s)/Intending Allottee(s) along with the undivided proportionate title in the common areas to the Association of Allottees or the competent authority, as the case may be within 2 (two) months from the issuance of the occupancy certificate. However, in case the Applicant(s)/Intending Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Applicant(s)/Intending Allottee(s) authorizes the Company to withhold possession and registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Company is made by the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) shall be solely responsible and liable for compliance of the provisions of applicable laws including the Registration Act, Indian Stamp Act, 1899 including any action(s) taken or deficiencies/penalties imposed by the competent authority(ies) in respect thereof.

**22. MAINTENANCE OF THE SAID BUILDING /APARTMENT/VILLA/SHOP/PROJECT**

The Company shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees. The Applicants / Intending Allottees acknowledges that if he/she fails to form the Association of Allottees within a further period of six months or the Association of Allottees fails to take over the maintenance services from the Company within said period, the Company shall run, operate and maintain and shall be entitled to adjust the entire cost of maintenance from the Interest Free Maintenance Security (IFMS) Fund..

**23. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of direct services or any other obligations of the Company as per the Agreement for Sale relating to such development is brought to the notice of the Company within period as specified in applicable laws by the Applicant(s)/Intending Allottee(s) from the date of handing over possession, it shall be the duty of the Company to rectify such defects without further charge, within 30 (thirty) days, and in the event of Company's failure to rectify such defects within such time, the aggrieved Applicant(s)/Intending Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that outsourced items such as air conditioners, refrigerators, kitchen, bath fittings, electrical items, lifts, gen sets etc will be covered as per terms of warranty of manufacturers.

**24. RIGHT OF APPLICANT(S)/ INTENDING Allottee(s) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Applicant(s)/Intending Allottee(s) hereby agrees to purchase the Apartment/villa/shop on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottees (or the Maintenance Agency appointed by it) and performance by the Applicant(s)/Intending Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the all Allottees of the said licensed Group housing Colony i.e. "BLITH" after achieving at least 50% actual occupancy by the Applicant(s)/Intending Allottee(s). Furthermore, Maintenance Agency nominated by Company shall provide the maintenance service to PROJECT until the maintenance is taken over by the Association of the Allottees. Applicant(s)/Intending Allottee(s) shall participate towards the formation of an Association of the Allottees or a federation.

100% power backup shall be provided in the complex subject to standard 60% diversity factor. Backup gensets shall be installed at one place in said licensed Group Housing Colony i.e. "BLITH" at the entire project level depending on actual load requirements based on occupancy schedule.

**25. RIGHT TO ENTER THE APARTMENT/VILLA/SHOP FOR REPAIR**

The Company / Maintenance Agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, closed parking and open parking spaces for providing necessary maintenance services and the Applicant(s)/Intending Allottee(s) agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Apartment/villa/shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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**26. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Raheja's Vanya, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Applicant(s)/Intending Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever other than parking, and the same shall be reserved for use by the Association of Allottees for rendering maintenance services.

**27. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/VILLA/SHOP**

Subject to Clause 23 above, the Applicant(s)/Intending Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment/villa/shop at his/her own cost, in good repair and condition and shall not do or cause to be done anything in or to the Building, or the Apartment/villa/shop, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/villa/shop and keep the Apartment/villa/shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Applicant(s)/Intending Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material, hanging of clothes etc. on the face / facade of the Building or anywhere on the exterior of the said Project, buildings therein or Common Areas. The Applicant(s)/Intending Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Applicant(s)/Intending Allottee(s) shall not store any hazardous or combustible goods in the Apartment/villa/shop or place any heavy material in the common passages or staircase of the Building. The Applicant(s)/Intending Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment/villa/shop. The Applicant(s)/Intending Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the Association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Applicant(s)/Intending Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**28. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY APPLICANT**

The Applicant(s)/Intending Allottee(s) is submitting present application for the allotment of a Apartment/villa/shop with the full knowledge of all laws, rules, regulations, notifications applicable to purchase of immovable property in general and Phase-1 of the said Project in particular. That the Applicant(s)/Intending Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment/villa/shop, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/villa/shop at his/ her own cost.

**29. ADDITIONAL CONSTRUCTIONS**

The Company undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Project after the building plan has been approved by the competent authority (ies) except for areas earmarked for future developments and legally acquired additional FAR, density etc or as provided in the Act.

**30. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Company executes proposed Agreement for sale, it shall not mortgage or create a charge on the Apartment/villa/shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant(s)/Intending Allottee(s) who has taken or agreed to take such Apartment/villa/shop. Such mortgage /charge shall be vacated before execution of conveyance deed.

**31. APARTMENT/VILLA/SHOP OWNERSHIP ACT**

The Company has assured the Applicant(s)/Intending Allottee(s) that the said project in its entirety is in accordance with the provisions of the Haryana Apartment/villa/shop Ownership Act and the Company is in compliance of various laws/regulations as applicable.

**32. ENTIRE AGREEMENT**

The proposed Agreement for Sale, along with its schedules, shall constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/villa/shop/plot/building, as the case may be.

**33. RIGHT TO AMEND**

The proposed Agreement for Sale may only be amended through written consent of the Parties.

**34. PROVISIONS APPLICABLE ON APPLICANT / SUBSEQUENT APPLICANTS**

It is clearly informed to the Applicant(s)/Intending Allottee(s) that all the provisions contained herein and the obligations arising hereunder in

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respect of the said Project shall equally be applicable to and enforceable against any subsequent Applicant of the Apartment/villa/shop, in case of a transfer, as the said obligations go along with the Apartment/villa/shop for all intents and purposes.

**35. WAIVER NOT A LIMITATION TO ENFORCE**

35.1 The Company may, at its sole option and discretion, without prejudice to its rights as set out here, waive the breach by the Applicant(s)/Intending Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Applicant(s)/Intending Allottee(s) that exercise of discretion by the Company in the case of one Applicant(s)/Intending Allottee(s) shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Applicants.

35.2 Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**36. SEVERABILITY**

If any provision of the proposed Agreement for sale is determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement for sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of that Agreement for sale and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be.

**37. AGREEMENT FOR SALE**

Wherever in the proposed Agreement for sale it is stipulated that the Applicant(s)/Intending Allottee(s) has to make any payment, in common with other Applicant(s)/Intending Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/villa/shop bears to the total carpet area of all the Apartment/villa/shops in the Project

**38. FURTHER ASSURANCES**

The Applicant(s)/Intending Allottee(s) agree that it shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of the allotment and proposed Agreement for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**39. NOTICES**

That all notices to be served on the Applicant(s)/Intending Allottee(s) and the Company if required shall be deemed to have been duly served if sent to the Applicant(s)/Intending Allottee(s) or the Company by Registered Post at their respective addresses specified herein below:

Address of the 1\* Applicant  
\_\_\_\_\_  
\_\_\_\_\_

Address of the Company M/s Assotech  
Moonshine Urban Developers  
Pvt. Ltd  
\_\_\_\_\_

It shall be the duty of the Applicant(s)/Intending Allottee(s) and the Company to inform each other of any change in aforesaid addressed by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Company or the Applicant(s)/Intending Allottee(s), as the case may be.

**40. JOINT APPLICANTS**

That in case there are Joint Applicants all communications shall be sent by the Company to the Applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicants.

**41. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of the Application shall be construed and enforced in accordance with the laws of India for the time being in force.

**42. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of present application/ proposed Agreement for Sale,

Sole/First Applicant  
.....

Second Applicant  
.....

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 settled through the adjudicating officer appointed under the Act.

**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 has been concealed or withheld by me/us there from. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Sales Organizer,(if any), Name: .....

(Sign and put rubber stamp) .....

Telephone/Mobile Number: .....

Permanent Account No.....

Service Tax No.....

Thanking you Yours faithfully,

Signatures of:

Sole/First Applicant

Second Applicant

Date:

Place:

**Note:**

- 1) In case the cheque comprising Application Fee is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 2) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.

Sole/First Applicant

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Second Applicant

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ANNEXURE -C  
**SPECIFICATIONS**

Sole/First Applicant  
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Second Applicant  
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