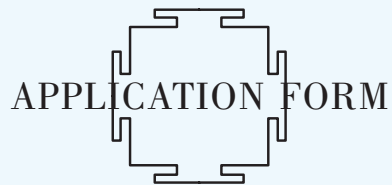


# Aarohan

Commercial

## Aarohan Mixed Land Use Project



GOLF COURSE ROAD, GURGAON





To,  
M/s Vipul Limited,  
Vipul tech Square, Sector 43,  
Golf Course Road, Gurugram, Haryana

Date: .....

**Subject: Application for Provisional Registration of Unit in "Aarohan Commercial Tower"(RERA Registration No. RC/REP/HARERA/GGM/2018/01 dated 11.04.2018) forming part of the Project - "Aarohan Mixed Land Use Project" to be developed in terms of mix land use under TOD Zone policy dated 09.02.2016 at Villages Haiderpur Viran and Wazirabad, Sector 53, Gurugram, Haryana.**

Dear Sir(s),

I/We, the undersigned, request that I/We may be registered for provisional allotment of a Commercial Unit having tentative Carpet Area of \_\_\_\_\_ sq. mtrs (\_\_\_\_\_ Sq.ft) or Super area of \_\_\_\_\_ Sq. Mtrs (\_\_\_\_\_ sq. ft) in Aarohan Commercial Tower forming part of the Project - "Aarohan Mixed Land Use Project" to be developed in terms of mix land use under TOD Zone policy dated 09.02.2016, situated at Villages Haiderpur Viran and Wazirabad, Sector 53, Gurugram, Haryana being developed and marketed by you.

In the event of your agreeing to allot the Commercial Unit, I / We agree to make down payment / pay in installments the sale consideration and other charges/dues as broadly set out herein. I/We have carefully read the terms and conditions as annexed and forming part of this Application and undertake to abide by the same. I/ We agree to sign and execute, as and when desired by "M/s Vipul. Ltd." ("Company"), the Buyer's Agreement and all other documents in pursuance of such allotment, if made.

1. Applicant (Sole / First) \_\_\_\_\_ Son/ Wife / Daughter of \_\_\_\_\_  
 \_\_\_\_\_ Mailing Address \_\_\_\_\_  
 \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone No \_\_\_\_\_  
 \_\_\_\_\_ E-mail ID \_\_\_\_\_ Fax No \_\_\_\_\_

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

Nationality \_\_\_\_\_ PAN No. \_\_\_\_\_ Ward/ Circle/ Place of assessment \_\_\_\_\_

2. Second Applicant Name \_\_\_\_\_ Son/ Wife / Daughter of \_\_\_\_\_  
 \_\_\_\_\_ Mailing Address \_\_\_\_\_  
 \_\_\_\_\_ Pin Code \_\_\_\_\_ Telephone No \_\_\_\_\_  
 \_\_\_\_\_ E-mail ID \_\_\_\_\_ Fax No \_\_\_\_\_

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

Nationality \_\_\_\_\_ PAN No. \_\_\_\_\_ Ward/ Circle/ Place of assessment \_\_\_\_\_

3. Payment Plan opted:  Down Payment  Construction Linked

4. Details of Shop/Office Space proposed to be purchased:

	Area of Commercial Unit	Basic sale price (psf)	Preferential Location Charges	No. of Covered Car Park
Carpet Area	_____ Sq. Ft. (_____ Sq. Mtrs.)			
Super Area	_____ Sq. Ft. (_____ Sq. Mtrs.)			

5. Shop/Office No \_\_\_\_\_

**DECLARATION**

I/ We, the undersigned Intending applicant (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 there from.

Name of the Applicant(s):

1. .... 2. ....

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

Place: ..... Date: .....

Notes:

- All Drafts/ Cheques are to be made in favour of "VIPUL LIMITED", payable at Gurgaon / Delhi / New Delhi.
- The Drafts/ Cheques are accepted subject to realisation.

## TERMS AND CONDITIONS

1. I/We, the Intending Applicant, has/have applied for the registration of Commercial Unit in the proposed Commercial Tower namely "Aarohan Commercial Tower", forming part of the Project "Aarohan Mixed Land Use Project" to be developed in terms of mix land use under TOD Zone policy dated 09.02.2016 at Villages Haiderpur Viran and Wazriabad, Sector 53, Gurgaon, Haryana ("the Project") with full knowledge and subject to all laws, notifications and rules applicable to the area, which have been explained by the Company(s) and understood by me/us. If my/our application is accepted, I/We are aware that an Allotment Letter shall be issued by the Company subject to the Terms & Conditions as set out therein. I/We, the Intending Applicant, acknowledge(s) and confirm(s) that the application for the registration of Commercial Unit and allotment, if any made by the Company on acceptance of the application shall be limited to and confined to the Aarohan Commercial Tower.
2. I/We, the Intending Applicant, has/have carried out due diligence and inspection in respect of the Project/Project Land, including without limitation the rights, title, interest obligations and limitations thereunder, and the various sanctions/approvals/permissions/documents including registration under the provisions of Real Estate (Regulation and Development) Act, 2016, (herein after referred to as "the Act") and the Haryana Real Estate (Regulation and Development) Rules, 2017, (herein after referred to as "the Rules") as may be applicable to the Commercial Unit /Towers/Buildings/ the Project as on the date and as applicable from time to time in this regard and has/have fully satisfied myself/ourselves regarding the right, title and interest of the Company over the said Commercial Unit and the tentative size, location and measurement of the Commercial Unit and/or compliance with such sanctions/approvals/permissions and has/have fully satisfied and understood all limitations and obligations in respect thereof.
3. I/We, the Intending Applicant, assure(s) the Company that the investigations by me/us are complete and I/We am/are fully satisfied that the Company is competent to receive the applications and is entitled to allot the units in Aarohan Commercial Tower and to enter into Agreement in respect thereto.
4. I/We, the Intending Applicant, acknowledge(s) and confirm(s) that the Company has provided all information & clarifications as required by me/us such as sanctioned Zoning plan, Building Plan etc and I/We has/have not unduly relied upon and am/are not influenced by any architectural plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its real estate agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project Site, the Proposed Commercial Tower and the said Commercial Unit (including the tentative size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/We confirm(s) that I/We has/have relied solely on my/our own judgment and investigation(s) in deciding to apply for registration of Commercial Unit. No oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Application.
5. That I/We am/are aware of the fact that in the event the registration of Commercial Unit applied for is accepted, the tentative allotment shall be made out of the proposed development of the Aarohan Commercial Tower.
6. That I/We, the Intending Applicant, hereby agree(s), confirm(s) and undertake(s) that I/We shall not in any manner whatsoever object or raise issues/claims that the development and construction activities in relation to the other future phase(s) commencing or continuing, after the completion and/or the handing over of the Commercial Unit, in Project is/has been a cause of nuisance or hindrance, obstacle and hardship to the right of ingress and egress of the occupants of the project or otherwise creating obstruction or is hazardous or otherwise oppose to peaceful environment or threat to the safety and security of the occupants/ Units forming part of the Project.
7. That I/We, the Intending Applicant, agree(s) to sign and execute, as and when desired by the Company(s) the Buyer's Agreement, Maintenance Agreement, Conveyance deed and/or any other papers/documents on the Company(s) standard format and also agree(s) to abide by the terms and Conditions as laid down therein. I/We, the Intending Applicant, agree(s) to get the Buyer's Agreement and/or the Conveyance deed, as the case may be, registered with the concerned office of the Assurances within the stipulated period as set out under the Act or the Rules.
8. That I/We, the Intending Applicant, are aware that in the event of acceptance of my/our application, the allotment letter confirming allotment of Commercial Unit in the Project shall, as far as possible, be made by the Company to me/us within 6 months of the Application made herein.
9. That I/We, the Intending Applicant, are aware that in case the Company is not in a position to make the offer of allotment of Commercial Unit in the Project within a period of 6 months from the date of application for any reason whatsoever, I/we shall only be entitled to refund of the Advance amount paid hereunder along with interest at a rate equivalent to State Bank of India highest Marginal Cost of Lending Rate plus 2% or any other rate as prescribed from the date of payment of such advance, subject to my/our giving the company in writing 30 days notice seeking refund of the amount paid hereunder. I/We, the Intending Applicant, specifically confirm(s) that I/We shall have no right, claim or interest of whatsoever nature or kind in the Project or the Commercial Unit.
10. That I/We, the Intending Applicant, are aware that my/our application is only a mere offer and request by me/us to the Company for allotment of Commercial Unit in the Project and the Company has unfettered and absolute right to accept/reject the Application.
11. I/We, the Intending Applicant, confirm(s) that If the cheque submitted by me/us along with this Application form is dishonoured then my/our application for registration shall be deemed to be automatically cancelled/rejected. I/We further confirm(s) the allotment, if any made by the Company for any reasons pursuant to this application, the allotment so issued will also be deemed to be automatically cancelled. I/We am/are aware that the Company is not and will not be under any obligation to inform me/us about the dishonour of the cheque or cancellation of the Application.
12. I/We, the Intending Applicant, confirm(s) that the Company shall have the right to effect suitable and necessary alterations in the layout plan, as and when required, which may involve all or any changes, such as change in the position/location of Commercial Unit, increase/decrease in size, change in floor-plan and/or layout, change in floor or the number. If there is any increase/decrease in the areas, revised price will be applicable at the original rate at which the commercial Unit was booked by me/us.
13. That I/We, the Intending Applicant, confirm(s) that in case I/we delay(s) or default(s) payment of installment beyond a period of 60 days from the date it is due for payment to the Company, the Company shall be entitled to cancel the allotment, if any, made pursuant to this Application along with forfeiture of the earnest money deposit, which earnest money deposit shall be advance amount paid by the Applicant or the 10% of the total sales consideration, whichever is higher. Any refund after aforesaid forfeiture shall not carry with it any interest or compensation on the amount refunded.
14. Notwithstanding anything contained herein, I/We, the Intending Applicant, confirm(s) that the Company shall also be entitled to deduct/recover interest on delayed payment at a rate equivalent to State Bank of India highest Marginal Cost of Lending Rate plus 2% or any other rate as prescribed which shall be calculated from the due date of outstanding payment/amount for the period of delay in payment of installments and other sums due, which the company shall also in case of cancellation of allotment be entitled to deduct/recover in addition to the forfeiture of the earnest money deposit.
15. That I/We, the Intending Applicant, confirm(s) and authorise(s) the Company that all sums and installments paid by me/us shall first be adjusted towards interest dues, late payment charges and other sums due and balance, if any, shall be adjusted towards part satisfaction of the installment due.
16. That I/We, the Intending Applicant, am/are aware that the Sale Consideration shall be inclusive of the External Development Charges (EDC) for the external



services to be provided by the Haryana Government and Infrastructure Development Charges (IDC) at a rate levied by the Competent Authority at the time of grant of Licence. I/We confirm(s) that any further imposition/levy/charges by whatever name called or in whatever form and with all such conditions imposed, or any increase in External Development Charges (EDC)/ Infrastructure Development Charges (IDC), Value Added Tax (VAT), Goods and Services Tax (GST), Transits Oriented Development Charges (TOD), Building Cess or levies of such nature on prospective or retrospective basis effective after the date of the application by the Government and/ or any Governmental Authority (ies) shall be paid by me/us on demand to the Company in proportion to the Super/Carpet area of the Unit in the Project.

17. I/We, the Intending Applicant, am/are aware that, on payment of transfer charges/administrative charges as decided by the Company and subject to the discharging all the amounts due and payable to the Company by me/us, I/We may apply to get the name of my/our nominees substituted in my/our place with the prior approval of the Company, who may in its sole discretion permit the same on such terms and conditions as it may deem fit and proper.
18. I/We, the Intending Applicant, agree(s) and undertake(s) to enter into a Maintenance Agreement with the Company or any other nominated maintenance agency or other body as appointed by the Company from time to time for the maintenance and upkeep of the common areas and common services of the Project and I/We undertake(s) to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated maintenance agency. I/We further agree(s) and undertake(s) to deposit and to always keep deposited with the Company an Interest Free Maintenance Security Deposit calculated on the basis of the Super/Carpet area of the Commercial Unit so allotted.
19. I/We, the Intending Applicant, agree(s) and undertake(s) to make timely payments of the Total sale Consideration as per payment plan communicated/intimated at the time of allotment of the Commercial Unit. I/We further agree(s) and undertake(s) to pay the other payments as demanded by the Company in respect of Maintenance deposit and Charges, Electricity Deposit and all/any other Charges etc.
20. That I/We confirm(s) that I/We shall comply with all legal requirements for the purchase of immovable property, whenever applicable before or after execution of the Buyers' Agreement and sign all applications, forms for the said purpose.
21. That I/We confirm(s) that if I/We am/are resident outside India, I/We shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), 1999, RBI ACT and Rules/Guidelines made/issued thereunder and all other applicable laws including that of remittance of payments, acquisition/ sale/ transfer of immoveable properties in India.
22. I/We confirm(s) that If I/We do not accept the allotment of Commercial Unit as intimated by the Company for any reason whatsoever or does not sign the Buyers Agreement, Maintenance Agreement or any other document as required by the company, for any reason whatsoever, the Company shall have unfettered and absolute right to forfeit the Earnest Money so paid along with this Application Form or thereafter and refund the balance, if any, to me/us and I/We confirm(s) that I/We shall have no right, claim or interest of whatsoever nature or kind in the Commercial Unit applied for or the allotment or the Project or otherwise. I/We understands and am/are aware that the Earnest Money liable to be forfeited shall be 10% of the proposed Total Sale Consideration.
23. Notwithstanding anything contained in this Application or Allotment or Buyers Agreement or in any other documents executed between the Parties herein, I/We agree(s) and confirm(s) that the Company shall have the right and authority to raise finance, loans from any financial institution/banks/non-banking finance company/ debenture trustee in relation to the Project/Commercial Tower, and/or the Commercial Unit (s) and further, that for the purposes of such loans, the Company shall be entitled to encumber the Project or part thereof together with all units therein, including inter alia by way of creation of mortgages, charges, liens, securitisation of receivables / development rights (including without limitation the right to further assign such rights). Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created, the Commercial Unit shall be delivered (Subject to other terms of the Allotment/Agreement) to me/us free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed, subject to payment of entire consideration for such Units.
24. That all matters arising out of or touching and/ or concerning this Application in respect of the Commercial Unit shall be construed according to and subject to the laws of India.
25. I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

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

**For Office Use Only**

1. Application Accepted /Rejected : .....
2. Size of Commercial Unit : .....
3. Entry Number in Project Register : .....
4. Entry Number in Cheque Register : .....
5. Booking : Direct / Broker

Dated: ..... Authorised Signatory