



APPLICATION FORM

Mansha Luxury Floors
GIP, Sector-72, Greater Faridabad

M/s Mansha Buildcon Pvt. Ltd.
SCF No. 157, Shopping Complex,
Sector-9, Faridabad

Dear Sir,

I/We request that I/We may be allotted a Built up Residential Floor on either ground with rear lawn/ first floor/ second floor with terrace right without any right of constructing any permanent structure, tentatively admeasuring about \_\_\_\_\_ sq. ft. (sq. mtrs.) built up area on Plot Area \_\_\_\_\_ sq.yds. at, GIP Sector-72, Greater Faridabad, Haryana under your Down Payment [ ] Construction Linked Payment Plan [ ] Scheme.

I/We have paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ drawn on \_\_\_\_\_ only) by Bank Draft/Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount, the details of which are mentioned in the Schedule attached hereto.

In the event of the company agreeing to allot a Built up Residential Floor as requested above, I/we agree to pay further installments of sale price and all other dues charges and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and the Standard Floor Builder-Buyer's Agreement and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Floor notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit including Standard Floor Builder-Buyer's Agreement on the company's Standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I confirm and undertake that upon acceptance of my payment by the company and allotment of the Floor, I shall be bound to purchase the same and will execute all the necessary documents, affidavits, including Standard Floor Builder-Buyer's Agreement as stated herein. If, however, I/We fail to execute the necessary documents/Affidavits including Standard Floor Builder-Buyer's Agreement within the stipulated time from the date of offer of allotment by the Company, then this Application shall be treated as cancelled only at the sole discretion of the Company. I/We am/are making this application with the full knowledge that the said company is going to construct floors on the plots in GIP Sector-72, Faridabad and the development work of the entire project has to be completed by the developer M/s Vashisth Builders & Engineers Ltd.

I/We agree to abide by the terms and conditions of this Application including those relating to payment of sale price and other charges, forfeiture of booking amounts upto the earnest money as laid down hereinafter and the execution of the necessary documents/affidavit including Standard Floor Builder-Buyer's Agreement.

My/ Our particulars are given below for your reference and record:-

1. First Applicant Mr./Mrs./Ms. Son/Wife/Daughter of Sh. Date of Birth. Profession. Company/Firm Name. Designation. Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. Nationality. Residential Address. Tel.Res. Office. Mobile. Fax No. E-Mail. Marital Status. PAN No. Passport No.

Photo of Applicant

X Signature of First Applicant

X Signature of Second Applicant

2. Second Applicant Mr./Mrs./Ms. Son/Wife/Daughter of Sh. Date of Birth. Profession. Company/Firm Name. Designation. Residential Status: Resident/Non-Resident/Foreign National of Indian Origin. Nationality. Residential Address. Tel.Res. Office. Mobile. Fax No. E-Mail. Marital Status. PAN No. Passport No.

Photo of Applicant

3 (i) Floor (Ground / First / Second) at Plot No. Plot Area Sq.yds. (ii) Built up Super Area sq.ft. (Built-up area = FAR area + Balcony Area + Mumty Area) 4 (i) Basic Sale Price @ Rs. (Rs. (ii) Preferential Location charges - PLC (if any) Rs. (iii) Additional charges : EDC/IDC IFMS UCC / EEC / STP / RH (Rs. Total Cost of Unit Rs. Service Tax / VAT extra as applicable.

5 Stamp duty and registration charges etc. shall be extra and to is borne by the applicant(s).

DECLARATION :

I/We the applicant(s) do hereby declare that my/our application for allotment of a Floor with the Company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I/We have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me/us and further undertake to abide by the same.

X Signature of First Applicant

X Signature of Second Applicant

Place Date

Dealer / Agent (If any)

I. Name II. Address III. Mobile No. PAN NO.

PAYMENT SCHEDULE :

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount along with 3 photos (b) Applicant (s)signature on all pages of the Application Form (c) PAN / Form 60 (f) For Companies : Memorandum & Articles of Association & Board Resolution (g) For NRI : Copy of Passport & Payment through NRE / NRO Account

(Received By) (Checked By) (Authorized Signatory)

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF FLAT IN 'MANSHA LUXURY FLOORS' AT GIP SECTOR - 72, GREATER FARIDABAD

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Floor Builder-Buyer's Agreement which will be executed between the Applicant(s) and the Company.

- 1. The Applicant(s) has applied for allotment of a Residential Floor with full knowledge of all the laws/notifications and rules applicable to this area in general and this Project in particular which have been explained by the Company about the Standard Floor Builder-Buyer's Agreement and perused/understood by him/her/it. 2. The Applicant(s) has satisfied himself/herself about the rights, interest and title of the Company to sell and market the said Floor and right and title of the Company in the land on which the said Floors are being developed. The Applicant(s) agree(s) that there will not be any further investigations or objections by him/her/it in this respect. 3. The Applicant(s) shall execute the Standard Floor Builder-Buyer's Agreement with the Company, within 15 days from the date of communication as and when issued by the Company along with the affidavits, declarations and undertakings contained therein and compliance of the terms and conditions of the Standard Floor Buyer's Agreement. The Applicant(s) shall execute the standard maintenance agreement with the Company or its nominated maintenance agency, as the case may be, at the time of possession. The Applicant(s) undertakes to pay the required Security Deposit and the maintenance charges as may be applicable & decided at the relevant time. 4. The Applicant(s) hereby agrees and undertakes to execute the Maintenance Service Agreement (IMF) in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the Floor owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Floor. The Applicant(s) further undertakes to pay maintenance charges as may be applicable by the Company/Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the Applicant(s) shall also entitle the Company to terminate the allotment and forfeit the earnest money. 5. The Applicant(s) shall make all payments of the agreed sale price of the said Floor as per the Payment Plan on the super built up area, along with the other charges as mentioned or stipulated therein, the Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to convey the said Floor in favour of the Applicant(s). The Applicant(s) shall make all the payments irrespective of any issues between the Applicant(s) and the Company with respect to any other matter contained in the Agreement or even otherwise. Any default in payment or non-payment shall be considered and deemed to be fundamental breach of the Standard Floor Builder-Buyer's Agreement. 6. The Applicant(s) shall make the payment of basic sale price, External Development Charges, Infrastructure development Charges, S.Tax/VAT, Maintenance Charges, IFMS & Security Deposits and all other charges as may be communicated from time to time as per actual basis paid/due to the developer. The Applicant(s) shall be further liable to pay any enhanced External Development Charges, Infrastructure Development Charges, Infrastructure Development Charges including any Fresh Incidence of Tax as may be levied by the Government of Haryana / Competent Authority/ Central Government, even if it is retrospective in effect as and when demanded by the Company on the super built up area of the Floor. (PLEASE CHECK) 7. The Applicant(s) agrees and undertakes to make payment of Preferential Location Charges (PLC) and any additional cost incurred by the Company for allotment of Preferential/Superior located Floor to the Applicant(s), as may be prescribed and decided by the Company. 8. The Applicant(s) shall also be liable to make the payment, in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers, (b) Cost of installing Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices (c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTPC directly to the developer or to the company if paid. 9. The Company is in the process of developing the said Floors in accordance with the provisions as applicable by the Competent Authority, which have been explained and understood by the Applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be affected suitably, to which the Applicant(s) has agreed and has given his/her/its consent. However, if as a result thereof, there be any change in the location, preferential location, number, boundaries or area of the said Floor, the same shall be valid and binding on the Applicant(s). Further, if there is any increase or decrease in the super built up area of the said Floor, revised price shall proportionately be determined by the Company on the basis of the original rate. 10. That 25% of the total sale consideration shall constitute the "Earnest Money". Timely payment of each installment of the total sale consideration i.e. basic sale price, EDC, IDC, PLC and other charges as stated herein is the essence of this transaction/ agreement. In case payment of any installment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @ 18% p.a. compounded at the time of every succeeding installment or three months, whichever is earlier. However, if the Applicant(s) fails to pay any of the installments with interest within the due date or time stipulated by the company, the Company may at its sole discretion forfeit the booking amount paid by the Applicant(s) up to the Earnest Money and other charges including late payment charges and interest deposited by the Applicant(s) and in such an event the Allotment/booking shall stand cancelled and the Applicant(s) shall be left with no right, lien or interest on the said booking or Floor if allotted and the Company shall have the right to sell the said Floor to any other person. Further the company shall also be entitled to terminate/cancel this allotment/booking in the event of defaults of any terms and conditions of this application. 11. Subject to remittance and adherence, as stated herein as well as the Standard Floor's Builder-Buyer Agreement, if, the Company fails to offer Possession of the Floor within a period of 30 months from the date of signing of Builder-Buyer agreement, it shall be liable to pay to the Applicant(s) compensation calculated @ Rs. 5/- (Rupees Five only) per sq. ft. for every month of delay thereafter until the actual date fixed by the Company from offer of Possession which the both parties agree is a reasonable estimate of the damages that the Applicant(s) will suffer and the Applicant(s) agrees that it shall have no other rights or claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of Conveyance Deed. The Applicant(s) further agrees and confirms that in the event of the Company abandoning the construction and the development of the Floor, this Application shall stand terminated and will be treated to have been terminated with mutual consent and subject to the Applicant(s) not being in default of any of the terms of this Application, the Company shall refund the actual amount paid the Applicant(s) without any interest thereon. 12. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/terminate the Booking/Allotment/Application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the Applicant(s), if applicable, without any interest and compensation whatsoever. 13. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any. 14. That the transfer/nomination of a Residential Floors wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of Conveyance Deed / Sale Deed and the Company will charge an administrative fee as maybe decided by it for effecting changes/entries in its records. 15. The Applicant(s) may have the right to execute the sale deed instead of transfer charges builder-buyer agreement. In all other cases wherein full payment of the Floor has not been made/schedule of payment of installments is not yet over, standard floors shall be levied as decided by the Company and the transfer will be effected in the manner and as per procedure formulated in this regard by the Company. It is specifically explained by the company and has been understood by the Applicant(s) that the Company shall not allow any transfer / nomination until and unless the Applicant(s) / Allottee (s) has deposited or paid at least 35% of total sale price with the Company. 16. That the Applicant(s) has fully understood and undertake(s) that in case he has been allotted top floor of the building, he shall have mere right of usage only for the terrace. Applicant(s) undertakes that, he shall not construct any structure whatsoever on the terrace or violate govt./authorities rules and regulations as may be applicable to the building. 17. The Applicant(s) shall take possession of the said Floor after making the full payment and get the conveyance deed executed within 30 days from the date of the offer of possession issued by the Company subject to terms and conditions of the Standard Floor Builder-Buyer's Agreement.

X Signature of First Applicant

X Signature of Second Applicant

Place Date

- 18. The Applicant(s) shall not use the said Floor or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes. 19. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the Applicant(s) shall without fail get the address recorded in the books of the Company. The receipt of any communication of the Company at the new address of the Applicant(s) would confirm that change of address has been duly recorded in the books of the Company. The Applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefrom. That it is hereby clarified that in case of joint Purchaser(s), all communications, demand notices, termination/cancellation letter, refund, etc., shall be sent by the Company to the Applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s). 20. The provisional and/or final allotment of the Floor is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof. 21. That the allotment letter issued by the Company allotting the Floor in the said Project shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Floor Builder-Buyer's Agreement, within stipulated time and/or fifteen (15) days from the date of offer of allotment and/or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment. No compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Standard Floor Builder-Buyer's Agreement shall supercede the terms and conditions as set out in this application. 22. The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/c charge/securitization of receivables of the said Floor subject to the said Floor being free from any encumbrances at the time of execution of Sale Deed. The Company/financial institution/bank shall always have the first lien/charge on the said Floor for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction. 23. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and non indemnified and harmless against the payments and performance of the said covenants and conditions and any loss, damage or liability that may arise due to effect payment, non performance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Standard Floor Builder-Buyer's Agreement. 24. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide the Company with these permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant(s) only. 25. The Applicant(s) has specifically acknowledged to the Company that the allotment of the Floor shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the Company for occupation, use and transfer of the Floor and such other conditions as per the applicable laws. 26. The Applicant(s) understands that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Floors to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest. 27. The Applicant(s) understands and confirms that the allotment of the Floor made shall not be construed as sale or transfer under any applicable law and the title to the Floor hereby allotted shall be conveyed and transferred to the Applicant(s) only upon his fully discharging all the obligations undertaken by the Applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the Conveyance/Sale deed in his favour. 28. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc. or any other cost or any other charges etc. 29. That the Applicant(s) understands and agrees that the EDC and other government charges have been calculated at the present value and any revision with retrospective effect will be payable by the Applicant(s). 30. The Applicant(s) agrees that in case the Company is unable to deliver the said Floor to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, declines, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject of any suit/writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of the said Floor in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever. 31. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application form, if the same is not provided then the Application may be summarily rejected. The application form should be signed by the person(s), or his/her Registered Power of Attorney, who want(s) to get the Floor under the Project. Similarly, in the case of Company applying for the Floor(s), should sign through authorized person enclosing an authority letter/board resolution. 32. The Company reserves the right to cancel the allotment of Floor(s) in case Allotment being obtained through misrepresentation and/or falsification of material facts and Company's decision in this regard shall be final. 33. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Standard Floor Builder-Buyer's Agreement 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The arbitration proceedings shall be held at an appropriate location in Faridabad by a sole arbitrator appointed by the Company. The Applicant(s) hereby confirms that he/she shall have or raise no objection to this appointment. The Courts at Faridabad alone and the Punjab & Haryana High Court, Chandigarh alone shall have the jurisdiction in all matters arising out of touching and/or concerning this application and/or Floor Builder-Buyer's Agreement regardless of the place of execution of this application which is deemed to be at Faridabad.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Standard Floor Builder-Buyer's Agreement which shall supersede the terms and conditions set out in this application. I/we are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Standard Floor Builder-Buyer's Agreement and I/we shall be fully liable for any consequences in respect of default committed by me/us in not abiding by the terms and conditions contained in this application and/or Standard Floor Builder-Buyer's Agreement. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/we further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Floor applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

X Signature of First Applicant

X Signature of Second Applicant

Place Date