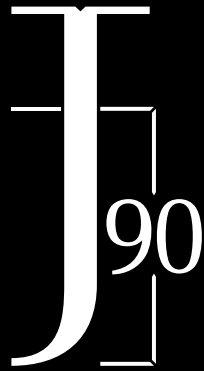


a **Mona Townships** project



**JADE** BUSINESS  
PARK **90**  
GROWTH REINVENTED

application form

## Application Form

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

To  
Chandigarh Overseas Private Limited  
A unit of Mona Townships  
SCO 249, Sector 44C, Chandigarh

Dear Sir/s

I/We the undersigned request that I/we may be provisionally allotted Office Space/IT/ITES /Unit in your proposed Knowledge Park under the name of "Jade Business Park" being developed as Techno Knowledge Park situated at Sector 90, SAS Nagar, Mohali, District Mohali (Punjab).

I/We have clearly understood that the application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the booking amount/part of booking amount tendered with the application.

I/We agree to sign and execute, as and when desired by the Company, the agreement to sell on the Company's standard format contents whereof have been read and understood by me/us. I/We agree to abide by the terms and conditions laid down in this application form.

I / we remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) by Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of "Jade Business Park" payable at Chandigarh towards booking amount / part booking amount for the said premises. The allotment amount has been quantified to be 25% of the Basic Sale Price.

I/We agree to pay the balance amount of sale price and all other charges as stipulated in this Application Form.

\_\_\_\_\_  
Signature of  
First Applicant

\_\_\_\_\_  
Signature of  
Second Applicant

\_\_\_\_\_  
Signature of  
Third Applicant

My/Our particulars as mentioned below may be recorded for Reference/Communications

**SOLE OR FIRST APPLICANT**

Mr./Ms./M/s. \_\_\_\_\_ ( Male/Female ) \_\_\_\_\_

Son of/Wife of/Daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Country: \_\_\_\_\_ (i) Status:  Major  Minor

(ii) DOB: \_\_\_\_\_ (iii) Nationality: \_\_\_\_\_

(iv) Occupation:  Government Service  Private Service  Self Employed Professional  
 Self Employed (Business/Industry)  Others

(v) Residential Status:  Resident  Non Resident  Foreign National of Indian Origin

(vi) Income Tax Permanent Account No. \_\_\_\_\_ (Copy enclosed)

(vii) In case of Non-resident, Passport No. \_\_\_\_\_ (Copy enclosed)

(viii) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_  
\_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)

(ix) Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(x) Office/Business Name and Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**SECOND OR JOINT APPLICANT**

Mr./Ms./M/s. \_\_\_\_\_ ( Male/Female ) \_\_\_\_\_

Son of/Wife of/Daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Country: \_\_\_\_\_ (i) Status:  Major  Minor

(ii) DOB: \_\_\_\_\_ (iii) Nationality: \_\_\_\_\_

(iv) Occupation:  Government Service  Private Service  Self Employed Professional  
 Self Employed (Business/Industry)  Others

(v) Residential Status:  Resident  Non Resident  Foreign National of Indian Origin

(vi) Income Tax Permanent Account No. \_\_\_\_\_ (Copy enclosed)

(vii) In case of Non-resident, Passport No. \_\_\_\_\_ (Copy enclosed)

(viii) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_  
\_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)

(ix) Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(x) Office/Business Name and Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**THIRD OR JOINT APPLICANT**

Mr./Ms./M/s. \_\_\_\_\_ ( Male/Female ) \_\_\_\_\_

Son of/Wife of/Daughter of \_\_\_\_\_

Permanent Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Country: \_\_\_\_\_ (i) Status:  Major  Minor

(ii) DOB: \_\_\_\_\_ (iii) Nationality: \_\_\_\_\_

(iv) Occupation:  Government Service  Private Service  Self Employed Professional  
 Self Employed (Business/Industry)  Others

(v) Residential Status:  Resident  Non Resident  Foreign National of Indian Origin

(vi) Income Tax Permanent Account No. \_\_\_\_\_ (Copy enclosed)

(vii) In case of Non-resident, Passport No. \_\_\_\_\_ (Copy enclosed)

(viii) In case of a HUF/Partnership/Company/Corporation/Society/Trust or other Legal entity – Registration No., if any \_\_\_\_\_  
\_\_\_\_\_ (Certified copy of the Board Resolution and the Memorandum & Articles of Association or Certified copy of the Resolution of the Governing Body/Managing Committee and the Bye Laws)

(ix) Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(x) Office/Business Name and Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Fax.No: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Details of the Unit:**

Payment Plan:  Down Payment Plan  Partial down Payment Plan  Construction Linked Plan

Type \_\_\_\_\_ Tower \_\_\_\_\_ Floor \_\_\_\_\_ Unit No. \_\_\_\_\_

Super Area \_\_\_\_\_ per sq. ft. Basic Sale Price (BSP) @ Rs. \_\_\_\_\_ per sq. ft.

Total Price: Rupees \_\_\_\_\_

\* Other Charges - As applicable as per opted payment Plan are exclusive of the above mentioned price.

\_\_\_\_\_  
Signature of  
First Applicant

\_\_\_\_\_  
Signature of  
Second Applicant

\_\_\_\_\_  
Signature of  
Third Applicant

## PAYMENT PLANS

Basic Sale Price (as Applicable)

■ Plan A - Down Payment Plan		Assured Return Plan @12% Per Annum
On Application		Rs. 1,00,000/-
Booking Amount		25% of BSP + Service Tax
Within 30 days from the date of application		70% of BSP + Preferential Location Charges + Service Tax
On start of 11th floor roof slab		Power Back up Charges + Car Parking + Service Tax
On start of internal finishing works		EEC+FFC +Service Tax
At the time of offer of possession		5% of BSP + IFMS + Service Tax

■ Plan B - Partial Down Payment Plan		Assured Return Plan @12% Per Annum
On Application		Rs. 1,00,000/-
Booking Amount		25% of BSP + Service Tax
Within 30 days from the date of application		25% of BSP + Preferential Location Charges + Service Tax
On start of Last slab of basement		10% of BSP + Service Tax
On start of 3rd floor roof slab		10% of BSP + Service Tax
On start of 7th floor roof slab		10% of BSP + Service Tax
On start of 11th floor roof slab		10% of BSP + Car Parking+ Power Backup Charges + Service Tax
On start of internal finishing work		5% of BSP + EEC+FFC +Service Tax
At the time of offer of possession		5% of BSP + IFMS + Service Tax

■ Plan C - Construction Linked Payment Plan (CLP)	
On Application	Rs. 1,00,000/-
Booking Amount	10% of BSP + Service Tax
Within 30 days from the date of application	15% of BSP + Service Tax
On start of Last slab of basement	10% of BSP + Service Tax
On start of 1 <sup>st</sup> floor roof slab	7.5% of BSP + Service Tax
On start of 3 <sup>rd</sup> floor roof slab	7.5% of BSP + Preferential Location Charges+ Service Tax
On start of 5 <sup>th</sup> floor roof slab	7.5% of BSP + Service Tax
On start of 7 <sup>th</sup> floor roof slab	7.5% of BSP + Service Tax
On start of 9 <sup>th</sup> floor roof slab	7.5% of BSP + Service Tax
On start of 11 <sup>th</sup> floor roof slab	7.5% of BSP + Car Parking+ Power Backup Charges + Service Tax
On start of 13 <sup>th</sup> floor roof slab	5% of BSP + Service Tax
On start of internal finishing work	5% of BSP + EEC+FFC +Service Tax
On start of external finishing work	5% of BSP + Service Tax
At the time of offer of possession	5% of BSP + IFMS + Service Tax

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

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

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

■ Additional Charges	
Car Parking	Rs. 2,00,000/- + Additional Car parking Rs. 1,50,000/- Extra
EEC	Rs. 100/- Sq. ft.
FFC	Rs. 100/Sq. ft.
Power Back up Charges	Rs. 150/- Sq. ft.
IFMS	Rs. 50/- Sq. ft.
PLC, If any	Facing Courtyard- 5% of BSP
	First Floor - Rs 500/Sq. ft.
	Second Floor - Rs 250/Sq. ft.
	Third Floor - Rs 150/Sq. ft.

### PAYMENT TERMS

- Prices are subject to revision at the discretion of the company. Price ruling on the date of booking and acceptance by the company shall be applicable.
- Date of booking refers to date when application of booking is submitted to the company i.e. \_\_\_\_\_
- Service Tax applicable shall be payable extra in accordance with law. Current Rates applicable for Service Tax - Basic Sale Price - 3.71%, Preferred Location Charges - 12.36%, Car Parking Charges - 12.36%, EEC - 12.36%, FFC - 12.36%, Power Backup Charges - 12.36%. Any other taxes, charges, levy as and when applicable by State/Government/Competent Authorities is payable extra by the applicant.
- In case non-payment or delay in payment of installments, the company reserves the right to cancel allotment or regularize the allotment by charging 18% interest per annum on the monthly compounded basis from the due date.
- Assured return will be paid only on Basic Sales Price (BSP) and Preferred Location Charges (PLC) only.
- Income Tax will be deducted at source from the assured return wherever applicable as per statutory requirement.
- TDS is deductible by the applicant at the rate of 1% at the time of payment(s) in case the Sale consideration of unit(s) is Rs 50,00,000/- or above. In case of failure to comply with the provisions, interest and penalty would be imposed to the applicant.
- Total Price does not include stamp duty, registration, other charges (as mentioned in payment plan) and incidental charges as well as expenses for execution of Sale Deed etc. which shall be borne and paid by the Intending Applicant(s) to the Company. Total price does not include any Taxes. The Applicant shall pay as and when demanded by the Company, the Stamp Duty, Registration fees, Service tax and all other incidental and legal expenses for execution and registration of Sale Deed/ Transfer Deed in respect of the said Unit.

### DECLARATION

I/We, the above Intending Applicant(s) do hereby declare that the above particulars/information given by me / us are true and correct to my / our knowledge and no material fact has been concealed there from. Also, I / we agree to all the Terms & Conditions as mentioned here in after.

Direct Customer

Channel Partner

Code No. :	
Name of Channel Partner: _____	
Address _____	
_____	Signature & Seal

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

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

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

**FOR OFFICE USE**

RECEIVING OFFICER

Application No. \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted  Rejected

Payment received Cheque/DD/Pay Order No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_ out of  
NRE/NRO/FC/SB/CUR/CA \_\_\_\_\_ Drawn on \_\_\_\_\_

Provisional booking receipt no. \_\_\_\_\_ Dated \_\_\_\_\_

BOOKING: (a) Direct \_\_\_\_\_ (b) Channel Partner \_\_\_\_\_

Channel Partner's Name & Address, stamp with Signature \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

**CHECK LIST FOR RECEIVING OFFICER**

Particulars	Yes
All Particulars are filled	
PAN Card Copy received	
For NRI : Copy of Passport Received	
For Foreign Nationals of Indian Origin : Passport photocopy is attached	
Recent Passport size photograph attached	
Payment plan is opted	
Signed at all pages	
A/C Payee Cheque/DD received	
For NRI : Payment through NRE/NRO A/cs. received	
For Foreign Nationals of Indian Origin : funds should be from NRE/FCNR A/c.	
For Companies : Memorandum of Association and Certified copy of the Resolution for signing authority	
Channel Partner rubber stamp and signature is affixed in case customer is introduced through Channel Partner	
Declaration is received from the customer	

Remarks \_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS OF APPLICATION

### JADE BUSINESS PARK, SECTOR 90, MOHALI, PUNJAB

The terms and conditions given below are with a view to acquaint intending applicant with terms and conditions as may be comprehensively set out in the agreement to sell. The intending applicant shall sign all the pages of the application in token of acceptance for the same.

#### 1. Title

The Intending Applicant(s) has/ have fully satisfied himself/ herself themselves about the right, title and interest of the Company in the land on which the proposed "JADE BUSINESS PARK" is to be developed/ constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Intending Applicant(s).

#### 2. Allotment

- i) The allotment shall be made on first come first serve basis.
- ii) The final allotment shall be entirely at the discretion of the Company, which has the right to reject any application without assigning any reason whatsoever.
- iii) Upon acceptance of the application, the Intending Applicant(s) shall be required to execute the 'Agreement to sell/Buyer's Agreement' within 45 days from the date of receipt of application amount of the said Unit by the Company, failing which the Company shall have the right to cancel the allotment and forfeit the allotment amount and allot/ sell the said Unit to any third party or use it for any purpose it may deem appropriate.
- iv) If for any reason the Company is not in a position to allot the Unit applied for, the Company shall be responsible to consider for an alternate Unit and in case of failure to do so refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever.
- v) In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A/ R.B.I. guidelines and any other law, as may be prevailing shall be applicable.

#### 3. Layout, Plans & Areas

That it is made clear to the Intending Applicant(s) the meaning of Super Area and its use for the calculation of sale price and other charges in respect of the Unit proposed to be allotted. Company has right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes such as change in the

position of the Unit, increase/decrease in size of the original area allotted which includes Super Area, car parking etc., change in floor-plan layout, change in direction of the Unit, change in its number. If there is any increase/ decrease in the areas, revised price will be applicable at the original rate at which the Intending Applicant booked the Unit. However, the maximum change in the area shall be limited to not more than 15%.

#### 4. Total Price

Total Price means basic sale price of the said Unit exclusive of the Price of parking space(s), fire detection and firefighting equipment, Electrification Charges in the common areas within the Said Building/Said Complex as prescribed in the fire fighting code/regulation and does not include power backup charges, preferred location charges other amounts/charges, security amount etc., payable as per the terms & conditions of payment plan and Agreement to sell including but not limited to taxes, increase in all types of securities and charge for bulk supply of electric energy, Interest Free Maintenance Security, property tax, increase in price due to increase in Super Area of the Said Unit, stamp duty, registration charges and any incidental charges and any other charges payable as mentioned in the Agreement. The Intending Applicant(s) agrees to pay as and when demanded by the Company or Statutory Authority, the prorated share of any Value Added Tax (VAT), Service Tax, GST or any other third party / statutory taxes, duties, charges, cess, fees, levies etc. as may be found applicable to the present transaction or to the subsequent agreement to be executed by the Intending Applicant(s). The Intending Applicant(s) further agrees and undertakes to pay on pro rata basis, Internal Development Charges (IDC), External Development charges (EDC), VAT and any other taxes that may be levied by the Statutory Authorities on the said Complex in whatever name or in whatever form.

#### 5. Car Parking

The Intending Applicant(s) shall apply separately and pay for the construction for the reserved / dedicated car parking space allotted to him/ her/ them for his/ her/ their exclusive use. It is made absolutely clear that reserved /dedicated car parking space allotted to the Intending Applicant(s) shall not form part of the common area in the said building/Complex for all purposes. Since the reserved/dedicated car parking

space is the integral part of the Unit proposed to be allotted, the Intending Applicant(s) undertake not to sell/transfer/deal with the same independent of the Unit proposed to be allotted.

#### 6. Maintenance Agreement

The Intending Applicant(s) upon completion of the said building agrees to enter into a maintenance agreement with the Company or any other Maintenance Agency or other body as appointed by the Company from time to time for maintenance and upkeep of the common services and common areas (a part from the internal area of the Unit) of "JADE BUSINESS PARK" and the Intending Applicant(s) undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated Maintenance Agency.

The Intending Applicant(s) agrees to deposit and to always keep deposited with the Company a Interest Free Maintenance Security calculated on the basis of the Super Area of the Unit @ ₹ 50 /- per sq. ft as and when demanded before possession.

#### 7. Time is of Essence

That timely payment of installments/ balance sale consideration/ Maintenance security / Maintenance charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Intending Applicant(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application. In case the installments are delayed, the Intending Applicant(s) shall be liable to pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the Company's right to cancel the allotment. However, if the Intending Applicant(s) fails to pay the installment along with interest within 45 days, from the due date, the Company shall at its discretion forfeit the amount of Booking amount / Registration Money deposited by Intending Applicant(s) and the allotment shall stand cancelled and he/she/ they shall have no lien/ charge/ interest/right on the said Unit. The sums, if any, paid over and above the allotment amount shall be refunded without interest by the Company after adjustment of interest accrued on delayed payments, if any, due from the Intending Applicant(s). The allotment amount has been quantified to be 25% of the Basic Sale Price.

#### 8. Completion Of Construction/delivery Of Possession

- (i) That the possession of the said Unit is tentatively proposed to be offered by the Company to the Intending Applicant(s) by \_\_\_\_\_ (excluding a

grace period of 6 months) from the date of execution of Agreement to Sell subject to timely payment by the Intending Applicant(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan opted by him/her/them or as demanded by the Company and subject to force-majeure clause no 12. It is made clear that the Company shall be entitled to a grace period of six months from the date mentioned above for any reason whatsoever.

- (ii) The Intending Applicant(s) agree that in case the Company is unable to deliver the Said Unit and / or allot the Parking Space(s) to the Intending Applicant(s) for his occupation and use due to -
  - a) Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
  - b) If any competent authority(ies) refuses, delays, withholds, denies the grant of necessary Approvals for the proposed Unit / Building or;
  - c) If any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become subject matter of any suit/write before a competent court or;
  - d) Due to force majeure conditions as mentioned in clause 12.

In case of occurrence of one or more of the aforesaid eventualities, the Intending Applicant(s) is desirous of cancelling the allotment, in that event the Intending Applicant(s) shall only be entitled to refund of the advance amount for the provisional registration paid by Intending Applicant(s) without any interest. In such event the applicant shall have no right, claim or interest of whatsoever nature or kind in the project Unit. In case however the Intending Applicant(s) continue to be willing to accept the allotment of the Unit booked by it, in that event the Company shall not be liable to pay any compensation to the Intending Applicant(s).

- (iii) In the event, Intending Applicant(s) fails to take over the possession of the Office Space/ Unit allotted within thirty (30) days from the date of office of possession by the Company, the Intending Applicant(s) shall be liable to pay to the Company Holding charges @ 10/- per sq. ft. of the Super Area per month and the Maintenance Charges as determined by the Company/Maintenance Agency for the entire period of such delay until the date the actual physical possession of the Unit is taken over by the Intending Applicant(s).

#### 9. Applicant's/Intending Allottee's Covenants

- (i) That the Intending Applicant(s) have fully read and understood these indicative terms and conditions

mentioned herein and also read, understood and agreed with the terms and conditions of agreement to sell, undertake to abide by the same.

- (ii) That the Intending Applicant(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Agreement to Sell and sign all applications & forms for the said purpose.
- (iii) The Intending Applicant(s) agrees to sign and execute, as and when desired by the Company, the standard Agreement to Sell, the standard Maintenance Agreement and other documents/ papers along with all their Annexures, and agree to abide by the terms & conditions as laid down therein.
- (iv) The Intending Applicant(s) has/ have applied for booking of a Unit in the proposed JADE BUSINESS PARK with full in knowledge and subject to all laws, notifications and rules applicable to the area and the proposed Complex, which have been fully explained by the Company and understood by him/ her/ them. The Intending Applicant(s) has carried out its independent investigations and the Intending Applicant(s) undertake not to raise any dispute or objection in this respect pursuant to submission of this application.
- (v) The Intending Applicant(s) has understood that the said Complex is meant for Information Technology & agrees and undertakes to use the said Unit for Information Technology enabled projects as per IT/Knowledge Industry Policy.
- (vi) The Intending Applicant(s) has/have understood and agreed that this application for booking of the said Unit is subject inter alia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Agreement to Sell that may be executed with the Company in due course and the Intending Applicant(s) further agree and undertake to abide by all these terms, conditions and obligations.
- (vii) The Intending Applicant(s) hereby declare that he/she/they is/are competent to make and submit the present application for booking of the Unit in proposed Complex and there is no legal or contractual impediment or restriction on the Intending Applicant(s) making this application or the payment tendered hereunder.
- (viii) The Intending Applicant(s) understand that once submitted, this application cannot be revoked by him/her/them and in the event Intending Applicant(s) withdraw the present application or if Intending Applicant(s) do not accept the allotment made by the Company on his/her/their application or Intending Applicant(s) does not execute the agreement to sell within the time stipulated by the Company for this

purpose, the entire booking amount shall be forfeited by the Company and the Intending Applicant(s) shall be left with no right, interest, claim on the proposed Unit or its booking or otherwise on the Company in any other manner whatsoever.

- (ix) That the Intending Applicant(s) acknowledges that the Company has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the Intending Applicant(s) has/ have relied solely on his/ her/ their own judgement in deciding to make the application for purchase of the said Unit.
- (x) The Intending Applicant(s) undertakes to indemnify the Company, its assignees and nominees from and against all consequences resulting from the breach by the Intending Applicant(s) of any law or its representations, warranties and undertakings found to be untrue.

#### 10. Loan Facility

- (i) In case the Applicant(s) desires to avail loan facility for the purchase of Unit applied for, the Company shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Allottee(s) only.
- (ii) In case the Allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which he / she / they shall be governed by the provisions contained in clause no.8.
- (iii) Save and except in the case of any bank, financial institution or Company with whom tripartite agreement has been separately executed for financing the said Unit, where the Company has given permission to mortgage to any Bank/Financial Institution or Company for extending the loan to the Intending Applicant(s) against the Unit proposed to be allotted, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Intending Applicant(s) and such third party shall not have any right in this application form whatsoever. The Company shall issue the payment receipts only in favor of the Intending Applicant(s). Under all

circumstances, the Intending Applicant(s) is and shall remain solely responsible for ensuring and making all the payments due under this application on time.

#### 11. Other Miscellaneous Terms And Conditions

- i) Joint Applications: The Intending Applicant(s) declare and affirm that in case of joint allotment failure to pay by any of the Applicant(s) shall be deemed as failure to pay by both/ all and the joint shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly as well as severally.
- ii) Correspondence: The Intending Applicant(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Unit and it shall be his/ her/ their responsibility to inform the Company by Registered Post/ AD about all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Intending Applicant(s) in the Application shall be deemed to have been received by him/ her/ them. This is without prejudice to the stipulation that the Intending Applicant(s) shall have to strictly comply with the schedule of payment mentioned in this application and the Intending Applicant(s) shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Intending Applicant(s) undertake to abide by all the laws, rules, and regulations as may be applicable to the said Unit / Building / Complex.
- iii) Rights of Owner/Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Statutory Authorities. Such additional structures and storeys shall be the sole property of the Company. The Intending Applicant(s) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.
- iv) That the specifications of the Unit are subject to change as necessitated during Construction. In such an event material of equally good quality shall be used.
- v) The Company has made clear to the Intending Applicant(s) that it shall be carrying out extensive development/construction activities for many years in future in the entire area falling outside the Said

Complex in which the Said Unit is located and that the Intending Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Intending Applicant(s) due to such development/construction activities or incidental/ related activities.

- vi) The Intending Applicant(s) agrees that the Company shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Intending Applicant(s) and the Intending Applicant(s) shall not raise any objection in this regard.
- vii) That Intending Applicant(s) understands and agrees that it shall not have any right to transfer /assign this agreement in favor of any other person. Notwithstanding this restriction, the Company may at its sole discretion permit such assignment /transfer of the agreement in favor of a nominee on case to case basis subject always to payment of the transfer/ other charges as may be decided by the Company as well as execution of appropriate collateral documentation by the Intending Applicant(s) and the proposed assignee(s)/ transferee(s) to the complete satisfaction of the Company in the format finalized by it. In the event the Intending Applicant(s) has/have obtained finance /loan against the said Unit from an financial institution /bank, no objection certificate /letter by such financial institution /bank shall be submitted in a format approved by it permitting /consenting to the requested assignment/ transfer by the Intending Applicant(s). It is made clear that the Intending Applicant(s) does not have any enforceable right to demand assignment/ transfer of its rights under the present application, the sole discretion of which rests with the Company and the Intending Applicant(s)/ Intending Allottee(s) agrees that the Company is not bound to permit the requested assignment /transfer even though it may have done so in any other person's case previously or may do so subsequently. The Company at its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer to the Intending Applicant(s).
- viii) That in case request for assignment/transfer of rights is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the government. The Intending Applicant(s) hereby undertakes to indemnify the Company and to keep it harmless at all times from any legal, monetary (including

liability for any stamp charges, tax, penalty or duties etc.) or other adverse consequences whatsoever on account of such permission being accorded by the Company on the request of the Intending Applicant(s).

- ix) All taxes, whether levied or to be levied in future, on the land and/or on the said Unit shall henceforth be borne by the Intending Applicant(s).
- x) The Intending Applicant(s) agrees that the Company shall have the right to raise Finance/loan from any financial institution / Bank by way of mortgage / charge / securitization of receivables of the Said Unit subject to the Said Unit being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / Bank shall have the first lien / charge on the Said Unit for all its dues and other sums payable by the Intending Applicant(s) or in respect of the loan granted for the purpose of the construction.
- xi) That the Intending Applicant(s) shall not be entitled to insist for execution and registration of Conveyance Deed in his favor till such time it proceeds to make payment of all amounts payable to the Company as agreement to sell executed between the Intending Applicant(s)/ Indenting Allottee(s). The Intending Applicant(s) shall further be bound to execute the maintenance agreement prior to

execution and registration of conveyance deed in its favor by the Company.

**12. Force Majeure**

Development & construction of JADE BUSINESS PARK is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

**13. Jurisdiction**

Courts at Mohali alone shall have jurisdiction in all matters arising out of or touching and/or concerning this transaction.

**Declaration**

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

\_\_\_\_\_  
Signature of  
First Applicant

\_\_\_\_\_  
Signature of  
Second Applicant

\_\_\_\_\_  
Signature of  
Third Applicant

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

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



A Project by **MONA TOWNSHIPS** | CIN No. U51100CH2004PTC027052

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