



Application Form

Allotment by Sale



Orris Infrastructure Pvt. Ltd

Application for Provisional Allotment of Residential Apartment in Springhomes,
Orris Infrastructure Pvt. Ltd, Sector 85, Gurgaon

M/s Orris Infrastructure Private Limited
J-10/5
DLF Ph-II, M.G. Road,
Gurgaon (Haryana)

Dear Sir /Madam,

I/we the Applicant(s) understand that M/s Orris Infrastructure Private Limited (hereinafter referred to as the "Company") is promoting a residential project under the name and style of "Springhomes" in Sector 85, Gurgaon (Haryana) forming a part of Group Housing Schemes and comprising of multistoried residential apartments.

I/we request that I/we may be provisionally allotted a residential Apartment and an exclusive right to use Parking Space(s), (hereinafter referred to as the "Parking Space(s)" in the Said Complex as per Down Payment / Construction Linked Plan

I/we have read and understood the terms and conditions of this Application, stated hereinafter and same is/are agreeable to me/us. _____

I/we enclose herewith Bank Draft/Cheque for Rs. _____ Rupees _____

No. _____ dated _____ Bank name _____ drawn in favour of

Orris Infrastructure Pvt. Ltd. towards the booking amount for the Said Apartment. _____

In the event of the Company agreeing to provisionally allot the Said Apartment, I/we agree to pay installments of Total Price (hereinafter defined) and all other dues as stipulated in this Application and as may be intimated by the Company from time to time and in the manner set out in the payment plan opted by me/us which shall form part of the agreement (Apartment Buyers Agreement) that shall be executed by me/us and the Company on the Company's standard format.

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 Said Apartment in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. It is further understood that only upon me/us signing and executing the Apartment Buyers Agreement, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. I/We are aware that the building plans for the building in which the Said Apartment shall be located are not yet sanctioned by the Director, Town & Country Planning (DTCP), Haryana and in case because of any reasons the plans shown to me/us are changed, then the Company shall have the sole discretion to allot an alternative apartment. I/we have instructed the Company that if for any reasons other than the reasons attributable to me/us the Company is not in a position to finally allot the Said Apartment within a period of one year from the date of this Application, I/we shall have the option to take the refund of the booking amount by serving a 30 (Thirty) days demand notice on the Company and the Company shall refund the booking amount deposited with simple interest @ 9% per annum.

I/we agree to abide by the terms and conditions of this Application including those relating to payment of Total Price (hereinafter defined) and other deposits, charges, rates, Taxes (hereinafter defined) cesses, levies etc. and forfeiture of Earnest Money as laid down herein.

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

1. SOLE/FIRST APPLICANT Mr./Mrs./Ms

S/W/D of

Nationality

Age

Occupation:

☐

Service

☐

Professional

☐

Business

☐

Student

☐

Housewife

☐

Other

Details of occupation

Residential Status:

☐

Resident

☐

Non-Resident

☐

Foreign National of Indian Origin

Whether already have self owned home

☐

Yes

☐

No

Date of Birth

Date of Anniversary

Guardian's Name (in case of minor)

Income Tax Permanent Account No.

Ward/Circle/Special range and place where assessed to income tax

Mailing Address

Tel. No.

Fax No.

Office Name & Address

Tel. No.

E-mail

Mobile

Please affix
your
photograph
here.

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

2. SECOND APPLICANT Mr./Mrs./Ms

S/W/D of

Nationality

Age

Occupation:

☐

Service

☐

Professional

☐

Business

☐

Student

☐

Housewife

☐

Other

Details of occupation

Residential Status:

☐

Resident

☐

Non-Resident

☐

Foreign National of Indian Origin

Whether already have self owned home

☐

Yes

☐

No

Date of Birth

Date of Anniversary

Guardian's Name (in case of minor)

Income Tax Permanent Account No.

Ward/Circle/Special range and place where assessed to income tax

Mailing Address

Tel. No.

Fax No.

Office Name & Address

Tel. No.

E-mail

Mobile

Please affix
your
photograph
here.

3. SOLE / FIRST APPLICANT (IN CASE OF COMPANY) M/s

Reg. Office/Corporate Office

Authorised Signatory

Board Resolution dated/Power of Attorney

PAN No. /TAN No.

Tel. No.

E-mail Mobile

4. DETAILS OF SAID APARTMENT

Type Super Area sq mtr.(approx) sq. ft. (approx)

Building Block Floor Number

Parking Space(s) No:

Payment Plan opted ☐ Plan A Down Payment ☐ Plan B Construction Link Plan

5. DETAILS OF PRICING:

Basic Sale Price @Rs.	per Sq.ft. x super area(sq.ft.)	Rs	<input type="text"/> /-
Utility Charges, as applicable.	<input type="text"/>		
Covered		Rs.	<input type="text"/> /-
Open		Rs.	<input type="text"/> /-
Preferential location charges as applicable		Rs.	<input type="text"/> /-
Club Membership fees		Rs.	<input type="text"/> /-
External Development Works (EDW) & Infrastructure Development Works (IDW)		Rs.	<input type="text"/> /-
Total Price payable for the Said Apartment		Rs.	<input type="text"/> /-

Note:

- i Total Price does not include (IFMS) Interest Free Maintenance Security @ Rs. 50/- per sq. ft of the super area which shall be deposited by the Applicant(s) with the Company.
- ii. Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Apartment Buyer's Agreement and Sale Deed etc. which shall be borne and paid by the Applicant(s) to the Company.
- iii The Total Price does not include any Taxes.
A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to Total Price. The proportionate share shall be the ratio of super area of the Said Apartment to the total super area of all the apartments in the Said Building/Said Complex- and the Applicant(s) shall make payment of such amount within 30 days of such intimation.
- iv The Total Price does not include the Maintenance Charges, property tax, municipal tax, Government rates, and tax on land, fees or levies of all and any kind by whatever name called.
- v The Total Price does not include the cost of electric fittings, fixtures, geyser, electric and water meter as well as the charges for water and electricity connection.
- vi The Total Price does not include any other charges that may be payable by the Applicant(s) as per the Apartment Buyers Agreement on demand by the Company.
- vii All cheques/DD to be made in favour of "Orris Infrastructure Pvt. Ltd." payable at Gurgaon Haryana.
- viii In case the cheques comprising booking amount are dishonoured due to any reason the Company reserves the right to cancel the booking without giving any notice to the applicant(s).

6. DECLARATION:

I/we the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Date

Yours faithfully,

Place

Signature of Applicant(s)

First Applicant Second Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name Signature Date

1. ACCEPTED : Yes No.

2. Type Super Area: sq. mtr. (approx) sq.ft.(approx.)
Building Block Floor Number

3. Basic Sale Price @ Rs. per Sq. ft. x superarea (sq. ft.) Rs. /-

Utility Charges, as applicable, (Nos.)

Covered Rs. /-

Open Rs. /-

Preferential location charges as applicable Rs. /-

External Development Works (EDW)

and Infrastructure Development Works (IDW) Rs. /-

Club Membership fees Rs. /-

Total Price payable for the Said Apartment Rs. /-

4. PAYMENT PLAN: Down Payment /Construction Linked /Possession Linked Plan

5. Payment received vide Cheque/DD/Pay Order No. dated

for Rs. Bank name

6. Provisional booking receipt no dated

7. BOOKING: DIRECT / BROKER

8. Broker's Name & Address., stamp with signature

9. Remarks

Date / /

Place

Cleared by stock on HOD (Sales & Mktg)

(MKTG)

TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF RESIDENTIAL APARTMENT IN
SPRINGHOMES, SECTOR 85, GURGAON

The terms and conditions given below are more comprehensively set out in the Apartment Buyers Agreement which upon execution shall supersede.

The Applicant(s) shall sign all the pages of this Application in token of his/her acceptance of the same.

Definitions and Interpretation:

In this Application, the following word and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

"Act" means the Haryana Apartment Ownership Act, 1983 or any other statutory enactment or modifications thereof.

"Apartment Buyer's Agreement" shall mean the Agreement to be executed by the Applicant(s) and the Company on the Company's standard format.

"Applicant(s)" shall mean the Applicant(s) applying for allotment of the Said Apartment whose particulars are set out in this Application and who have appended their signature as acknowledgement of having agreed to the terms and conditions of this Application and the Apartment Buyer Agreement.

"Application" shall mean this Application form for provisional allotment of residential apartment in "Springhomes" in Sector 85, Gurgaon along with the terms and conditions contained herein.

"Basic Sale Price" shall include the cost of apartment including electric wiring and switches in the said apartment, fire detection and fire fighting equipment in the common areas within the said building/Said Complex as prescribed in the fire fighting code/applicable regulation.

"Company" shall have the same meaning as set out herein above in the Application.

"Earnest Money" shall mean the amount equivalent to 20% of the Basic Sale Price.

"EDW" means the External development work charges levied on the Said Complex by the Government of Haryana or any other competent authority and to be paid by the Applicant(s).

"Foot Print" shall mean the precise land underneath the Said Building.

"IFMS" means the interest free maintenance security to be paid by the Applicant(s).

"IDW" means the infrastructure development work charges levied on the Said Complex by the Government of Haryana and to be paid by the Applicant(s).

"Maintenance Agency" means the Company or association of apartment allottees or such other agency/body/Company/association of condominium to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/Said Building.

"Maintenance Charges" shall have the meaning ascribed to it in the maintenance agreement to be executed by the applicant.

"Parking Space(s)" means open/ covered (Basement/Stilt) car parking space(s) in the Said Building/Said Complex allotted to the Applicant(s).

"Said Apartment" means the specific apartment applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative apartment allotted in lieu of the apartment whose particulars are mentioned in the Application.

"Said Building" means the tower/building in the said Complex in which the Said Apartment will be located.

"Said Complex" means the "Spring homes" in sector 85, Gurgaon Haryana.

"Taxes" shall mean any taxes payable by the Company by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, Educational Cess or any other taxes, charges, levies by whatever name called, in connection of the Said Complex now or in future.

"Total Price" means basic sale price of the Said Apartment, Utility Charges, preferential location charges, if applicable, the cost of providing electric wiring and switches in the Said Apartment along with applicable EDW and IDW, fire detection and fire fighting equipment in the common areas within the Said Building / Said Complex as prescribed in the fire fighting code / applicable regulations and does not include other amounts, charges, security amount etc., payable as per the terms of the Apartment Buyer's Agreement including but not limited to Taxes, increase in EDW, IDW increase in all types of securities, IFMS and charges for bulk supply of electric energy, Maintenance Charges, Property tax, additional preferential location charges, increase in price due to increase in super area of the Said Apartment, stamp duty registration and any incidental charges and any other charges payable as mentioned in the Apartment Buyer Agreement.

1. The Applicant(s) has applied for provisional allotment of the Said Apartment with full knowledge of all the Laws/notifications and rules applicable to the group housing/multistoried project in general and the Said Complex in particular and has also satisfied himself/herself about the title/interest/rights of the Company in the Land on which the Said Complex is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is/shall be required by him/her.
2. The Applicant(s) shall pay the total Price of the Said Apartment and other Charges calculated on the basis of super area which is understood to include pro rata share of the common areas in the Said Complex and other common facilities, if any, which may be located anywhere in the Said Complex at the sole discretion of the Company. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area/ super area of the said Apartment on account of structural design of the complex/towers in the Project, it is clarified that it is only the interior space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation of the saleable area does not give any proprietary interest therein to the Applicant. It is further understood by the Applicant(s) that the calculation of super area of the said Apartment shall be more clearly defined in the Apartment Buyers Agreement and the Applicant(s) affirms to be bound by the same. It is clearly understood by the Applicant that the price of the said apartment has been fixed keeping in view the cost of building material and labour etc. prevailing at present. As such the applicant agrees to pay such charges as may be determined and demanded by the company from time to time due to the escalation, if any, in the cost of steel, cement, other building material and labour wages.
3.
 - a. The Applicant(s) agree to abide by the terms and conditions of the Apartment Buyers Agreement and pay the Total Price and other charges, rates, taxes, cesses, deposits, levies etc., including external development charges, infrastructure development charges, whether levied or leviable now or in future or with retrospective effect, as the case may be, from the date of this Application. Such charges shall be payable by the Applicant(s) on the basis of the super area which comprises of the apartment area and the undivided share in the common areas and facilities within the Said Building/Said Complex only. In addition, Applicant(s) shall have the ownership of undivided proportionate share of the Foot Print in which the Said Apartment is located, calculated in the ratio of super area of his/her apartment to the total super area of all the apartments in the Said Building only. The Applicant(s) confirms and represents that he/she has not made any payment to the Company in any manner what so ever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Applicant(s) shall have any right, title of interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Building/Said Complex save and except the use of common area (for the purposes of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive binding on the Applicant(s). The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment is located and that the 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 Applicant(s) due to such developmental/construction activities or incidental/related activities. It is made clear by the Company and agreed by the Applicant(s) that all rights including the ownership of land(s), facilities and amenities (other than those within the Said Building), shall vest solely with the Company and the Company shall have the sole absolute authority to deal in any manner with such lands(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management of any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and / or any local body(ies) which the Company may deem fit in its sole discretion.
 - b. The Said Apartment/Said Building shall be subject to the Act and the common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of the Act shall be conclusive and binding upon the Applicant(s) and the Applicant(s) agrees and confirms that his/her right, title and interest in the said Apartment/Said Building shall be limited to and governed by what is specified by the Company in the declaration. The Applicant(s) agrees that the declaration to be filed in compliance of the Act shall in no manner confer any right, title or interest in any lands, facilities, amenities and buildings outside the land of the Said building in which the Said Apartment is located. The Applicant(s) shall join an society/association of the apartment owners and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
 - c. The Applicant(s) agree that the Company may in its sole discretion and for the purpose of complying with the provisions of or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the Foot Print or interest of use in common areas and facilities, in any declaration.
4. The Applicant(s) agree that if due to any change in the lay out/building plan the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicant(s) shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges as may be applicable. The Applicant(s) further agrees that if due to any change in the layout / building plan, the Said Apartment ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan as opted by the Applicant(s).
5. The Applicant(s) agree that the Total Price of the Said Apartment includes the levy of EDW and IDW upto the date of issue of license and the Applicant(s) agrees to pay any further increase in EDW and IDW by whatever names called or in whatever form and with all such conditions imposed by the Haryana Government or any competent authority (ies) on prorata basis. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the Said Apartment and the Company shall have lien on the Said Apartment of the Applicant(s) for the recovery of such charges.

- 6 The Total Price mentioned in this Application is inclusive of cost of providing electric wiring and switches in each apartment and the fire detection and fire fighting equipment in the common areas as provided in the existing fire fighting code/regulations and Power back up for the common areas and services but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc., which shall be got installed by the Applicant(s) at his/her own cost as well as the charges for water and electricity connection. If however, due to any subsequent legislation/Government order or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion.
- 7 The Applicant(s) understands that the Parking Space(s) allotted to him shall be an integral part of the Said Apartment which cannot be sold/dealt with independent of the Said Apartment. The Applicant(s) may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this Application(s) and the Apartment Buyer's Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space(s) allotted to the Applicant(s) shall not form a part of common areas of the Said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Act.
- 8 The Applicant(s) hereby agree that in addition to and without prejudice to other rights of the company, applicant shall be entitled to forfeit the Earnest Money along with the interest on delayed payments, interest on installments (paid or payable) and brokerage paid, if any, etc. in case of non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyer's Agreement and also in the event of failure by the Applicant(s) to sign and return to the Company the Apartment Buyer's Agreement within ten (10) days from the date of its dispatch by the Company.
- 9 The Applicant(s) agree that time shall be the essence in respect of payment on or before due date of Total Price and other amounts payable by the Applicant(s) as per the payment plan opted by the Applicant(s) and/or as demanded by the Company from time to time.
- 10 The Applicant(s) has applied for the provisional allotment of the Said Apartment with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location of the Said Apartment/Said Building, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit and also subject to changes/modification by the competent authority. However, in case of any major alteration/modification resulting in +/-10% change in the super area of the Said Apartment or material change in the specification of the Said Apartment at any time prior to and or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant(s) will be informed in writing by the Company of such change and the difference in price of the Said Apartment to be paid by him/her or refunded to him by the Company as the case may be. The Applicant(s) agrees to inform the Company in writing his/her objections to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his/her consent to all the alterations/modifications. If the Applicant(s) object to such change in writing, within the permitted time and the Company decides to go ahead with changes then the allotment shall be deemed to be cancelled and the company shall be liable only to refund the money received from the Applicant(s) excluding the interest on the delayed payment with simple interest @ 9% per annum. The Applicant(s) agrees that any resultant increase in the total price of the said apartment due to any increase in the super area of the Said Apartment shall be payable at the rate as mentioned in this Application as and when demanded by the Company. Similarly any resultant decrease in the total price of the said apartment due to any decrease in the super area of the Said Apartment shall be adjusted at the time of the payment of the last installment.
- 11 The Applicant(s) agree that in case the Company, is unable to deliver the Said Apartment and/or Parking Space(s) to the Applicant(s) for his/her occupation and use due to:
- (i) Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
 - (ii) If any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment/Said Building or;
 - (iii) If any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or;
 - (iv) Due to force majeure conditions.
- Then the Company may cancel the allotment of the Said Apartment in which case the Company, shall only be liable to refund the amounts received from the applicant(s) without any interest or compensation whatsoever.
- 12 (a) Subject to force majeure and other terms of this Application and Apartment Buyer's Agreement including but not limited to timely payment of the total Price, stamp duty and other charges by the Applicant(s), the Company shall endeavor to complete the construction of the Said Apartment within 36 months of from the date of execution of the Apartment Buyer's Agreement or Commencement of Construction of the Tower whichever is later. Thereafter the Company shall offer the possession of the Said Apartment to the Applicant(s). Any delay by the Applicant(s) in taking the possession would attract holding charges @ Rs 5/- per sq. ft. of the super area of the Said Apartment per month for any delay of full one month or any part thereof. Subject to the terms and conditions of the Apartment Buyers Agreement, in case of any delay by the Company in completion of the construction of the Said Apartment, the Company shall pay compensation @ Rs 5/- per sq.ft. of the super area of the Said Apartment per month to the Applicant(s). However, there shall be a grace period of 6 months for handing over of possession of the said Apartment, during which no compensation/charges shall be payable by the Company.
- (b) Further in the event of the Applicant failing to take possession for any reasons whatsoever, the Applicant shall be deemed to have taken the possession of the Apartment on expiry of 30 days of offer of possession being made by Company (to the Applicant), and the Applicant shall be liable for the payment of maintenance charges or any other taxes, levies, outflows leviable or applicable in relation to the Apartment. Further, Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the Apartment on account of the Applicant not taking possession of the Apartment as specified hereinabove.

- 13 The Applicant(s) agree to enter into a maintenance agreement with the Maintenance Agency for the maintenance and upkeep of the Said Building/Said Complex and undertakes to pay the maintenance bills therefore. In order to secure due payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) agrees to deposit, as per the Payment Plan and to always keep deposited with the Company or the Maintenance Agency, as IFMS at the rate of Rs. 50/- per sq. ft., of the super area of the Said Apartment.
- 14 The Applicant(s) agree to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Apartment Buyers Agreement and conveyance deed of the Said Apartment within the stipulated period and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Apartment and Parking Space(s) allotted to him/her. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money, delayed payment interest, brokerage if paid, etc., and refund the balance amount to the Applicant(s) without any interest only upon realization of money from resale/re-allotment to any other party.
- 15 Save and with the sole exception of the interior spaces of the Apartment allotted to the Applicant, the Applicant shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircase, lifts and corridors (the "Common Area"). Provided that the Applicant shall, subject to the payment (to Company or the maintenance agency appointed by it) of all of maintenance charges, have rights of use of the Common Area.
- However, all such Common Areas and facilities shall remain the property of Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/assigned to any other body or association or society of residents of the Project, in accordance with the provisions of Haryana Apartment Ownership Act, 1983 or any other law applicable to the Project.
- Provided further that any club, swimming pool, open spaces, parking spaces (except to the extent the parking space that are transferred to any body or association or society of residents), public amenities, business lounges, shopping center if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of Company.
- 16 The Applicant(s) agree to comply with terms and conditions of the Application and the Apartment Buyers Agreement failing which the Company shall have the right to cancel/terminate the allotment/Apartment Buyers Agreement and forfeit the entire amount of Earnest Money, interest on delayed payment, brokerage if paid etc. It is understood by the Applicant(s) that the Company is not required to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and/or Apartment Buyers Agreement and the Applicant(s) is required to comply with its entire obligation on its own. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Apartment and the Parking Space(s). The Company shall thereafter be free to resale and/or deal with the Said Apartment in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money, interest on delayed payment etc. would be refunded to the Applicant(s) by the Company only after realising such amounts from resale but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Apartment for all the dues payable by the Applicant(s) to the Company.
- 17 Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant(s) in not making payments as per the payment plan as opted by the allottee on the condition that the Applicant(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first 90 (ninety) days after the due date @ 18% per annum.
- 18 The Applicant(s) agree 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 Apartment subject to the Said Apartment being free of 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 Apartment 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.
- 19 (a) The Applicant(s) agrees and understand that this application, its terms and license of the project is subject to outcome of any legal pronouncement of any court of law.
- (b) Applicant shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Apartment Buyers Agreement.
- 20 The Applicant(s) agree that in respect of all remittances, acquisition/transfer of the Said Apartment, any refund, transfer of security etc., 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 and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.

- 21 The Applicant(s) agree to inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant(s). In case of joint Applicant communication sent to the first named Applicant in this Application shall be deemed to have been sent to the all the Applicant.
- 22 The Applicant(s) understand that the provisional and/or final allotment of the Said Apartment is entirely at the discretion of the Company.
- 23 The Applicant(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the apartments in the Said Building/Said Complex 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 and 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 with 9% simple interest.
- 24 The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in parts 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 Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
- 25 The Applicant(s) agree that in the event of any dispute or difference arising out or touching upon or in relation to the terms of this Application including
- the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant hereby confirms that the Applicant (s) shall have no objection to the appointment of the Sole Arbitrator by the Company.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

[SIGNATURE OF THE APPLICANT (S)]

Date

Place

1. _____

2. _____

3. _____



expect the best

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Marketing Office: Plot No. 5, EfgH, Ground Floor, Tapasya Building, Sector -126, Noida-201301

Marketing Office Gurgaon: Orris Gallery, NH-8, Central Peripheral Road, Sector-89, New Gurgaon, Haryana.

Disclaimer: Facilities/layouts/specifications/renderings/information contained herein are indicative and subject to change as maybe required by the authorities/ developer and cannot form part of any offer or contract. Areas mentioned are on super built up basis which include area of walls and proportionate area of staircase, lift, common passage, common facilities etc. 1 sq mt=10.764 sq ft.