



# WOODVIEW

RESIDENCES

A PROJECT BY ORRIS AND LOTUS GREENS

## APPLICATION FORM

To,

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

**SUB: APPLICATION FOR BOOKING OF INDEPENDENT FLOOR IN YOUR WOODVIEW PROJECT, AT SECTOR – 89 & 90, GURGAON, HARYANA (“PROJECT”).**

Dear Sir,

I/ we (hereinafter referred as the “**Applicant**”) wish to apply (“**Application for Booking**”) for a Independent Floor in the residential plotted colony project being developed on a parcel of land admeasuring 101.081 acres situated in the revenue estate of village Hayatpur, Tehsil Gurgaon and village Badha, Tehsil- Manesar and District Gurgaon falling under Sector 89 and 90 under the master plan of Gurgaon, Haryana, (hereinafter referred to as the “**Project**”).

I/ we am/ are enclosing herewith Cheque/ Draft/ Pay order no. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch in favour of “**Orris Infrastructure Private Limited**”, payable at Gurgaon , which may please be treated as the booking amount for the Independent Floor (“**Booking Amount**”).

My/ Our Particulars are as under<sup>1</sup> :

1. SOLE/ FIRST APPLICANT

Mr./ Mrs./ Ms./ M/s.....

S/W/D of .....

Date of Birth: ..... Nationality: .....

Occupation:

Service ( ) Professional ( ) Housewife ( )

Business ( ) Any other .....

Residential Status:

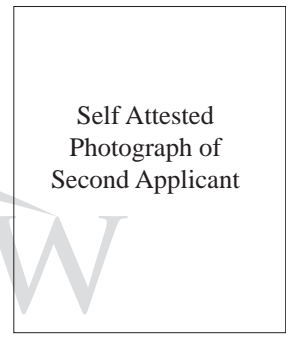
Resident ( ) Non-Resident ( )\* Foreign National of Indian Origin ( )

Others (please specify) .....

\*Current country of residence .....

\*Principal bank account number held in the country of residence .....

Marital Status: Married ( ) Unmarried ( )



<sup>1</sup>It is mandatory to fill in the requisite information in all the columns for all applicants.

Permanent Account Number: \_\_\_\_\_

(In case of resident Indians only. For others, please attach copy of passport/ PIO Card)

PAN CARD : \_\_\_\_\_ ( The Applicant is required to attach a Photocopy of the PAN Card along with this Form)

Address: .....

.....

City ..... State ..... Country .....

PIN..... Email.....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....

2. SECOND/ JOINT APPLICANT (if applicable)

Mr./Mrs./Ms. ....

S/W/D of .....

Date of Birth: ..... Nationality: .....

Occupation:

Service ( ) Professional ( ) Housewife ( )

Business ( ) Any other .....

Residential Status: \_\_\_\_\_ RESIDENCES \_\_\_\_\_

Resident ( ) Non-Resident ( )\*

Others (please specify) .....

Foreign National of Indian Origin ( )

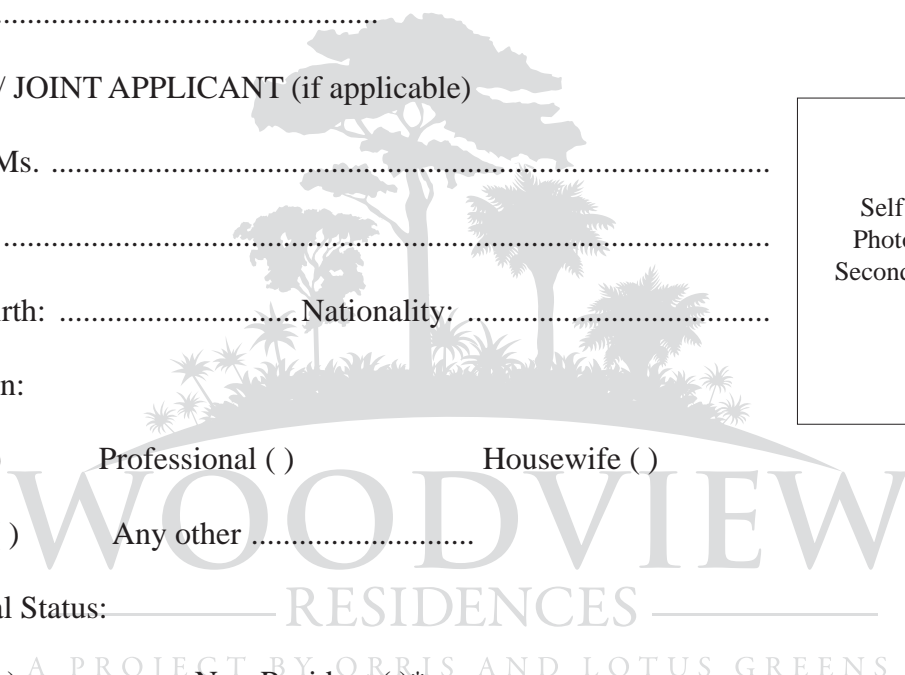
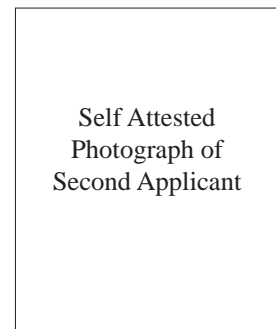
\*Current country of residence .....

\*Principal bank account number held in the country of residence .....

Marital Status: Married ( ) Unmarried ( )

Permanent Account Number: .....

(In case of resident Indians only. For others, please attach copy of passport/ PIO Card)



PAN CARD : \_\_\_\_\_ ( The Applicant is required to attach a Photocopy of the PAN Card along with this Form)

Address: .....  
.....  
.....

City ..... State ..... Country .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....

3 THIRD/ JOINT APPLICANT (if applicable)

Mr./Mrs./Ms. ....

S/W/D of .....

Date of Birth: ..... Nationality: .....

Occupation:

Service ( ) Professional ( ) Housewife ( )

Business ( ) Any other .....

Residential Status:

Resident ( ) Non-Resident ( )\*

Others (please specify) .....

Foreign National of Indian Origin ( )

\*Current country of residence .....

\*Principal bank account number held in the country of residence .....

Marital Status: Married ( ) Unmarried ( )

Permanent Account Number:.....

(In case of resident Indians only. For others, please attach copy of passport/ PIO Card)

PAN CARD : \_\_\_\_\_ ( The Applicant is required to attach a Photocopy of the PAN Card along with this Form)

Address: .....  
.....  
.....

City ..... State ..... Country .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....

I/ we understand and agree that this Application for Booking of the Independent Floor is subject to, inter alia, the following terms, conditions and obligations to be observed by me/ us, including the terms and conditions of the Builder Buyer’s agreement (“Builder Buyer’s Agreement”) that may be executed with M/s. Orris Infrastructure Private Limited (the Company) in due course and I/ we further agree and undertake to abide by all these terms, conditions and obligations. The Company has the exclusive right to change, amend, add and/or delete any of the terms and conditions which I/we hereby agree to abide by:

1. I/ We declare that I/ we am/ are competent to make and submit the present Application for Booking of the Independent Floor and there is no legal or contractual impediment or restriction on my/ our making this Application for Booking or the payment tendered hereunder.
2. I/ We have clearly understood that submission of this signed Application for Booking of the Independent Floor and payment made by me/ us of the Booking Amount shall not constitute a right to allotment of the Independent Floor and nor shall it create or result in any obligations on the Company towards me/ us. I/ We understand that the Company may at any time and at its sole discretion reject my/ our Application for Booking without assigning any reasons whatsoever thereof.
3. I/we clearly understand that this application does not constitute an agreement to sale and I/we do not become entitled to the provisional and/or final allotment of Independent Floor notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. I/we clearly understood that the allotment of a Independent Floor by the company pursuant to this application shall be purely provisional till a ‘Builder Buyer’s Agreement’ on the format prescribed by and executed by the company in my/our favour. I/we further agree to sign and execute other related document(s) containing the detailed terms & conditions of Allotment, as and when required by the company.
4. (a) The residential plotted colony project “Woodview” is being developed by Company i.e. M/s Orris Infrastructure Pvt. Ltd and M/s. Bright Buildtech Pvt. Ltd., (a Lotus Greens group company ) on a parcel of land admeasuring 101.081 acres situated in the revenue estate of village Hayatpur Tehsil Gurgaon and village Badha, tehsil- Manesar and district Gurgaon,

Haryana, (hereinafter referred to as the “Land”) by virtue of a Development Agreement executed between Company and M/s Bright Buildtech Pvt. Ltd and Others (Owners) . The Director Town and Country Planning (DTCP), Haryana has granted license to develop and construct the said Project vide license No. 59 of 2013 dated 16th July 2013.

- (b) I/ We acknowledge and declare that the Company has readily provided me/ us with all the information/ clarifications as required by me/ us and I/ we have not relied upon nor been influenced by any architects’ plans, sales plans, sale brochures, advertisements, representations, or any other information except what is stated specifically in this Application for Booking and I/ we have relied solely on my/ our own judgment in deciding to make the present Application for Booking the prospective purchase of the Independent Floor. Further, I/we have undertaken all necessary due diligence on the Land and the Independent Floor, with respect to the title of the land Owners and Company and has seen and perused the relevant documents/papers in relation to the same and is fully satisfied that the title of Owners and Company to the said Land is marketable and that the Company has full right and authority to develop and construct the Project on the said Land and sell specific Independent Floor thereof to any party(s).
5. I/ We understand that in addition to the sale consideration as set out in Annexure A, I/ we shall also be liable to pay any other charges, development levies, cesses, fees, and any other sums are payable (“Taxes”) to or demanded by the applicable municipal authorities, DTCP, Haryana Urban Development Authority or any local authority or governmental agency, (“Governmental Authority”) in respect of the Land/Independent Floor, the same shall be borne by me/us in proportion to the super area (as defined in Annexure B) of the Independent Floor and shall be payable immediately on demand before the title in respect of the Independent Floor is transferred by Company in favour of me/us. It is clarified that the charges towards electricity, water, sewer connection, provision for firefighting equipment, power backup, charges for operation of generator sets, club membership/ usage of club facilities, Interest Free Maintenance Security (IFMS), External Development Charges (EDC), Infrastructure Development Charges (IDC) etc., if any, are not included in the basic sale price and will be charged from me/us separately. Further, other charges including but not limited to the applicable registration amount and stamp duty demanded from time to time as well as any revision/ enhancement in the development charges (EDC & IDC) as may be applicable from time to time will be charged from me/us separately.
6. The Company, in addition to and apart from basic price of the Independent Floor shall be entitled to determine and charge from me/us the preferential location charges (“PLC”) for certain Independent Floors in the Project (as maybe specified by Company), and where I/we opts to book any such Independent Floor, I/we shall be required to also pay all such applicable charges towards PLC.
7. The amounts (including the basic charges and the other charges) specified under the Payment Plan, are being calculated, charged and are to be paid by me/us based on the present proposed super area of the Independent Floor. Provided that in the event of any increase/decrease in the super area of the Independent Floor the total consideration of the Independent Floor shall be subject to revision by Company and shall be payable and/or adjustable (without any interest accruing thereon) from the price at which the Independent Floor has been booked by me/us.
8. I/We hereby agree that 20% (Twenty percent) of the Basic Sale Price i.e., Base Price on the Super Area of the Independent Floor shall constitute the “Earnest Money”. Timely payment of each installment of the sale consideration in accordance with the payment plan opted by me/us forming

part of the Application Form and annexed hereto as Annexure A shall be the essence of booking of this Independent Floor. In case the payment of any installment as may be specified is delayed by me/ us, then I/ we shall pay interest on the amount due at the rate of 12% (twelve percent) per annum for the period of delay up to 30 days and at the rate of 18% (eighteen percent) per annum for the period of delay of more than 30 days but up to 90 days. However, if I/ we fail to pay any of the installments with interest within 90 days from the due date of the outstanding installments, the Company shall have the right, at its sole option, cancel/ revoke the allotment and to forfeit the Earnest Money along with other charges like brokerage, late payment charges, interest deposited by me/ us and applicable taxes, from the amount already paid by me/ us to the Company. In the event of such cancellation, I/ we shall be left with no right, lien or interest on the Independent Floor and the Company shall have the sole right to sell the Independent Floor to any other person in its sole and absolute discretion.

9. Save and with the sole exception of the interior spaces of the Independent Floor to be allotted to me/us, I/we shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircase, lifts and corridors (the “Common Area”). Applicant shall have the ownership of undivided proportionate share in the land underneath the building/tower having the Independent Floor. .

However, all such Common Areas and facilities shall remain the property of Company

I/we agree and acknowledge that the rights under and in relation to the ownership of land(s), facilities and amenities (including the common areas) other than those within the building in which the Independent Floor is located shall vest solely with Company and once the Independent Floors are sold, all the Common Areas and facilities vest jointly in Independent Floor owners and are to be maintained by Independent Floor Owners as per applicable laws

10. . (a) Subject to Clause 10 (b) below and subject also to all the applicants/buyers of the Independent Floors in the Project making timely payment the Company shall endeavor to complete the construction of the Independent Floor within 36 months (Thirty Six Months) with a grace period of 06 months from the date of the agreement
- (b) I/We agree and acknowledge that where the completion of construction of the Independent Floor and/or the handing over of the possession of the Independent Floor is delayed by any reasons beyond the control of the Company , including (without limitation), Force Majeure and reasons such as delay on the part of the governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, then no claim whatsoever by way of any damages/compensation shall lie against the Company, and the I/we hereby waive all rights and claims in this regard. Further, where there occurs any delay in handing over possession of the Independent Floor to the Allottee on account of any of reasons specified under this Clause 10(b), the Company shall be entitled to a reasonable extension of time for handing over possession of the said Independent Floor.

“Force Majeure” shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:

- (i) materially and adversely affects the Project and/or the performance of an obligation of the Company ; and

(ii) are beyond the control of the Company ;

and includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
  - b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
  - c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project including and not limited to raw material including Labour;
  - d) change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein;
  - e) acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
  - f) any judgment or order of any court of competent jurisdiction or Government in India made against the Company in any proceedings;
- (c) Subject to having complied with obligations by me/us including but not limited to timely payment of the consideration and other charges as per the Payment Plan opted by me/us, in the event of any willful delay in construction of the Independent Floor for reasons attributable solely to the Company, delay charges would be payable in the manner and to the extent specified herein below:

<b>Period of Delay after expiry of grace period as mentioned above (Months)</b>	<b>Delay Charges per Month (Rs. Per Sq. Ft.)</b>
1- 4 months	Rs.5/- per sq.ft. per month (Super Area)
5 – 8 months	Rs.10-/-per sq.ft. per month (Super Area)
9 months onwards	Rs.15-/-per sq.ft. per month (Super Area)

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by me/us for the same (and be calculated from the date of the said demand), till the date when possession of the Independent Floor is offered to me/us. Further, all payments towards the delay charges, as due from the Company, would be adjusted from payments due to the Company from me/us at the time of the final settlement thereof.

Provided specifically that, the Company shall be entitled (without the payment of any delay charges) to not offer possession of the Independent Floor, to Me/us, till all amounts due and payable by me/us to the Company, as of such date (including all default interest specified above), have been paid by me/us.



- (d) I/we shall take possession of the Independent Floor within 30 days from the date of issue of letter of offer of possession by the Company, failing which I/we shall be liable to pay holding charges in the manner and to the extent specified herein below :

Period of Delay after expiry of 30 days	Holding Charges per Month (Rs. Per Sq. Ft.)
1-4 months	Rs.5/- per sq.ft. per month (Super Area)
5 – 8 months	Rs.10-/-per sq.ft. per month (Super Area)
9 months onwards	Rs.15-/-per sq.ft. per month (Super Area)

Further notwithstanding what is mentioned above, in the event of my/our failure to take possession for any reasons whatsoever, I/we shall be deemed to have taken the possession of the Independent Floor on expiry of 30 days of offer of possession being made by Company (to me/us, and I/we shall be liable for the payment of maintenance charges or any other taxes, levies, outflows leviable or applicable in relation to the Independent Floor. Further, Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the Independent Floor on account of not taking possession of the Independent Floor by me/us as specified hereinabove.

- (e) I/we shall, after taking possession or deemed possession of the said Independent Floor, as the case may be, or at any time thereafter, have no objection to Company undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Independent Floor sold to me/us.
- (f) I/we shall be entitled to take possession of the Independent Floor only after all the amounts payable in respect of the Independent Floor are paid and the execution of the conveyance deed (“Conveyance Deed”) in respect of the said Independent Floor and due registration of the same with the Sub-Registrar concerned.
- (g) I/we agree and acknowledge that upon taking possession of the Independent Floor as provided herein, I/we, shall have no claim against Company as to any item of work, materials, installations etc. in the said Independent Floor or on any other ground whatsoever, and I/we waive all rights and claims in relation to the same.
11. (a) That subject to clause below, at any time prior to the execution of the Conveyance Deed, I/ we may nominate a third party and may get the name of my/our nominee substituted in my/ our place, subject to the prior approval of Company and on clearing all dues till that date to Company; Company, may at its sole discretion, permit such substitution/nomination on such conditions as they may deem fit and proper, and in accordance with the guidelines issued by any Governmental Authority, if any, in this regard.
- (b) All applicable administrative transfer charges for such substitution/nomination (as prescribed by Company), together with any applicable taxes, dues or duty leviable under any law for such substitution/nomination will be to the sole account of and be payable by me/us, prior to such substitution/nomination. It is hereby clarified that any change in my/our name (including all additions/deletions) shall be deemed as substitution for the purpose of this booking.

12. Upon completion of the Project, the Company, subject to the payment of the entire consideration and other charges and dues (including but not limited to taxes) made by me/us to the Company as per the Payment Plan, shall execute the Conveyance Deed in my/our favour for sale of the Independent Flooras per the rule, regulations, bye-Laws and other applicable regulations of the Governmental Authority. All costs expenses pertaining to the execution of the Conveyance Deed including inter alia, payments towards applicable Taxes, stamp duty, registration charges, administrative charges etc. shall be borne and paid by me/us.
13. I/ We understand that once submitted, this Application for Booking cannot be revoked by me/ us and in the event I/ we withdraw our Application for Booking or if I/ we do not accept the allotment made by the Company on my/ our Application for Booking or I/ we do not execute the Builder Buyer's Agreement within the time stipulated by the Company for this purpose, then my/ our entire Booking Amount including the Earnest Money shall be forfeited by the Company and I/ we shall be left with no right, interest, claim or lien on the said proposed Independent Flooror its booking or otherwise on the Company in any other manner whatsoever.
14. It is clearly understood by the Applicant that the sale price of the Independent Floor has been fixed keeping in view the cost of building material and the 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 based on the increase in the Whole Sale price index published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.
15. The said Project shall always be known as "Woodview" and the name of the project shall not be changed by any association or society of the Independent Floor Owners or any other person(s). Further, at all times, the name of the Project i.e. "Woodview" and the names of 'Orris and Lotus Greens' and their respective logos shall always be displayed at a prominent place in the Project. The copy right/trade mark/property mark and all intellectual property (including the words Woodview), (whether registered or not) shall always remain and vest with the 'Orris Group and Lotus Greens', and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.
16. Any delay or indulgence by Company in enforcing the terms of this Booking or any forbearance or giving of time to me/us shall not be construed as a waiver on the part of Company of any breach or non-compliance of any of the terms and conditions of this Booking by me/us nor shall the same in any manner prejudice the rights of Company.
17. I/we shall prior to taking over possession of the Independent Floor, shall also enter into and execute a separate agreement (the "Maintenance Agreement") for upkeep and maintenance of the common areas and services and facilities in the complex (as specified in the said agreement), with such entities as maybe specified by Company.
18. I/we shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Independent Floor) in the Complex as determined by Company or its nominated agency (as maybe specified under the Maintenance Agreement).
19. The layout plan of the entire Project as drawn by Company is tentative and is subject to change, if deemed necessary by Company or as may be required by any Governmental Authority from time to time.

20. The Company shall, including where so required by any Governmental Authority, be entitled at its sole discretion to make suitable alterations in the layout plan, including inter alia towards a change in the area/location of the Independent Floor, any floor, building, tower, the number of Independent Floors in the Project, the location and increase/decrease in the number of car parking slots in the Project or allotted to the Applicant(s). In regard to all such changes deemed necessary by Company and/or its architects, the opinion of Company and/or Company's architects shall be final and binding on the Applicant(s).

Further, in the event that there is any increase/decrease in the super area of the Independent Floor or an Independent Floor becomes preferentially located as a result of the alteration of the layout plan for the Project, the revised price and/or preferential location charges shall be payable/adjusted in respect of the Independent Floor at the original price at which the Independent Floor has been applied for by the Applicant(s) and booked for allotment by Company.

21. I/we shall be, together with the allotment of the Independent Floor, also provided the right to use \_\_\_ car parking space (in the area of the Project reserved for this purpose). The Company may give the right of such use of the car parking space(s) in favour of me/us on such terms and conditions as may be stipulated by the Company, from time to time.

I/we shall not have any ownership rights over the said parking space, and further that the right of use of the said car parking space shall attach to the Independent Floor and be stand automatically transferred along with the transfer of the Independent Floor (to the transferee of the Independent Floor).

23. I/we agree and clearly understand that no transfer/resale of the said Independent Floor by way of nomination or otherwise shall be permitted at any time prior to the receipt of the First Three installments as applicable by the Company. However, in case any such transfer is permitted by the Company, at its sole discretion, the Company may charge such administrative charges as may be decided by the company, from time to time, from the applicant/ transferee for any such transfer/resale of the Independent Floor and as also mentioned in clause 11 herein above.
24. I/we may raise finances or a loan for purchase of the Independent Floor, after obtaining of the no-objection certificate from the Company.

Provided however, it shall remain my/our sole responsibility to ensure sanction of the loan and disbursement of the same as per the Payment Plan opted for by me/us. In the event of any default or delay in making of applicable payments to Company, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by me/us, Company shall be entitled to take recourse to all remedies available under applicable law, Builder Buyer's Agreement including inter alia to terminate the Application/booking.

I/we agree that The Company shall have the first lien and charge on the said Independent Floor for all its dues and other sums payable by the applicants to the Company and also 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 Independent Floor subject to the Said Independent Floor 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 Independent Floor for all its dues and other sums payable by me/us or in respect of the loan granted.

I/we shall be required to provide and register my/our complete residential address with Company at the time of booking. Further it shall be my sole responsibility to inform Company of all subsequent changes in my/our address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by me/us at the time when those should ordinarily reach the address specified by me/us at the time of the booking for the Independent Floor. Further, at no time Company shall be required to undertake any inquiry in relation to the veracity of any address provided by me/us and further that I/we shall be responsible for any default under this Booking, the Builder Buyer's Agreement or under applicable laws, as may arise from their providing of an incorrect address or non-updation/non-amendment of such address(es).

25. I/we, being having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. Company shall not be responsible towards any third party making payment/remittances on my/our behalf and such third party shall not have any right over the Booking of the said Independent Floor. In case any such permission(s)/approval(s) is ever refused or subsequently found to be inconsistent with the statutory requirement, the amount paid towards Booking will be refunded by Company after retaining the Earnest Money and deduction of taxes, charges etc. without any interest and the Booking shall stand cancelled forthwith. I/we agree that Company will not be liable in any manner whatsoever in this regard.
26. The Company and I/we both agree that all payments (including towards interest) towards, losses, delays, and under this Booking shall be a genuine pre-estimate of the damages or losses likely to occur.

I/we agree and understand that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. I/we further agree and confirm that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from me/us. The Company shall be entitled to get the electricity, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electricity, water, sanitary and drainage systems in the Said Complex. I/we acknowledge that I/we have not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/Said Complex.

27. I/we agree and acknowledge that the general terms and conditions as set forth hereinabove in this Application for Booking are only illustrative and not exhaustive and may be altered or varied at any time by the Company. Further, notwithstanding anything contained herein, the Company reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

I/we shall indemnify and keep the Company, directors, its agent, representatives, employees, 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 me/us as mentioned in the Application and Builder Buyer Agreement.

28. In case the Company abandon the said Project for reasons attributable solely to the Company, the Company shall refund the entire amount (excluding taxes) paid by me/us along with the interest at the rate of 9% (nine percent) per annum upon compliance of necessary formalities by me/us. However, if the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by me/us without any interest upon compliance of necessary formalities by me/us.

Further, I/we agree and acknowledge that in the event that Company is unable to allot the Independent Floor applied for, Company shall only be required to consider allotment of an alternative Independent Floor or refund the amount deposited by me/us along with simple interest @ 12% (twelve percent) per annum, and shall not be liable for any other damages/compensation on account of such inability (on the part of Company) to provide the Independent Floor applied for by me/us.

29. In case applicant(s) have applied for aforesaid Independent Floor through their dealer/broker then the applicant(s) shall be liable and responsible for any action/inaction of dealer in respect of aforesaid Independent Floor, and shall not hold the Company responsible for the same.
30. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application, 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 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. I/we hereby confirm that I/we shall have no objection to this appointment by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator.

The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

#### DECLARATION:

I/ We confirm and declare that the particulars provided by me/ us are true to my/ our knowledge and correct to the best of my/ our belief. I/we shall be liable and responsible for cancellation of booked Unit by the Company, if the enclosed document/ information found to be forged or fake. No part of it is false and nothing material has been concealed or withheld by me/ us therefrom. I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Channel Partner, (If any), Name:

(Sign and put rubber stamp)

Telephone/ Mobile Number:

Permanent Account No. \_\_\_\_\_ Service Tax No. \_\_\_\_\_

Thanking you,

Yours faithfully,

Signatures of:                      Sole/ First Applicant                      Second Applicant                      Third Applicant

Date:

Place:

Note:

1. All payments to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide a demand draft/ banker's cheque/ ordinary cheque payable at par at Gurgaon in favour of Orris Infrastructure Private Limited. All payments shall be subject to their actual realization by the Company. The date of credit into the Company's bank account shall be deemed as the date of payment made to the Company.
2. In case the cheque comprising booking amount/ registration amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
3. Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.
4. Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney/ Board Resolution.
5. Documents required at the time of Booking<sup>2</sup> :
  - (a) Booking amount cheque/ draft.
  - (b) PAN No. and copy of PAN Card/ Undertaking.
  - (c) For Companies: Copy of the Certificate of Incorporation, Memorandum and Articles of Association and certified copy of the board resolution authorizing the person executing the Application for Booking.
  - (d) For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/ authorization from all the partners and a written authorization in favour of the person/ partner executing the Application for Booking.
  - (e) For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/ FCNR Account.
  - (f) For NRI: Copy of passport and payment through own NRE/ NRO Account/ FCNR Account.

- (g) One photograph of each Applicant.
- (h) Address/ Identity Proof: Photocopy of Passport/ Electoral Identity Card/ Ration Card/ Driving License/ Adhaar Card etc.
- (i) Specimen signatures duly verified by bankers (in original).
- (j) Kindly mention sole/first applicant's name, residence address & mobile number on the back of the cheque/DD



**ANNEXURE A**

PROVISIONAL DETAILS OF THE INDEPENDENT FLOOR

- (1) Independent Floor No. ....
- (2) Floor.....
- (3) Block No. ....
- (4) Type.....
- (5) Super Area .....square feet  
(approximately) .....
- (6) PLC (if applicable) .....Attributes: .....





## Price List & Payment Schedule

### Pricelist

BSP (Basic Sale Price)	As applicable
EDC+IDC	As applicable
PLC Attributes	Corner/ Park Facing/ Facing 24 m wide road
	of BSP
	1 PLC 6%
	2 PLC 10%
	3 PLC 12%
Club Membership	1.5 lacs
IFMS	Rs. 50/- psf

### Payment Plan

#### Down Payment Plan (10% Rebate)

Project Milestones	Structure Payments
Booking	Booking Amount
Within 60 days from the Date of Booking	Complete 91.5% of Basic Cost + 100% of (PLC+Club Membership+EDC/IDC)
On offer of Possession	8.5% of Basic Cost +IFMS + Other Regulatory Authority Charges

#### Construction Linked Payment Plan

Project Milestones	Structure Payment	Finishing Payment	Total	Other Charges
Booking	Booking Amount			
Within 30 days	8.5% of Basic Cost - Booking Amount		8.5%	
Within 60days	8.5% of Basic Cost		8.5%	
Start of Construction	8.5% of Basic Cost		8.5%	50% of EDC/IDC
ON Casting of Basement Roof Slab	8.5% of Basic Cost		8.5%	50% of EDC/IDC + 50% of PLC
ON Casting of Ground Floor Roof Slab	8.5% of Basic Cost		8.5%	50% of PLC
ON Casting of First Floor Roof Slab	8.5% of Basic Cost		8.5%	100% Club Membership
ON Casting of Second Floor Roof Slab	8.5% of Basic Cost		8.5%	
On Completion of Brick Work	8.5% of Basic Cost	5.0% of Basic Cost	13.5%	
On Completion of Internal Flooring	8.5% of Basic Cost	5.0% of Basic Cost	13.5%	
On Completion of Internal Wood Work		5.0% of Basic Cost	5.0%	
On offer of Possession & Administrative Charges	8.5% of Basic Cost		8.5%	IFMS + Registration
<b>TOTAL</b>	<b>85% of Basic Cost</b>	<b>15% of Basic Cost</b>	<b>100.0%</b>	

### Notes

- External Development Charges(EDC) and Infrastructure Development Charges (IDC) are pro-rated per unit as applicable. In case of any revision, the same would be recovered on pro-rata basis from the Applicant/Alottee.
- Stamp Duty/Registration Charges shall be payable along with the last installment based on the prevailing rates.
- Service tax as applicable would be payable by customer as per demand.
- Prices subject to revision at the sole discretion of the company.

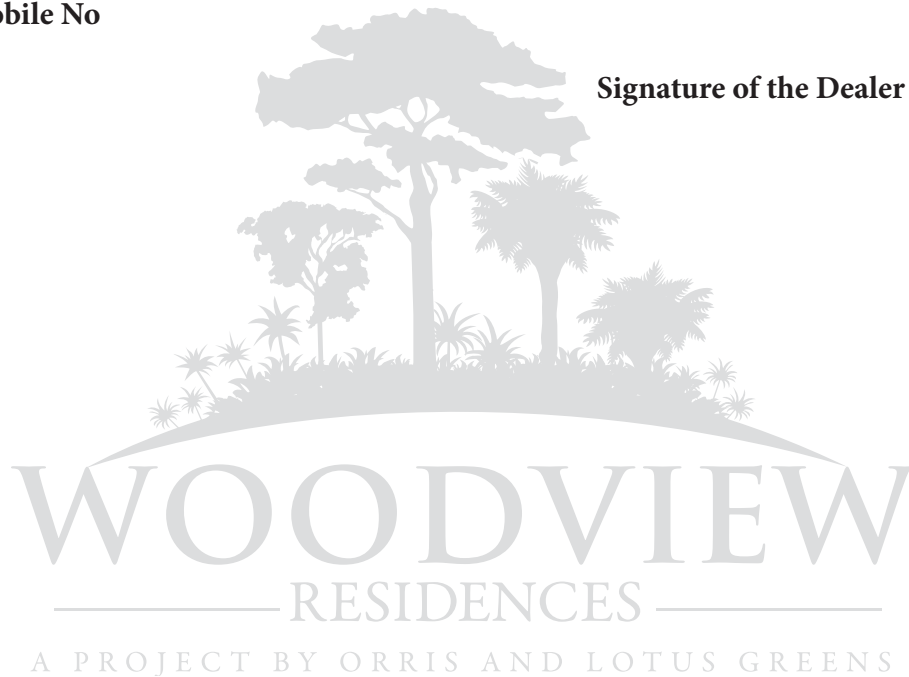
## DEALER DECLARATION

(\*To be filled by the Dealer in case of Dealer Booking)

I..... authorized signatory of M/s ..... , do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. We shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Unit by the Company.

**Address & Mobile No**

**Signature of the Dealer with stamp**



**FOR SALES OFFICE USE ONLY**

1. Application received by ..... on ..... (date)
2. Documents: Complete/ Incomplete. (To be completed by ..... (date)
3. Details of Independent Floor proposed to be allotted:
  - (a) Independent FloorNo. ....
  - (b) Floor .....
  - (c) Block No. ....
  - (d) Type .....
  - (e) Super Area ..... sq.ft. (approx)
4. PAYMENT PLAN: (Please tick appropriate)  
Down Payment Plan [ ] Construction Linked Plan [ ]
5. AMOUNT PAYABLE/ RATE APPLICABLE
  - (i) Basic Sale Price (BSP) Rs. .... per sq. ft. of Super Area
  - (ii) Preferential Location Charges (PLC) Rs. .... per sq. ft. of Super Area  
Type .....  
No of PLCs .....
  - (iii) EDC & IDC (External Development Charges & Infrastructure Development Charges) Rs. ....per square feet of Super Area
  - (iv) Club Membership Charges (CMC) Rs.....per Independent Floor
  - (v) Interest Free Maintenance Security (IFMS) Rs.....per square feet of Super Area
6. Allied charges as per the terms and conditions of the Application for Booking/ Builder Buyer's Agreement as applicable .....
7. Mode of Booking:
  - (i) Direct \_\_\_\_\_ (Ref. if any) \_\_\_\_\_
  - (ii) Channel Partner Name:

8. Application: Accepted / Rejected  
(Concerned Team Member/Authorized Signatory)

\*\* (Sales Team)

\*\* (SALES HEAD)

\*\*if Application is rejected, then please give brief reason and follow up action below:

**FOR CRM/ SALES ADMINISTRATION OFFICE USE**

Check List

1. Application date \_\_\_\_\_ (as per form)
2. Application received by CRM/ Sales Admin Office on \_\_\_\_\_
3. Dealing Executive(s) \_\_\_\_\_
4. Documents completion status:
  - (a) Booking Amount cheque no. \_\_\_\_\_ drawn on \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ deposited on \_\_\_\_\_ cleared on \_\_\_\_\_
  - Less than prescribed amount \_\_\_\_\_  Equivalent to prescribed amount \_\_\_\_\_
  - Equivalent to prescribed amount \_\_\_\_\_
  - Type of Account:  Domestic  NRE  NRE  NRO  Foreign
  - (b) Identity Proof:
  - (c) Address Proof:
  - (d) Photographs:
  - (e) Signatures:
5. Payment Plan
 

Down Payment Plan  Construction Linked Plan
6. Charges
 

(a) BSP/ square feet .....

(b) PLC .....  
Attributes .....

(c) EDC & IDC .....

(d) CMC.....

(e) IFMS.....
7. Booking:
 

Direct :  .....

Channel :  .....

Reference :  .....
8. Fit for sending Allotment Letter [ ] and Builder Buyer's Agreement [ ]  
(Authorised Signatory)

## ANNEXURE B

### SUPER AREA

The term 'Super Area' shall mean and include the covered area, verandah and balcony (including utility balconies), inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. staircases, decks, cupboards, lofts, circulation area with corridor, passage and staircase, lifts, shafts (electric, fire, plumbing), service ledges on all floors, common corridors and passages, stair houses and machine rooms, lobbies and refuge areas, shared area of walls common with other premises/ Independent Floor, which shall form integral part of the Independent Floor and common area shall mean all such parts/areas which the applicant(s) shall use by sharing with other occupants.

That in case the Independent Floor is provided with an exclusive terrace(s) the same shall be deemed to be a part of Super Area.

That the following shall not be a part of the Super Area:

- Convenience Shops and sites for shops, if any.
- Sites/ buildings for community facilities, amenities like Schools, Clubs, Community Centre(s), Health Centre(s), Spa(s), Gymnasiums, if any.
- Roof top terraces unless they are exclusively allotted to Independent Floors.

As per terms and conditions of allotment, the Super Area indicated in the Application for Booking shall remain tentative and is used for computation of sale price in respect of the Independent Floor only and shall not give any right, title or interest to the intending applicant (s) in common areas except the right to use the same by sharing with other occupants/ applicant (s) of the said building subject always to terms and conditions of the maintenance agreement executed by the intending applicant (s).

## LOCATION PLAN

## FLOOR PLAN



CORPORATE OFFICE: J-10/5, DLF PHASE II, M.G. ROAD,  
GURGAON - 122002, HARYANA (INDIA)  
CIN No. U70200DL2010PTC204801

PH. NO.: + 91 (0) 124 4979200 (Hunting), FAX: + 91 (0) 124 2353291 / 92  
WEBSITE: [www.orris.in](http://www.orris.in), EMAIL: [mail@orris.in](mailto:mail@orris.in), SMS: OIPL to 53030  
REGISTERED OFFICE: RZ - D - 5, MAHAVIR ENCLAVE, NEW DELHI - 110045