

Application Form



LumbiniTM
Terrace homes
Experience an enlightened lifestyle

Sector - 109, Gurgaon

To,
M/s. Brisk Infrastructure & Developers Private Limited,
1B-1C, Second Floor,
The Plaza Mall, M.G. Road,
Gurgaon (Haryana)- 1220021

Dear Sir/s

I/We (Applicant's) hereby apply for allotment of One (1) number of unit/apartment in Residential Group Housing Project "Lumbini Terrace Homes" proposed to be developed by Brisk Infrastructure & Developers Private Limited (the 'Company') on a parcel land situated at Sector 109, Gurgaon, Haryana ("Project").

I/We agree to sign and execute, as and when required, the Agreement to Sell containing the terms & conditions of allotment of the Apartment and other related documents on the format provided by the company.

I/We also agree to abide by the Terms & Conditions for registration of provisional allotment of Apartment in 'Lumbini Terrace Homes' which I/We have read and completely understood.

I/We further understand that the expression 'Allotment', wherever used herein shall always mean provisional allotment and will remain so till such time a formal Sale Deed is executed in Favour of the Intending Applicant(s).

1. SOLE/ FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.
S/o / D/oAge

Mailing Address (Proof Required) :

House No Street City
State Country Pin
E-mail Tel No Fax No
Mobile No Income Tax Permanent Account No

Nomination Details:

Name
Relation with applicant.....
Age.....
House No Street City
State Country Pin
E-mail Tel No Fax No
Mobile No Income Tax Permanent Account No

2. SECOND/ JOINT APPLICANT

Mr./Ms.
S/o / D/oAge

Mailing Address:

House No Street City
State Country Pin
E-mail Tel No Fax No
Mobile No Income Tax Permanent Account No

Nomination Details:

Name
Relation with applicant.....
Age
House No Street City
State Country Pin
E-mail Tel No Fax No
Mobile No Income Tax Permanent Account No

3. DETAILS OF APARTMENT REQUIRED

Type
(3 Bedroom / 3 Bedroom + Store / 4 Bedroom)
Super Area of Apartment (Approx)
No. of covered car parking No. of open car parking

4. SALE PRICE OF SUPER AREA

- a. Basic Consideration Price ₹
(including cost of Car Parking)
b. External Development Charges / Internal Development Work ₹
c. Preferential Location Charges (If Applicable) ₹
d. Interest Free Maintenance Security Deposit ₹
e. Club Charges ₹
f. Other Chargers, if any ₹
Total: ₹

5. PAYMENT DETAILS

I, hereby remit Registration Amount as under:
Cheque/ Demand Draft/ Pay order No.....Dated..... Issued by
(Bankers).....Branch..... Rs...../-
(Rupees in words).....
..... (Being% of Basic Sales Price "BSP"/
Earnest Money Deposit) in favour of "Brisk-Lumbini" payable at Delhi. Forwarded to: 1B-1C, Second Floor, The
Plaza Mall, M G Road, Gurgaon (Haryana)- 1220021

6. PAYMENT PLAN OPTED

DOWN PAYMENT PLAN :: CONSTRUCTION LINKED PLAN ::

I/We, the applicant(s), do hereby declare that my/our registration of provisional allotment of the area of a unit by
the Company is irrevocable and that the above particulars/ information/ details given by me/us are true and correct
nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the
Company shall be entitled to forfeit the amount deposited by the Applicant(s).

Date:

Place:

(Signatures of 1st Applicant)

(Signature of 2nd Applicant)

Note

Cheques/ Demand drafts to be made in favour of "Brisk-Lumbini" payable at Delhi.

In case, the cheques comprising BSP/Earnest Money Deposit is dishonoured due to any reason, the Company reserves the right to cancel the application without giving notice to the applicant(s).

All amounts received from Applicant(s) other than Resident Indian shall be NRE/ NRO/ Foreign Currency Account only.

Total Price does not include stamp duty, registration and incidental charges as well as expenses of the property buyer's agreement and conveyance deed etc. which shall be borne and paid by the applicants to the Company.

The total Price does not include Taxes.

The total Price does not include the maintenance charges, property tax, municipal tax, govt. rate tax on land, fees or levies of all and any kind by whatever name called.

The total price does not include any other charges that maybe payable by the applicants as per the apartment Buyer Agreement as demanded by the Company.

Specifications and price can be changed at the sole discretion of the Company.

I/We have thoroughly read and 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 Residential Apartment in the Project notwithstanding the fact that M/s. Brisk Infrastructure & Developers Private Limited ("Company") may have issued a receipt in acknowledgement of the Earnest Money tendered with the application & encashed the same. It is only after I/We sign and execute the Agreement to Sell on the Company's standard format thereby agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/We withdraw/cancel this application or I/We fail to execute and return the Agreement to Sell within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the Earnest Money paid by me/us shall stand forfeited.

I/We have clearly understood and agreed that this application form will be processed by the Company only after encashment of the cheque submitted by me/us i.e. for BSP / Earnest Money together with application form complete in all respects otherwise application shall be liable for rejection and amount(s) paid by me/us upto the extent of Earnest Money shall automatically stand forfeited without any further notice in this regard.

In the event of the Company agreeing to provisionally allot Residential Apartment, I/We agree to execute agreement to sell on company's standard format within stipulated period and to pay further Installments of sale price and other dues as stipulated in this application form and the Agreement to Sell and payment plan as explained to me/us by the Company's Sales Organizer/executive and understood by me/us.

BROAD TERMS AND CONDITIONS FOR REGISTRATION AND ALLOTMENT OF APARTMENTS AT LUMBINI TERRACE HOMES, GURGAON, HARYANA

The following terms and conditions for allotment of a residential apartment in “Lumbini Terrace Homes” (“Apartment”), being developed by Brisk Infrastructure and Developers Private Limited (“Company”) at Sector 109, Gurgaon, Haryana are indicative in nature with a view to acquaint the applicant(s) (“Applicant”) with some of the key terms and conditions, as more will be comprehensively set out in the proposed Apartment Buyer’s Agreement (“Agreement”):-

- 1 The Applicant has requested for allotment of the Apartment in Lumbini Terrace Homes, being developed in Sector 109, Gurgaon, Haryana (“Project”) by the Company with full knowledge of and subject to all laws, notifications and rules applicable to the area in general and the Project in particular and all queries regarding the same have been answered by the Company to the complete satisfaction of the Applicant.

The application for the request for allotment of the Apartment shall be processed and accepted by the Company only if this application form is filed along with the requisite cheques/draft for the amount of Earnest Money%. Also the application form shall be processed by the Company only after cheques tendered by the Applicant along with this application form are fully encashed. If the cheque(s) submitted by the Applicant along with this Application gets dishonoured, for any reason whatsoever, then the Application will be rejected by the Company and the Company will not be under any obligation to inform the Applicant about such dishonour of the cheque or rejection of the Application. The Applicant will not be entitled to tender a new cheque in place of dishonoured cheque, in such case.

- 2 This Application is a request by the Applicant for the allotment of the Apartment in the Project and the Company reserves the right to accept or refuse the allotment of Apartment at its sole discretion.
- 3 This Application will be screened by the screening committee appointed for this purpose. The Application will be considered by the screening committee for shortlisting only if it is complete in all respects and subject to the tendering up and encashment of applicable payment of earnest money / installments in full together with requisite supporting documents such as Income Proof, PAN no, email id, Photo Identity, Address proof and photograph of Applicant etc and other relevant documents desired by the Company and acceptance and signing of this Application as per norms and conditions and payment plan annexed to this application form. Decision of the screening committee regarding acceptance/rejections of the Application and allocation of the Apartment will be final and binding on the Applicant. The Applicant shall have no objection to the allotment procedure and norms fixed up by the screening committee and shall not raise any objection in case his Application is not considered for allotment of the Apartment due to any reason whatsoever notwithstanding the fact that Applicant might have tendered earnest money in full or in part and which has also been encashed by the Company.
- 4 In case this Application is rejected by the screening committee or the Company is unable to accept/consider this Application for any reason whatsoever, the Company will refund the Earnest Money without any interest by an account payee cheque to the Applicant. Such refund shall be made by the Company through Speed post or registered AD within 90 days of such rejection. Refund of Earnest Money by the Company to the Applicant shall constitute complete discharge of its liabilities and its obligations under this Application and the Applicant shall have no right, claim or interest of whatsoever nature or kind in the Apartment/Project thereafter.
- 5 In case this Application is accepted by the Company, the Company will intimate the Applicant in writing subject to his acceptance of the terms and conditions provided hereunder. Such written intimation will be made to the Applicant within 30 days of acceptance of this Application.
- 6 It has been agreed and understood by the Applicant that the Company shall issue only a single notice to the Applicant at the address provided by the Applicant through any of modes available and it shall be the duty of the Applicant to receive the notice issued by the Company at the address so provided. It has also been understood that the responsibility of the Company ends at the time of posting of the notice by it to the Applicant and no further responsibility of whatsoever kind or nature rests upon the Company. And no claim of any sort shall be entertained in this regard.

- 7 The Applicant has satisfied itself/himself/herself about the right, title and interest of the Company to sell and market the Apartments and the right and title of the Company in the land on which the Project is being developed and the licence which has been issued in favour of the Company by the competent authority for development of the Project on the land. The Applicant has understood all limitations and obligations in respect thereof. Having carried out its independent investigations, the Applicant agrees that after signing of this Agreement, it shall not raise any dispute nor raise any objection in this respect. Applicant understands and agrees that the Project falls within the new Master Plan of Gurgaon and the site of the Project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the Government/nominated government agency. Since this is beyond the control of the Company, therefore the Applicant shall not claim any compensation for delay/non-provision of infrastructure facilities and / or consequent delay in handing over the possession of the allotted Apartment.
- 8 The Applicant has examined and accepted the plans, designs and other specifications of the Apartment, being submitted to the competent authorities, which are tentative and are subject to change/modification/alteration/deletion according to the advise of such competent authorities or architect. The Company shall have the right to effect suitable and necessary alterations in the layout plan and/or specifications, as and when required due to revision of building plans, technical, site conditions or any other reasons, which may involve all or any of the changes, such as, change in the position of the Apartment, increase / decrease in size, change in floor plan, layout, change in its number etc. in pursuit for excellence & in tune with the global trends and / or environment requirements. The applicant(s)/intending allottee(s) shall have no objection and shall accept the improvements done by the company for betterment of apartments and shall willingly pay for the additional facility, specification or improvement provided that improvement cost is less than 5% of total cost of apartment.
- 9 The Applicant has made the application for allotment of the Apartment with all knowledge that some mandatory approvals are still pending to be taken from the competent authority and that in case the same are not sanctioned or are cancelled or revoked at any time during the construction or thereafter, the Company shall refund the money received from the Applicant without any interest and after such refund the Applicant shall have no right, claims whatsoever against the Company and the Company shall fully stand discharged and released from all its obligations and liabilities under the Project towards the Applicant.
- 10 It has offered to and has been agreed by the Applicant that he/she/it shall be at liberty to inspect the sanctioned plan at the site office of the Company with prior appointment and incase he/she/it fails to inspect the sanctioned plan at the appropriate time, in such event the Applicant shall not be entitled to raise any dispute qua the plan and/ or the allotment of the unit or any dispute relating thereto consequent upon any change from the specifications/ area/location etc as provided at the time of booking.
- 11 The Applicant, if resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made / issued thereunder and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. In case any such permission is ever refused or subsequent found lacking by any Statutory Authority/ the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment (if made) shall stand cancelled forthwith and the Company will not be liable in any manner on such account. Also the Applicant shall indemnify the Company from all the damages suffered by it due to such non compliance by him/her/it.
- 12 The Company has made it clear and the Applicant(s) has agreed that the sale price ("Sale Consideration") of the Apartment shall be calculated on the basis of its Super Area (i.e. area equivalent to the sum of total covered area of the Apartment and the pro-rata share of the total common area of the building) and that the Super Area stated in this Agreement is tentative and subject to change till the construction of the Building gets completed. The final Super Area of the Apartment shall be confirmed by the Company only after the construction of the Building is complete and occupation certificate is granted by the competent authority(ies). The total price payable for the

- Apartment shall be recalculated after confirmation by the Company of the final Super Area of the Apartment and any increase or reduction in the Super Area of the Apartment shall be payable or refundable, without any interest, at the same rate per sq.ft/mtr as provided in the application form or the Agreement. If there shall be an increase in Super Area, the applicant(s) agrees and undertakes to pay for the increase in super area immediately on demand by the Company and if there shall be a reduction in the Super Area, then the refundable amount due to the Applicant shall be adjusted by the Company from the final installment as set forth in the payment plan.
- 13 There will be Preferential Location Charges ("PLC") in case any better location is preferred by the Applicant for the Apartment in the Project and the same shall be payable by the Applicant, as per the demand of the Company in a manner and within the time as stated in the payment plan. However, the Applicant has specifically agreed that if due to any change in the layout/ building plan, the said Apartment ceases to be preferentially located, the Company shall be liable to refund only the amount of PLC paid by the Applicant and such refund shall be adjusted in the last installment as stated in the payment plan. On the other hand, if his/her Apartment in the Project becomes preferentially located due to the aforesaid changes in the layout/building plan, then the Applicant shall be liable and agrees to pay, as demanded by the Company, additional PLC as stated in the payment plan.
 - 14 The Applicant shall make all payments of the agreed sale consideration of the Apartment as per the Payment Plan, along with the other applicable charges as mentioned or stipulated therein vis-à-vis Basic Sale Price, External Development Charges ("EDC"), Infrastructure Development Charges ("IDC"), PLC (for superior location, floors etc.), Maintenance Charges, and Security Deposits and all other charges as may be communicated from time to time. The Applicant shall further be liable to pay any enhanced EDC, IDC or any other tax/charges including any fresh incidence of tax as may be levied by the Government of Haryana/Competent Authority/Central Government, even if it is retrospective in effect as and when demanded by the Company. The Applicant shall further make payment of any other third party/statutory taxes/fees including without limitation, registration charges, stamp duty and other incidental expenses as and when demanded by the Company.
 - 15 The Applicant shall also pay, as and when demanded by the Company 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 the Apartment.
 - 16 All drafts/cheques (except for EDC/IDC amount) are to be made in favour of "BRISK-LUMBINI", payable at Delhi/ Gurgaon/New Delhi. All Drafts/Cheques for EDC amount are to be made in favour of "BRISK-LUMBINI EDC", payable at Delhi/ New Delhi. In case the Applicant make the payment by an outstation cheque, then his/her payment would be deemed to have been received on the date on which the cheque will get credited into the bank account of the Company by the Bank and the bank charges for the outstation clearing will be charged from the Applicant.
 - 17 The Applicant shall be liable to pay interest on every delayed payment at the compounded rate of 18% per annum with quarterly rests from the date on which it is due for payment till the date of actual payment thereof. In case the Applicant defaults in making payment of the due installment (including partial default) beyond a period of 30 days from the due date, the Company shall be entitled to cancel the allotment and terminate this Agreement any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to waive its right to terminate this Agreement and enforce the payment of all its dues from the Applicant by seeking specific performance of this Agreement. Further, in every such case of delayed payment, irrespective of the type of payment plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement.
 - 18 The Company shall adjust all the amounts received from the Applicant first towards interest on overdue installments and only thereafter towards the overdue installments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues for which the payment is tendered.
 - 19 Performance of all the obligations under this Agreement by the Applicant and more specifically the timely payment of the Sale Consideration and other charges under the payment plan agreed by the Applicant shall be

of the essence for these terms and conditions and the Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the installments or other amounts and charges due and payable by the Applicant by respective due dates, the Company shall be entitled to cancel the allotment, terminate the Agreement and forfeit the Earnest Money. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notice/reminders regarding the payments to be made by the Applicant as per the payment plan or obligations to be performed by the Applicant under these terms and conditions of the Application, the Agreement or any further document signed by the Applicant with the Company. The Applicant hereby also covenants to observe and perform all the terms and conditions of the Application, the Agreement and Conveyance Deed to keep the Company and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance, or non-performance of the said terms and conditions by the Applicant.

- 20 The prices of Apartments are free of escalation to the extent of increase in prices of inputs by 10% and the same would be absorbed by the Company but in case the prices of inputs increases higher than 10%, the same shall be added to the cost of the Apartment(s) as per the input price index of construction material on pro rata basis. The decision of the Company in this behalf shall be final, conclusive and binding on the Applicant.
- 21 The Applicant agrees to pay additional sum for Car Parking space for exclusive use in the said complex, but it shall not have any ownership rights over the parking space allotted to him. The Car Parking space whether covered or open would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The Car Parking right is integral part of the Apartment and cannot be detached from the Apartment and shall stand automatically transferred along with the transfer of the Apartment.
- 22 The Applicant, if being allotted the Apartment, shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Apartment and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose ("Maintenance Agency"), as the case may be. It is further agreed by the Applicant that the Company shall not be liable to maintenance and other charges for unsold Apartments in the complex till the time Apartments are sold or leased or occupied and maintenance and other charges shall be payable only by the purchaser/lessee/occupant of the Apartments in the Project.
- 23 The scavenging of the common areas will be carried out by the Maintenance Agency but those inside the Apartment will be carried out by the Applicant only, who will ensure that all dirt, refuse and waste is properly transported out in covered cans/bags as biodegradable & non biodegradable waste.
- 24 Pursuant to the provisions of section 14 of the Haryana Apartment Ownership Act, 1983 ("Act"), the Applicant expressly agrees, confirms, acknowledges and gives his unqualified consent for removal of the Property/Building/Tower from the provisions of the Act. The Applicant voluntarily elects that the maintenance and upkeep of the Property/Tower/Building and its common areas, facilities, services and amenities be entrusted to Company/its Maintenance Agency until an elected body/society/association of all the apartment owners of the specific property/Tower/Building is formed, lawfully constituted and registered as per Declaration in Form A to be submitted by the Company to the competent authority under the Act. The Declaration besides other details shall specify the details pertaining to (a) Description of the limited common areas and facilities, (b) Description of the limited common area and facilities, if any, stating to which apartments their use is reserved, etc., upon transfer/assignment of the upkeep and maintenance of the building and its common areas, facilities, services and amenities to the body/association/society as mentioned herein, the Tripartite Maintenance Agreement in respect of the Project building shall become null and void and rescinded. The Company/Maintenance Agency and the Applicants shall be relegated to their respective positions as per the Act and status quo mentioned as per the said Act and Rules framed there under.

- 25 It is expressly agreed to and understood by the Applicant that notwithstanding the fact that a portion of the common areas of the Building has been taken into consideration for the purpose of calculation of the Super Area of the Apartment, yet it is only the area within the four walls of the Apartment that has been agreed to be sold to the Applicant. The inclusion of the common area of the Project building in computation of super area of the Apartment does not and would not create any specified or independent interest in favour of the Applicant in the open spaces and all or any of the common areas such as lobbies, lifts, corridors, terraces and roof etc. of the Project building.
- 26 It is expressly agreed and understood by the Applicant that the right of the Applicant under this Agreement is confined and restricted to that Project building in which the Apartment of the Applicant is located and to the common areas and facilities in respect of the same and would not extend to the common areas and facilities in any other building or in the club building, sports complex, park, open spaces, shopping arcade, green belt, community centre, facilities, basements, plant rooms in the Project. However, the Applicant shall have the right to use the common areas and facilities in the Project only for peaceful ingress and egress in the manner and to the extent identified by the Company in its sole discretion and such identification by the Company in its/their plans now or in future shall be final, conclusive and binding on the Buyer.
- 27 The Company shall have the absolute right to make additional construction anywhere in the Project, whether on account of increase in Floor Area Ratio (FAR) or better utilization of the said land or for any other reason whatsoever to the extent permissible by the government or Director General, Town and Country Planning, Chandigarh, Haryana (DGTCP). The Company shall have the absolute and unfettered right to transfer such additionally constructed areas in any manner whatsoever as the Company may in its absolute discretion think fit. The Company and the transferees of such additional construction shall have the same rights as the Applicant including the right to be member of the society of apartment owners to be formed and an equal right to use of the common areas and other common amenities of the Project.
- 28 The Applicant understands and agrees that it shall not have any right to transfer/assign this Agreement in favour of any other Person and any such transfer by the Applicant without seeking the permission of the Company shall be illegal and not binding upon Company and the Applicant shall continue to be liable to the company under the terms of this Agreement.
- 29 Notwithstanding the restriction on transfer, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee on a case to case basis subject to condition that such transfer shall not be allowed under any circumstances, prior to allotment of flat by the Company having taken place, in favour of the Applicant and is further always subject to payment of the administrative and other charges as decided by the Company as well as the execution of appropriate collateral documentation by the Applicant and the proposed assignee(s)/transferee(s) to the complete satisfaction of the Company in the format finalized by it. It is however made clear that the Applicant does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Applicant agrees and consents 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. In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Applicant hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Applicant.
- 30 The Applicant agrees and undertakes that it shall not modify any structure or raise any illegal construction in the Apartment allotted nor encroach upon or occupy any area falling outside the said Apartment. The Apartment shall solely be used for residential purpose alone and for no other purpose and furthermore the Applicant shall not conduct any illegal or immoral activities from or in the said Apartment. The Applicant further undertakes not to carry on any activity from and in the said Apartment, which creates nuisance or is illegal, obnoxious or contrary to public policy or contrary to the common interest of the collective owners/ occupants of the Project. The Applicant shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows

- and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Company.
- 31 The Applicant understand and agrees that incase the Applicant makes any change in the original structure or the exterior of the project or cause any repairs in the unit in such a situation the Applicant shall be liable to pay the costs and make good any loss caused due to such restoration of the project to its original condition.
- 32 The Applicant understands and agrees that he/she/it shall be liable for upkeep and maintenance of the unit upon its allotment by the Company and incase of any negligence in upkeep and due repairs, as and when the need for the same arises, in such case the Applicant shall be liable to pay all losses which may be caused to the Company and/or to the owners of the adjoining units.
- 33 The Applicant shall not sub divide the Apartment.
- 34 The Applicant understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment in favour of the Applicant. The Applicant clearly understands that the ultimate conveyance of the said Apartment in favour of the Applicant is contingent on the payment of the complete Sale Consideration and all outstanding dues and the due, timely and faithful performance by the Applicant of all its obligations agreed and undertaken herein.
- 35 The Applicant understand and agrees that for no reason whatsoever, the Applicant shall stop making payments to the Company under the payment terms as agreed and incase the payments as demanded by the Company remain unpaid within the reasonable period for such payment the Company shall be entitled to cancel the booking and forfeit earnest money without any further notice in this regard. It has also been agreed that in case the Applicant raises any dispute on any aspect of the project or the payment terms or rates etc, the same shall not be a ground for not making payments to the Company under the payment terms.
- 36 The Applicant shall indemnify and undertakes to keep the Company, its assignees and nominees saved, indemnified and harmless from and against all consequences resulting from the breach by the Applicant of any law or its representations, warranties and undertakings found to be untrue.
- 37 The Applicant hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of his/her Apartment subject to the Apartment being free of any encumbrance at the time of execution of Conveyance Deed. The Company/Financial Institution/Bank shall always have the first lien/charge on the said Apartment for all dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the Apartment/Building/Complex. In case of the Applicant who have opted for long term payment plan arrangement with any Financial Institutions/Banks, the conveyance of the Apartment in favour of the Applicant shall be executed only upon the Company receiving No Objection Certificate from such Financial institutions/Banks.
- 38 The Applicant hereby agrees to comply with all the laws of the land at all times, as may be applicable to the said apartment but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their rules, notifications etc. in respect of his said Apartment and the Applicant shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/rules and laws of the land.
- 39 The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Applicant and the Applicant agrees that he/she shall not raise any objection in this regard.
- 40 The provisional and/or final allotment of the Apartment is entirely at the sole discretion of the Company and the

Company has a right to reject any application, provisional or final allotment without assigning reasons thereof.

- 41 The Company shall have the first lien and charge on the Apartment for all its dues and other sums payable by the Applicant to the Company.
- 42 The Applicant shall not cause to do any act which may invalidate the insurance of his/her Apartment or of the region/Project.
- 43 The Company shall be subject at all times to Force Majeure circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to acts of God, i.e. a) fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; e) war and hostilities of war, riots or civil commotion; f) non-grant of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the occupation certificate, completion certificate and/ or any other approvals/certificate as may be required; g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in the Agreement; h) economic recession; i) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Company shall be entitled to corresponding extension of time for performance of its obligations under the Agreement.
- 44 Subject to Force Majeure, as defined hereunder and further subject to the Applicant having complied with all its obligations under the terms and conditions of this Application and this Agreement and the Applicant not being in default under any part of this Application and the Agreement including but not limited to the timely payment of the total Sale Consideration, stamp duty and other charges and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company proposes to hand over the possession of the said Apartment to the Applicant within a period of thirty six (36) months from the date of the approval of the Building Plans and/or any pre-conditions imposed thereunder ("Commitment Period"). The Applicant further agrees and understands that the Company shall additionally be entitled to a period of 180 (One Hundred and Eighty) days ("Grace Period"), after the expiry of the said Commitment Period to allow for unforeseen delays in obtaining the Occupation Certificate etc., from the DGTCP under the Act in respect of the Project. Subject to the condition contained herein, if the Company fails to offer possession of the said Apartment to the Applicant by the end of the Grace Period, it shall be liable to pay to the Applicant compensation calculated at the rate of Rs. 7.5 /- (Rupees Seven and fifty paise only) per sq. ft. of Super Area ("Delay Compensation") for every month of delay thereafter until the actual date fixed by the Company for handing over of possession of the said Apartment to the Applicant. The Applicant shall be entitled to payment/adjustment against such Delay Compensation only at the time of 'Notice of Possession' or at the time of payment of the final installment, whichever is earlier.
- 45 Subject to the above, in the event of delay by the Company in handing over the possession of the said Apartment beyond a period of 12 months from the end of the Grace Period (such 12-month period hereinafter referred to as the "Extended Delay Period"), then the Applicant shall additionally become entitled to opt for termination of the Agreement and refund of the actual paid up installment paid by it against the said Apartment. It is clarified that the Delay Compensation calculated for the fixed period of 12 months only shall be paid by the Company along with the installments refundable under this clause without any interest. This option may be exercised by the Applicant only up till dispatch of the Notice of Possession by the Company to the Applicant. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by the Applicant.
- 46 Notwithstanding any other provisions of this Application/Agreement, the Applicant agrees that if it fails, ignores

or neglects to take the possession of the said Apartment in accordance with the Notice of Possession sent by the Company, the Applicant shall also be liable to pay charges equivalent to Rs. 10.00/- (Rupees Ten only) per month per sq. ft. on the Super Area of the said Apartment ("Holding Charges"). The Holding Charges shall be a distinct charge in addition to the Maintenance Charges and not related to any other charges/consideration as provided in this Agreement. The Applicant shall also remit in advance one year maintenance charges at the time of possession.

47 This Agreement may be terminated by the Company at its sole option by providing written notice ("Notice of Termination") to the Applicant intimating to it the decision of the Company to terminate the Agreement and the grounds on which such action has been taken, in case any breach committed by the Applicant is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Applicant or is such where the breach is repeated or is continuing despite the Applicant being given an opportunity to rectify the same. In all other cases not covered under this clause, the Company shall give to the Applicant a notice calling upon it to rectify the breach set out in the said notice within the time given therein. In the event that the Applicant fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the time specified in the said notice, the Company may terminate this Agreement in the manner set out above in this clause and to the same effect. For the removal of doubts, it is clarified that notwithstanding the fact that the refund cheque has not been dispatched by the Company, or if dispatched, it has not been received by the Applicant or if received, such refund cheque remains unencashed by the Applicant, the mere dispatch of the Notice of Termination by the Company would be deemed to sufficiently and by itself constitute termination of this Agreement and no further act on the part of the Company would be necessary for this purpose. It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the said Apartment afresh to any other person and the Applicant agrees and undertakes that it shall not object thereto nor seek any legal relief so as to prevent such re-allotment. The Applicant understands, agrees and consents that upon such termination, the Company shall be under no obligation save and expect to refund the amounts already paid by the Applicant to the Company, without any interest, and after forfeiting and deducting the Earnest Money and other amounts due and payable to it including any interest accrued on delayed installments and late payment charges which shall be made only after resale of the said Apartment. Upon termination of this Agreement by the Company, save for the right to refund, if any to the extent agreed hereinabove, the Applicant shall have no further right or claim against the Company which, if any, and shall be deemed to have been waived and the Applicant hereby expressly consents thereto. The Company shall henceforth be free to deal with the said Apartment in any manner whatsoever, in its sole and absolute discretion and in the event that the Applicant has taken possession of the said Apartment, then the Company shall also be entitled to re-enter and resume possession of the said Apartment and everything whatsoever contained therein and in such event, the Applicant and/or any other person/occupant of the said Apartment shall immediately vacate the said Apartment and otherwise be liable to immediate ejection as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Applicant.

48 The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the opinion of the Company, (a) the allotment of the said Apartment has been obtained through misrepresentation and concealment or suppression of any material fact, or (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or by any statutory body or Competent Authority, including DGTCP. The condition contained in this clause shall survive the conveyance of the Apartment and run with the Apartment within the meaning of Section 31 of the Transfer of Property Act 1882.

49 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a Director of the Company, whose decision shall be final and binding upon the Parties. The Applicant hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant hereby accepts and agrees this shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's

offices or at a location designated by the said sole Arbitrator in Delhi. The language of the arbitration proceedings and the Award shall be English. The Party against whom the award shall be made by the Arbitrator shall pay the fees of the Arbitrator and bear other expenses in regard to the arbitration.

50 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the Courts at Delhi alone shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

51 The Applicant has understood and agreed that incase the Agreement cannot be enforced in full in such situation the Company shall be entitled to severe the clauses which could not be enforced and enforce select clauses at its discretion and without objection from the Applicant.

Declaration by Applicant:

I/We have read over and fully understood the terms and conditions as aforementioned and I/we undertake to be bound by the same and shall abide by the same.

Applicant

Co Applicant



Brisk Infrastructure & Developers Pvt. Ltd.

Corporate Office:

1B-1C, Second Floor, The Plaza Mall,
M.G. Road, Gurgaon-122002(Haryana)
Tel: 0124-4308530 Fax: 0124-4308537

Site Office

Sector - 109, Gurgaon - 1220021
Email: info@brisk.in