ROF

PRAVASA

THE LUXURY
WELLNESS LIVING

APPLICATION FORM




ROF
PRAVASA
THE LUXURY
WELLNESS LIVING
SECTOR- 88 A, GURUGRAM

ROF
PRAVASA

Serial No: PRV 201

APPLICATION FORM

For Allotment of a Residential Floor in "ROF Pravasa" situated at
Sector 88A, Village-Harsaru, Gurugram, Haryana

To,
M/s. Nani Resorts and Floriculture Pvt. Ltd.
M-18, M-Block Market Greater Kailash-II
New Delhi 110048

RERA NO.: RC/REP/HARERA/GGM/918/650/2025/21 Dated: 04.03.2025

Subject: Application for allotment of a residential floor in your proposed residential project named as 'ROF PRAVASA' to be developed in Sector 88A, Gurugram, Haryana under the Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy, 2016 of the Town and Country Planning Department, Government of Haryana ("Policy")

Dear Sir / Madam,

I/We am/are desirous of and hereby apply for allotment of a residential floor in your proposed residential project named as " ROF Pravasa " (Hereinafter referred to as the said "Project"), proposed to be developed by M/s. Nani Resorts and Floriculture Pvt. Ltd. ("Promoter"), on a land parcel admeasuring 11.21875 acres situated in Village Harsaru, Sector 88A, Distt. Gurugram ("Project Land").

I/We request that I/we may be registered for allotment of a residential floor in the Project.

I/we are fully aware that the Project is being developed under the Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy 2016 announced by the Town and Country Planning Department, Haryana under Section 9A of the Haryana Development and Regulation of Urban Areas Act,1975. ("Policy").

The license for this Project has already been issued to the Promoter vide License No. 70 of 2023 and the Project is duly registered with the Haryana Real Estate Regulatory Authority ("Authority") vide registration number 21of 2025 Dated 04.03.2025 and I/we have carefully perused the particulars of the same which an available with the website of the Authority.

SIGNATURE _____ _____

I/We understand that this Application Form relates to allotment of a built-up residential floor of the size and specifications applied for by me/us as stated in Annexure-A hereto or as may be allotted to me/us by the Promoter ("Unit") which shall be constructed by the Promoter on a plot situated in the Project ("Plot").

I/We agree to abide by the basic terms & conditions of registration for allotment of the Unit in the Project as stated in this Application Form, Allotment Letter and Agreement for Sale related to the Unit, as per the draft provided to me/us, which has been read and understood completely by me /us. I/We also agree to sign and execute, as and when required, the Agreement for Sale containing detailed terms and conditions of sale of the Unit in the Project and other related documents in the format prescribed by the Promoter.

I/We agree and undertake to pay the purchase price of the Unit which shall include the basic sale price, preferential location charges (if applicable), development charges, other deposits, other charges, rates, and exclusive of applicable taxes, cesses, levies, stamp duty, registration charges, etc. related to the Unit as and when demanded by the Promoter.

I/We remit here with a sum of Rs _____(Rupees _____only) vide Bank Draft/ Pay Order/Cheque No _____ dated _____drwan on _____Bank being Booking Amount for the Unit applied for **("Booking Amount")**

I/We have clearly understood that this Application Form does not constitute an agreement to sell and I/we do not become entitled to allotment of the Unit in the Project notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the Booking Amount tendered with this Application Form.

It is only after acceptance of this Application Form by way of issuance of the Allotment Letter by the Promoter in accordance with the applicable laws and valid execution and registration of agreement for sale of the Unit in the Project **("Agreement for Sale")** as required pursuant to the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules made thereunder (collectively referred to as **"RERA"**), the allotment of the Unit shall become final and binding upon the Promoter subject to the fulfillment of the terms and conditions of such allotment of the Unit by me/us.

I/We understand that the proposed allotment of the Unit shall be subject to timely execution by me/us of various documents, including the Agreement for Sale in respect of the Unit and also subject to compliance with the indicative terms & conditions set out hereinafter and such other terms and conditions as stipulated under the Agreement for Sale.

My/Our particulars are as mentioned hereinafter and may be recorded for reference and communication.

SIGNATURE _____ _____

ROF

PRAVASA

FIRST APPLICANT

Mr./Ms.

S/W/D of

Age Guardian's Name (In case of minor)

Date of Birth (D D M M Y Y Y Y) Nationality

AFFIX PHOTOGRAPH

Occupation:

Service ☐ Professional ☐ Business ☐ Student ☐ Housewife ☐ Any other _____

Resident Status:

Resident ☐ Non Resident ☐ Foreign National of Indian Origin ☐

Others (Please Specify) _____

Mailing Address

Address _____

_____

State Country Pin

e-mail

Permanent Address

Address _____

State Country Pin

e-mail

Tele No. Mobile No.

Office Address

Address _____

State Country Pin

Tele No. Mobile No.

Income Tax Permanent Account No.

Aadhar Card No.

Name of Applicant's Bank

IFSC Code of the Bank

Bank Account no.

*Copy of PAN card & Aadhar card is to be attached mandatorily

SIGNATURE _____ _____

ROF

PRAVASA

SECOND APPLICANT

Mr./Ms.

S/W/D of

Age Guardian's Name (In case of minor)

Date of Birth (D D M M Y Y Y Y) Nationality

AFFIX PHOTOGRAPH

Occupation:

Service Professional Business Student Housewife Any other _____

Resident Status:

Resident Non Resident Foreign National of Indian Origin

Others (Please Specify) _____

Mailing Address

Address _____

_____

State Country Pin

e-mail

Permanent Address

Address _____

State Country Pin

e-mail

Tele No. Mobile No.

Office Address

Address _____

State Country Pin

Tele No. Mobile No.

Income Tax Permanent Account No.

Aadhar Card No.

Name of Applicant's Bank

IFSC Code of the Bank

Bank Account no.

*Copy of PAN card & Aadhar card is to be attached mandatorily

SIGNATURE _____ _____

ROF

PRAVASA

DETAILS OF UNIT:

Unit No._____ Type.:_____ Carpet Area:_____

PAYMENT PLAN:_____

BREAKUP AND DESCRIPTION OF TOTAL PRICE			
PRICE HEADS	**AMOUNT (RS.)**	**GST**	**NET AMOUNT**
Basic Unit Cost			
Power Backup	As Applicable		
IFMS	As Applicable		

The following benefits are included free at no extra cost as an Inaugural Discount:

1. Modular Kitchen
2. Club Membership
3. A/C in 3 Bedrooms & Dining room
4. Car Parking (1 number)

I/we have perused and understood all the terms and conditions as set out in this Application Form including its annexures and the Agreement for Sale. In order to understand the legal implications arising out of this Application Form, I/We have sought advice of a competent legal advisor to understand such legal implications in advance.

I/we expressly acknowledge that the Promoter has not made any representation and warranties to me/us to induce me/us to make this application for allotment of the Unit in the Project and I/we have decided to make this application out of my/our own free will and volition

DECLARATION: I/We do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. Any allotment of the Unit against this Application Form is subject to the terms and conditions attached to this Application Form, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), representative(s), assignee(s), successor(s) and nominee(s).

I/We undertake to inform the Promoter of any change in my/our address or change in any other particulars or information, given above, failing which, the particulars furnished by me/us herein shall be deemed to be correct and the letters sent at the

SIGNATURE _____ _____

recorded address by the Promoter shall be deemed to have been received by me/ us.

TERMS AND CONDITION: FOR ALLOTMENT OF A RESIDENTIAL UNIT IN THE PROJECT NAMED AS ROF PRAVASA SITUATED AT SECTOR 88 A, VILLAGE HARSARU, GURUGRAM, HARYANA UNDER DEEN DAYAL JAN AWAS YOJANA-AFFORDABLE PLOTTED HOUSING POLICY, 2016 OF THE TOWN AND COUNTRY PLANNING DEPARTMENT OF THE GOVERNMENT OF HARYANA.

The terms and conditions given below are not exhaustive but merely indicative in nature with a view to acquaint the Applicant(s) with the terms and conditions as comprehensively set out in the Agreement for Sale which, upon execution, shall be read together and in case of any conflict, the terms and conditions agreed in the Agreement for Sale shall prevail.

1. The Applicant(s) is applying for allotment of the Unit in the Project being developed and constructed on the Project Land. The Applicant(s) hereby confirm that the information furnished by him pursuant to this Application Form is correct and all documents supplied for obtaining allotment of the Unit are authentic and genuine. In case any of the said information or documents provided by the Applicant(s) is found to be false, the Promoter shall be entitled to cancel allotment of the Unit and as a consequence thereof, the Applicant(s) shall have no right, title, interest or claim of any nature whatsoever against the Promoter, the Unit, the Project and/or the Project Land.

2. The Applicant(s) is applying for allotment of the Unit in the Project under the said Policy. The Applicant(s) has/have full knowledge of the Policy and other laws, notifications, rules, policies, etc. applicable to the Project. The Applicant(s) agree and undertake to comply with the Policy, the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Apartment Ownership Act, 1983, including any amendments, modifications and alterations thereto and rules & regulations framed thereunder, and all other laws, regulations, notifications, terms and conditions of the Central Government, Haryana Government, local bodies as may be applicable to the Project and the Unit, and shall be liable for the defaults and/or breaches thereof. The Applicant(s) further agree that he fulfills and meets the eligibility criteria and undertakes to abide by all the terms and conditions applicable to the allotment and purchase of the Unit in the Project.

3. The Applicant(s) is fully satisfied with the right, title and interest of the Promoter in the Project Land as well as the Project.

4. The Applicant(s) is fully aware of and has/have understood all the limitations and obligations of the Promoter in relation to and in connection with the Project.

SIGNATURE _____ _____

5. This Application constitutes an offer by the Applicant(s) to purchase and register the Unit in the Project at a price together with other charges, if any, specified by the Promoter. The Applicant(s) agree that for considering any application for allotment of the Unit, only those applications will be considered which are complete in all respects and fulfill the criteria mentioned in this Application Form. The Booking Amount shall be paid by the Applicant(s) with this Application Form, failing which this Application Form would not be entertained or considered for allotment of the Unit in the Project.

6. The Promoter shall have sole discretion to accept and allot the Unit in the Project to the Applicant(s) or to reject this Application Form without assigning any reason. In case of non- allotment of the Unit to the Applicant(s) for any reason whatsoever, the Booking Amount shall be refunded, without any interest, by the Promoter to the Applicant(s) within 60 days of its decision in this regard and the Applicant(s) shall have no right, title, interest or claim of any nature whatsoever against the Promoter, the Unit, the Project and/or the Project Land.

7. The Applicant(s) agree and acknowledge that the Promoter has received necessary approval for the development of the unit & the project from the concerned authorities.

8. The Application Form shall be deemed to be incomplete until the deposit and clearance of the Booking Amount.

9. The payment plan for the said Unit ("Payment Plan") is specified in ANNEXURE-A hereto and the Applicant(s), on becoming an allottee, hereby undertake to pay the Total Price as per the terms of the Payment Plan and other charges as set out in this Application Form and Agreement for Sale or any other document in this regard, as and when demanded by the Promoter. The Total Price shall include the Booking Amount paid by the Applicant(s) to the Promoter towards the Unit. Any default in payment of any amount payable by the Applicant(s) in terms of this Application Form and/or the Agreement for Sale shall attract an interest at the rates prescribed in the RERA for the period of delay. The Promoter shall be entitled to cancel the allotment of the Unit, giving a notice of 30 days and forfeit the Booking Amount and any other amount as stated in the Agreement for Sale, and the Applicant(s) shall have no objection in this regard. The Promoter is not liable to give any discount or rebate in case of early payment made by the Applicant(s), if any.

10. The Applicant(s) understands, agrees and is/are fully aware that the purchase value of the Unit shall include basic sale price, preferential location charges (PLC), external development charges (EDC), infrastructure development charges (IDC), but exclude

external electrification charges (EEC), sewer, water & electricity connection charges, power back-up charges (if provided), deposits and club membership charge (if provided). The Applicant(s) shall be liable to pay the property tax on the Unit or the Project in proportion to the area of the Unit, as may be decided by the Promoter, from the date of allotment. In addition, the allottee(s) is required to pay in advance the monthly/ quarterly maintenance charges of the Project with effect from the date of offer of possession of the Unit at such rate as may be decided by the Promoter from time to time.

11. The Applicant(s) understands and agrees that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Promoter (directly or through its nominated maintenance agency) pursuant to the provisions of RERA till the time they are handed over to the association of allottees of the Project. Further, the Applicant(s) understands and agrees that for availing the said facilities, services and / or amenities, the Applicant(s) shall sign and execute a separate agreement(s) and/or appropriate document with the terms and conditions as may be required for use of such services and amenities. However, lift(s) in each dwelling built-up plot building in the Project may be maintained and operated by the allottees of units in that particular built-up plot building at their own cost and expense.

12. The Applicant(s) agrees to pay the applicable government rates, cesses, charges, taxes, etc. of all and any kind by whatever name called, whether levied now or leviable in future, as the case may be, from the date of allotment of the Unit till the date of execution and registration of Conveyance Deed of the Unit in the name of the Applicant(s). If any of these charges are increased in future with retrospective effect, then the Applicant(s) shall be liable to pay the same to the Promoter forthwith on receipt of any demand in this regard .Further, Till payment of the entire amount of the Total Price and all the charges mentioned in this Application Form by the Applicant(s), the Promoter shall have lien on the Unit for recovery of the unpaid amount, if any, and the Applicant(s) would not have any objection in this regard. The Applicant(s) hereby confirm that time is of essence with respect to obligation of the Applicant(s) to make any and all payments mentioned in this Application Form and the Applicant(s) undertakes to strictly adhere to the payment timelines.

13. The Applicant(s) hereby authorizes the Promoter to adjust or appropriate all payments made by him/ her/ them under any head of dues against lawful outstanding of the Applicant(s) against the Unit, if any, in his/ her/ their name and the Applicant(s) hereby undertakes not to object, demand or direct the Promoter to adjust such payments in any manner.

14. The Promoter shall not be responsible towards any third party making payments/

remittances on behalf of any allottee(s) and such third party shall not have any right under the Allotment Letter or the Agreement for Sale and/or in the Unit and the Promoter shall issue the receipts of payment in favour of the allottee(s) only and in case of cancellation of the Unit by the Promoter or a Surrender such allottee(s), the refund of amount shall be made only to the allottee(s) as per the terms of the Agreement for Sale. If any such party claims the said amount or initiate any legal proceedings against any such transaction, the applicant shall be liable to bear all the charges against such litigation and cost incurred by the Promoter to defend themselves. If the Applicant does not repay such legal charges and costs, the Promoter shall be within there rights to recover the same from the Applicant/ Allottee.

15. All payments required to be made under this Application Form/ Allotment Letter/ Agreement for Sale shall be made by Account Payee Cheques/RTGS/Demand Drafts in favour of the Promoter, unless otherwise informed by the Promoter to the Applicant(s) in writing. The payment shall be considered as received only on realization of Account Payee Cheques/ Pay Order/Demand Drafts and receipt of amount in the bank account of the Promoter.

16. The Applicant(s) agrees and undertakes to pay the necessary Stamp Duty, Registration Charges and other charges as may be applicable and execute and register an Agreement for Sale in respect of the Unit, on receipt of all requisite approvals, within 60 days from the date of intimation by the Promoter and in the form as would be drawn up by the Promoter, unless otherwise specified by the Promoter. Failure to do so may result in cancellation of booking and allotment of the Unit and the Promoter shall be entitled to forfeit the Booking Amount received with this Application Form.

17. The Promoter is bound to develop and complete the infrastructure in the Project and offer the possession of the allotted Unit to the Applicant(s) within the time period notified for completion of the unit to the Authority at the time of registration of the unit under the RERA ("Possession Date"), subject to grant of occupation certificate of the Unit by the concerned authorities and timely fulfillment of all the obligations by the Applicant(s) as per this Application Form and the Agreement for Sale including receipt of the entire payment and charges from the Applicant(s). The Applicant(s) shall check the measurement and dimensions of the Unit and take over possession of the Unit within 30 days of issuance of possession notice by the Promoter, failing which the Applicant(s) shall be deemed to have taken over the possession of the Unit and be liable to pay maintenance charges at the rate prescribed by the Promoter for the period of default in taking over the possession of the Unit. Further, in such case, the Promoter shall not be responsible for any encroachment, trespassing or any other loss/ damage to the Applicant(s).

SIGNATURE _____ _____

18. The Applicant(s) has/have been informed that there shall be common raft and common façade for the units in the Project. The Applicant(s) shall not carry out any change in the raft, terrace, front façade, exterior elevation and design without prior written approval of the Promoter or the maintenance agency or the association of the allottees in the Project.

19. The Applicant(s) shall not do any additional construction or alteration in the Unit or cause any nuisance or disturbance to other allottees in the Project.

20. The Unit shall be utilized for residential purposes only by the Applicant(s) in accordance with the applicable laws.

21. The construction and development of the Project including the Unit by the Promoter shall be subject to force majeure conditions including but not limited to: (a) Any legislation, order, rule, regulation, condition, made or issued by the Government or any other competent/statutory authority(ies) or any competent Court affecting the Project / Project Land / approvals; or (b) If any competent authority(ies) refuses, delays, denies the grant of necessary approvals for the Project / Project Land / the Unit; or (c) If any approvals, permissions, consents, notices issued by the competent authority(ies) or any law / rule / regulation under which approvals are granted for the Project or the Project and/or the Project Land becomes a subject matter of any suit / write before a competent court; or (d) Due to suspension of the Project; or (e) Scarcity of essential construction inputs; or (f) act of God i.e. flood, drought, earthquake, epidemic, natural disasters, pandemic such as Covid-19; or (g) strikes, lock-outs or industrial disputes; or (h) war and hostilities of war, riots, acts of terrorism or civil commotion; (i) Order, Guidelines issued by the Commission for Air Quality Management in National Capital Region and Adjoining Areas, National Green Tribunal or any other Competent Authority constituted by the Appropriate Government with regards to curbing pollution in NCT of Delhi and adjoining areas or (j) Reasons beyond the control of the Promoter. In such circumstances, the timelines set for delivery of possession of the Unit for occupation and use of the Applicant(s) and completion of the Project shall stand automatically extended for the period during which the force majeure conditions were in force/operation.

22. The Applicant(s) shall be construed to have taken the actual physical possession of the Unit only upon issuance of Possession Certificate by the Promoter. The Applicant(s) further understands and agrees that the Possession Certificate shall be issued by the Promoter only after clearance of all dues by the Applicant(s) in respect of the Unit including possession charges.

SIGNATURE _____ _____

23. The Applicant(s) agree not to occupy the Unit prior to issuance of the Possession Certificate by the Promoter. The Applicant(s) fully understands and agrees that in case the Unit is occupied by him/her/them/it prior to issuance of the said Possession Certificate, the same shall be at his/her/its own risk, cost and consequences and under such circumstances, the Applicant(s) shall be liable to pay such fine, penalty, charges, etc. as may be imposed by the concerned authorities and/ or the Promoter at that point of time and the Promoter shall be entitled to cancel allotment of the Unit in the Project.

24. After receipt of the Total Price and other charges payable by the Applicant(s) and offer of possession of the Unit by the Promoter, a conveyance deed shall be executed and registered in favour of the Applicant(s) in the format specified by the Promoter. The Promoter shall have discretion to execute and register the conveyance deed of the Unit prior to completion of the Project on such terms and conditions as may be considered appropriate by the Promoter.

25. The allotment of the Unit shall remain provisional till the time Agreement for Sale is executed and registered pursuant to the provisions of RERA. Upon being so required by the Promoter, the Applicant(s) shall execute and register the Agreement for Sale within 60 days of receipt of an intimation in this regard from the Promoter, failing which the Promoter shall be entitled to cancel the allotment of the Unit to the Applicant(s) and forfeit the Booking Amount and any other amount received from the Applicant(s) in accordance with the applicable laws. The Agreement for Sale shall set forth in detail the terms and conditions of sale of the Unit in the Project which shall be read together with the terms and conditions provided in this Application Form or any other document issued by the Promoter and in case of any inconsistency in terms and conditions of such documents, then the terms & conditions contained in the Agreement for Sale shall prevail.

26. The Applicant(s) shall clear his/her/their/its dues within 15 days from the date of issuance of letter of offer for possession of the Unit as per the statement of account sent along with the said letter.

27. The Applicant(s) shall become a member of the residents' welfare association of the Project that may be formed by the allottees in the Project as and when asked to do so, and shall bear and pay all charges and expenses payable with respect to the same.

28. Subject to the provisions of RERA, the Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various common areas, services and facilities in the Project as may be decided by the Promoter or the association of allottees in the Project. The

maintenance charges along with applicable GST shall be paid in advance for such period as may be specified by the Promoter at the time of offer of possession of the Unit in the Project.

29. After allotment of the Unit in the Project, the Applicant(s) shall ensure that no damage is caused to unit of other allottee(s), common area, equipment and amenities in the Project by any action or omission of the Applicant(s). The service areas, if any, as located within the Project, shall be earmarked for purposes and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses for the Project (including extension thereof, if any, on the adjacent land parcels) as well as adjacent project(s) being developed by the Promoter and/or its group entities, and the Applicant(s) shall not have or raise any objection in this regard.

30. The Applicant(s) shall not sell, transfer, assign or part with his/her/their right, title or interest in the Unit or any part thereof, even after the allotment is made in his/her/their favour, until all the dues payable to the Promoter are fully paid and the Deed of Conveyance / Sale is executed and registered in his/her/their favour. The Applicant(s) is/are, however entitled to get the name of his/her/their nominee(s) substituted in his/her/their place on record with the prior approval of the Promoter, which may be permitted by the Promoter at its sole discretion on such terms and conditions as it may deem fit. Till the date of execution and registration of conveyance deed of the Unit in favour of the Applicant(s), the Promoter shall for all intents and purposes continue to be owner of the Unit in the Project, and this Application Form or the Agreement for Sale shall not give to the Applicant(s) any right, title or interest in the Unit.

31. In the event the Applicant(s) obtains a loan from any Bank or Financial Institution for payment of the Total Price (or part thereof) in respect of the Unit, the Applicant(s) shall solely be responsible and liable to ensure timely payment of the Total Price (or part thereof) to the Promoter, as and when due in accordance with the terms of the Payment Plan, even though the said loan or part thereof is not disbursed by the Bank / Financial Institution on time.

32. The Applicant(s) declares and confirms that in case of joint allotment of the Unit, failure to pay by anyone of them shall be deemed as failure to pay by all of them and all the Applicant(s)/Allottees shall be treated as one single person/entity for the purpose of this Application Form and all of them shall be liable for the consequences jointly as well as severally.

SIGNATURE _____ _____

33. The Promoter shall be entitled to offer the Project Land and receivables from the Unit (save and except the Unit) as a security for raising finance/loan from any Creditor/ Lender/ Financial Institution/ Bank/ NBFC. At the time of execution and registration of conveyance deed of the Unit in favour of the Applicant(s), the Promoter shall ensure that there is no encumbrance or lien or charge or interest on the Unit in respect of any finance/loan availed by the Promoter.

34. The Applicant(s) agrees that in case, the Applicant(s) is an Non-Resident Indian (NRI)/ Foreign National of Indian Origin/ Foreign Nationals/ Foreign Companies, then the Applicant(s) shall be solely liable and responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/guidelines made/issued thereunder and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immoveable properties in India. In case, any such permission is refused or subsequently found deficient by any statutory authority, the same shall constitute breach of the terms and conditions of allotment of the Unit stated hereof.

35. Events of Default, Cancellation and Consequences:

35.1. In the event the Applicant(s) commits breach of any of the terms and conditions contained in this Application Form or doesn't remits payments as per the payment plan annexed hereto, then the Promoter shall be entitled to terminate the Application/ Confirmation of Allotment if any, after giving 30 days' prior written notice to the Applicant(s) of its intention to do so, the Applicant(s) fails to remedy/ rectify such breach within stipulated period therein and the Application/ Confirmation of Allotment shall stand terminated ipso facto without any further act, deed or thing. Upon termination, the Applicant(s) shall have no claim, demand or grievance against the Unit and the Promoter shall be at liberty to dispose of the Unit to such person and at such price as the Promoter may in its absolute discretion deem fit. Upon termination of the Application Form/ Confirmation of Allotment, the Promoter shall be entitled to forfeit the entire Booking Amount paid by the Applicant(s) to the Promoter, and also deduct any brokerage expenses and other charges incurred by the Promoter and/ or applicable taxes/statutory dues/interest/penalties and shall refund the balance amount to the Applicant(s) from the sale proceeds upon the sale of the Unit to a third party.

35.2. Subject to compliance of the Applicant(s) with the terms and conditions of allotment of the Unit, if there is an unreasonable delay in offering the Unit for possession beyond the period as stipulated other than on account of an Force Majeure Event(s), delay on the part of the Competent Authority to grant approvals and other similar circumstances, the

Promoter would pay to the Applicant(s) compensation in the form of simple interest at the rate prescribed in RERA on the amount paid by the Allottee(s) for the period of delay in offering the possession of the Unit beyond the agreed date. However, such payment shall be first adjusted towards any outstanding dues of the Applicant(s) in respect of the Unit pursuant to this Application Form or the Agreement for Sale and any balance after such adjustment shall be paid to the Applicant(s). However, in the event of any such default or negligence is attributable to the Applicant(s)' fulfilment of terms and conditions of allotment of the Unit, then the Promoter shall be entitled to reasonable extension of time in delivery of possession of the Unit to the Applicant(s).

35.3. If for any reason the Promoter fails to offer possession of the Unit on/or before the Possession Date, the Promoter shall refund on request of the applicant, the amount deposited by the Applicant(s) along with simple interest at the rate prescribed in RERA for the period during which amount paid by the Applicant(s) were held by the Promoter within a period of 45 (forty- five) days of such decision to not offer possession of the Unit to the Applicant(s). However, the Promoter shall not be held liable for any other damages/compensation on this account in any other manner. It is also made clear to the Applicant(s) that if any interest or charges are payable by the Applicant(s) to the Promoter pursuant to this Application, Allotment Letter or Agreement for Sale, that amount shall be set off against the refund due to the Applicant(s) and the balance amount shall be paid to the Applicant(s) by the Promoter.

35.4. On cancellation / termination of this Application Form/Confirmation of Allotment, the Applicant(s) shall have no right, title, interest, claim, demand, lien or dispute of any nature whatsoever either against the Promoter or against the Unit or the Project. The Applicant(s) hereby irrevocably authorize the Promoter to execute and register such necessary deeds, documents and writings, for and on behalf of the Applicant(s), in respect of and relating to the termination of this Application Form/Confirmation of Allotment including a Deed of Cancellation/Termination, without any reference or recourse to the Applicant(s).

36. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of these presents or the construction or application thereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the Parties hereunder or as to any act of commission or omission of any Party or as to any other matter in anyway relating to these presents shall be referred to the arbitration by a sole arbitrator to be appointed mutually by the Parties, whose decision shall be final and binding upon the Parties. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The seat andp venue

of the arbitration proceedings shall be at Gurugram (Haryana) and the language shall be English.The Applicant(s) shall be bound to notify promptly in writing to the Promoter for any change in the preferred address for all correspondence and/or in his email ID and other relevant contact details and in the absence of any such notification by the Applicant(s), all communication (including the demand letters for the payments) shall be deemed to have been duly served, if sent to the Applicant(s), on the address/email ID mentioned in this Application Form.

37. The Applicant(s) shall be bound to notify promptly in writing to the Promoter for any change in the preferred address for all correspondence and/or in his email ID and other relevant contact details and in the absence of any such notification by the Applicant(s), all communication (including the demand letters for the payments) shall be deemed to have been duly served, if sent to the Applicant(s), on the address/email ID mentioned in this Application Form.

38. In case of joint applicants, the communication sent to the first Applicant shall be deemed to have been sent to other Joint Applicant(s).

39. The Applicant(s) grants his/ her/ their consent to the Promoter to communicate its marketing communication and /or its affiliates by letters/email/voice, SMS or otherwise, to the contact details of the Applicant(s) as mentioned in this Application Form.

40. The Applicant(s) shall indemnify and keep the Promoter, its directors, partners, agents, employees, representatives and estate indemnified and harmless against the payments and observance and performance of all the covenants and conditions of allotment of the Unit and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s) as mentioned in this Application Form and the Agreement for Sale.

41. Subject to applicable laws, the Applicant agrees that the Promoter shall have the right to transfer ownership of the Project in whole or in part to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Promoter without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.

42. The Promoter is entitled to combine the additional land parcels, whether acquired in past, present or future, with the Project Land and to obtain additional license for construction

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and development of a real estate project on the said additional land parcel, without any objection or interference from the allottees in the Project. The Promoter shall be entitled to connect the electric, water, sanitary and drainage connections, power backup (if any), common area, facilities and services for the Project and extension thereof on the adjacent land parcels.

43. The terms and conditions for allotment of the Unit in the Project mentioned in this Application Form shall be supplemental and in consonance with the terms and conditions of the Agreement for Sale. The general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sale of the Unit and may further be supplemented and / or amended by the terms and conditions of allotment as mentioned in the Agreement for Sale and the Conveyance Deed thereafter.

44. The invalidity of any of the terms, conditions or stipulations of this Application Form shall not affect the validity of the remaining terms, conditions or stipulations of this Application Form or the validity of the Application Form itself.

45. No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application Form shall constitute a waiver thereof and no single or partial exercise or enforcement of any rights or remedies under this Application Form shall preclude or restrict further exercise or enforcement of any such rights or remedies.

46. The Applicant(s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application Form and its Annexures and all writings and communications, plans, drawings, approvals relating to the Project as confidential and shall not disclose the same to any third party(ies) and neither use, nor reproduce for use in any manner whatsoever the same, save and except to any family member and/or lender for the Unit. This clause shall survive the termination of this Application /Confirmation of Allotment of the Unit.

47. The singular includes the plural and vice versa and any work or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.

48. The Applicant(s) has fully read and understood the above-mentioned terms and conditions and agrees to abide by the sameand undertake to faithfully abide by all the terms and conditions of this Application Form.

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ANNEXURE-A
PAYMENT PLAN

PAYMENT PLAN	
TIME LINK PAYMENT PLAN	
At the time of Booking	10% of Basic Unit Cost
Within 30 days of booking on the day of registration of agreement for sale	10% of Basic Unit Cost
Within 60 days from the date of Booking	20% of Basic Unit Cost
Within 6 months from the date of Booking	20% of Basic Unit Cost
Within 12 months from the date of Booking	15% of Basic Unit Cost
Within 24 months from the date of Booking	15% of Basic Unit Cost
On Offer of Possession	10% of Basic Unit Cost + Other charges/possession charges payable at the time of possession
FLEXI PAYMENT PLAN (40:30:30)	
At the time of Booking	10% of Basic Unit Cost
Within 30 days of booking on the day of registration of agreement for sale	30% of Basic Unit Cost
On completion of super structure /12 Months whichever is earlier	30% of Basic Unit Cost
On Offer of Possession	30% of Basic Unit Cost + Other charges possession charges payable at the time of possession

POSSESSION LINKED PLAN (30:70*)	
At the time of Booking	10% of Basic Unit Cost
Within 45 days of Booking	20% of Basic Unit Cost
On Offer of Possession	70% of Basic Unit Cost + Govt. & Other charges

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