

Apartment No. :
Project : OMARA

First Applicant's self-attested Passport Size Colored Photograph

Second Applicant's self attested Passport Size Colored Photograph
--

Third Applicant's self attested Passport Size Colored Photograph

**APPLICATION FOR PROVISIONAL BOOKING OF AN APARTMENT
IN THE RESIDENTIAL GROUP HOUSING PROJECT NAMED AS "OMARA"
SECTOR 80 GURUGRAM**

Date: _____

M/s. Trehan Promoters & Builders Private Limited,

Dear Sir(s)/ Ma'am (s),

I/ We, the Applicant(s), understand that M/s. Trehan Promoters & Builders Private Limited (**Promoter**) is developing a Residential Group Housing Project known as "**OMARA**" situated at Group Housing Plot Nos. GH-3B & GH-3C, Sector 80, Gurugram Manesar Urban Complex, District Gurgaon, comprising of inter-alia multistoried apartments, parking spaces community facility and other common areas for the exclusive and benefit of the apartments (collectively "**Project**"). A separate independent club with a curated membership and common amenities and facilities ("**Club**") is also envisaged by the Promoter for exclusive use and benefit of the residents/ allottees of the Project, which shall form part of the common areas of the Project. The Project is proposed to be developed on plot of lands admeasuring in the aggregate approx. 20,558 square meters ("**Said Land**").

I/we hereby request(s) for provisional allotment of an apartment of approx. [_____] square feet/meters carpet area, along with right to use [_____] covered parking(s) [and [_____] storage space admeasuring [_____] in the basement floor] and pro-rata right to use the Common Areas (Common Areas) as defined under clause (n) of Section 2 of the Act read with rule 2(1)(f) of the Rules (hereinafter referred to as the "**Apartment**") in the Group Housing Project named "**OMARA**", on the terms and conditions as enumerated herein.

1) **FIRST APPLICANT:**

Mr./ Mrs./ Ms. _____

Son/ Daughter/ Wife of _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin : _____

Aadhaar No. _____

PAN _____

Mobile No. _____

Email ID _____

Correspondence Address _____

Permanent Address _____

Second Applicant:

Mr./ Mrs./ Ms. _____

Son/ Daughter/ Wife of _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin: _____

Aadhaar No. _____

PAN _____

Mobile No. _____

Email ID _____

Correspondence Address _____

Permanent Address _____

Third Applicant:

Mr./ Mrs./ Ms. _____

Son/ Daughter/ Wife of _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin : _____

Aadhar No. _____

PAN No. _____

Mobile No. _____

Email ID _____

Correspondence Address _____

Permanent Address _____

In case of Company/ Partnership Firm/ HUF:

M/s. _____

Through its Authorized Signatory/ Partner/ Karta _____

Correspondence Address: _____

Permanent Address: _____

Nationality: _____

Mobile No.: _____

Email : _____

PAN : _____

2) Details of Apartment:

(a) Apartment No. : _____

(b) Floor : _____

(c) Building/ Tower No. : _____

(d) Carpet Area : _____

(e) Exclusive Balcony Area : _____

(f) Covered Parking(s) No(s) : _____

3) Cost of the Apartment/ Total Price: Rs. _____/-

[Rupees _____ only] on Carpet Area basis.

I/We hereby agree that in case, the Promoter accepts this booking application and provisionally book the Apartment, I/We shall pay the total price as detailed hereinabove.

Booking Amount, being 10% of the Total Price: Rs. _____/- (Rupees Only)

I/ We hereby enclose herewith Demand Draft/ RTGS/ NEFT/ IMPS/ Bank Draft/ Cheque No. _____ dated _____ Bank, _____ Branch for Rs. _____, being part of the Booking Amount in favour of the "Trehan Promoters and Builders Pvt Ltd OMARA Project Master Accounts" payable at _____ or through Electronic Transfer in account no. _____ maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, _____ being the part / full booking amount for the Apartment / Unit in the Project 'OMARA'. I/We agree that my/our Application would be considered for the allotment subject to the due realization of the initial booking Amount and agree to pay further installments as stipulated and/or as demanded by the Company as per the Payment Plan ('Schedule-IV') opted by me/ us..

My / Our decision to apply for the booking and allotment of the Apartment / Unit is based on independent confirmation, investigation, physical inspection, judgement and satisfaction and is not influenced by any illustrative architect's plans, oral or verbal communication with any of the Company's employee, channel partner, real estate agent, advertisement, sales plan, brochures, warranties or estimates of any nature, whatsoever made by or on behalf of the Company.

I/We are applying for the provisional allotment of a Residential Apartment / Unit with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana / the Project , development whereof is being / will be undertaken, which have also been verified by me/us.

I/We understand that the Project comprises of nos. of High-Rise Residential Tower(s) including basements and the same is registered under the provisions of The Real Estate (Regulatory and Development) Act, 2016 vide Registration No. _____ of 2026 dated _____ 2026 in the name of the Company.

I/ We, hereby confirm that the balance Booking Amount, 10 % of the Total Price (as defined hereinabove) of the Apartment shall be paid to the Promoter within 30 days from making this booking application.

I/ We understand that the Total Price as mentioned above includes taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project) paid / payable by the Promoter up to the date of handing over the possession of the Apartment for residential usage along with parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession. Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the Promoter shall be increased/ decreased based on such change / modification.

The Total Price is exclusive of possession charges, services connection charges, maintenance charges, stamp duty, registration and administrative charges, which I/We shall pay as applicable.

The possession and maintenance related charges / deposits shall be payable towards the following:

S.No.	Head	Amount
1.	Club Membership Charges, as applicable.	
2.	Interest Free Maintenance Security Deposit (IFMS), as applicable	
3.	Maintenance Charges for the management and maintenance of the Common Areas (including the Club) including management fee of any third-party property manager appointed for the management of the Project on a pro rata basis, as applicable	
4.	Utility Charges including electricity connection charges and meter charges, water connection charges, sewerage connection charges, external electrification charges, and like, as applicable	
*Service Tax/ VAT/ GST payable on all amounts payable by me/ us as applicable will be extra		

Payment Plan (Schedule I):

- (a) Option I ()
(b) Option II ()
(c) Option III ()
(d) Option III ()
(Tick whichever is applicable)

- 4) Channel Partner's Name: _____
Mobile No. _____
Email . _____
RERA Number _____
Stamp & Sign _____

I / We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any booking against this Booking Form is subject to the terms and conditions, which are mentioned overleaf to this Booking Form.

I/We undertake to inform the Promoter of any changes in my/our address or in any other particulars / information,

given above, till the booking of the said Apartment is registered in my/ our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Promoter shall be deemed to have been received by me/us.

I/We agree to abide by the terms and conditions as annexed to this Booking Form and the terms as laid down in the Agreement. I/We hereby confirm that I/we have seen and read the standard drafts of Allotment Letter, Agreement, Sale Deed and I/ we agree to abide by the terms and conditions as annexed to this Booking Form and the terms as laid down in the Allotment Letter, Agreement, and Sale Deed, along with any other documents/ agreements that may be required to be executed by me/us in connection with the purchase of the Apartment or the subsequent maintenance and management of the Project.

I/We acknowledge that the Promoter and [] (“Manager”) have entered into a management agreement dated _____ (“**Management Agreement**”) to manage the Project (including the Club) to be developed on the Said Land, which upon formation of the association of allottees of the Project (“**Association**”) and handover of the Project to the Association, shall be novated in favour of the Association. I/we further acknowledge and confirm that we have inspected the copy of the Management Agreement and agree to abide by the same at all times.

I/ We also agree that the provisional allotment of the Apartment shall be at the absolute discretion of the Promoter and in case of rejection of my Booking Form, I/ We undertake not to claim any compensation or interest from the Promoter except the refund of my/ our initial Booking Amount in term hereof.

I/We confirm that I/we have relied on our own independent judgment, investigation, physical inspection of the Said Land and inspection of documents including relevant sanctioned plans, development plan, statutory approvals, the relevant information and details in deciding to make the present Booking Form, and have not based my decision upon and/or have not been influenced by any illustrative architect’s plans, advertisements, sales plans and brochures, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by or on behalf of the Promoter.

I/ We understand that execution of this Application Form does not constitute an agreement and does not grant any right to me/ us in the Apartment / Unit unless an Agreement for Sale/ Builder Buyer Agreement has been executed by me/ us and unless the Company is in receipt of ten percent (10%) of the Total Consideration Value (as defined hereinafter) of the Apartment / Unit or such other lesser amount as may be decided by the Company.

Signature of the Applicant (s)

Date:

Place:

Enclosed: Documents as per Schedule II

DEFINITIONS

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

“**Act**” means the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016);

“**Application**” means this booking form for allotment of an apartment in the Project filed by the Applicant(s) and submitted to the Promoter.

“**Rules**” means the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.

TERMS & CONDITIONS

1. This Booking Form indicates my/our offer to be associated with the Project. By submitting this Booking Form, I/we do not become entitled to the provisional allotment of the Apartment in the Project. This Booking Form is being made after being fully satisfied about the rights, title and interest possessed by the Promoter over the Project. The provisional allotment shall be confirmed only after execution of the Agreement for Sale (hereinafter referred to as the “**Agreement**”) within the timeline stipulated by the Promoter and execution of other documents in relation to the Apartment as may be required by law and I/we will not have any right or entitlement to any area in the Project till execution of the Agreement and other documents required by the Promoter as per the Act/ Rules.
2. I/we have reviewed and are satisfied in relation to the title and statutory compliance with regards to the provisional drawings/ layout/ floor plans/ elevations/ walk- through/ unit plan and approvals as have been granted by the competent authority. I/we understand that the same are subject to minor changes and alteration during the course of construction or at any time, as may be advised by the authorized architect or engineer of the Project and/or as may be deemed necessary due to architectural and structural reasons. I/we shall raise no objection in that behalf and the cost of the Apartment shall accordingly be changed.
3. I/we understand that the Total Price of Apartment is calculated on the basis of Carpet area only.

Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. I/we acknowledge that the Promoter has provided all the information and clarifications as required by me/us and that I/we are fully satisfied with the same and I/we have relied on our own judgment and investigation in deciding to apply for provisional allotment in the Project. I/we have not relied upon and/or is / are not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Promoter, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Project or Apartment. No oral or written representations or statements shall be considered to be a part of this Booking Form and that this Booking Form is self contained and complete in itself in all respects.
5. **BOOKING AMOUNT:** An amount equivalent to 10% (amounting to Rs. _____) of the Total Price of the said Apartment, shall be treated as Booking Amount. This Booking Amount is to ensure timely performance, compliance of my/ our obligations under this Booking Form or Allotment Letter or Agreement. The Booking Amount shall be payable by I/we as per the Payment Plan.
6. I/We understand and agree that all Cheques/ Demand Drafts/ RTGS/ NEFT/ IMPS remittances shall be issued/ deposited and payable at par drawn in favor of TREHAN PROMOTERS & BUILDERS PVT LTD OMARA MASTER ACCOUNTS and/or as stipulated by the Promoter from time to time in accordance with the Act. If any of the above-mentioned cheques gets dishonored for any reason whatsoever, then the Promoter shall be fully entitled, at its sole discretion to terminate the allotment and charge cheque dishonor charges at the rate @ Rs.500/- (Rupees Five Hundred Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the bank in respect of the same from time to time.
7. Notwithstanding the fact that the Promoter may have issued an acknowledgment by way of receipt for the money tendered by the Applicant(s) with this Booking Form, the Applicant(s) has clearly understood that this Booking Form is only a request of the Applicant(s) for the provisionally booking the allotment of the Apartment and does not constitute a final/ provisional allotment or an agreement.
8. I/we understand that timely payment of installments in full towards the Total Price of Apartment as per the Payment Plan is of essence. In case of failure by me/us in adhering to the Payment Plan in full, in addition to the Promoter's right to charge interest on unpaid amount from the due date of such installment at the rate prescribed in the Act/ Rules, I/we understand and agree that in case condition mentioned hereinabove continues for a period beyond 2 (two) consecutive demands and prevails after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment allotted in favor of me/us and refund the money paid by me/us after deducting the Booking Amount, government charges, taxes and levies (if any), commissions, brokerages paid and interest/ liabilities and the allotment or Agreement (if executed) shall thereupon stand terminated, provided that the Promoter shall intimate me/us about such termination at least 30 (thirty) days prior to such termination.

9. I/we understand that, in case I/we request for cancellation of allotment of the Apartment, the Booking Amount paid by me/us will be forfeited in its entirety. The cancellation shall be done as per the terms specifically set out in the Act and Rules.
10. I/we agree and undertake to pay all charges towards electricity, water and sewerage connection, maintenance charges, power back up charges, IFMS, AMC charges, sinking fund, transfer charges etc. for upkeep and maintenance of various common area and facilities of the Project as may be called upon by the Promoter or association of allottees or by the maintenance agency appointed for the said purpose including the Manager.
11. I/we understand that Promoter may alter/ change/ amend the layout plans, architectural design, maps etc., of the Apartment / Project as per the applicable laws and regulations and I/ we consent to such changes.
12. I/we understand that I/we shall only have undivided and indivisible pro-rata right to the Common Areas including the common facilities, amenities and recreational areas, open roads for ingress and egress, open areas, terraces, lobby, entrance lobbies etc., as envisaged in this Project, which shall be handed over by the Promoter to the Association in accordance with the Act and Rules. I/ we acknowledge that I/we will have limited right use of the said Common Areas along with other occupants of the Project and such Common Areas will be identified by Promoter in its sole discretion in the project governing documents including in the declaration to be filed under Haryana Apartment Ownership Act, 1983 and the rules made thereunder.
13. I/we agree and confirm that the Promoter is free to develop and construct the whole Project in multiple phases as per Promoter's time-schedule and/or develop additional towers/ apartments and/or join additional lands and to integrate the infrastructure including but not limited to connect the electric, water, sanitary, power back up, air-conditioning, drainage fittings, sewage connections in the future and additional construction/development with the existing infrastructure in the overall interest of the Project and I/we further confirm that I/we have no objection in this regard.
14. I/we agree that the Promoter shall have the right to accept or reject the 'Request for Provisional Booking' upon scrutiny at its sole discretion without assigning any reason whatsoever. I/We agree that in case, this Booking Form is not accepted by the Promoter, no claim of any nature, monetary or otherwise, would be raised by me/us except that the Booking Amount paid by me/us, shall be refunded to me/us without any interest within a period of 45 days of intimation of such rejection.
15. I/we shall, before taking possession of the said Apartment, clear all the dues/ payment in respect of the said Apartment and execute Sale Deed in we/our favour after payment of requisite stamp duty, registration fee, taxes and other charges/ expenses.
16. I/we acknowledge that the Promoter shall offer possession of the Apartment in the Project tentatively on or before 31st July 2032 or such extended period as may be granted by Real Estate Regulatory Authority ("RERA") along with a grace period of 06 (Six) months. The handover of possession of the Apartment may be extended if there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature or any government/ court order affecting the regular development of the Project or any other reasons beyond the control of the Promoter including non-provision of adequate infrastructure facilities as on the date of booking or at handing over of possession which is to be provided / developed by the Government / nominated government agency ("Force Majeure"). If, however, the Promoter is unable to offer possession within the time period as aforesaid, except for delay on account of (i) Force Majeure event, (ii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s), then the allotment shall stand terminated and the Promoter shall refund to me /us the amounts received by the Promoter from the allotment within 90 days from the date of termination / cancellation. After refund of the money paid by me/us, I/we agree, that I/we shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Booking Form and/or Agreement (if executed).
17. I/We understand that in case of Joint Applicants all communication shall be sent to the First Applicant in the Booking Form at the address/ email given by him/ her/ it/ them mentioned therein, and the same shall be considered as properly served on all Applicants.
18. I/We understand any request for change in choice of Apartment(s)/ Floor/ Tower is strictly subject to availability and in any case, is subject to the absolute discretion of the Promoter. The Promoter is entitled to reject any such requests without assigning reasons.
19. I/We agree and understand that this Booking Form/ subsequent provisional allotment is not transferable/ assignable to any third party without prior permission of the Promoter, which consent may be given, subject to conditions, or denied by the Promoter in its sole discretion and shall be subject to payment of transfer charges

by me/us. I/We shall be solely responsible and liable for all legal, monetary or any consequences that may arise for and from such nominations, if so permitted by the Promoter.

20. I/We agree and understand that presently the Project is designed on the basis of permissible FAR prevalent in the Gurgaon master plan of _____. I/ We further understand that the Promoter may in future revise the designs based on any increase in FAR due to any revisions in bye laws/ master plans and I/we have no objection to the same and in case the Promoter gets additional floors approved in future and gets additional apartments within the said Project. The Promoter shall have the sole discretion and right to utilize any additional FAR granted to the Project by any statutory authority, including but not limited to constructing additional buildings / floors in the Project/Towers as per the approvals granted by the statutory authorities. I/ We further understand and agree to give my/ our consent/ no objection, as and when required, for additional FAR granted to the Promoter in the Project, and the additional development to be carried out to utilize such additional FAR.
21. I/we understand that the Promoter may raise finance/take a loan from any financial institution/ bank etc. by creating charge on/ mortgage/ encumbrance on whole or part of the Project or the receivables, for which I/we hereby give my/our consent. However, such charge shall not affect the right and interest of the Applicant(s). I/we acknowledge that I/we may with prior written permission from the Promoter raise and /or avail loan facility from banks or financial institutions for purpose of raising finance towards purchase of the Apartment. I/We further acknowledges that any delay on account of raising and/or availing said loan shall not absolve me/ us from making timely payment of the Total Price or part thereof.
22. I/We shall pay all applicable levies, vacant land tax, property taxes, labour cess, cesses, fees and all other such taxes/ charges in relation to the said Apartment whether presently applicable or which may be introduced in future. All statutory charges known by any nomenclature including taxes, cess, VAT, GST, service tax and other levies including any incidence of enhancement therein, demanded or imposed by the Govt. / concerned Authorities shall be payable proportionately by me/us from the date of this Booking Amount, without demur and protest. I/ We further agree and understand that the provisional allotment shall be subject to me/us paying the requisite stamp duty and registration charges and registering the Agreement within the timelines as stipulated by the Promoter.
23. The Applicant, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Booking Form or Agreement. Any refund, transfer of security, if provided in terms of the Booking Form or Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in regard to matters specified in this clause. The Applicant shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant subsequent to the signing of the Agreement or prior to the execution thereof, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Applicant and such third party shall not have any right in the application/allotment of the Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant only.
24. In order to look after administration and management of essential common infrastructure facilities in the Project, the Promoter will facilitate formation of a single Association comprising of all allottees of the Project, over a period of time, the charges for which shall be proportionately contributed by all such allottees. However, till then the role of the Association shall be performed by the Promoter or its assignee/ appointed maintenance agency at the proportionate cost/ contribution of the respective allottees.
25. The Applicant accepts and understands that the Applicant shall join the Association to be registered with the jurisdictional registrar of societies and as recognized by the Project, for the Project and on behalf of all the allottees and to pay any fees/ subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
26. The Applicant acknowledges that the Promoter and Manager have entered into the Management Agreement to manage the Project (including the Club) to be developed on the Said Land, which upon formation of the Association, and handover of the Project to the Association, shall be novated in favour of the Association, of

which the Applicant has been made aware at the stage of promotion of the Project, and also at the time of Applicant making this Booking Form for the Apartment. The Applicant hereby agrees and undertakes to co-operate and take all steps necessary to give effect to such novation of the Management Agreement in favour of the Association. Applicant undertakes and agrees to procure the acceptance by the Association of the novation of the Management Agreement, and/ or adoption or amendment of the by-laws of the Association as are necessary to ensure that the Management Agreement continues to remain in force and effect from the date of constitution of the Association, and handover of Common Areas to the Association.

27. The Applicant has inspected the Management Agreement and has understood the rights and obligations of the parties therein. I/We further confirm and acknowledge that but for the my/our consent to be bound by the terms as contained in the Management Agreement, I/we would not be considered for allotment of the Apartment and in the event the I/we am/are disagreeable to the terms of the Management Agreement I/we can seek cancellation of the booking and return of any amount(s) deposited towards booking of the Apartment, if any, subject to the rules & regulations governing forfeiture of such amount(s) prior to the execution of the Agreement For Sale.
28. The Applicant further understands the Applicant's unequivocal consent to be bound by the Management Agreement forms a condition precedent for allotment of the Apartment.
29. I/We undertake that I/we shall, jointly with the other allottees of the Project, observe and perform all the terms and conditions of the Management Agreement as required therein. I/We also acknowledge and agree that pursuant to the terms of the Management Agreement, during such time that the Project is managed by the Manager, Applicant and the other owners within the Project are obligated to pay to Manager for its management services the Management Fee (as defined in the Management Agreement), in addition to the other fees and charges for the Project.
30. The Applicant further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/ or other writings as required, at the sole discretion of the Promoter or nominated maintenance agency (including the Manager on behalf of the Promoter), for the purposes of framing rules for management of the Project and the Applicant(s) also agree(s) and confirm(s) not to raise any disputes/ claims against the Promoter or nominated maintenance agency (including the Manager) and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Applicant(s) and/ or Association for any act, deed, matter or thing committed or omitted to be done by the maintenance agency in the due course of such maintenance, management and control of the Project, and/ or Common Areas.
31. The Applicant represents that it had made the Booking Form being aware of the Management Agreement and the novation thereof (as applicable) executed between the Promoter and the Manager and that it shall neither do nor omit to do anything that directly or indirectly jeopardises the rights and obligations of the parties thereunder.
32. The Applicant accepts and understands that the provisions of maintenance services and use and access to the Common Areas (including parking spaces) in the Project shall at all times be subject to payment of all costs, charges, fee etc., by whatever name referred to, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds, reserve fund, etc. ("Maintenance Charges") to the Manager on behalf of the Association under the terms of the Management Agreement and performance of all conditions, covenants, obligations and responsibilities of the Applicant under the Booking Form, Agreement, Sale Deed and the Management Agreement. The rates of maintenance and service charges shall be fixed by the Manager on behalf of the Association under the terms of the Management Agreement.
33. The Applicant accepts and understands that Maintenance Charges shall be fixed based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of offer of possession regardless of the actual date of possession or otherwise and the Applicant undertakes to promptly pay the same. The Applicant accepts and understands that estimates of Maintenance Charges shall be shared by the Manager on behalf of the Promoter till such time the Association is formed, and thereafter when formed, on behalf of the Association in accordance with the terms of the Management Agreement.
34. The Applicant understands and acknowledges that the Manager has been appointed as the exclusive property manager of the Project under the Management Agreement, and so long as the Management Agreement is subsisting, the Applicant shall not, and shall ensure that the Association does not, appoint any other manager, caretakers or the like for management or maintenance of any portion of the Project.
35. I/We hereby agree that any notice shall be sufficiently given if it is in writing and sent by registered post/courier addressed to the respective address mentioned herein above or such other address as may be subsequently notified by the Promoter and/or Applicant(s) in writing. Every such notice shall be deemed to have been given or made

on the day on which such notice ought to have been delivered in due course of postal or telegraphic communication. In proving the service of any such notice it shall be sufficient to prove that it was duly addressed and posted or transmitted as aforesaid.

36. I/We agree to indemnify and keep the Promoter, its agents, representatives indemnified and harmless against any loss, damage or liability that may arise due to payment/non -payment, observance/non -observance or performance/non-performance of the said covenants and conditions mentioned in the Booking Form. I/we shall pay such losses on demand to the Promoter. This is in addition to any other right or remedy of the Promoter.
26. All the term and conditions imposed as per the Act and Rules shall be abided by me/us.
27. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Booking Form, shall be settled amicably between the parties mutually, failing which the same shall be settled in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State, from time being in force. The courts at Gurugram shall have exclusive jurisdiction.

I/ we, the applicant (s) herein do hereby declare that the above terms and conditions have been read/ understood by me/ us and the same are acceptable to me/ us. I/ we the applicant (s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein.

Signature of the Applicant(s)

Date :

Place :

Schedule I

Payment Plan

Standard Payment Plan		
#	Particular	% Due
1	Token Money	5%
2	Within 30 days date of booking & Agreement registration	5%
3	Within 120 days from Booking	20%
4	On Completion of Tower Basement	10%
5	On Casting of 7th Floor slab	10%
6	On Casting of 20th Floor slab	10%
7	On Casting of 30th Floor slab	10%
8	On completion of Terrace floor	10%
9	Completion of the of lift lobbies	5%
10	On Application of OC	10%
11	On offer of possession + Possession related charges	5%
	Grand Total	100%

In addition to the Total Consideration Value, the Applicant(s) shall be liable to pay the following:

In addition to the Total Consideration Value, the Allottee(s) shall be further liable to pay the following charges which shall be determined/payable at the time of the Notice of Offer of Possession:

- a) Power Back-Up Charges.
- b) Labour Cess Charges.
- c) Amount of external electrification connection including cost of setting up of switching station/ ESS as per actual.
- d) Exclusive right to use of allocated car parking space (including additional car parking space, only subject to availability)
- e) Club Membership Charges and Usage Charges.
- f) Interest Free Maintenance Security (IFMS @ Rs. 200/- per sq. ft. of final Carpet Area to the nominated Maintenance Agency/ RWA/ Association of Allottee(s)) and Sinking Fund (as applicable) of the final Carpet Area.
- g) Advance Maintenance Charges payable to nominated Maintenance Agency and thereafter monthly maintenance charges payable to nominated Maintenance Agency/ Company/ RWA/ Association of Allottees, as the case may be.
- h) Water Connection Charges.
- i) Gas Connection Charges.
- j) Sewerage Connection Charges and Storm Water Drainage Connection Charges.
- k) Applicable Stamp Duty and Registration Charges towards Agreement for Sale/Builder Buyer Agreement as and when the same is to be registered.
- l) Applicable Stamp Duty and Registration Charges towards registration of Conveyance Deed.
- m) Any charges for additional services provisioned for/availed by the Allottee(s).
- n) Any revision in statutory charges as communicated by the Company from time to time.

SCHEDULE II

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BOOKING FORM

It is mandatory to affix a recent passport size photograph of all the Applicant(s) in designated places in the Application.

Documents to be submitted:

Resident of India

- Copy of PAN Card & Aadhar Card
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company.

Partnership Firm/LLP

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.
- GST No. _____

Company

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address (lease/rent agreement, company bank account statement, government electricity/telephone bill).
- Board Resolution authorizing the signatory of the Booking Form to execute the Application and the Agreement, on behalf of the Company.
- GST No. _____

Hindu Undivided Family (HUF)

- Copy Of Pan card of HUF.
- 2 Passport size Photographs.
- Authority letter from all coparceners' authorizing the Karta to act on behalf of the HUF.

NRI/ PIO/OCI

- Copy of Individual's Passport/ PIO/OCI Card.
- Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.