

— HARERA REG. NO. 38 OF 2018 —

Application Form



SECTOR 89, NEW GURGAON

HARERA REG. NO. 38 OF 2018

APPLICATION FORM UNIT NO: _____ DATE: _____

And

ORRIS MARKET 89 Orris Infrastructure Private Limited

Application for Provisional Allotment of Shop/Retail Space in Orris Market 89, Sector 89, Gurgaon (Haryana)

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

Dear Sir /Madam,

I/We (hereinafter referred to as "Applicant") that I/We be booked for provisionally allotment of a Shop/Retail Space (hereinafter referred to as "the Unit") in a commercial project known as Orris Market 89(hereinafter referred to as "Project") to be developed by Orris Infrastructure Private Limited (hereinafter referred to as "Company") on area admeasuring 3.86 acres falling in Sector 89, Village Hayatpur, District Gurugram, Haryana (hereinafter referred to as "Project Land"). This project is being developed under license no. 59 of 2013 dated 16.07.2013 issued by the Director of Town and Country Planning, Haryana to Orris Infrastructure Private Limited for setting up of a commercial colony on the Project Land.

I/we has/have satisfied myself/ourselves about the right, title and interest of the Company in the project as well as the right to develop, sell and market the units in the project and have understood all limitations, restrictions and obligations in respect thereof.

I/we agree to sign and execute, as and when required by the Company, the Builder Buyer's Agreement/Agreement to sell containing the detailed terms and conditions of allotment of the Unit and other related documents as may be required by the Company.

I/We am/are enclosing herewith Cheque/Demand Draft No. _____ dated _____ in favour of "ORRIS INFRASTRUCTURE PRIVATE LIMITED" payable at " ___ " for Rs. _____ (Rupees _____ only) drawn on _____ Bank as the booking amount for the provisional

allotment of the Unit (hereinafter refe	rred to as "Booking Amou	nt").	
My/ Our particulars as mentioned bel	ow may be recorded for refe	erence and communications	
1. Applicant (Sole/First)Mr./Mrs./Ms/M/s			Please affix your
Son/Wife /Daughter of Mr./Mrs.	# x	19	self-attested
Nationality	Profession		photograph here
Designation	и t		
Company Name/ Firm Name	20	a	
Residential Status: Resident Indian	Non - Resident Indian	Foreign Nation	al of Indian Origin
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Third Applicant

Fourth Applicant

Second Applicant

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Sole/First Applicant

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Anniversary Date :			
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2. Applicant (Sole/First)Mr./Mrs./Ms/M/s	7 a g s		Please affix your
Son/Wife /Daughter of Mr./Mrs.		4 <u>3</u>	self-attested
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Second Applicant

Third Applicant



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3. Applicant				
(Sole/First)Mr./Mrs./Ms/M/s		(a)		Please affix your
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Son/Wife /Daughter of Mr./	Mrs	* n n * 2	2	photograph here
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Designation	3			
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Company Name/ Firm Name				
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Second Applicant

Third Applicant



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Son/Wife /Daughter of Mr./Mrs.		Please affix your self-attested
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Second Applicant

Third Applicant



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1. Payment Plan:	Installments		
 Preference of Said Unit to be purchased: Type Unit No. 	Carpet Area	(sq. mts.)	(sq. ft.)
Floor			
			#
3. Total Price based			
on carpet area includes the			
on carpet area			

Second Applicant

Third Applicant

PRICE BREAKUP	U	NIT NO.		
PARTICULARS	RS./SFT	RS.		
CARPET AREA				
BASIC			34	
PREFERABLE LOCATION CHARGES (PLC)			5	
INSURANCE			ta fa	
EDC/IDC CHARGES			1	
INTEREST FREE MAINTENANCE SECURITY (IFMS)	2 2		(E)	
ANNUAL COMON AREA MAINTENACE*			71	
GST AS APPLICABLE				
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Declaration:				
nereafter.	and conditions as ny amendment th ation Form are to of being false and appropriate lega is not an allotme	set out in the Appl herein from time to rue and nothing has d untrue on my / our l action at my / our	ication Form. I/ We us time. I / We further of s been concealed. In the our part, the Promoter costs, risks and conse	ndertake leclare ti ne event at its se quences
Declaration: We have fully read and understood the terms a bide by such terms and conditions including an edetails / information provided in the Applicance of the Promoter of the isoretion may cancel the Allotment and initiate a also clear to me/us that this application form	and conditions as ny amendment th ation Form are to of being false an appropriate lega is not an allotme only.	set out in the Applerein from time to rue and nothing has d untrue on my / our action at my / our and does not con with the Promoter :	ication Form. I/ We use time. I / We further of seen concealed. In the promoter costs, risks and consenstitute any right in the and till such time, the	ndertake leclare the ne event at its so quences e said Un
Declaration: We have fully read and understood the terms a bide by such terms and conditions including at the details / information provided in the Applicance of the Promoter of the considered in the Allotment and initiate also clear to me/us that this application form two shall be considered as intending Allottee(shall also abide by the Agreement to sell conditions signed and accepted by me/us here.	and conditions as ny amendment th ation Form are to of being false an appropriate lega is not an allotme only.	set out in the Applerein from time to rue and nothing has d untrue on my / our action at my / our and does not con with the Promoter :	ication Form. I/ We use time. I / We further of seen concealed. In the promoter costs, risks and consenstitute any right in the and till such time, the	ndertake leclare the ne event at its so quences e said Un

Place:

All Drafts/ Cheques are to be made in favour of "Orris Infrastructure Private Limited", payable at Gurgaon The Drafts/ Cheques are accepted subject to realization.

Sole/First Applicant

Second Applicant

Third Applicant



Bank charges for outstation cheques to applicant's account and credit from the date of actual receipt of funds.

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For Office Use Only:	
Name, Designation and Signature of the receiving	
officer	
Application Accepted / Rejected (Along with reason of rejection)	
Date of Acceptance/	
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Rejection	*****
Unit Allotted,,,,,,	
Name, Designation and Signature of the officer approving the Unit No	
Amount Received:	
Receipt No.:	
Booking: Direct/ Sales Organizer	
Name of the sales organizer	
KYC done by	
KTO done by	

Authorized Signatory
For Orris Infrastructure Pvt. Ltd.



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

I	authorized signatory of
	having RERA Reg. No, do hereby
foresaid Applicant(s) are personally verified pplicant(s) appended herein are subscribed ocument/ information found to be forged or	applicant(s) herein and documents/ID proof supplied by the down was and found to be genuine. The signatures of the aforesal in my presence. I shall be liable and responsible if the enclosed faked and resultant cancellation of booked Unit by the render/transfer/assignment allotment right by the aforesaid
ddress & Mobile No.	Signature of the Dealer with stamp
	Signature of the Dealer with stamp
Si	ignature Specimen
First	Applicant Signature
Specimen One	Specimen Two
	¹²¹
	a sa e
Co/Seco	ond Applicant Signature
Specimen One	Specimen Two
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HECKLIST	
Four Specimen Signatures have been Cheque for booking amount is in pro Self attested copies of PAN card and	oper name and duly signed and dated AADHAAR Card of all applicants are attached with the form foreign Nationals of Indian Origin is attached with the form
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Sole/First Applicant

Second Applicant

Third Applicant

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF SHOP/RETAIL SPACE/COMMERCIAL OFFICE SPACE IN ORRIS MARKET 89, SECTOR - 89, GURGAON, HARYANA

l.	I/we have applied for allotment of (herein 'Unit') in the Project named a on land admeasuring sq. mts. situated at Villag (popularly known as ")" ("said Project") bein
	developed and constructed under lawful arrangements by M/s (CII
), a Company registered under the Companies Act, 1956 having its Registere
	office at (herein referred to as "Promoter") on lan situated at Village
2.	I/We have complete knowledge of the Project, and have also seen the sanctioned building plans (includin
	all revisions thereof). I / We agree that the provisional allotment of the Apartment shall be subject t my/our Application being complete in all respects and the initial booking amount deposited with the Application Form realized by the Promoter. 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 Application, I We undertake not to claim any compensation or interest from the Promoter except the refund of my / ou
3.	initial booking amount.
υ,	Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
4.	Before applying for allotment of said Unit, I/we have verified the terms/ conditions of allotment and pric of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about th terms, conditions, price of the said Unit and nature of rights, title, interest of the Promoter in the said Project, which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the concerned Competent Authority (hereinafter referred to as "said Authority") and subsequent amendment
	thereof and has further understood all limitations and obligations in respect thereof. I/we further agree an undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued b said Authority in this regard to the Promoter.
5.	I/we acknowledge that the Promoter, as and when demanded by me/us, has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matters/things a specifically represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said Unit.
6.	The Promoter agrees to execute Builder Buyer's Agreement for the Apartment in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and any amendments made therein from time to time and prevailing as on the date of execution. The allotment of the Apartment shall be subject to terms and conditions of this Application Form, and / or Builder Buyer's Agreement (to be executed) and other such terms and conditions as in future may be applicable and I / We undertake to abid
7.	by such terms and conditions. I/we agree to make all payments within time in terms of schedule of payments as mentioned above and/o as may be demanded by the Promoter from time to time without any reminders from the Promoter through demand drafts/cheques drawn upon scheduled banks in favor of "
3.	payable at par. The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/charges/ levie etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Said Apartment to the applicant 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

Sole/First Applicant

Second Applicant

Third Applicant

subsequent amount payable by the applicant to the Promoter shall be increased/decreased based on such change / modification. I/we hereby understand that the Promoter shall confirm the final area of Said Unit that has been allotted to me/us after the occupancy certificate is granted by the competent authority, by

furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area, then the Promoter shall refund the excess money paid by me/us within ninety days with annual interest at prescribed rate MCLR + 2% per annum OR at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government, from the date when such an excess amount was paid by me/us. If there is any increase in the area allotted to me/us, then the Promoter may demand that from me/us as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the booking rate. However, if the Promoter has given any discount/concession to me/us at the time of booking, I/we agree that I/we shall not be entitled to claim such discount/concession from the Promoter if I/we are required to pay towards increase in the area of the said Unit to the Promoter. The Applicant(s) agree that if due to any change in the lay out/building plan the Said Apartment becomes preferentially located or additionally preferentially located, then the Applicants) shall pay as and when demanded by the Company, Preferential location charges/additional preferential location charges as may be applicable. The Applicant s) further agrees that if due to any change in the layout / building plan, the Said Apartment ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Applicant(s) and such refund shall be adjusted in the last installment as stated in the payment plan as opted by the Applicants).

- 10. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.
- 11. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone real estate Project.
- 12. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.
- 13. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of Total Price of the said Unit shall collectively constitute the booking amount.
 - (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in above and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/ reminders for payments. I/we understand and agree that in case I/we fail to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard I/we shall be liable to pay interest to the Promoter on the unpaid amount at prescribed rate MCLR + 2% per annum.
 - (ii) In case I/we fail to make payments for a period beyond 2 consecutive months after notice from the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the Said Unit and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc. The amount, if any, paid over and above the booking amount, interest on delayed payment due or payable, brokerage, dealer commission etc. shall, however be refunded to me/us or financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by me/us and the Agreement For Sale /Allotment Letter executed between the Promoter and me/us shall thereupon stand terminated and I/we shall be left with no right, title, interest, lien etc. on the said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.
 - (iii) Further, if any discount/ concession has been given by the Promoter in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied cost, then I/we hereby authorize the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of Total Price of the said Unit, which I/we hereby agree to pay immediately.

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- 14. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case I/we propose to cancel/withdraw from the Project without any fault of the Promoter, The Promoter shall be entitled to forfeit booking amount paid for the allotment. The balance amount of money paid by me/us shall be returned by the Promoter to me/us without interest within 90 days of such cancellation.
- 15. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- 16. All statutory charges, taxes, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Promoter. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that all applicable taxes shall be payable in accordance with the opted payment plan for payment of Total Price of the said Unit. If I/we fail to disburse the installment along with applicable S tax on Total Price of the said Unit in timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of Total Price of the said Unit and Applicant shall be liable to pay the due installments along with due taxes and interest, as applicable

17. I/we hereby agree that upon completion of the said Project/Building I/We shall enter into a Maintenance Agreement with the Promoter or any other nominated maintenance agency or other body as appointed by the Promoter from time to time for the maintenance and upkeep of the common areas and common services of the said Project and I/We hereby undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Promoter or its nominated maintenance agency.

- 18. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account.
- 19. I/we shall before taking possession of the Said Unit, must clear all the dues towards the Said Unit and have the Conveyance Deed for the said Unit executed in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 20. I/we shall use/ cause to be used the said Unit for designated Commercial/Office purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Said Unit and forfeiture of the booking amount and other dues as stated hereinabove and the applicant will have to compensate the Promoter for all other losses resulting there from.
- 21. I/we shall have no objection in case the Promoter creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Said Unit to me/us.
- 22. I/we shall get my/our complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.
- 23. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Agreement For Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Agreement For Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Agreement for Sale in this regard.
- 24. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.



25. The Applicants) agree that in (lie event of any dispute or difference arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant hereby confirms that the Applicant (s) shall have no objection to the appointment of the Sole Arbitrator by the Company.

The Hon'ble Court at Gurgaon, Haryana and Hon'ble Punjab & Haryana High Court at Chandigarh alone shall have jurisdiction.

Signature(s):	1		2	
		(Sole/ First Applicant)		(Second Applicant)
	3.	El .	4.	
	201	(Third Applicant)	\ \	(Fourth Applicant)
				Tr.
Place:				Date:

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

By

PAYMENT PLAN

PAYMENT PLAN*					
SCHEDULE OF PAYMENT	AMOUNT	SOURCE			
At the time of Booking		, » L-			
Within 45 days of Booking					
On Offer of Possession		2			

^{*}All payments shall be made in favor of "ORRIS INFRASTRUCTURE (P) LTD."





ORRIS INFRASTRUCTURE PVT. LTD

REAL ESTATE | ENERGY | HOSPITALITY | GOLF | EDUCATION

Sales Office: Orris Gallery, Central Peripheral Road, Sector-89, New Gurugram, Haryana-122 001 Corporate Office: Orris HQ, MG Road, Gurugram-122 002 Telephone: 0124 4979 200 (Hunting); Email: mail@orris.in

