

APPLICATION FORM

Application No.	
Date	
Unit No.	

Please affix Self-attested
Passport Size Photograph

(First Applicant)

Please affix Self-attested
Passport Size Photograph

(Co - Applicant)

To,
M/s FORTEASIA REALTY PVT. LTD.
J-221, Sarita Vihar,
New Delhi-110076.

I/We wish to register my/our expression of interest for the Provisional booking of Residential Plot/Floor/Villa/Commercial Shop/Plot etc. and have examined the tentative layout plans of the Project named as **"FORTEASIA- SILICON VALLEY EXTENSION -II"** proposed to be developed and constructed by **"M/s FORTEASIA REALTY PRIVATE LIMITED"**, having its Regd. Office at J-221, Sarita Vihar, New Delhi -110076 (hereinafter referred to as **"PROMOTER"**) being the license holder Company vide License No. 37 of 2023 dated 20.02.2023, issued/granted by The Director General, Town & Country Planning, Haryana, Chandigarh (DGTCP) bearing Memo No. LC- 4921-JE(MK)-2023/5042 dated 21.02.2023 for setting up an Affordable Residential Plotted Colony under **"Deen Dayal Jan Awas Yojna- 2016"** over an area measuring **6.0625** acres falling in the revenue estate of village- Mayna, Sector-22D, Tehsil & District Rohtak, Haryana along with the approved Layout Plan (herein after to be referred as **"said Project"**) The Project is registered with HRERA at Panchkula vide RERA reg no.

I/we have seen and understood that M/s **FORTEASIA REALTY PRIVATE LIMITED** is the owner and well in possession of land **6.0625 acres** comprised in Rect. No. 45, Killa No. 23 (6-12), 24(8-0), Rect. No. 46, Killa No. 2 (1-18), 3 (8-0), 4 (8-0), 7 (8-0), 8 (8-0), totaling to **48 Kanal 10 marla, i.e. 6.0625** acres situated in the revenue estate of village- Maina, Sector-22D, Tehsil & District Rohtak, Haryana by virtue of Sale Deed bearing No. 7341 and 7342 dated 21.12.2020 (if any) and Jamabandi records and mutation thereof (hereinafter referred to as the **"said Land"**).

Before applying for the allotment, I/we understand and are fully satisfied that I/we have applied for allotment of a Residential Plot/Floor/Villa/Shop/Commercial Plot-cum-SCO having area as defined hereinbelow under the head **"Details of Unit"** as approved/sanctioned by the competent authorities/ The Director General, Town & Country Planning, Haryana, Chandigarh (DGTCP) (herein after to be referred to as **"said Unit"**).

I/we agree to abide by the basic terms and conditions attached to this application form which are indicative in nature and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter or the Agreement for Sale on the standard format contents whereof have been read and understood to me/us and I/we agree to abide by them. I/we shall accept the specifications of the said Unit and shall pay Basic Sale Price, Preferential Location Charges, Additional Cost, utility charges, Government/Statuary /Taxes/Levies/GST as applicable, Maintenance Deposit/Security, applicable Stamp Duty, Registration Fees, other expenses etc. as and when demanded by the Promoter. I/we hereby remit a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____

dated _____ drawn on _____
being booking amount for Provisional allotment of said Unit in the said Project.

I/we clearly understand that this application does not constitute an agreement to sale and I/we do not become entitled to the provisional and/or final allotment of said Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment letter,

Signature of Applicant(s) _____ X

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For FORTEASIA REALTY PRIVATE LIMITED

Atay Nanda
Director/Auth. Signatory(ies)

Addendum to the allotment letter/Agreement for Sale and/or any such other document(s) as may be required by the Promoter (depending on the option availed) the allotment shall become final and binding upon the Promoter. If, however, I/we cancel this application or I/we fail to sign/execute and return Allotment letter/ Agreement for Sale within thirty (30) days from its dispatch by the Promoter then the Promoter may at its discretion treat my/our application as cancelled and the booking amount paid by me/us shall stand forfeited. I/we further agree to execute and register Agreement for Sale as per Haryana RERA Guidelines.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us) in Annexure-A or B or C as shown in the Price List and/or as stipulated/demanded by the Promoter, failing which the application/allotment will be cancelled and the booking amount along with interest, if any, shall be forfeited by the Promoter. My/our particulars are given below:

1. **First Applicant Mr./Mrs./Ms.**.....
 Son/Wife/Daughter of Mr.
 Date of Birth.....Profession.....Designation.....
 Company/Firm Name
 Nationality.....
 Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
 Residential Address
 Office
 Tel. Res..... Off Mobile
 Fax No. E-Mail ID
 Marital Status No. of Children
 Income Tax Permanent Account No./ Ward No. Aadhar No.
2. **Second Applicant Mr./ Mrs./Ms.**.....
 Son / Wife / Daughter of Mr.....
 Date of Birth Profession Designation
 Company/Firm Name
 Nationality
 Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
 Residential Address
 Office
 Tel. Res. Off Mobile
 Fax No. E-Mail ID
 Marital Status No. of Children
 Income Tax Permanent Account No./ Ward No. Aadhar No.
3. **Details of Unit:**
 (i) Residential Plot/Commercial Plot-cum-SCO (Un-Built up): Plot No. _____, Plot Area _____ Square meter _____ or _____ square yards;
 Or
 (ii) Villa/Floor (Built-Up Space): Villa/FloorNo. _____, Plot Area _____, Built-up area _____ square feet, Carpet Area _____ square feet or super area _____ square feet.
 Or

Signature of Applicant(s) _____ X _____

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 For FORTEASIA REALTY PRIVATE LIMITED

May Nand
 Director/Auth. Signatory(ies)

- (iii) Commercial Shop/Booth(Built-Up Space): Shop/BoothNo. _____, Plot Area _____, Built-up area _____ square feet, Carpet Area _____ square Feet or super area _____ square feet.

PARTICULARS	DETAILS	AMOUNT IN RS.
A. BASIC COST		
Basic Sale Price (BSP)	Area.....Sq. Meter (.....sq.yards or sq.feet)	
B. ADDITIONAL COST	As per Payment Plan (Annexure-A or B or C)	
Payment Plan Option	Down Payment Plan ☐ Development Link or CLP Plan ☐	
Mode of Booking	Direct ☐ Dealer ☐	
If through Dealer RERA Registration No.		
	Name	Signature with Stamp

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 allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Agreement for Sale, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/We undertake to inform the Promoter of any change in my/our address or in any other particular, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the Letters/Demands/Notices sent at the recorded address by post or via E-mail or via SMS by the Promoter shall be deemed to have been received by me/ us. I/we have applied for the allotment of the aforesaid Unit through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Unit, and shall not hold the Promoter responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Unit then I/we shall provide NOC from my/our aforesaid dealer.

Name of the Applicant(s)

Signature of the Applicant(s)

Note: i). All Cheque/ Drafts to be made in favor of "M/s FORTEASIA REALTY PRIVATE LIMITED" payable at par only.

ii). Persons Signing the Application Form on Behalf of other person/firm/Company shall file proper Authorization/Power of attorney.

Dealer Declaration

I _____ authorized signatory of M/s _____ having RERA Registration No. _____, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/information found to be forged or fabricated and resultant cancellation of booked Unit by the Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Signature of the Dealer with stamp

FOR OFFICE USE

- Application Form is completely filled with photographs and duly signed by the Applicant(s) on all pages. ☐
- Cheque/Draft for booking amount is in proper name and duly signed and dated ☐
- Self-attested copies of PAN card, Address Proof, etc. of all applicants are attached with the form ☐
- Self-attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form ☐

Remarks (if any):

Booking Concession (if any):

Booked By

Checked By

Approved By

Signature of Applicant(s) _____ X

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For FORTEASIA REALTY PRIVATE LIMITED

Director/Auth. Signatory(ies)

Basic Terms & Conditions

1. I/we am/are willfully and voluntarily through this pre-printed Application form supplied by the Promoter after understanding and agreeing to the terms and conditions mentioned herein applying for allotment of a Unit i.e. Residential Plot/Floor/Villa/Shop/Commercial Plot-cum-SCO having area (Plot); admeasuring _____ square meter, _____ square yards or _____ square feet or In case of Built up Space; Carpet Area _____ square feet, Super Area _____ square feet, Built-up Area _____ square feet as approved/sanctioned by the competent authorities/The Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter "said Unit") in the proposed project "**FORTEASIA-SILICON VALLEY EXTENSION II**" (said **Project**), to be developed and constructed by M/s **FORTEASIA REALTY PRIVATE LIMITED**, having its Regd. Office at J-221, Sarita Vihar, New Delhi -110076 (hereinafter referred to as the "**Promoter**")
2. The allotment of the said Unit shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Agreement for Sale on the HRERA's standard format which has been read and understood by me/us. I/ we agree that the allotment of the Said Unit is entirely at the discretion of the Promoter.
3. I/we understand that the said Project is registered under **HR RERA Act vide Registration No. HRERA-PKL-_____ DATED _____**. Further it shall be governed by the provisions of the said Act and rules made thereunder. I/we understand that the Agreement for Sale in the standard format shall be executed on payment of 10% amount by me to the Promoter.
4. Before applying for Provisional allotment of said Unit, I/we have verified the terms & conditions of provisional allotment and price of the said Unit with other Developers in the vicinity and have fully satisfied myself/ourselves about the terms, conditions, price of the said Unit nature of rights, title, interest of the Promoter in the said Project, which is to be developed/constructed by the Promoter as per prevailing byelaws/guidelines of the Director General, Town & Country Planning (DGTCP), Haryana, Chandigarh and/or any other authority (hereinafter referred to as "**said Authority**") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the Director General, Town & Country Planning (DGTCP), Haryana, Chandigarh and/or any other authority in this regard to the Promoter.
5. 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.
6. I/we acknowledge that the Promoter, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project and the said Unit (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Promoter, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Unit.
7. I/we hereby agree and understand that the area of Said Unit provided herein & subsequently in Allotment Letter/ Agreement for Sale are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Promoter and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Promoter on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing Promoter's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as may be) by the Promoter to me/us without my/our protest and demur and without any interest thereon.
8. The Promoter may develop the said project in a phased manner, if required and every Phase therefore will be considered a standalone real estate Project.
9. I/we have examined the tentative plans, designs and specifications of the Said Project/Unit and have agreed that the Promoter shall apply for revision of the plan or usage of the Said Unit or may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/alterations may involve change in position/location, including change in dimensions, area or number etc. of the Said Unit.

Signature of Applicant(s) _____ X

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For FORTEASIA REALTY PRIVATE LIMITED

Mayendra
Director/Auth. Signatory(ies)

10. I/ we undertake/declare that I/we shall always abide by the rules, regulations, terms and conditions of the said Haryana Government Scheme as notified and called "**Deen Dayal Jan Awas Yojna-2016**" under which the said project is approved/sanctioned and to be developed contemplated herein or not.
11. I/we have specifically agreed that if due to any change in the layout, the said Unit ceases to be preferentially located, the Promoter shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Unit becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Promoter as per prevailing rates.
12. I/we hereby agree that in order to ensure/ guarantee the fulfillment of all obligations including payment of total sale consideration of the said Unit in timely manner as per Payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Application Form by me/us, the Promoter shall treat **10% of total sale consideration amount as "EARNEST MONEY"** out of the amount(s) paid/ payable by me/us for the said Unit allotted to me/us.
13. I/we hereby understand and give our unequivocal consent as required under Apartment Act of the State to the Promoter that in case the Promoter is able to get additional FAR/FSI in the said project, the Promoter shall have the sole right to utilize the additional FAR/FSI in the manner it may deem fit, the Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional development thereof connected with the already existing electric, water, sanitary and drainage system of the said Project. I/we acknowledge that I/we have not made any payment towards the additional FAR/FSI and neither I/we nor our successors or Assignees shall have any right to object to any of such development activities carried out in the said Project.
14. It is clarified by the Promoter and agreed by the me/us that the basic selling price of the said Unit does not include the cost towards External Electrification Cost, Electric Sub-station Cost, Electric Meter Connection, Water connection, Sewerage Connection etc. (if applicable) and other administrative cost and expenses, which shall be payable by me/us in addition to the price of the said Unit. I/we hereby agree that I/We shall pay the amount on demand, to the Promoter as may be determined at the time of providing necessary connections from the main line laid along the road servicing the said unit or as the case may be.
15. (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, GST etc. pertaining to the said Unit is the essence of this contract or booking. I/we agree to make all payments within time as per the Payment Plan annexed hereto 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. However, the Promoter may send any letter/demand/notice through E-mail or SMS to the applicant and it will be treated as duly served upon me in any case. If I/we fail/ default in making payment of due amount within stipulated period or my /our tendered cheque or draft got dishonored by my/our banker then I/we shall be liable to pay interest to the Promoter on the unpaid amount at prescribed rate MCLR + 2% per annum (or as made applicable by the HR RERA). Further the Promoter shall have rights as mentioned herein below:
- (a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Unit;
 - (b) to forfeit/deduct the booking amount/earnest money together with interest on installments due but unpaid and interest on delayed payments;
 - (c) to re-allocate the provisional allotment of the said Unit which includes change in area and location of the said Unit.
- (ii) If the Promoter opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Unit is allotted to some other intending Allottee (s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Promoter opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in the manner detailed in this Application Form.
- (iv) It is agreed that, if any discount/ concession, in whatsoever way, 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/ additional cost, and in the event of delay in payment, I/we hereby authorize the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Promoter in its absolute discretion may condone the delay by charging penalty at the prescribed MCLR + 2 % per annum on all outstanding dues from their respective due dates. The payment plan is annexed herewith as Annexure-A or B or C.

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For FORTEASIA REALTY PRIVATE LIMITED

Signature of Applicant(s) _____ X

Atay W. Code
Director/Auth. Signatory(ies)

- (v) I/we hereby confirm that I/we am/are aware of the applicability of Govt. levies, all Taxes, GST and surcharges levied on the said Unit under development or construction, I/we hereby agrees to pay to the Promoter, Govt. levies, Taxes, Fees, GST, charges and any surcharge etc. as applicable with retrospective effect or in future in proportion to the super area of my/our unit to the total super area of all units in the said Project as determined by the Promoter. In case of failure to pay such Govt. levies, Taxes, Charges etc. as demanded by Promoter on or before the due date, I/we hereby authorizes the Promoter to adjust IFMS against such defaults. Whenever due to such adjustment, the IFMS Deposit falls short of the aforesaid sum, and then I/we hereby undertake to make good the resultant shortfall within fifteen days of demand by the Promoter. Further, If such Govt. levies, Taxes etc. are levied (including with retrospective effect) after the conveyance /sale deed has been executed then such Taxes and Charges shall be treated as unpaid sale price of the said Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges from me/us.
16. 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.
17. I/we agree to make all payments within time in terms of schedule of payments as mentioned in Annexure-A or B or C and/or 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 **"M/s FORTEASIA REALTY PRIVATE LIMITED"** payable at par.
18. I/we further agree that in case I/we make any payment towards the said Unit from any third-party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Promoter shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third-party account then I/we hereby agree to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.
19. I/we agree that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions/approvals/NOCs granted by Director General, Town & Country Planning (DGTCP), Haryana, Chandigarh and/or any other authority(s) and applicable bye-law & applicable laws.
20. I/we agree that, the Promoter reserves all its right to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Promoter or Associate Promoter or a Subsidiary Promoter or a Special Purpose Vehicle to be formed or any other entity under joint venture/ development agreement for the purpose of execution of the said Project. I/we further understand that, with effect from such date of assignment, all the letters and correspondence exchanged with me/us including the monies paid there under shall automatically stand transferred in the name of such new Promoter without any alterations in the original terms and conditions of Allotment of said Unit. In such event Allotment Letter / Agreement for Sale or other necessary documents will be executed by the Assignee Promoter with me/us. I/we shall continue to perform all their obligations towards such Assignee Promoter in accordance with terms and conditions mentioned hereof.
21. I/we agree(s) that, if any discount/ concession and all or any special Scheme or facility(s), in whatsoever way, has been given by the Promoter to me/us at the time of booking shall get transferred to the new assignee in future, if the said Unit is endorsed by me /us in favor of any third party in such case special scheme or facility(s) availed by me/us, shall not be transferred to the new assignee.
22. I/we agree that, in case the booking is cancelled by me/us or by the Promoter due to default in payment or any other reason at any time in future, the benefits/ discount/ concession and all or any special Scheme or facility etc., in whatsoever way, has been given by the Promoter to me/us at the time of booking shall be withdrawn or such amount shall be deducted/adjusted by the Promoter from the amount paid by me/us along with any other charges as per the Promoter's policy. I/we agree(s) and undertake(s) not to make any claim in this regard against the Promoter and its officials. I/we further agree(s) and undertake to keep the Promoter and its officials absolved from all the liabilities.
23. Assignment of allotment of the Said Unit by the applicant shall be permissible at the sole discretion of the Promoter,

Signature of Applicant(s) _____ X _____

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For FORTEASIA REALTY PRIVATE LIMITED

Mayendra
Director/Auth. Signatory(ies)

subject to the said act, on payment of such administrative cost as may be fixed by the Promoter from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Unit shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favor of my/our Assignee(s).

24. All statutory charges, taxes, cess, service tax, GST 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 any taxes, as applicable, shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Unit. If I/we fail to disburse the installment along with such applicable taxes of the sale consideration of the said Unit in timely manner, in such eventuality, the amount and such unpaid taxes shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with such taxes along with applicable interest at the prescribed rate MCLR + 2% per annum (or, as applicable by the HR RERA Authority) prevailing at that time, for every month of delay till the date of the due payment is realized.
25. I/we hereby agree to pay to the Promoter, Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for my/our due performance in paying promptly the Maintenance Charges/ Bills, unpaid or future Government levies, charges by whatever name called as and when demanded by Promoter/Maintenance Agency and other charges as raised by the Promoter/Maintenance Agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, GST, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether the Said Unit is physically occupied by me/us or not. I/we further agree to make payment of monthly maintenance charges in respect of the said Unit regularly on monthly basis as per bills raised by the Promoter/Maintenance Agency. In the event of my/our failure to make payment of monthly maintenance charges, unpaid or future Government levies, charges by whatever name called, the Promoter/Maintenance Agency shall deduct monthly maintenance charges or such unpaid or future Government levies, charges by whatever name called from the Interest Free Maintenance Security till such period the Interest Free Maintenance Security are fully exhausted. After the exhaustion of Interest Free Maintenance Security, I/we hereby agree to replenish the shortfall in the IFMS within 15 days. Further, in case of non-payment of maintenance charges by me/us within the time specified, I/we shall be liable to pay maintenance charges along with interest at the rate of 2 % per month and non-payment of maintenance charges shall also disentitle me/us to the enjoyment of common services including electricity, water etc.
26. In case at any time the Promoter hands over the Maintenance Services of the said Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Promoter shall have the right to transfer the balance IFMS after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s)/Allottee(s) to such RWA/ Maintenance Agency, as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s)/Allottee(s) on account of the same.
27. 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 in such eventuality, the Promoter will not be liable on such account in any manner.
28. The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Promoter. Loans from financial institutions to finance the said Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.

Signature of Applicant(s) _____ X _____

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For FORTEASIA REALTY PRIVATE LIMITED

Atay Wadia
Director/Auth. Signatory(ies)

29. In case the Promoter is forced to abandon the said Project due to any force majeure circumstances or for reasons beyond its control, the Promoter shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
30. The Promoter shall endeavor to give possession of the Said Unit to the applicant as may be contemplated in Agreement for Sale, subject to force majeure circumstance and reasons beyond the control of the Promoter with a reasonable extension of time for possession subject to making of timely payment of installments to the Promoter by me/us.
31. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, if the Promoter fails to provide possession of the Said Unit to me/us as period specified hereinabove or fails to complete the Project within the stipulated time after occupation/completion certificate, as the case may be, has been issued by the competent authority. In such case, I/we shall have the option of terminating the Agreement For Sale in which case the Promoter shall be liable to refund the entire money paid by me/us towards the purchase of the Said Unit, along with interest at prescribed rate MCLR + 2% per annum prevailing at the time of refund within forty-five days of receiving the termination notice. If I/we do not intend to withdraw from the project or terminate the Agreement for Sale/Allotment Letter, I/we shall be paid, by the Promoter, interest at prescribed rate MCLR + 2% prevailing at the time of refund for every month of delay till the handing over of the possession of the Said Unit which shall be paid by the Promoter to me/us within forty-five days of it becoming due.
32. I/we shall before taking possession of the Said Unit, must clear all the dues towards the Said Unit and have the Conveyance/sale Deed for the said Unit executed & registered in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.
33. I/we shall use/ cause to be used said Unit for designated purpose (RESIDENTIAL/COMMERCIAL, as the case may be) 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/earnest money and other dues as stated hereinabove and the applicant will have to compensate the Promoter for all other losses resulting there from.
34. I/we shall have no objection in case the Promoter creates a charge on the project land during the course of development of the said 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.
35. 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 my/our responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand, notices and letters posted at the first Registered Address at the time when those should ordinarily reach at such addressor sent via E-mail or via SMS by the Promoter shall be deemed to have been received by me/ us and I/we 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.
36. 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 Allotment Letter/ 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 Allotment Letter/ 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 Allotment Letter/Agreement for Sale in this regard.
37. 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 as postal address, e-mail & Mobile No. 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.
38. If any misrepresentation/ concealment/ suppression of material facts is found to be made by me/us, the allotment will be cancelled and the booking amount/earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

CERTIFIED TRUE COPY

Signature of Applicant(s) _____ X _____

For FORTESIA REALTY PRIVATE LIMITED

Ajay Wadhwa
Director/Auth. Signatory(ies)

39. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Said Unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/ New Delhi. Subject to Arbitration as referred above, the Courts at Delhi/Rohtak, Haryana shall have exclusive jurisdiction in case of any dispute.

DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Promoter that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application Form or against any Unit in relation to the said Unit. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc. Further, I/we do hereby agree and confirm that the Promoter may sent any letter/demand/notice through e-mail or SMS's or make calls to me/us to our landline/Mobile Number given in the Application Form with regard to any promotion, events, new launch of Projects, start of existing Projects, reminder of any payment or any other suitable information from time to time and I/we shall have no objection to the same. I/we do hereby further undertake not to make any complaint against the Promoter even if our given landline/Mobile Number is registered under National Do Not Call Category and National Consumer Preference Registry (NCPR).

Name of Applicant (s)

Signature of Applicant(s)

CERTIFIED TRUE COPY

For FORTEASIA REALTY PRIVATE LIMITED

May mulla
Director/Auth. Signatory(ies)

Signature of Applicant(s) _____ X _____ X