



THE EMBLEM OF BUSINESS & LEISURE









Serial No:	

APPLICATION FORM

For Allotment of a **Commercial plot/Unit** at Sector-93, Hayatpur, Gurugram, Haryana, India

M/s. Diverse Developers LLP

Address: M-18, M-Block Market Greater Kailash-II

New Delhi 110048

RERANo.: RC/REP/HARERA/GGM/492/224/2021/60 dated 11.10.2021

Subject: Application for allotment of a commercial plot/ unit in your proposed plotted commercial project named as "ROF Insignia Souk" to be developed in Sector -93 of Gurugram, Haryana.

Dear Sir/Madam,

I/We am/are desirous of and hereby apply for allotment of a commercial plot/unit in the plotted commercial project named as "ROF Insignia Souk" (hereinafter referred to as the "Project"),proposed to be developed by M/s. Diverse Developers LLP ("Promoter") on a land parcel admeasuring approximately 2.14305 acres situated in Sector-93, Distt. Gurugram, Haryana ("Project Land").

I/We request that I/we may be registered for allotment of a commercial plot/unit in the Project. I/We am/are aware and hereby confirm that the Project is duly registered under **License No. 64 of 2021 dated**: **04.09.2021** with the Haryana Government Town And Country Planning Department and I/we have carefully perused the particulars of the same available with the website of the Authority.

	sq. mtrs. /	sq. yds. approximately, having
FAR of	("Unit") in the Project.	

SIGNATURE



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

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

I/We remit herewith a	sum of Rs(Rupe	es	only)
vide Bank Draft/ Pay	Order/ Cheque No	dated	
drawn on	Bank in favour of		being
booking amount for the	Unit applied for ("Booking Amo	ount").	

I/We have clearly understood that this Application Form does not constitute an agreement to sell, and I/we do not become entitled to allotment of the Unit notwithstanding the fact that the Promoter may have issued a receipt in acknowledgment of the Booking Amount tendered with this Application Form. It is only after acceptance of this Application Form by way of issuance of the Allotment Letter by the Promoter in accordance with the applicable laws and valid execution and registration of Agreement for Sale of the Unit ("Agreement for Sale") as required pursuant to the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules made thereunder by the State Government of Haryana (collectively referred to as "RERA"), the allotment of the Unit shall become final and binding upon the Promoter subject to the fulfillment of the terms and conditions of the allotment of the Unit by me/us.

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

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

SIGNATURE

FIRST/SOLE APPLICANT

SECOND APPLICANT, IF ANY



FIRST APPLICANT

Mr./Ms.				
s/w/d of				
Age Guardian's Name (In case of minor) AFFIX PHOTOGRAPH				
Date of Birth DDMMYYYY Nationality Nationality				
Occupation:				
Service Professional Business Student Housewife Any other				
Resident Status:				
Resident Non Resident Foreign National of Indian Origin				
Others (Please Specify)				
Mailing Address				
Address				
State Country Pin				
e-mail				
Permanent Address				
Address				
State Country Pin				
e-mail				
Tele No. Mobile No.				
Office Address				
Address				
State Country Pin				
Tele No. Mobile No.				
Income Tax Permanent Account No.				
Aadhar Card No.				
Name of Applicant's Bank				
IFSC Code of the Bank				
Bank Account no.				
*Copy of PAN card is to be attached mandatorily				



SECOND APPLICANT

Mr./Ms.			
s/w/d of			
Age Guardian's Name (In case of minor) AFFIX PHOTOGRAPH			
Date of Birth DDMMYYYY Nationality			
Occupation:			
Service Professional Business Student Housewife Any other			
Resident Status:			
Resident Non Resident Foreign National of Indian Origin			
Others (Please Specify)			
Mailing Address Address			
State Country Pin			
e-mail			
Permanent Address Address			
State Country Pin			
e-mail			
Tele No. Mobile No.			
Office Address Address			
State Country Pin			
Tele No. Mobile No.			
Income Tax Permanent Account No.			
Aadhar Card No.			
*Copy of PAN card is to be attached mandatorily			



Details of Unit:			
(i) Plot No			
(ii) PlotArea	sq. mt /	sq. yard	
Details of Pricing:	All charges will b	be mentioned in sq. mtr./	sq. yard

Particulars	Rate per Sq. yard. (in Rs.)	Amount (in Rs.)
Basic Sale Price		
Add: Preferential Location Charges		
Add: External Development Charges		
Add: Interest Free Maintenance Security		
Add: Other Charges, if any		
Total Price		

Payment Plan: The payment plan is as per the annexure attached herein- Annexure-1

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

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

Declaration:

I/We do hereby declare that the above particulars/information given by me/us are true and correct, and nothing has been concealed therefrom. The allotment of the Unit against this Application Form is subject to the terms and conditions attached to this Application Form, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), representative (s), assignee (s), successor (s) and nominee (s). I/We undertake to inform the Promoter of any change in my/our address or change in any other particulars or information, given above, failing which, the particulars stated herein above 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.

SIGNATURE		
	FIRST/SOLE APPLICANT	SECOND APPLICANT. IF ANY



TERMS AND CONDITIONS FOR ALLOTMENT OF A COMMERCIAL UNIT/PLOT IN THE PROJECT NAMED AS "ROF INSIGNIA SOUK" SITUATED AT SECTOR-93, GURUGRAM

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

- 1. The Applicant (s) is applying for allotment of the Unit in the Project being developed and constructed on the Project Land. The Applicant (s) is hereby confirmed that the information furnished by him pursuant to this Application Form is correct and all documents supplied for obtaining allotment of the Unit are authentic and genuine.
- 2. The Applicant (s) has/have full knowledge of laws, notifications, rules, policies as applicable to the Project and has fully satisfied himself/hersesf about the interest, right and title of the Promoter in the Project Land and the Project. The Applicant (s) further agree that he/she fulfills and meets the eligibility criteria and undertakes to abide by all the terms and conditions applicable to the allotment and purchase of the Unit.
- 3. The Applicant (s) is fully aware of and has/have understood all the limitations and obligations of the Promoter in relation to and in connection with the Project.
- 4. This Application Form constitutes an offer by the Applicant (s) to purchase and register the Unit in the Project at a price together with other charges, if any, specified by the Promoter. The Applicant(s) agree that for considering any application for allotment of the Unit, only those applications will be considered which are complete in all respects and fulfill the criteria mentioned in this Application Form. The Booking Amount shall be paid by the Applicant (s) with this Application Form, failing which this Application Form would not be entertained or considered for allotment of the Unit in the Project.
- 5. The Promoter shall have sole discretion to accept and allot the Unit in the Project to the Applicant(s) or to reject this Application Form without assigning any reason.
- 6. The Applicant(s) agree and acknowledge that the layout / specification / design / plans etc. of the Project or the Unit may be modified by the Promoter in compliance with the provisions of RERA and other applicable laws.
- 7. The Application Form shall be deemed to be incomplete until the deposit and clearance of the Booking Amount.

SIGNATURE		
	FIRST/SOLE APPLICANT	SECOND APPLICANT, IF ANY



- 8. The purchase price for the Unit is INR ______ ("Total Price") and on becoming an allottee, the Applicant(s) shall be liable to pay the Total Price as per the terms of the Payment Plan annexed hereto as ANNEXURE-A and other charges, as set out in this Application Form and Agreement for Sale or any other document in this regard, as and when demanded by the Promoter. The Total Price shall include the Booking Amount paid by the Applicant(s) to the Promoter towards the Unit. Any default in payment of any amount payable by the Applicant(s) in terms of this Application Form and/or the Agreement for Sale shall attract an interest at the rates prescribed in the RERA for the period of delay. For any delay beyond 3-months, the Promoter shall be entitled to cancel the allotment of the Unit and forfeit the Booking Amount and any other amount as stated in the Agreement for Sale, and the Applicant(s) shall have no objection in this regard. The Promoter is not liable to give any discount or rebate in case of early payment made by the Applicant(s), if any.
- 9. The Applicant(s) understands, agrees and is fully aware that the purchase value of the Unit shall include basic sale price, preferential location charges (PLC), external development charges (EDC), infrastructure development charges (IDC), external electrification charges (EEC), sewer, water & electricity connection charges, power back-up charges (if provided) and interest-free maintenance security (IFMS) deposit. The Applicant(s) shall be liable to pay the property tax on the Unit or the Project in proportion to the area of the Unit, as may be decided by the Promoter, from the date of allotment. In addition, the allottee(s) is required to pay in advance the maintenance charges of the Project with effect from the date of offer of possession of the Unit at such rate as may be decided by the Promoter from time to time.
- 10. The Applicant(s) agrees to pay the applicable government rates, cesses, charges, taxes, etc. of all and any kind by whatever name called, whether levied now or leviable in future, as the case may be, from the date of allotment of the Unit till the date of execution and registration of Conveyance Deed of the Unit in the name of the Applicant(s). If any of these charges are increased in future with retrospective effect, then the Applicant(s) shall be liable to pay the same to the Promoter forthwith on receipt of any demand in this regard and till payment of the entire amount of the Total Price and all the charges mentioned in this Application Form by the Applicant(s), the Promoter shall have lien on the Unit for recovery of the unpaid amount, if any, and the Applicant(s) would not have any objection in this regard. The Applicant(s) hereby confirm that time is of essence with respect to obligation of the Applicant(s) undertakes to strictly adhere to the payment timelines.
- 11. The Applicant (s) hereby authorizes the Promoter to adjust or appropriate all payments made by him under any head of dues against lawful outstanding of the Applicant(s) against the Unit, if any, in his name and the Applicant(s) hereby undertakes not to object, demand or direct the Promoter to adjust such payments in any manner.
- 12. The Promoter shall not be responsible towards any third party making payments/ remittances on behalf of any allottee(s) and such third party shall not have any right under the Allotment Letter or the Agreement for Sale and/or in the Unit and the Promoter shall issue the receipts of payment in favour of the allottee(s) only and in case of cancellation of the Unit by such allottee(s), the refund of amount shall be made only to the allottee(s) as per the terms of the Agreement for Sale.

SIGNATURE



- 13. The Applicant (s) understand and agree that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Promoter (directly or through its nominated maintenance company) pursuant to the provisions of RERA till the time they are handed over to the association of unit owners of the Project. Further, the Applicant (s) understands and agrees that for availing the said facilities, services and / or amenities, the Applicant (s) shall sign and execute a separate agreement (s) and/or terms and conditions as may be required for use of such services and amenities
- 14. The Applicant (s) agree and undertake to comply with the applicable laws, regulations, notifications, terms and conditions of the Central Government, Haryana Government, local bodies, the Haryana Development and Regulation of Urban Areas Act, 1975, Haryana Apartment Ownership Act, 1983, including any amendments, modifications and alterations thereto and rules & regulations framed thereunder, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the Project.
- 15. All payments required to be made under this Application Form/ Allotment Letter/ Agreement for Sale shall be made by Account Payee Cheques/ Pay Order/Demand Drafts in favour of the Promoter, unless otherwise informed by the Promoter to the Applicant (s) in writing. The payment shall be considered as received only on realization of Account Payee Cheques/Pay Order/Demand Drafts and receipt of the amount in the bank account of the Promoter.
- 16. The Applicant (s) agrees and undertakes to pay the necessary Stamp Duty, Registration Charges and other charges and execute and register an Agreement for Sale in respect of the Unit, on receipt of all requisite approvals, within 30 days from the date of intimation by the Promoter and in the form as would be drawn up by the Promoter, unless otherwise specified by the Promoter.
- The Parties hereto acknowledge and confirm that it is necessary to complete the construction and development of the Project including units therein, in a time-bound manner so as to provide the requisite commercial space/ shops for fulfillment of daily needs of the residents in the surrounding vicinity of the Project. The Promoter is bound to develop and complete the infrastructure in the Project and offer the possession of the allotted Unit to the Applicant (s) within the time period notified for completion of the Project by the Promoter to the Authority at the time of registration of the Project under the RERA ("Possession Date"), subject to grant of occupation certificate of the Project by the concerned authorities and timely fulfillment of all the obligations by the Applicant (s) as per this Application Form and the Agreement for Sale including receipt of the entire payment and charges from the Applicant (s). The Applicant (s) shall check the measurement and dimensions of the Unit and take over possession of the Unit within 30 days of issuance of possession notice by the Promoter, failing which the Applicant (s) shall be deemed to have taken over the possession of the Unit and be liable to pay holding charges at the rate of Rs.10,000 per sq. yards for the period of default in taking over the possession of the Unit. Furthermore, in such a case, the Promoter shall not be responsible for any encroachment, trespassing or any other loss/damage to the Applicant (s).
- 18. It shall be mandatory for the Applicant(s) to complete the entire construction and development work of the Unit including front facade, exterior elevation & design, basement and all other floors in the Unit strictly in accordance with the layout plans and building plans thereof prescribed by the Promoter and enclosed with this Application as <u>ANNEXURE-B</u>, and also obtain the completion certificate thereof from the concerned authorities, within 2 years from the Possession



design without prior written approval of the Promoter. In case the Applicant(s) fails to complete the entire construction and development work of the allotted Unit in the manner stated above, the Applicant(s) shall be liable to pay an annual extension fee of Rs.10,000/- per sq. yards for delays upto 2 years from the Unit Completion Date, Rs.15,000/- per sq. yards for further delays upto 1 year and Rs.20,000/- per sq. yards for delays subsequent to expiry of 3 years from the Unit Completion Date.

- 19. The Applicant(s) shall be solely responsible to carry out construction and development of the Unit without causing any nuisance or disturbance to other allottees in the Project and strictly in compliance with the applicable laws, rules, policies and norms including coverage of the construction site and construction material, disposal of the construction waste, etc. The Applicant(s) confirms that he has visited the Project site and is fully aware that the ground level of the Unit is below the ground level of the approach road, and therefore, it is mandatory for the allottees in the Project to construct the basement and to maintain the roof slab of each floor in their respective unit at same level.
- 20. The Unit shall be utilized for commercial purposes only by the Applicant(s) in accordance with the applicable laws. However, the Unit shall not be utilized in any manner for sale, distribution or consumption of the liquor/ alcoholic drinks, raw meat products or any other similar nuisance / activity which may create difficulty for other allottee(s) in the Project, except in case of utilization of the Unit for the purpose of restaurant in compliance with the applicable laws.
- 21. The development of the Project by the Promoter shall be subject to force majeure conditions including but not limited to: (a) Any legislation, order, rule, regulation, condition, made or issued by the Government or any other competent/statutory authority(ies) or any competent Court affecting the Project / Project Land / approvals; or (b) If any competent authority(ies) refuses, delays, denies the grant of necessary approvals for the Project / Project Land / the Unit; or (c) If any approvals, permissions, consents, notices issued by the competent authority(ies) or any law / rule / regulation under which approvals are granted for the Project or the Project and/or the Project Land becomes a subject matter of any suit / write before a competent court; or (d) Due to suspension of the Project; or (e) Scarcity of essential construction inputs; or (f) act of God i.e. flood, drought, earthquake, epidemic, natural disasters, pandemic such as Covid-19; or (g) strikes, lock-outs or industrial disputes; or (h) war and hostilities of war, riots, acts of terrorism or civil commotion; or (i) Reasons beyond the control of the Promoter. In such case, the timelines set for completion of the Project shall stand automatically extended for the period during which the force majeure conditions were in force/operation.
- 22. The Applicant (s) shall be construed to have taken the actual physical possession of the Unit only upon issuance of the Possession Certificate by the Promoter. The Applicant (s) further understands that the Possession Certificate shall be issued by the Promoter only after clearance of all dues by the Applicant (s) in respect of the Unit as per the Payment Plan.
- 23. The Applicant (s) agrees not to occupy the Unit before the issuance of the Possession Certificate by the Promoter or the concerned authorities, as the case may be. The Applicant (s) fully understands that in case the Unit is occupied by him/her/them/it prior to issuance of the said Possession Certificate, the same shall be at his/her/its own risk, cost and consequences and under such circumstances, the Applicant (s) shall be liable to pay such fine, penalty, charges, etc. as may be imposed by the concerned authorities and/ or the Promoter at that time and the Promoter shall be entitled to cancel allotment of the Unit in the Project.



- 24. After receipt of full consideration and other charges payable by the Applicant (s) and completion of the Project, a conveyance deed shall be executed and registered in favour of the Applicant (s) in the format specified by the Promoter. The Promoter shall have discretion to execute and register the conveyance deed of the Unit prior to the completion of the Project on such terms and conditions as may be considered appropriate by the Promoter. All expenses towards execution and registration of the said conveyance deed shall be borne by the Applicant (s).
- 25. The allotment of the Unit shall remain provisional till the time Agreement for Sale is executed and registered pursuant to the provisions of RERA. Upon being so required by the Promoter, the Applicant (s) shall execute and register the Agreement for Sale within 30 days of receipt of intimation in this regard from the Promoter. The Agreement for Sale shall set forth in detail the terms and conditions of sale of the Unit in the Project which shall be read together with the terms and conditions provided in this Application Form or any other document issued by the Promoter and in case of any inconsistency in terms and conditions of such documents, then the terms & conditions contained in the Agreement for Sale shall prevail.
- 26. The Applicant (s) shall clear his/her/their/its dues within 15 days from the date of issuance of the letter of offer for possession of the Unit along with a statement of account sent therewith, unless otherwise stated in the demand letter issued to the Applicant (s) by the Promoter.
- 27. The Applicant(s) shall become a member of the association of the Project formed by the unit buyers and shall bear and pay all charges and expenses payable for the same.
- 28. Subject to the provisions of RERA, the Applicant(s) shall pay the maintenance charges for upkeep and maintenance of various common areas, services and facilities in the Project as may be decided by the Promoter or the association of allottees, as the case may be. The Applicant(s) shall be required to pay Rs.2,000/- per sq. yards as interest-free maintenance security deposit and the advance maintenance charges with applicable GST for such period as may be specified by the Promoter at the time of offer of possession of the Unit in the Project. The Promoter is not providing any power back-up facility in the Project, and in case the Promoter agrees to provide the same in future, the Promoter shall be entitled to increase the aforesaid maintenance security deposit and the maintenance charges.
- 29. After allotment of the Unit, the Applicant (s) shall ensure that no damage is caused to the property of other allottee (s) in the Project, common areas of the Project and/or equipment installed by the Promoter in the Project by any action of the Applicant (s). The service areas, if any, as located within the Project, shall be earmarked for purposes and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses for the Project (including extension thereof, if any, on the adjacent land parcels) as well as adjacent project (s) being developed by the Promoter and/or its group entities, and the Applicant(s) shall not have or raise any objection in this regard.



- 30. The Applicant (s) shall not sell, transfer, assign or part with his/her/their right, title or interest in the Unit or any part thereof, even after the allotment is made in his/her/their favour, until all the dues payable to the Promoter are fully paid and the Deed of Conveyance / Sale is executed and registered in his/her/their favour. The Applicant (s) is/are, however, entitled to get the name of his/her/their nominee (s) substituted in his/her/their place on record with the prior approval of the Promoter, which may at its sole discretion permit the same on such terms and conditions as it may deem fit. Till the date of execution and registration of the conveyance deed of the Unit in favour of the Applicant (s), the Promoter shall for all intents and purposes continue to be owner of the Unit in the Project, and this Application Form or the Agreement for Sale shall not give to the Applicant (s) any right, title or interest in the Unit.
- 31. In the event the Applicant(s) avails a loan from any Bank or Financial Institution for payment of the Total Price (or part thereof) in respect of the Unit, the Applicant(s) shall solely be responsible and liable to ensure timely payment of the Total Price (or part thereof) to the Promoter in accordance with the Payment Plan, even though the loan or part thereof is not disbursed by the Bank/Financial Institution.
- 32. The Applicant (s) declares and confirms that in the case of joint allotment, failure to pay by anyone shall be deemed failure to pay by both allottees and all the Applicant (s)/Allottees shall be treated as one single person/entity for the purpose of this Application Form, and both Allottees shall be liable for the consequences jointly as well as severally.
- 33. The Promoter shall be entitled to offer the Project Land as a security in order to raise finance/loan from any Creditor/Lender/Financial Institution/Bank/NBFC. However, at the time of execution and registration of the conveyance deed of the Unit in favour of the Applicant (s), the Promoter shall ensure that there is no encumbrance or lien or charge or interest on the Unit in respect of any finance/loan availed by the Promoter.
- 34. The Applicant (s) agrees that in case, the Applicant(s) is a Non-Resident Indian (NRI)/ Non-Resident/Foreign National of Indian Origin/Foreign Nationals/Foreign Companies, then the Applicant (s) shall be solely liable and responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules/guidelines made/issued thereunder and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immoveable properties in India. In case, any such permission is refused or subsequently found deficient on any account by any statutory authority, the same shall constitute a breach of the terms and conditions hereof.
- 35. Events of Default, Cancellation and Consequences:
- 35.1 In the event the Applicant (s) commits any kind of breach of the terms and conditions contained in this Application Form and fails to remedy/rectify such breach within 30 days of the receipt of the written notice from the Promoter.

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DIGINAL	UKL



- 35.2 Subject to the Applicant (s)' compliance with the terms and conditions of allotment of the Unit, if there is an unreasonable delay in offering the Unit for possession beyond the period as stipulated other than on account of a Force Majeure Event (s) and other similar circumstances, the Promoter would pay to the Applicant (s) a compensation in the form of simple interest at the rate prescribed in RERA on the amount paid by the allottee (s) for the period of delay in offering the possession of the Unit beyond the agreed date. However, such payment shall be first adjusted towards any outstanding dues of the Applicant (s) in respect of the Unit pursuant to this Application Form or the Agreement for Sale and any balance after such adjustment shall be paid to the Applicant (s). However, in the event of any default or negligence attributable to the Applicant (s)' fulfillment of terms and conditions of allotment of the Unit, then the Promoter shall be entitled to a reasonable extension of time in delivery of possession of the Unit to the Applicant (s).
- 35.3 If for any reason the Promoter fails to hand over the possession of the Unit in the Project on/or before the Possession Date, the Promoter shall refund the amount deposited by the Applicant (s) along with simple interest at the rate prescribed in RERA for the period during which amount paid by the Applicant (s) were held by the Promoter within a period of 45 (forty-five) days of such decision to not offer possession of the Unit to the Applicant (s). However, the Promoter shall not be held liable for any other damages/compensation on this account. It is also made clear to the Applicant (s) that if any interest or charges are payable by the Applicant (s) to the Promoter pursuant to this Application, Allotment Letter or Agreement for Sale, that amount shall be set off against the refund due to the Applicant (s) and the balance amount shall be paid to the Applicant(s) by the Promoter.
- 35.4 On cancellation/termination of this Application Form/Confirmation of Allotment, the Applicant(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Unit in the Project. The Applicant (s) hereby irrevocably authorizes the Promoter to execute and register such necessary deeds, documents and writings, for and on behalf of the Applicant (s), in respect of and relating to the termination of this Application Form/Confirmation of Allotment including a Deed of Cancellation/Termination, without any reference or recourse to the Applicant (s).
- 36. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of these presents or the construction or application thereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the Parties hereunder or as to any act of commission or omission of any Party or as to any other matter in anyway relating to these presents shall be referred to the arbitration by a sole arbitrator to be appointed mutually by the Parties, whose decision shall be final and binding upon the Parties. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in



force. The seat and venue of the arbitration proceedings shall be at Gurugram (Haryana), and the language will be English. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties hereto. Subject to the arbitral mechanism, the courts in Gurugram (Haryana) shall have an exclusive jurisdiction to adjudicate upon all issues and matters arising out of/related to this Application Form or the transaction contemplated herein.

- 37. The Applicant (s) shall be bound to notify promptly in writing to the Promoter of any change in the preferred address for all correspondence and/or in his/her email ID and other relevant contact details and in absence of any such notification by the Applicant (s), all communication (including the demand letters for the payments) shall be deemed to have been duly served, if sent to the Applicant (s), on the address/email ID mentioned in this Application Form.
- 38. In the case of joint applicants, communication sent to the first Applicant shall be deemed to have been sent to other Applicant(s).
- 39. The Applicant (s) hereby grants his/her consent to the Promoter to communicate its marketing communication and/or its affiliates by letters/email/voice, SMS or otherwise to the contact details of the Applicant (s) mentioned in this Application Form.
- 40. The Applicants shall indemnify and keep the Promoter, its agents, employees, representatives and estate indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant (s) as mentioned in this Application Form and the Agreement for Sale.
- 41. Subject to applicable laws, the Applicant agrees that the Promoter shall have the right to transfer ownership of the Project in whole or in part to any other entity such as any partnership firm, body corporate (s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement, as may be decided by the Promoter without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.
- 42. The Promoter is entitled to use the open area earmarked in the Project for the purpose of water bodies & sculptures, seasonal kiosks, agora, garden holding of cultural/social events or any other similar purposes, and also to combine the additional land parcels, whether acquired in past, present or future, with the Project Land and to obtain additional license for construction and development of a commercial plotted colony and/or any other real estate project on the said additional land parcel, without any objection or interference from the allottees in the Project. The Promoter shall be entitled to connect the electric, water, sanitary and drainage connections, power backup (if any), common area, facilities and services for the Project and extension thereof on the adjacent land parcels.



- 43. The terms and conditions mentioned in this Application Form shall be supplemental and in consonance with the terms and conditions of the Agreement for Sale. The general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sale of the Unit and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the Agreement for Sale and Conveyance Deed thereafter.
- 44. The invalidity of any of the terms, conditions or stipulations of this Application Form shall not affect the validity of the remaining terms, conditions or stipulations of this Application Form or the validity of the Application Form itself.
- 45. No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application Form shall constitute a waiver thereof, and no single or partial exercise or enforcement of any rights or remedies under this Application Form shall preclude or restrict the further exercise or enforcement of any such rights or remedies.
- 46. The Applicant (s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application Form and its Annexures and all writings and communications, plans, drawings, approvals relating to the Project as confidential and shall not disclose the same to any third party (ies) and shall neither use, nor reproduce for use in any manner whatsoever the same, save and except to any family member and/or lender/bank for availing loan against the Unit. This clause shall survive the termination of this Application Form /Confirmation of Allotment of Unit in the Project.
- 47. The singular includes the plural and vice versa, and any work or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.
- 48. The Applicant (s) has fully read and understood the above-mentioned terms and conditions and agrees to abide by the same.



ANNEXURE-A PAYMENT PLAN

DEVELOPMENT LINK PAYMENT PLAN		
Stage's	Particulars	
At the time of Booking	10% of BSP	
Within 30 days of Booking	10% of BSP	
On Commencement of Leveling Roads	20% of BSP	
On Commencement of Demarcation Work	20% of BSP	
On Commencement of Sewage/Drainage	20% of BSP + 25% of EDC/IDC	
On Application for part Completion	10% of BSP + 25% of EDC/IDC	
On Offer of Possession	10% of BSP + All other charges as applicable + IFMS + 50% EDC/IDC	

TIME LINKED PAYMENT PLAN	
Stage's	Particulars
Application Amount	10% of BSP
On or Within 30 Days of Booking	20% of BSP
On or Within 60 Days of Booking	10% of BSP
On or Within 6 months from Booking*	10% of BSP + 25% of EDC/IDC
On or Within 9 months from Booking*	20% of BSP + 25% of EDC/IDC
On or Within 12 months from Booking*	20% of BSP + 25% of EDC/IDC
On Offer of Possession	10% of BSP + 25% of EDC + All other charges as applicable

^{*}or on offer of possession whichever is earlier.

DOWN PAYMENT PLAN	
Stage's	Particulars
On Booking	10% of BSP
On or Within 30 Days of Booking	80% of BSP + 50% of EDC/IDC
On Offer of Possession	10% of BSP + 50% of EDC + All other charges as applicable

SIGNATURE







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