

greenopolis
A project by Orris & The 3C Company

Photograph of
First Applicant

Mailing Address:

.....
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E-mail

Tele No.....Fax. No..... Mobile No.

Permanent Address:

.....
.....

Tele No..... Fax. No..... Mobile No.

Income Tax Permanent Account No.....

2 SECOND / JOINT APPLICANT: (Compulsory to fill all the details along with a passport size photograph)

Mr. /Ms.....

S/w/d of.....

Guardian's Name (In case of minor).....

Nationality.....

Occupation:

Service () Professional () Business () House wife ()

Any other

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....
.....

E-mail

Mobile No. Tele No.....Fax No.....

Income Tax Permanent Account No.....

3 THIRD / JOINT APPLICANT: (Compulsory to fill all the details along with a passport size photograph)

Mr. /Ms.....

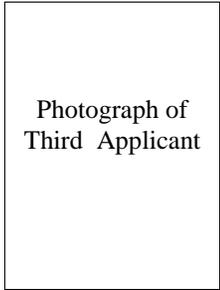
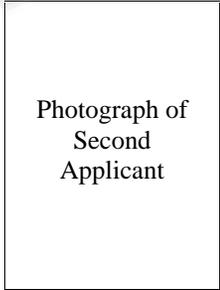
S/w/d of.....

Guardian's Name (In case of minor).....

Nationality.....

Occupation:

Service () Professional () Business () House wife ()



Any other

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

.....

.....

E-mail

Mobile No. Tele No.....Fax No.....

Income Tax Permanent Account No.....

4. Details of the Apartment applied for:

Apartment No..... Floor.....Tower..... Type.....

Super Area..... Sq.Mts.(appx.) (.....Sq.ft. appx.)

5. Payment Plan Opted: PLAN A – Down Payment / PLAN B – Construction Linked

6. Payments:

	Rate per sq. ft.	Total Amount
i) Basic Consideration Price	Rs.....	Rs.....
ii) Preferential Location Charges (if applicable)		
Ground Floor	Rs.	Rs.
1 st to 3 rd floor	Rs.	Rs.
4 th to 7 th floor	Rs.	Rs.
Landscape Facing	Rs.	Rs.
iii) Exclusive Car Parking Space	Rs.....	Rs.....
iv) EDC/IDC	Rs.....	Rs.....
v) Club Membership		Rs.....
vi) Interest Free Maintenance Security	Rs.....	Rs.....
Total Payable*	Rs.....	Rs.....

***Note: Service tax is not included and shall be payable as per government rules along with each demand.**

7. Mode of Booking : Direct / Broker
If Broker (Please affix name and :
Address rubber stamp :
With Tele. No. only) :

I /We the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct.

(i)..... (ii)..... (iii).....
Sole /First Applicant Second Applicant Third Applicant

Date.....

Note:

1. Cheques/Demand Draft to be made in favour of “ _____ ” payable at _____
2. In case, the cheque comprising booking amount is dishonoured due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically canceled / revoked / withdrawn without any notice to the Applicant.
3. All amounts received from intending Applicant(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account only.
4. Incomplete Applications shall not be considered and shall be rejected if not accompanied by photographs, PAN No. or Form 60 of the applicant(s)

Check List:

- Booking amount : Local Cheque/Draft

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

Resident of India

- Self attested Copy of PAN Card/in case of applied for then Form 49A/or Form 60
- Passport size colored photographs
- Self attested Current address proof
- Self attested Permanent residential address
- Self attested ID proof (copy of election card/passport/driving licence)
- Self attested Proof of citizenship
- Any other document/certificate as may be required by the Company.

Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Notarised copy of Partnership Deed
- Office address proof
- In case one of the Partners signs the Application on behalf of the other partners, a letter of authority from all the other partners authorizing him to act & sign documents

Company

- Copy of PAN Card of the Company
- Certified copy of Memorandum & Articles of Association duly signed by either a Director or Company Secretary
- Proof of registered office address
- Board Resolution authorizing the Signatory to sign application form and Buyer agreement

GENERAL TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT (the “Allotment”) OF AN APARTMENT IN ‘GREENOPOLIS’

1. The ‘GREENOPOLIS’ is a Residential Group Housing Project (the “**Project**”) being developed by M/s Orris Infrastructure Pvt. Ltd & M/s Three C Shelters Private Limited, on a parcel of land admeasuring 47.218 acres situated in the revenue estate of village Hayatpur and Badha, tehsil and district Gurgaon, Haryana, (hereinafter referred to as the “Land”) by virtue of a Development Agreement dated 02-11-2011 executed between M/s Orris Infrastructure Pvt. Ltd and Others (**Owners**) and M/s Three C Shelters Private Limited (**hereinafter referred to as the ‘Company’**). The Director Town and Country Planning (**DTCP**), Haryana has granted license to develop and construct the said Group Housing Project in favour of the Owners vide license No. No. 115 of 2011 dated 23-12-2011 (“**License**”)

2. Allotment to the Applicant is purely provisional and is further subject to the compliance (by the Applicant) with terms & conditions, restrictions and limitations contained in the License, the apartment buyers agreement (by and between the Applicant and Company which shall be executed upon the Company issuing a notice to the Applicant requiring the Applicant to execute the same), and all laws, notifications and rules as maybe applicable inter alia to the Apartment and/or the Plot, including any amendment or variation thereof.

The Applicant has read and understood, and has hereby agreed to abide by all such terms & conditions, restrictions and limitations.

3. The Applicant has undertaken all necessary due diligence on the Land and the Apartment, with respect to the title of the Owners and Company and has seen and perused the relevant documents/papers in relation to the same and is fully satisfied that the title of Owners to the said Land is marketable and that the Company has full right and authority to develop and construct the Project on the said Land and sell specific Apartment thereof to any party(s).

4. The Applicant(s) shall pay to Company the total cost of the Apartment, as specified under the allotment letter (the “**Consideration**”), in accordance with the payment plan opted by the Applicant(s) forming part of the allotment letter and annexed thereto as **Annexure-A** (the “**Payment Plan**”). All sums due and payable by the Applicant to Company, in relation to the Apartment shall be paid on the due dates [specified under the Payment Plan] into Three C Shelters Pvt. Ltd. **A/c.** or such account as maybe specified by the Company from time to time.

In case an Applicant wants to shift from one payment scheme to another, Company, may or may not permit it, at its sole and absolute discretion, and in case permission is granted, it may impose such conditions as it may think fit.

The timely payment by the Applicant of all the Consideration as per the Payment Plan is to be the essence of Allotment, and the Applicant shall strictly adhere to and make payment as per the Payment Plan, and further that Company is under no obligation to send reminders for any payments due to it from the Applicant. In the event of any delay in payment by the Applicant, the Applicant shall be required to pay interest @18% p.a. from the due date (under the Payment Plan) in relation to all such outstanding amounts/payments. Further, all payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments, as due under the Payment Plan, and no payment will be taken by or on behalf of Company, after due date without the payment of the applicable interest.

5. Notwithstanding the above, where any part of the payment towards the Consideration for the Apartment, is not received by Company within 3 months of the due date set out under the Payment Plan opted by the Applicant, then Company shall be entitled to cancel Allotment, and retain the Earnest Money (as hereinafter defined), from amounts paid by the Applicant to Company. Pursuant to such cancellation/withdrawal of Allotment, the Applicant(s) shall have no right, title, lien, claims or demands whatsoever against the Apartment.

In such event (i.e. where the Allotment has been cancelled/withdrawn by Company), the Company shall return to the Applicant amount paid thus far by the Applicant towards the Consideration, after the deduction and retention of the Earnest Money and all costs, expenses, taxes and service charges as maybe specified by Company within a period of 60 days from the date of such cancellation/withdrawal, without any interest being due (from Company to the Applicant) thereon.

6. Where any charges, development levies, property taxes, cesses, fees and any other sums payable (“**Taxes**”) to or demanded by the applicable municipal authorities, DTCP, Haryana Urban Development Authority or any local authority or governmental agency, (“**Governmental Authority**”) in respect of the Land, the same shall be borne by the Applicant in proportion to the super area of the Apartment and shall be payable immediately on demand before the title in respect of the Apartment is transferred by Company in favour of the Applicant.

It is clarified that the cost of the individual electric, water, sewer connection charges, provision for fire fighting equipments, power backup and charges for operation of generator sets, club membership/usage of club facilities, IFMS, External Development Charges (EDC), Infrastructure Development Charges (IDC), Exclusive Car Parking Space etc. are not included in the basic sale price and will be chargeable extra.

7. The Company, in addition to and apart from basic price of the Apartment shall be entitled to determine and charge from the Applicant preferential location charges (“**PLC**”) for certain apartments in the Project (as maybe specified by Company), and where the Applicant(s) opts to book and apply for allotment of any such apartment, the Applicant shall be required to also pay all such applicable charges towards PLC.
8. Out of the payments made by the Applicant, a sum equivalent to 10% (ten percent) of the total Consideration in respect of the Apartment shall be deemed to be the earnest money (the “**Earnest Money**”).
The Applicant agrees and acknowledges that the Earnest Money shall at all times be a non-refundable deposit, and constitutes a genuine pre-estimate of the damage accruing to Company, in the event of the failure of the Applicant to comply with its obligations under Allotment.
9. The amounts (including the basic charges and the other charges) specified under the Payment Plan, are being calculated, charged and are to be paid by the Applicant based on the present proposed super area of the Apartment. Provided that in the event of any increase/decrease in the super area of the Apartment the total consideration of the Apartment shall be subject to revision by Company and shall be payable and/or adjustable from the price at which the Apartment has been booked for allotment by the Applicant.
10. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area of the said Apartment on account of structural design of the complex/towers in the Project, it is clarified that it is only the interior space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation of the saleable area does not give any proprietary interest therein to the Applicant.
11. (a) Subject to force majeure and subject further to all the Applicants for the Project, making timely payment, Company shall endeavor to complete the construction of the Apartment within 36(Thirty Six) months with 6 (six months) grace period from the date of the Allotment of the Apartment in the project to the Applicant. No claim whatsoever by way of damages/compensation shall lie against Company in case of delay in handing over the possession on account of any of the reasons stipulated above and Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Apartment to the Applicant. It is however, understood between the Parties that various towers/structures/amenities/facilities etc. comprised in the Project shall be completed in phases.
- (b) Subject to the applicant having complied with its obligations including but not limited to timely payment of the Consideration and other charges as per the Payment Plan opted by the applicant, in the event of any willful delay in construction of the Apartment for reasons attributable solely to the Company, delay charges would be payable to the Buyer, in the manner and to the extent specified herein below:

Period of Delay after expiry of grace period as mentioned above (Months)	Penalty per Month (Rs. Per Sq. Ft.)
1- 4	5.00
5 - 8	7.50
9 onwards	10.00

It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the applicant for the same (and be calculated from the date of the said demand), till the date when possession of the Apartment is offered to the applicant. Further, all payments towards the delay charges, as due from the Company, would be adjusted from payments due to the Company from the applicant at the time of the final settlement thereof.

Provided specifically that, the Company shall be entitled (without the payment of any delay charges) to not offer possession of the Apartment, to the Buyer, till all amounts due and payable by the Buyer to the Company, as of such date (including all default interest specified above), have been paid by the Buyer.

- (c) The Apartment Buyer shall take possession of the Apartment within 30 days from the date of issue of offer to take possession, failing which he shall be liable to pay holding charges in the manner and to the extent specified herein below .

Period of Delay after expiry of 30 days	Penalty per Month (Rs. Per Sq. Ft.)
1-4 months	5.00
5 – 8 months	7.50
9 months onwards	10.00

Further in the event of the Applicant failing to take possession for any reasons whatsoever, the Applicant shall be deemed to have taken the possession of the Apartment on expiry of 30 days of offer of possession being made by Company (to the Applicant), and the Applicant shall be liable for the payment of maintenance charges or any other taxes, levies, outflows leviable or applicable in relation to the Apartment. Further, Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the Apartment on account of the Applicant not taking possession of the Apartment as specified hereinabove.

- (d) The Applicant shall, after taking possession or deemed possession of the said Apartment, as the case may be, or at any time thereafter, have no objection to Company undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Apartment sold to the Applicant.
- (e) The Applicant shall be entitled to take possession of the Apartment only after all the amounts payable under Allotment letter are paid and the execution by the Applicant of the tripartite conveyance deed with the Company and Owners (“**Conveyance Deed**”) in respect of the said Apartment and due registration of the same with the with the Sub-Registrar concerned.
- (f) The Applicant agrees and acknowledges that upon taking possession of the Apartment as provided herein, the Applicant, shall have no claim against Company as to any item of work, materials, installations etc. in the said Apartment or on any other ground whatsoever, and the Applicant waives all rights and claims in relation to the same.
12. That subject to clause below, at any time prior to the execution of the Conveyance Deed, the Applicant may nominate a third party and may get the name of his nominee substituted in his place, subject to the prior approval of Company and on clearing all dues till that date to Company; Company, may at its sole discretion, permit such substitution/nomination on such conditions as they may deem fit and proper, and in accordance with the guidelines issued by any Governmental Authority, if any, in this regard.
- All applicable administrative transfer charges for such substitution/nomination (as prescribed by Company), together with any applicable taxes, dues or duty leviable under any law for such substitution/nomination will be to the sole account of and be payable by the Applicant, prior to such substitution/nomination. It is hereby clarified that any change in name of the Applicant (including all additions/deletions) shall be deemed as substitution for the purpose of Allotment.
13. Upon completion of the Project, Company, subject to the Applicant having paid the entire consideration and other charges and dues to Company as per the Payment Plan, shall execute the Conveyance Deed in favour of the Applicant for sale of the Apartment as per the rule, regulations, bye-Laws and other applicable regulations of the Governmental Authority. All costs expenses pertaining to the execution of the Conveyance Deed including inter alia, payments towards applicable Taxes, stamp duty, registration charges etc. shall be borne and paid by the Applicant.
14. Save and with the sole exception of the interior spaces of the Apartment allotted to the Applicant, the Applicant shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircase, lifts and corridors (the “**Common Area**”). Provided that the Applicant shall, subject to the payment (to Company or the maintenance agency appointed by it) of all of maintenance charges, have rights of use of the Common Area.

However, all such Common Areas and facilities shall remain the property of Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/assigned to any other body or association or society of residents of the Project, in accordance with the provisions of Haryana Apartment Ownership Act, 1983 or any other law applicable to the Project.

Provided further that any club, swimming pool, open spaces, parking spaces (except to the extent the parking space that are transferred to any body or association or society of residents), public amenities, business lounges, shopping center if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of Company.

15. The Applicant shall pay on demand taxes of all and any kind whatsoever, whether levied now or leviable in future, on the land or building(s), as the case may be, from the date of allotment of Apartment and so long as each Apartment is not separately assessed for such taxes for the land and/or building(s), the same shall be payable and be paid by the Applicant in proportion to the super area of the Apartment allotted to such Applicant. Such apportionment shall be made by Company or the designated maintenance agency, as the case may be, and the assessment and apportionment of the same shall be conclusive, final and binding upon the Applicant.
16. The Company covenants with the Applicant that on the Applicant paying the dues and performing the terms of Allotment and stipulations herein contained, he shall peacefully hold and enjoy the said Apartment without any interruption by any person rightfully claiming under or in trust for Company.
17. The Applicant shall not do or permit any person to do the following acts.
 - (a) To store in the Apartment any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Apartment or any part thereof.
 - (b) To do anything or in about the said Apartment which may tend to cause damage to any flooring or ceiling or any Apartment over/below or adjacent to the Apartment Applicant or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - (c) To demolish the Apartment or any part thereof or to make any additions or alterations of whatever nature to the said Apartment or any part thereof.
 - (d) To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other Common Areas even if a particular floor/floors are occupied by the same Applicant.

It is clarified further that the Applicant(s) of the ground floor of any tower/building of the Project shall not have exclusive right over the lawn or any open space attached/close to his Apartment.

 - (e) To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Apartment to be acquired by him which in the opinion of Company or the designated maintenance agency differ from the colour scheme of the tower/buildings of the Project.
 - (f) To put up any name or signboard, publicity or advertisement material outside the allotted Apartment or anywhere in the common areas without prior (written) permission of Company or the designated maintenance agency.
 - (g) to make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the Project.

18. The said Project shall always be known as **Greenopolis** and the same shall not be changed by any association or society of the apartment owners or any other persons. Further, at all times, the name of the Project and the name of **Greenopolis** and the 3C Group and Orris and their respective logos shall always be displayed at a prominent place in the Project. The copy right/trade mark/property mark and all intellectual property (including the words **Greenopolis**), (whether registered or not) shall always remain and vest with the 3C Group and Orris Group, and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.

19. Any delay or indulgence by Company in enforcing the terms of Allotment or any forbearance or giving of time to Applicant shall not be construed as a waiver on the part of Company of any breach or non-compliance of any of the terms and conditions of Allotment by the Applicant nor shall the same in any manner prejudice the rights of Company.
20. The Applicant(s) shall prior to taking over possession of the Apartment also enter into and execute a separate agreement (the "**Maintenance Agreement**") for upkeep and maintenance of the common areas and services and facilities in the complex (as specified in the said agreement), with such entities as maybe specified by Company.
21. The Applicant shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment) in the Complex as determined by Company or its nominated agency (as maybe specified under the Maintenance Agreement).
22. The layout plan of the entire Project as drawn by Company is tentative and is subject to change, if deemed necessary by Company or as may be required by any Governmental Authority from time to time.

The Company shall, including where so required by any Governmental Authority, be entitled at its sole discretion to make suitable alterations in the layout plan, including inter alia towards a change in the area of the Apartment, any floor, building, tower, the number of apartments in the Project, the location and increase/decrease in the number of car parking slots in the Project or allotted to the Applicant(s). In regard to all such changes deemed necessary by Company and/or its architects, the opinion of Company and/or Company's architects shall be final and binding on the Applicant(s).

Further, in the event that there is any increase/decrease in the super area of the Apartment or an Apartment becomes preferentially located as a result of the alteration of the layout plan for the Project, the revised price and/or preferential location charges shall be payable/adjusted in respect of the Apartment at the original price at which the Apartment has been applied for by the Applicant and booked for allotment by Company.

23. The Applicant(s) agrees and acknowledges that the rights under and in relation to the ownership of land(s), facilities and amenities (including the common areas) other than those within the tower/building in which the Apartment is located shall vest solely with Company. It is hereby clarified that Company shall have the sole right and authority to deal in any manner with such land(s), facilities, common areas and/or amenities.
24. The Applicant(s) shall be together with the allotment of the Apartment, be also provided the right to use one car parking space (in the basement of the Project) on an exclusive basis by the Applicant for such parking. Provided that Company may allot and allocate surface parking to the Applicant(s) on such terms and charges as maybe stipulated by Company from time to time.

It is hereby clarified that the Applicant(s) shall not have any ownership rights over the said parking, and further that the right of use for the said car parking shall attach to the Apartment and be stand automatically transferred along with the transfer of the Apartment (to the transferee of the Apartment).

25. The Applicant(s) agree and clearly understand that no transfer/resale of the said Apartment by way of nomination or otherwise shall be permitted at any time prior to the receipt of 30% (Thirty percent) of the applicable Basic Selling Price by the Company. However, in case any such transfer is permitted by the Company at its sole discretion, the administrative charges for any such transfer/permission shall be as may be decided by the company at its sole discretion.
26. Apartment would be provided with power backup of upto 4 KVA for 2 BHK, Upto 9 KVA for 2 BHK plus Study, 3 BHK and 3 BHK plus servant, and Upto 11 KVA for 4 BHK and 4 BHK plus servant
27. The Applicant(s) may at their option raise finances or a loan for purchase of the Apartment, after obtaining of the no-objection certificate from the Company.

Provided however, it shall remain the sole responsibility of the Applicant to ensure sanction of the loan and disbursement of the same as per the Payment Plan opted for by the Applicant. In the event of any default or delay in making of applicable payments to Company, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Applicant, Company shall be entitled to take

recourse to all remedies available under applicable law, Apartment Buyers Agreement including inter alia to terminate the Allotment.

The Allottee(s) agree that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution/ bank shall always have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted.

28. The Applicant agrees and acknowledges that in the event that Company is unable to allot the apartment applied for, Company shall only be required to consider allotment of an alternative apartment or refund the amount deposited by the Applicant(s) along with simple interest @ 10% (10 percent) per annum, and shall not be liable for any other damages/compensation on account of such inability (on the part of Company) to provide the apart applied for by the Applicant.

Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Applicant, is purely provisional in nature, and any cancellation of the Allotment for any reasons whatsoever shall not entitle the Applicant to or give rise to a cause of action for any injunctory relief or a relief of specific performance and that the Applicant hereby waives all rights in relation to the same.

29. The Applicant(s) shall be required to provide and register their complete residential address with Company at the time of booking. Further it shall be the sole responsibility of the Applicant to inform Company of all subsequent changes in his/her address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Applicant at the time when those should ordinarily reach the address specified by the Applicant at the time of the booking for the Apartment. It is hereby clarified that at no time shall Company be required to undertake any inquiry in relation to the veracity of any address provided by the Applicant, and further that the Applicant(s) shall all be responsible for any default under Allotment, the Apartment Buyers Agreement or applicable law, as may arise from their provision of an incorrect address or non-updation/non-amendment of such address.

30. The Applicant(s) having NRI status or being foreign nationals 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. Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right over the Allotment of the said Apartment allotted herein. In case any such permission(s)/approval(s) is ever refused or subsequently found to be inconsistent with the statutory requirement, the amount paid towards Allotment will be refunded by Company after retaining the Earnest Money without any interest and the Allotment shall stand cancelled forthwith. The Applicant agrees that Company will not be liable in any manner whatsoever in this regard.

31. The Company and the Applicant both agree that all payments (including towards interest) towards, losses, delays, and under this Allotment shall be a genuine pre-estimate of the damages or losses likely to occur.

The Applicant(s) agrees and understands that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Applicant(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose off in any manner it chooses without any interference from the Applicant(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex.

32. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application and/ or General Terms & Conditions of provisional Allotment, 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 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 Delhi by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that the Applicant(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Applicant(s) confirms that notwithstanding such relationship/connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no other person or authority shall have the power to appoint the arbitrator.

The Courts at Gurgaon alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction.

33. The Applicant(s) agree and acknowledge that the general terms and conditions as set forth hereinabove are only illustrative and not exhaustive and may be altered or varied at any time by Company.

Further, notwithstanding anything contained herein, Company, reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

The Applicant(s) shall indemnify and keep the Company, directors, its agent, representatives, employees, estate and effect 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 the Application and Agreement.

The Applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

(i)..... (ii)..... (iii).....
Sole /First Applicant Second Applicant Third Applicant

Signature of Applicant(s)