APPLICATION FORM UNIT NO: _____ DATE: _____

RERA REGISTRATION NO._____

MARKET CITY Orris Infrastructure Private Limited

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

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

Dear Sir/Madam,

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

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

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

I/We am/are encl	osing herewith Cheque/Deman	1 Draft No.		dated	i	n favour	of "ORRIS
INFRASTRUCT	URE PRIVATE LIMITED'	' payable	at "_	"	for 1	Rs	
(Rupees	only) drawn on		Bank	as the booking	amou	nt for the	provisional
allotment of the U	nit (hereinafter referred to as "Be	oking Amo	unt").				

My/ Our particulars as mentioned below may be recorded for reference and communications:

1. Applicant (Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs.	Please affix your self-attested
Nationality Profession	photograph here
Designation	
Company Name/ Firm Name	
Residential Status: Resident Indian Non - Resident Foreign Natio	nal of Indian Origin
Residential Address	Pin Code

Sole/First Applicant

Second Applicant

Third Applicant

Office Address	Pin Code
Address for Communication Residential/ Office/ Others, Please Specify	
Email Id :	
Telephone No. Res Off	
Mobile Fax	
Date of Birth D D M Y Y Y Y Marital Status : Single	Married
Anniversary Date :	
PAN No Aadhaar/Passpo rt No	
2. Applicant (Sole/First)Mr./Mrs./Ms/M/s	Please affix your
Son/Wife /Daughter of Mr./Mrs.	self-attested
Nationality Profession	photograph here
Designation	
Company Name/ Firm Name	
Residential Status: Resident Indian Non - Resident Indian Foreign Nation	nal of Indian Origin
Residential Address	Pin Code
	_
Office Address	Pin Code

Sole/First Applicant

Second Applicant

Third Applicant

Address for Communication Residential/ Office/ Others, Please Specify Email Id : Telephone No. Res. Off. Mobile Fax Date of Birth D Y Marital Status : Single Married Μ Μ Anniversary Date : _____ Aadhaar/Passpo PAN No. rt No. 3. Applicant (Sole/First)Mr./Mrs./Ms/M/s Please affix your self-attested Son/Wife /Daughter of Mr./Mrs. photograph here Nationality Profession Designation Company Name/ Firm Name Residential Status: Non - Resident Foreign National of Indian Origin Resident Indian Indian **Residential Address** Pin Code

Sole/First Applicant

Second Applicant

Fourth Applicant

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	Din Codo
	Pin Code
	_
Address for Communication Residential/	
Office/ Others, Please Specify	
Email Id :	
Telephone No. Res Off	
Mobile Fax	
Fax	
Date of Birth D D M M Y Y Y Marital Status : Single	Married
	_
Anniversary Date :	
PAN No Aadhaar/Pass	
port No	
4. Applicant	
4. Applicant (Sole/First)Mr./Mrs./Ms/M/s	Please affix your
(Sole/First)Mr./Mrs./Ms/M/s	Please affix your
	Please affix your self-attested
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs.	Please affix your
(Sole/First)Mr./Mrs./Ms/M/s	Please affix your self-attested
(Sole/First)Mr./Mrs./Ms/M/s	Please affix your self-attested
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs.	Please affix your self-attested
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession Designation	Please affix your self-attested
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession Designation	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession Designation Company Name/ Firm Name Residential Status: Resident Indian Non - Resident Foreign Natio	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession Designation Company Name/ Firm Name Residential Status: Resident Indian Non - Resident Foreign Natio Indian Foreign Natio	Please affix your self-attested photograph here
(Sole/First)Mr./Mrs./Ms/M/s Son/Wife /Daughter of Mr./Mrs. Nationality Profession Designation Company Name/ Firm Name Residential Status: Resident Indian Non - Resident Foreign Natio Indian Foreign Natio	Please affix your self-attested photograph here

Sole/First Applicant

Second Applicant

Third Applicant

Office Address				Pin Code
-				
Address for Communication Office/ Others, Please Spec				
Email Id :				
Telephone No. Res			Off	
Mobile			Fax	
Date of Birth D D M	1 M Y Y Y Y M	Marital Status : S	ingle	Married
Anniversary Date :				
PAN No		Aadhaar/Pass port No.		
1. Payment Plan:		Installments		
2. Preference of Said Unit	to be purchased:			
Type Unit No.		Carpet Area	(sq. mts.)	(sq. ft.)
	Floor		(sq. mts.)	(sq. ft.)
			(sq. mts.)	(sq. ft.)
			(sq. mts.)	(sq. ft.)

Sole/First Applicant

Second Applicant

Third Applicant

PRICE BREAKUP	UNIT NO.	
PARTICULARS	RS./SFT	RS.
CARPET AREA		
BASIC		
PREFERABLE LOCATION CHARGES (PLC)		
INSURANCE		
EDC/IDC CHARGES		
INTEREST FREE MAINTENANCE SECURITY		
(IFMS)		
ANNUAL COMON AREA MAINTENACE*		
GST AS APPLICABLE		
TOTAL ALL INC. PRICE		

*This application form comprises of _____ pages all of which should be read, understood and duly signed thereafter.

Declaration:

I/ We have fully read and understood the terms and conditions as set out in the Application Form. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I / We further declare that the details / information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter of being false and untrue on my / our part, the Promoter at its sole discretion may cancel the Allotment and initiate appropriate legal action at my / our costs, risks and consequences. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Unit. I/We shall be considered as intending Allottee(s) only.

I/We shall also abide by the Agreement to sell to be executed with the Promoter and till such time, the terms and conditions signed and accepted by me/us herein shall be construed as my/our acceptance towards bilateral understanding/agreement with the Promoter.

Signature of Applicant(s)

Place: _____

Date: _____

Notes:

All Drafts/ Cheques are to be made in favour of "Orris Infrastructure Private Limited", payable at Gurgaon The Drafts/ Cheques are accepted subject to realization. Bank charges for outstation cheques to applicant's account and credit from the date of actual receipt of funds.

Sole/First Applicant

Second Applicant

Third Applicant

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

Authorized Signatory For **Orris Infrastructure Pvt. Ltd.**

Second Applicant

Third Applicant

DEALER DECLARATION

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

I______authorized signatory of M/s______having RERA Reg. 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 faked and resultant cancellation of booked Unit by the

Promoter. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid

Address & Mobile No.

Applicant(s).

Signature of the Dealer with stamp

Signature Specimen

First Applicant Signature						
Specimen One	Specimen Two					
Co/Second App	licant Signature					
Specimen One	Specimen Two					

CHECKLIST

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Four Specimen Signatures have been made by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self attested copies of PAN card and AADHAAR Card 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
- Address Proof and other relevant documents are attached with the form

Remarks (if any): Booking Concession (if any):_____

Booked By		Checked B	у	Approved By
Sole/First Applicant	Second Applicant		Third Applicant	Fourth Applicant

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

Applicant agrees as under:-

1.	I/we have appli	ied for	allotment	of	(herei	n 'Un	it') in	the	Project	name	d as
		c	on land	admeasuring		sq.	mts.	sit	uated a	at Vi	llage
			(popu	larly known as	")" ("	said Proj	ject") ł	being
	developed and c	onstructe	d under l	awful arrangem	ents by M/s					((CIN
	_), a Comp	any registered u	nder the Com	anies	Act, 19	956 h	aving its	Regis	tered
	office at				(her	ein ref	erred to	o as '	'Promote	er") on	land
	situated at Villag	e									

- 2. I/We have complete knowledge of the Project, and have also seen the sanctioned building plans (including all revisions thereof). I / We agree that the provisional allotment of the Apartment shall be subject to my/our Application being complete in all respects and the initial booking amount deposited with the Application Form realized by the Promoter. I / We also agree that the provisional allotment of the Apartment shall be at the absolute discretion of the Promoter and in case of rejection of my Application, I / We undertake not to claim any compensation or interest from the Promoter except the refund of my / our initial booking amount.
- 3. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application.
- 4. Before applying for allotment of said Unit, I/we have verified the terms/ conditions of allotment and 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 and nature of rights, title, interest of the Promoter in the said Project, which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the concerned Competent Authority (hereinafter referred to as "said Authority") and subsequent amendments thereof and has further understood all limitations and obligations in respect thereof. I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority in this regard to the Promoter.
- 5. I/we acknowledge that the Promoter, as and when demanded by me/us, has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matters/things as specifically represented in this Application and on my/our own judgment and investigation(s) for applying for allotment of the said Unit.
- 6. The Promoter agrees to execute Builder Buyer's Agreement for the Apartment in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, and any amendments made therein from time to time and prevailing as on the date of execution. The allotment of the Apartment shall be subject to terms and conditions of this Application Form, and / or Builder Buyer's Agreement (to be executed) and other such terms and conditions as in future may be applicable and I / We undertake to abide by such terms and conditions.
- 7. I/we agree to make all payments within time in terms of schedule of payments as mentioned above 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 "_____" payable at par.
- 8. The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Said Apartment to the applicant after obtaining the necessary approvals from competent authority for the purposes of such possession:
- 9. Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the applicant to the Promoter shall be increased/ decreased based on such change / modification. I/we hereby understand that the Promoter shall confirm the final area of Said Unit that has been allotted to me/us after the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area, then the Promoter shall

Sole/First Applicant

Second Applicant

Third Applicant

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

- 10. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.
- 11. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone real estate Project.
- 12. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.
- **13.** I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of Total Price of the said Unit shall collectively constitute the booking amount.

(i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Unit is the essence of the terms of the booking. I/we agree to make all payments within time as per the terms of Schedule of Payments as mentioned in above and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/ reminders for payments. I/we understand and agree that in case I/we fail to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard I/we shall be liable to pay interest to the Promoter on the unpaid amount at prescribed rate MCLR + 2% per annum.

(ii) In case I/we fail to make payments for a period beyond 2 consecutive months after notice from the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the Said Unit and forfeit out of the amounts paid by me/us, the booking amount as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc. The amount, if any, paid over and above the booking amount, interest on delayed payment due or payable, brokerage, dealer commission etc. shall, however be refunded to me/us or financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by me/us and the Agreement For Sale /Allotment Letter executed between the Promoter and me/us shall thereupon stand terminated and I/we shall be left with no right, title, interest, lien etc. on the said Unit. The Promoter shall intimate me/us about such termination at least 30 days prior to such termination.

(iii) Further, if any discount/ concession has been given by the Promoter in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied cost, then I/we hereby authorize the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of Total Price of the said Unit, which I/we hereby agree to pay immediately.

14. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case I/we propose to cancel/withdraw from the Project without any fault of the Promoter, The Promoter

Sole/First Applicant

Second Applicant

Third Applicant

shall be entitled to forfeit booking amount paid for the allotment. The balance amount of money paid by me/us shall be returned by the Promoter to me/us without interest within 90 days of such cancellation.

- **15.** I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- 16. All statutory charges, taxes, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Promoter. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that all applicable taxes shall be payable in accordance with the opted payment plan for payment of Total Price of the said Unit. If I/we fail to disburse the installment along with applicable S tax on Total Price of the said Unit in timely manner, in such eventuality, any such unpaid tax shall be construed as unpaid payment of Total Price of the said Unit and Applicant shall be liable to pay the due installments along with due taxes and interest, as applicable.
- 17. I/we hereby agree that upon completion of the said Project/Building I/We shall enter into a Maintenance Agreement with the Promoter or any other nominated maintenance agency or other body as appointed by the Promoter from time to time for the maintenance and upkeep of the common areas and common services of the said Project and I/We hereby undertakes to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Promoter or its nominated maintenance agency.
- 18. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account.
- **19.** I/we shall before taking possession of the Said Unit, must clear all the dues towards the Said Unit and have the Conveyance Deed for the said Unit executed in my/our favor by the Promoter after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- **20.** I/we shall use/ cause to be used the said Unit for designated Commercial/Office purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Said Unit and forfeiture of the booking amount and other dues as stated hereinabove and the applicant will have to compensate the Promoter for all other losses resulting there from.
- 21. I/we shall have no objection in case the Promoter creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Said Unit to me/us.
- 22. I/we shall get my/our complete address and e-mail ID registered with the Promoter at the time of booking and it shall be his responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.
- 23. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Agreement For Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Agreement For Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Agreement for Sale in this regard.
- 24. In case there are joint applicants, all communications shall be sent by the Promoter to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
- **25.** The Applicants) agree that in (lie event of any dispute or difference arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant(s) and the Company shall be settled amicably by mutual

Sole/First Applicant

Second Applicant

Third Applicant

discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant hereby confirms that the Applicant (s) shall have no objection to the appointment of the Sole Arbitrator by the Company.

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

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

Signature(s):	1			2		
		(Sole/ First Applicant)		(Second Applicant)		
	3.		4.			
	5	(Third Applicant)	Ţ	(Fourth Applicant)		

Place: _____

Date: _____

Sole/First Applicant

Second Applicant

Third Applicant

PAYMENT PLAN

PAYMENT PLAN*						
SCHEDULE OF PAYMENT	AMOUNT	SOURCE				
At the time of Booking						
Within 45 days of Booking						
On Offer of Possession						

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

Sole/First Applicant

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Second Applicant

Third Applicant

Fourth Applicant

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