

Promoter (BIP) : ANTRIKSH INDIA PROJECTS PVT. LTD.

Regd. Address : Flat No 93, Plot No. 28/1, Sector-9, Amba Apartment, Rohini, Delhi-85

Corp. Address : SC-01/B-3, Sector-150, Noida-201310

Sales Office : Central Avenue, Subhash Chowk, Sector-33, Gurugram, Haryana

RERA Regn. No. : RC/REP/HARERA/GGM/460/192/2021/28



CENTRAL AVENUE

A Project of ANTRIKSH INDIA Group

Aspirational Living Spaces

3+Servant/3+Study/4+Study Apartments & Deluxe Penthouses
Sector 33, Gurugram

RERA Regn. No. : RC/REP/HARERA/GGM/460/192/2021/28

APPLICATION FORM



CENTRAL AVENUE

A Project of ANTRIKSH INDIA Group

RERA Regn. No. : RC/REP/HARERA/GGM/460/192/2021/28

**APPLICATION FORM FOR BOOKING OF RESIDENTIAL UNIT IN "CENTRAL AVENUE"
BY ANTRIKSH INDIA PROJECTS PVT. LTD. IN SECTOR 33, GURUGRAM**

To,
ANTRIKSH INDIA PROJECTS PVT.LTD.
Corp. Office : SC-01/B-3, Sector 150, Noida - 201310
E-mail : antrikshcentralavenue@gmail.com

Dear Sirs,

I/We ("the **Applicant**") wish to apply for provisional allotment of a residential unit (as detailed below and hereinafter referred to as the "**Unit**") in the residential project "Central Avenue" situated in Sector 33, Gurugram, Haryana (hereinafter referred to as the "**Project**"), to be developed by M/s ANTRIKSH INDIA PROJECTS PRIVATE LIMITED (hereinafter referred to as the "**Company**").

I have fully understood that the project is RERA compliance and duly registered under the Act with HARERA No. (_____).

I/We have read & agree to abide by the preliminary terms & conditions hereunder with the Application Form and also agree and undertake to sign and execute Agreement and/or any other requisite document(s), as and when desired by the Company, and I/we undertake to abide by the same in its true letter & spirit.

I/we herewith submit a sum of Rs. _____ (Rupees _____ only) vide Cheque(s)/Demand Draft(s)/RTGS/NEFT No. _____ dated _____ drawn on bank towards registration/application amount for provisional allotment of the Unit. I/We undertake to timely pay the further installments as conveyed and demanded /called for by the Company from time to time and other charges for provisional allotment of the Unit.

I/We have clearly understood that this application does not constitute an agreement/contract to sell and I/We do not become entitled to the provisional and/ or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the Agreement, then the allotment shall become final. If, however, I/we withdraw/ cancel this application or I/We fail to sign/ execute and return the Agreement within Thirty (30) days from the date of its dispatch by the Company then my/ our application /booking may be treated as cancelled and the earnest money paid by me/ us shall stand forfeited.

I/We further agree and undertake to timely pay the installments and additional charges as per the Payment Plan (opted by me/us) and/ or as stipulated/demanded by the Company, failing which the booking/allotment will be cancelled and the earnest money along with interest on the due amounts shall be forfeited by the Company.

Note : This Application Form must be completed in full in BLOCK LETTERS. Application form, which is not completed in every respect, as given herein below is liable to be rejected. Application form with any cutting /overwriting, not authenticated properly by the Applicant(s) are liable for rejection. And in that event, the Applicant(s) will be eligible for refund of principal amount only, without any interest.

My/our particulars are given below for your reference & record :-

1. First / Sole Applicant: Mr./Mrs./Ms/M/s _____
Through (if applicable) Mr./Ms. _____
Father's/Husband's Name _____
Date of Birth : _____ Profession : _____
Address (O) : _____

Address (R) : _____

Preferred address for communication _____
Telephone (O) : _____ (R) _____ Mobile _____
IT Pan Number : _____
Passport No. _____ Aadhar No. _____
E-mail ID : _____
Name of the Bank with Branch: _____ Account No. _____
Residential Status : Resident Indian Non-Resident Indian Person of Indian origin

**Affix
Latest Passport
Size
Photograph**

Signature of Applicant(s)

2. Second / Sole Applicant: Mr./Mrs./Ms/M/s _____
Through (if applicable) Mr./Ms. _____
Father's/Husband's Name _____
Date of Birth : _____ Profession : _____
Address (O) : _____

Address (R) : _____

Preferred address for communication _____
Telephone (O) : _____ (R) _____ Mobile _____
IT Pan Number: _____
Passport No. _____ Aadhaar No. _____
E-mail ID : _____
Name of the Bank with Branch: _____ Account No. _____
Residential Status : Resident Indian Non-Resident Indian Person of Indian origin

**Affix
Latest Passport
Size
Photograph**

Signature of Applicant(s)

Note : In case of more than two joint applicant's similar details of all the remaining Applicants to be attached.

PARTICULARS OF BOOKING

1. (A) Details of Unit Applied for :

- (i) Unit No. _____ Type Of Unit-----
(ii) Super Area _____ Sq. Ft. (approx.) or corresponding equivalent _____ Sq.Meter.
(iii) Carpet Area _____ Sq.Ft. (approx.) or corresponding equivalent _____ Sq.Meter.
2. Basic Sale Price ----- **Per Sq.Ft.**
Basic Cost: Rs. _____ /- (Rupeesonly)
3. Preferential Location Charges :-
a) Floor PLC
b) Corner PLC
c) Landscape facing PLC
4. External development charges **(EDC)**
5. Infrastructure Development Charges **(IDC)**
6. **Car Parking :-**
a) Covered Car Parking
b) Open car Parking
7. Club Membership Charges
8. Power Backup
9. Fire Fighting Charges (FFC)
10. IFMS (Interest Free Maintenance Security)
- (B) **Payment Plan :** Down Payment [] Development/Time Linked [] Special Payment Plan []

Note:1. The Booking Amount shall constitute 10% of the total sale price of the Unit and Goods And Services Tax (GST) as applicable or any impositions/taxes/cess/charges as may be applicable/levied, or any statutory levies, taxes, assessments, Development charges, or any other charges as applicable on the UNIT, stamp duty, registration charges, etc. whether levied by the Central / State government in present or in future shall be over and above the said Cost which shall be borne and paid by the Applicant(s) separately, as and when demanded by the Company.

2. Electrical charges, Sewerage charges, Water charges shall be payable as per actual or as per Govt. norms.

* I/We have accepted the Cost as above [signature of Applicant(s)]

2. Particulars of the Agent / Dealer, if any

Name: _____
Address: _____

Income Tax Permanent Account Number: _____ Passport / Aadhar No. (if any) _____
E-mail ID : _____ Telephone (O) : _____ Mobile _____

3. This Applications, provisional allotment and further confirmation of allotment of the Unit and its usage shall be governed by the allotment terms, agreement and applicable Acts / laws / rules /regulation policies of Government of India and of Government of Haryana.

Signature of Applicant(s)

I/We the above Applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Allotment against this application is subject to the terms and conditions attached to this application form and that of the allotment letter/ agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s)/assignee(s). I/ We undertake to inform the Company of any change in my/ our address or in any other particular/ information given above, till the booked property is registered in my/ our name(s) failing which the particulars shall be deemed to be correct and the documents/ letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Note: (I) All cheques / Demand Drafts to be made in favour of "M/s. ANTRIKSH INDIA PROJECTS PRIVATE LIMITED" payable at New Delhi.
 (II) Persons signing the Application Form on behalf of other person/ firm/ company shall file proper Authorization / Power of Attorney.

1. _____

1. _____

2. _____

2. _____

Name of Applicant(s)

Signature of Applicant

Witnesses: 1. _____

2. _____

Place

Date

DOCUMENTS REQUIRED (CHECK LIST)

- A. Application Amount in form of cheques/ Demand Drafts/NEFT/RTGS;
- B. Customer Signature on all pages of the Application Form;
- C. Self-Attested Copy of PAN CARD/ Form 60, Address and ID proof; Aadhar Number
- D. For Companies: Self-Attested Memorandum & Articles of Association, Board Resolution, duly certified list of Directors;
- E. For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed;
- F. For NRI: Copy of Passport & Payment through NRE/NRO Account;
- G. For PIO: Copy of Passport, Overseas Citizen of India Card & Payment through NRE/NRO Account;
- H. Signed copy of Price List cum Payment Plan.

Signature of Applicant(s)

FOR OFFICE USE ONLY

1. Application: Accepted [] Rejected []
Reason for Rejection: _____
2. Details of Unit Applied:
 (i) Unit No. _____ Type Of Unit-----
 (ii) Super Area _____square Ft. (approx.) or corresponding equivalent _____ square Meter.
 (iii) Carpet Area _____square Ft. (approx.) or corresponding equivalent _____ square Meter.
3. Basic Sale Price ----- Per Sq.Ft.
Basic Cost: Rs. /- (Rupeesonly)
4. Preferential Location Charges :-
 a) Floor PLC
 b) Corner PLC
 c) Landscape facing PLC
5. External development charges (EDC)
6. Infrastructure Development Charges (IDC)
7. **Car Parking :-**
 a) Covered Car Parking
 b) Open car Parking
8. Club Membership Charges
9. Power Backup
10. Fire Fighting Charges (FFC)
11. IFMS (Interest Free Maintenance Security)

(B) **Payment Plan:** Down Payment [] Development/Time Linked [] Special Payment Plan []

Note: 1. The Booking Amount shall constitute 10% of the total sale price of the Unit and Goods And Services Tax (GST) as applicable or any impositions/taxes/cess/charges as may be applicable/levied, or any statutory levies, taxes, assessments, Development charges, or any other charges as applicable on the UNIT, stamp duty, registration charges, etc. whether levied by the Central / State government in present or in future shall be over and above the said Cost which shall be borne and paid by the Applicant(s) separately, as and when demanded by the Company.

2. Electrical charges , Sewerage charges, Water charges shall be payable as per actual or as per Govt. norms.

12. Amount Received at the time of application is. Rs.----- (Rupees-----
 ----- Only) vide Bank Draft/Cheque No/RTGS/NEFT No.
 ----- Dated ----- Drawn on ----- Bank----- Payable at New Delhi
 Vide our Receipt No.-----

13. Mode of Booking: Direct [] Agent []

Agent Name and Stamp :

14. Remarks.....

Date:

Authorized Signatory:

Place: Name:

Designation:

Signature of Applicant(s)

BASIC TERMS & CONDITIONS FOR ALLOTMENT

1. These are the preliminary Terms and Conditions governing the Provisional Allotment of the Said Unit by the Company to the Applicant (s). The allotment of the Unit shall be subject to availability and at the discretion of the Company. Further it is made clear to the applicant that at the time of final allotment and the allotment letter shall be issued having final terms and conditions in accordance with the provisions of RERA Act, 2016.
2. The Provisional Allotment of the said Unit on the basis of application is entirely at the discretion of the Company and the Company has right to reject any application without assigning any reason thereof. As such signing and submission of the present application does not create any binding agreement between the parties and does not create any obligation on the Company to accept this Application and further enter into any agreement with the Applicant(s) in any manner.
3. Carpet area (as per RERA) guidelines) means the net usable floor of the Unit excluding the area covered by external walls, areas under service shafts, exclusive balconies or verandahs area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
4. The Super/ Super Built-up Area includes the covered area plus balconies or verandahs, proportionate common areas such as corridors, passages, lift, lift rooms, staircase, underground and overhead water tanks, mummies etc.
5. This Application is provisional and allotment shall be confirmed only upon signing of Agreement accepting the terms thereof, which are reproduced only preliminarily herein and the same may change at the time of execution of Agreement.
6. The Applicant(s) has/have applied for allotment of a Unit with the full knowledge and subject to all the laws/notifications and rules applicable to the Project in general which have also been explained by the Company and understood by the Applicant(s). The Applicant(s) further agrees to have made the present Application in his free will and without relying on any representation/advertisement/assurance of the Company.
7. The Applicant(s) has/have fully satisfied himself/herself/themselves about the interest and the nature of rights, title, interest of the Company in the Project Land and has/have understood the obligations in respect thereof, which is being developed by the Company in collaboration with land owner as per the prevailing provisions of Haryana Development of Regulations of Urban Areas Act, 1975 and Rules there under or any other applicable law and has/have further understood all limitations and obligations in respect thereof. The applicant(s) further agrees to abide by the terms & conditions of all permissions, sanctions, directions etc. issued/to be issued time to time in future by Town and Country Planning Department, Haryana or any other concerned Authority.
8. The Applicant(s) has/have, further, agreed and accepted to have carried out his/her/their due diligence with respect to the Project before making this Application.
9. The Applicant(s) has/have seen / read and accepted the layout plans, zoning plans, building plans, designs, specifications and agrees that Company shall develop and complete the project in accordance with the plans, specifications and amenities as approved by the competent authorities from time to time. The Company may affect such variations, additions, alterations, deletions and modification therein as it may deem appropriate and fit with the prior consent of the Allottee(s). The Company shall intimate the Allottee by written communication and the Applicant (s) also undertakes to reply within 15 days of communication by the Company in this regard, if so required. And in the event the Applicant(s) fails to reply, it shall be presumed that the Applicant(s) has/have granted his/her/their consent. However, prior consent of the Applicant shall not be required if there is change, modification or alteration in the layout plan, zoning plan, amenities or specification if such charges, modification or alteration is required by the Government or Competent Authorities, Court Order or due to change in law or statute, policies or such change, modification or alteration that is minor in nature.
10. The Applicant(s) agree(s) to pay the total price of the unit as per the Payment Plan which has already been explained to the Applicant(s) by the Company and agreed/accepted by the Applicant(s). Timely payment of installments shall be the essence of the provisional/ final allotment. It shall be obligatory on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment, failing which the Applicant(s) shall have to pay interest in accordance with the Rule 15 of the HRERA Rules, 2017 i.e. State Bank of India highest marginal cost of lending rates plus 2 % till 60 days of delayed payment, and if the delay continues the Company reserves its right to cancel the allotment / booking and forfeit the Booking Amount and interest accrued on delayed payments, however, the Company may condone the further delay with compounding charges, as levied and at discretion of the company. However, any condonation of delay by the Company in this regard shall not be treated as waiver to any obligations/liabilities of the Applicant(s) and rights of the Company under this Application and the same shall continue to remain in force.
11. The Applicant(s) shall not be entitled to get the name of his/her/their nominee(s)/assignee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible with substitution charges, as levied and communicated by the Company.
12. That the allotment of the Unit, upon fulfillment of the conditions of the allotment, shall be subject to the permissions granted/to be granted by the Town and Country Planning Department/Competent Authority and the usage of the said Unit shall be as per policies, applicable law, rules and regulations framed by Town and Country Planning Department/Competent

Signature of Applicant(s)

Authority/Company and the restrictions as may be imposed by them from time to time. The Applicant(s) has/have understood that he/she/they shall have no right, title, ownership, interest or will not have any right to claim any possession of any kind whatsoever on the adjacent units/properties of the other adjacent allottees and in the common areas/spaces. The development / constructions of the Project shall be done according to the rules & regulations, terms & conditions, restrictions and as per the plan sanctioned /to be sanctioned by the Competent Authority or any other concerned Authority.

13. The Company and the Applicant(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the sale price of the Unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of any of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the Applicant(s) to sign/execute the Allotment Letter / Agreement within the time limit decided by the Company and the Applicant(s) fully consents to strictly adhere to such timelines.
14. The Applicant(s), having NRI/PIO 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. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the booking/allotment/ application shall stand cancelled forthwith. The Applicant(s) agrees that the Company will not be liable in any manner on such account.
15. In case the Applicant(s) wants to avail loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, may facilitate the process subject to the following.
 - a. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the Applicant(s) alone;
 - b. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Applicant(s), failing which the Applicant(s) shall be governed by the provisions contained in clauses stated herein, allotment letter and Agreement.
16. In case of default of dues of the financial institution/agency by the Applicant(s), the Applicant(s) authorize the company to cancel the / booking/allotment of the said unit and pay the amount received till that date after deduction of Earnest Money, interest and any other costs/charges incurred by the Company accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency under intimation to Applicant(s).
17. In the event of cancellation of the Unit for delay in payment of the Installment(s) or due to default on part of Applicant(s) in compliance of the terms and conditions contained herein, the refund of deposited amount shall be made by the Company to the Applicant(s) after deduction of Earnest Money, adjustment of interest accrued on delayed payments and any other costs/charges incurred by the Company, if any, within a period of 45 days from fresh sales & realization of money from the new customer.
18. The Applicant(s) agree(s) to reimburse to the Company and to pay on demand all applicable charges, taxes, levies or assessments, whether levied or leviable in future, on the Unit from the date of allotment.
19. The Company on completion of the development of the phase of the Project, wherein unit is located shall issue final call notice / offer of possession to the Applicant(s), who shall within 30 days thereof, remit all dues and take possession of the Unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be liable to pay the applicable holding charges, maintenance charges and any other levies as applicable to the Unit.
20. The Company shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/completion certificate of the project, as the case may be. The cost of such maintenance and applicable taxes will be paid by the allottee on a monthly or quarterly basis as decided by the Company. The allottee also agrees to sign and execute a separate maintenance agreement with the company / agency appointed by the Company to maintain the common areas of the township.
21. The internal maintenance of said Unit shall be exclusive responsibility of the Applicant(s) from the date of possession or possession due date, whichever is earlier.
22. The Sale Deed/Conveyance Deed shall be executed and got registered in favour of the Applicant(s) after the completion of development work/construction at the site as aforesaid and after receipt of entire dues / payment / consideration from the Applicant(s). The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the Applicant(s). The Applicant(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of conveyance / sale deed/Mutation of the Unit in favour of the Applicant(s).
23. The Applicant(s) shall get his/her/its complete correct address registered with the Company at the time of application and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in

Signature of Applicant(s)

- his/her/their address(s), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of Unit booked must be mentioned clearly.
24. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the Unit. And the Company shall have right to create a charge on the project land during the course of development for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before execution and registration of conveyance deed in favour of the Applicant(s).
 25. Anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Agreement, which the applicant has to execute to confirm his/her allotment.
 26. The Total Price, save and except which the Applicant(s) hereby agrees to pay, shall be subject to increase on account of development charges & external development charges payable to the competent authority and or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Company shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Applicant(s), which shall only be applicable on subsequent payments. Moreover, if there is any increase in the cost of construction material and labour upto 10% (ten percent) (hereinafter referred to as "Variation Charges") as per the input price index of construction as published by CPWD from Delhi which shall be implied to all construction costs on pro rata basis and the same shall be borne by the Company.
 27. The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said Project / Unit and the Applicant(s) shall not use the Unit for any activity other than the use specified for.
 28. In addition to the total price, Applicant(s) shall be liable and responsible to pay all taxes, including but not limited to GST/ any cess or any other similar taxes which may be levied, in connection with the construction of the unit.
 29. The Applicant(s) in addition to the total price of the unit shall pay any charges/deposits which are payable to gas supplying agency for installation of necessary equipment such as gas cylinder / storage tank/ pipe lines etc. wherever applicable.
 30. As per section 194 1A of IT Act, 1% TDS is required to be deducted w.e.f. 1st June 2013 which shall be deposited by the customer directly and form 16 B to be submitted to the company within 30 days of booking.
 31. In case there are joint intending Applicant(s), all communications shall be sent by the Company to the intending Applicant(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending Applicant(s) and no separate communication shall be necessary to the other named intending Applicant(s).
 32. The Company assures to hand over possession of the Plot for Residential/ Commercial/ any other usage (as the case may be) as per agreed terms and conditions unless there is delay due to "force majeure", court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot for Residential/ Commercial/ any other usage (as the case may be). The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Company to implement the project due to Force Majeure and above-mentioned conditions, then the allotment shall stand terminated and the Company shall refund subject to deductions such as taxes, costs incurred by the Company due to the defaults of the Applicant, etc. to the Applicant(s), the entire amount received by the Company from the Applicant(s) within ninety days. The Company shall intimate the Applicant(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities.
 33. The Unit is part of the group housing colony as approved by the Government of Haryana under the laws / Policy of Government of Haryana and is being allotted by the Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case, however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the Government /Court which may also adversely affect the title of Project / Unit, such circumstances shall constitute force majeure circumstances /unforeseen circumstances and in that circumstances the Company shall not be liable to pay for any damages or interest to the Applicant(s).
 34. The company shall endeavor to complete the construction of the said Apartment within Forty Eight (48) months plus/minus Twelve (12) months grace period from the date of the execution of Agreement to Sell or Environment Clearance and Forest Clearance whichever is late but subject to war, flood, drought, fire, tycoon, pandemic, strikes, earthquake or any other calamity caused by nature (Force Majeure) and/or Political disturbance, circumstances cash flow mismatch, and/or delay in issuance, approval, permission, sanction by the competent authority and/or reasons beyond the control of the Company. However in case the Company completes the construction prior to the said period of 48 months plus 12 months grace period the Applicant(s)/ intending Applicant(s) shall not raise any objection in taking the possession after payment of Gross

Signature of Applicant(s)

Consideration and other charges stipulated hereunder.

35. The Company on obtaining certificate for occupation and use for the building in which said Apartment is situated, by the Competent Authorities shall hand over the said Apartment to the Applicant(s)/ Intending allottee(s) for his occupation and use and subject to the Applicant(s)/Intending allottee(s) having complied with all the terms and conditions of the Agreement to Sell. In the event of the failure of Applicant(s)/ Intending allottee(s) to take over and/ or occupy and use the said Apartment provisionally and / or finally allottee within (30) days from the date of intimation in writing by the Company then the same shall lie at his risk and cost and the Applicant(s)/ Intending allottee(s) shall be liable to pay the compensation @ Rs.8/- Sq.Ft. of the gross Saleable Area per month plus applicable taxes, if any, as holding charges for the entire period of such delay. If the Company fails to complete the construction of the said Apartment within Forty eight (48) months plus Twelve (12) months grace period from the date of execution of agreement to sell as aforesaid, then company shall pay to the Applicants(s)/Intending allottee(s) compensatory lease rental per month (or part thereof) at the rate determined by an International IPC for the said apartment for the entire period of such delay subject to maximum payment of compensation up to total interest collected from the Applicant(s)/ intending allottee(s) by the company due to delay of installments . However the compensation will become payable in case the delay is beyond one (1) year. Compensation payment to be calculated from Sixty (60) months (48 months) Forty Eight months plus Twelve (12) months grace period onwards from the date of signing of agreement to sell or environment clearance and forest clearance whichever are later, till the said project / said apartment of the applicant(s) / intending allottee(s) has been readied and occupancy certificate is applied. If delay is caused by the government authority, in issuing of occupancy certificates of the building in which the said apartment is situated, despite building having been completed and occupancy applied such situation will be deemed as "force majeure". Such force majeure periods shall not qualify as delay for the purpose of compensation payment.
36. The Applicant(s) agrees that the Company is under no obligation to give warranty for the items which are purchased as CBU (completely built units) and manufactured items such as cables, wires, bulbs, CP fittings etc.as the same shall be directly governed by the terms and conditions of the manufacturers' warranty. The Company does not stand guarantee for these gadgets/ machinery items. All such jobs including equipment and services executed, manufactured, supplied by specialist equipment and service providers or manufacturers such as generators, lifts, fire fighting system, air conditioning, electrical plumbing, electronic gadgets, surveillance, IT equipments electrical fittings, gadgets, modular kitchen, gas pipelines, pumps, Modular kitchen equipments, switch and sockets, glass items, gas supply lines and gas bank, Sewerage Treatment Plant (STP) etc. shall be covered under warranty terms of those manufacturers or suppliers and will have to be serviced and/or replaced by them as per their terms and conditions and standard operating procedures. Special warranty/extended warranty may be availed by the Apartment owners per the terms and conditions of the manufacturers/service providers or at their own cost.
37. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate/part occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall adjust the excess money paid by Allottee from the amounts payable by the Allottee to the Promoter and if there is any increase in the carpet area and/or super area, which is not more than five percent of the carpet area of the apartment and/or super area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet of Carpet Area as agreed under this Agreement.
38. Electrical meter deposits/connection charges, water and sewer connection charges, power back-up charges, solar panels/ solar geysers charges, load charges and documentation / legal charges including statutory deposits as per actual plus administrative charges as may be applicable along with applicable taxes thereon, shall be separately paid by Applicant(s)/ Intending Allottee(s) as may be charges by the Company of the maintenance Agency.
39. The parking spaces in the said project for the said apartment shall be provided as per the scheme and design planed by the Company within the said Project. The Applicant(s)/ intending allottee(s) agrees to pay reservation charges for Open Car Parking space(s) allottee to him for his exclusive use in the said project and shall not have any ownership rights over the said parking space . The Applicant(s)/ Intending allottee(s) may apply for allotment of Covered car Parking on payment of additional cost and the Company may allot such Covered Car parking at its sole discretion. The Applicant(s)/ Intending allottee(s) agrees not to park their vehicle(s) on the pathway or open spaces of the said Project or at any other place except within the designated space. Any unauthorized parking is likely to be charged, removed or fined at the discretion of the Company or its nominated Maintenance Agency. The Applicant(s)/Intending allottee(s) further undertakes to adhere to the speed limits prescribed by the Company/ concerned authorities.
40. That no request for modification or change in the exterior facades and no internal structural changes of the said Apartment will be permitted by the Company. No reimbursement or deduction in the value of the said Apartment shall be considered by the Company in case the Applicant(s) desire/s (with prior written approval/consent of Company) to do some works/install some different fittings/floorings etc. on his own within the said Apartment and requests Company not to do such work/install fittings/floorings etc. within the said Apartment. The Company shall endeavor to provide specifications as

Signature of Applicant(s)

mentioned in brochure or as communicated to the Applicant(s). If any Applicant(s) wishes to add on features of specifications of which a detailed list shall be available with the company or which may be communicated/advertised by the company from time to time and which have not been informed to the Applicant(s), the same shall be available at extra cost.

41. The Applicant(s) undertakes and agrees not to use the said Apartment for any purpose other than intended purpose or in a manner that may cause nuisance or annoyance to other Apartment owners in the vicinity or for any commercial or illegal or immoral purpose. The Applicant(s) shall not be allowed to do any activity, which may be objected to by the other occupants such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the said Project including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to house rules, fines or penalties as per the latest Supreme Court directives and the laws of the land as applicable from time to time.
42. The Applicant(s) shall not assign, transfer, lease or part with possession of the said Apartment under sale, without taking 'No Dues Certificate' from the Company/ nominated Maintenance Agency.
43. That the Applicant(s) has undertaken and do hereby undertakes that the Applicant(s) shall be solely responsible and liable for violations if any of the provisions of the law of the land and applicable rules, regulations and directions by the Competent Authorities and the Applicant(s) shall indemnify the Company for any liability and/or penalty in that behalf.
44. It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligations arising hereunder in respect of said Apartment/ said Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Applicants of the said Apartment as the said obligations go along with the said Apartment for all intents and purposes and the Applicant(s) assures the Company that he shall take sufficient steps to ensure the performance in this regard.
45. The Applicant(s) agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Application Form and the Agreement To Sell by the Applicant(s) shall be deemed to be events of defaults liable for consequences stipulated therein including Termination/ Cancellation of Allotment and forfeiture of Earnest Money as per terms and conditions of this Application Form.
46. The Company shall endeavor to address and resolve all or any enquiries/complaints/disputes of Applicant(s) arising out of or relating to or concerning or touching the terms and conditions of Application Form/Agreement to Sell or Conveyance Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties within reasonable time up to 90 days of raising of/enquiry/concerns/dispute to the Company or its nominee. The said time period is to be contingent on the Applicant(s) co-operation with at least 3 (three) joint meetings wherein acceptance/non-acceptance of terms and submissions made therein, along with reasons of disagreement, shall be duly recorded and signed by both the parties. A representative from NAREDCO or CREDAI or a retired judge as selected/chosen by the Company may be called in to assist to resolve any issue (s) in the final meeting. If the concerns are not properly addressed even up to 90 days and all efforts failing, the same shall be referred to arbitration.
47. All or any disputes arising out of or touching upon or relating to the terms of this Application Form/ Agreement to Sell/ Conveyance Deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled despite best efforts, 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. A sole arbitrator who shall be appointed by the Company shall hold the arbitration proceedings at New Delhi. The cost of the arbitration proceedings shall be borne by the parties equally. The territorial jurisdiction of the courts shall be Gurgaon, Haryana as well as of Punjab and Haryana High Court at Chandigarh.
48. It is abundantly made clear to the Applicant(s) that in accordance with the Layout Plan of the said Project, the Company may propose to develop a Club/Community Centre and other recreational facilities for the occupants of the said Project. The Applicant(s)/Intending allottee(s) agrees to pay the Club/Community Building Membership Registration Charges for availing the membership of the Club/Community building and development expenses or any other charges as decided by the Company for becoming member of such Club/Community Building. The Applicant(s)/Intending allottee(s) shall abide by the terms and conditions laid down by the Company from time to time for the usages and services availed by him. The Company as the owner of such owner of such areas, facilities and amenities shall have the sole and absolute right and authority to deal in any manner, including but not limited to create rights in favour of any third party by way of sale, transfer, lease or any other mode which the company in its sole discretion may deem fit.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant(s) for the period of delay/ suspension of scheme.

In consequence of the Company abandoning the scheme due to any reason whatsoever, the company's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation whatsoever.

Signature of Applicant(s)

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the final Agreement which shall supercede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Company to send us reminders/notices in respect of our obligations set out in this Application and /or the Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this Application and/or the final Agreement. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, I/We have signed this Application form and paid the monies thereof and being fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the Company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien on the property applied for and finally allotted to me/us in any manner whatsoever.

1. _____

2. _____

Name of Applicant(s)

Witnesses: 1. _____

Place

1. _____

2. _____

Signature of Applicant

2. _____

Date

UNDERTAKING

TO
ANTRIKSH INDIA PROJECTS PVT. LTD.
SC-01/B-3, Sector 150, Noida – 201310

DATED : _____

Subject: Provisional allotment of residential Apartment in the Project
"CENTRAL AVENUE", SECTOR - 33 GURUGRAM, Haryana.

Dear Sir/Madam,

I/We thank you for receiving my application for provisionally registering my request for allotment of Apartment having Gross Saleable Area admeasuring approximately _____ Sq. Ft (_____ Sq. Mts.) Area and Carpet Area admeasuring approximately _____ Sq. Ft (_____ Sq. Mts.) Area in project "Central Avenue", I/We understand that this allotment is tentative and subject to the following:

I/We have tendered my/our payment vide Cheque No. _____ dated _____ on _____ Bank for Rs. _____ and a post dated cheque bearing no. _____ dated _____ on _____ bank for Rs. _____. This application for allotment will be processed only after realization of both the cheques and subject to the terms and conditions of the application form and clearance by the screening committee. In case any of the cheques tendered by me/us gets bounced or doesn't get realized due to any reason whatsoever, my/our Application will not be considered and the company will have the right to allot the apartment to anybody/refund the money encashed without further intimation or claims from my/our side.

AND/OR

In case, I decide to avail a loan from the bank, I understand that it is my/our personal responsibility to ensure that the loan is processed and payment released to the company within stipulated period of P.D.C/time, failing which my/our application will automatically be deemed cancelled and the Company will have the right to allot the unit to anybody without any further intimation or claim or hindrance from my/our side.

Thanking You,

NAME :

ADDRESS :

.....

Signature of Applicant(s)

NIGHT PERSPECTIVE VIEW

