

14. The Company shall have the first lien and charge on the said Flat for all its dues and other sums payable by the applicant to the Company.
15. Loans from financial institutions to finance the said Flat may be availed by the applicant. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
16. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Flat/Project.
17. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant alongwith simple interest @ 6% p.a. from the happening of such eventuality.
18. The Company shall endeavor to give possession of the said Flat to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time.
19. The applicant shall before taking possession of the Flat, must clear all the dues towards the said Flat and have the Conveyance Deed for the said Flat executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses.
20. The applicant shall use/cause to be used the said Flat for the purpose it is specifically earmarked and not for any other purpose. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Flat and forfeiture of the earnest money and other dues as stated in Clause 5 & 6 hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
21. The applicant shall have no objection in case the Company 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 Flat to the applicant.
22. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute on confirmation of allotment.
23. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant.
24. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, 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 therefrom. In all communications the reference of the allotted Flat must be mentioned clearly.
25. In case there are joint applicants, all communication shall be sent by the Company 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.
26. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
27. The Courts at Delhi and Faridabad alone shall have jurisdiction in case of any dispute.
28. Singular shall mean and include plural and masculine gender shall mean and include all feminine genders wherever applicable.

Name of the Applicant(s)

Signature of the Applicant(s)



APPLICATION FORM

M/s. Omaxe Azorim Developers Pvt. Ltd.
 Omaxe House, 10, L.S.C.
 Kalkaji, New Delhi – 110019

Dear Sir,

I/We, having examined the tentative plan of the Residential Flat in the Group Housing Project named as "OMAXE HILLS", Faridabad, to be developed and constructed under lawful arrangements by M/s. Omaxe Azorim Developers Pvt. Ltd. (hereinafter referred to as the "Company") on land falling in the revenue estate of village Sarai Khawaja, Badkal- Surajkund Road, Sector-43, Faridabad (Haryana) hereby apply for allotment of a Residential Flat.

I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter and the Buyer's Agreement on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We shall accept the specifications of the Residential Flat and I/we shall pay basic sale price, preferential location charges, additional charges and the applicable stamp duty etc. as and when demanded by the Company.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Residential Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/ cancel this application or I/We fail to sign/ execute and return the Allotment Letter/ Buyers' Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/We remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of said Residential Flat.

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the application/ allotment will be cancelled and the earnest money alongwith interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. **First Applicant Mr./ Mrs./ Ms.**
 Son / Wife / Daughter of Mr.
 Date of Birth Profession Designation
 Company / Firm Name
 Nationality
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Residential Address
 Office
 Tel. Res. Off Mobile
 Fax No. E-Mail ID
 Marital Status No. of Children
 Income Tax Permanent Account No./ Ward No.

PHOTOGRAPH

2. **Second Applicant Mr./ Mrs./ Ms.**
 Son / Wife / Daughter of Mr.
 Date of Birth Profession Designation
 Company/ Firm Name
 Nationality
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Residential Address
 Office
 Tel. Res. Off Mobile
 Fax No. E-Mail ID
 Marital Status No. of Children
 Income Tax Permanent Account No./ Ward No.

PHOTOGRAPH

3.Details of Residential Flat :

(i) No..... (ii)Tower (iii) Total Area Sq. Ft.(Sq. Mtr.)

PARTICULARS	DETAILS	AMOUNT IN RS.
A. Basic Sale Price (BSP)	@ Rs.....per Sq. Ft. (Rs.....per Sq. Mtr.)	
B. Preferential Location Charges (if any)	@ Rs.....per Sq. Ft. (Rs.....per Sq. Mtr.)	
C. External Development Charges (EDC) and Infrastructure Development Charges (IDC)	Rs.....	
D. Additional Charges		
(i) Car Parking	OpenRs..... CoveredRs.....	
(ii) Interest Free Maintenance Charges	@ Rs.....per Sq. Ft. (Rs.....per Sq. Mtr.)	
(iii) Power Back-up installation Charges	Rs.....	
(iv) External Electricity Charges & Fire Fighting Equipment Charges	Rs.....	
(v) Club Membership Fee	Rs.....	
(vi) Others (if any)		
TOTAL (A + B + C + D)		
Stamp Duty, Registration Fee and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant/ Allottee before possession.		
Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Installment Linked Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>
If through Dealer		
	Name	Signature with Stamp

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/We undertake to inform the 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 letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Name of the Applicant(s) Signature of the Applicant(s)

Note: (i) All Cheques/Drafts to be made in favour of "M/s. Omaxe Azorim Developers Pvt. Ltd.," payable at New Delhi/ Faridabad only.
(ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorisation/ Power of Attorney.

FOR OFFICE USE

Total No. of Applicants _____

Type of Bank Account of Applicants, if NRI/PIO (NRE/ NRO/ FCNR) _____

Remarks:

- _____
- _____
- _____

Booked by _____ Checked by _____ Approved by _____



BASIC TERMS AND CONDITIONS

- The Applicant has applied for allotment of Residential Flat (said Flat) to be developed and constructed in the Group Housing Project named as "OMAXE HILLS", Faridabad (said Project) by M/s. Omaxe Azorim Developers Pvt. Ltd. (hereinafter referred to as the "Company") on land situated in the revenue estate of village Sarai Khawaja, Badkal- Surajkund Road, Sector-43, Faridabad (Haryana) under following terms and conditions.
- The allotment of the said Flat is entirely at the discretion of the Company. The allotment of the said Flat if made shall be provisional and shall be confirmed on signing of Buyer's Agreement on the Company's standard format which has been read and understood by the applicant.
- The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/guidelines of the Director, Town & Country Planning (DTCP), Haryana, Chandigarh and/or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP and/or other authorities in this regard to the Company.
- The applicant has examined the tentative plans, designs, specifications of the said Flat and has agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the said Flat.
- The applicant agrees that the amount paid with the application and in installments as the case may be, to the extent of 20% of sale consideration of the said Flat shall collectively constitute the earnest money.
- Timely payment of installments of Basic Sale Price and Allied Charges pertaining to the Residential Flat is the essence of the terms of the booking/ allotment. However in the event of breach of any of the terms and conditions of the allotment by the applicant/ allottee, the allotment will be cancelled at the discretion of the Company and the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments shall stand forfeited/ deducted from the booking money/ installment amount. The balance amount shall be refundable to the applicant without any interest, after the said Residential Flat is allotted to some other intending applicant and after compliance of certain formalities by the applicant. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the applicant in lieu of consensus of the applicant for timely payment of installments and other allied charges, then the applicant hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the applicant hereby agree to pay immediately. The Company, however, in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto one month delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.
- The applicant hereby agrees that in case of cancellation of booking of the said unit, he shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
- The applicant has specifically agreed that if due to any change in the layout, the said Flat ceases to be preferentially located the Company shall refund/adjust the amount of preferential location charges paid by the applicant in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Flat becomes preferentially located, then the applicant shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- All payments by the applicant shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of "M/s. Omaxe Azorim Developers Pvt. Ltd.," payable at New Delhi/ Faridabad only.
- The applicant is not entitled to get the name(s) of his nominees(s) substituted in his place. The company may however, in its discretion, permit such substitution (which will not be withheld unreasonably), on such terms and conditions including payment of administrative cost or other cost as it may deem fit. Any change in name (including addition/deletion) of the Buyer(s) will be deemed as substitution for this purpose. Provided however, that the allottee and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
- All statutory charges, taxes, cess, service tax and other levies, including any incidence of enhancement therein demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking as per demand raised by the Company.
- The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Project shall be managed by the Company or its nominated Maintenance Agency. The applicant of the Flat shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.
- Applicant, 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 allotment shall stand cancelled forthwith. The applicant agrees that the Company will not be liable in any manner on such account.

Signature of the Applicant(s)