

Corporate Offices | Retail and Hospitality | Residential Properties | Farms and Villas

Site Office: Plot No. C2, Sector - ECOTECH - XII, Greater Noida (West), Gautam Buddh Nagar, Uttar Pradesh-201310

Corporate Office: 152, 5th Floor, Wing - A, Corenthum, A-41, Sec-62, Gautam Buddh Nagar, Uttar Pradesh-201301

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Landmarks

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Noida West

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Iris Broadway Greno West Application Form

IRIS

BROADWAY

G R E N O W E S T

RUVIK BUILDTECH PRIVATE LIMITED

Regd. Office: Building 1, 1st Floor, Basantlok Community Centre, Vasant Vihar, New Delhi-110057

APPLICATION FORM

FOR BOOKING OF SHOP/OFFICE/COMMERCIAL UNIT

Application Date _____

To,

M/s Ruvik Buildtech Pvt. Ltd.

Corporate Office: 152, 5th Floor, Wing-A, Corenthum, A-41, Sector-62, Gautam Buddh Nagar, Uttar Pradesh, 201301

Dear Sir / Madam,

I/We(hereinafter referred to as "applicant(s)") hereby apply under _____ payment plan for the booking of a Commercial Shop/Unit in the Commercial Project namely "Iris Broadway Greno West" (registration no. with UP RERA is _____ and located at Plot no C-2, Sector: Ecotech-XII, Greater Noida West, District Gautam Buddh Nagar, Uttar Pradesh, 201310.

I/We remit here with a sum of Rs _____ (Rupees _____ only) by Bank Draft/Cheque/online transaction ref no. _____ dated _____ drawn on _____ in favour of Ruvik Buildtech Pvt. Ltd. as earnest money/part earnest amount as per the price and payment plan detailed hereunder which may please be treated as part of advance/earnest money deposit for booking:

I/We have read and understood complete terms and conditions as contained in the Application Form and clearly understood that this Application Form does not constitute an "Agreement to Sale/Sub-Lease" and I /We do not become entitled to the provisional or final allotment of a Commercial Shop/Unit, notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the Cheque/Draft/Banker Cheque tendered with this application form and have encashed the same.

I/We also acknowledge the receipt of the draft of "Agreement to Sale/Sub-Lease" from the Promoter and hereby declare that I/We have read & understood complete Terms and Conditions contained in the said Agreement and it is only after that I/We hereby sign and execute the "Agreement to Sale/Sub-Lease" deed on the mutually agreed format thereby agreeing to abide by the terms and conditions laid down therein & subsequently get it registered whenever necessary with the Sub Registrar, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh so that the allotment shall become final and binding upon me/us as well as on the Promoter .

I/We hereby acknowledge that I/We have understood and satisfied myself/ourselves in all aspects about the right, title, interest, location, size, price, specifications of the Commercial Shop/Unit, amenities available in the project ,infrastructure, status, applicable laws/rules/By-laws etc., my/our ability to make timely payments, etc. before booking for the Said Commercial Shop/Unit and have not relied upon and am/are not influenced by brochure or any written or verbal representations and assurances, warranties, statements or estimates of any nature whatsoever made by Promoter/ Promoter's employees/Representatives/Selling Agents/Brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Commercial Shop/Unit & Project.

Further, in the event of Ruvik Buildtech Pvt. Ltd. (hereinafter referred to as the Company/Promoter/Developer) accept the booking application of Shop/Office/Commercial Unit, I/We agree to pay further instalments and all other dues as stipulated in this application form, as well as in the "Agreement to Sale/Sub-Lease" and the payment plan, as explained to me/us by the Promoter and fully understood and accepted by me/us.

Signature of Sole Applicant

(1)

Signature of Co-Applicant (s)

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms _____

S/W/D of _____

Nationality _____

Residential Status : Resident Non-Resident Person of Indian Origin

Permanent Address _____

Mailing/Communication Address _____

Aadhar Card No. _____ PAN No. _____

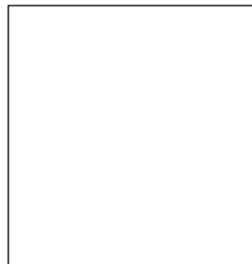
Passport No. _____ Driving License No. _____

Voter ID No. _____ E-mail _____

Telephone No. _____ Mobile No. _____

Occupation _____ Address _____

Telephone No. _____ Mobile No. _____



2. JOINT OR SECOND APPLICANT

Mr./Mrs./Ms _____

S/W/D of _____

Nationality _____

Residential Status : Resident Non-Resident Person of Indian Origin

Permanent Address _____

Mailing/Communication Address _____

Aadhar Card No. _____ PAN No. _____

Passport No. _____ Driving License No. _____

Voter ID No. _____ E-mail _____

Telephone No. _____ Mobile No. _____

Occupation _____ Address _____

Telephone No. _____ Mobile No. _____



Signature of Sole Applicant (2)

Signature of Co-Applicant (s)

3. THIRD APPLICANT

Mr./Mrs./Ms _____

S/W/D of _____

Nationality _____

Residential Status : Resident Non-Resident Person of Indian Origin

Permanent Address _____

Mailing/Communication Address _____

Aadhar Card No. _____ PAN No. _____

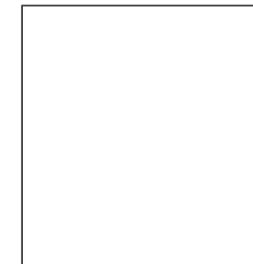
Passport No. _____ Driving License No. _____

Voter ID No. _____ E-mail _____

Telephone No. _____ Mobile No. _____

Occupation _____ Address _____

Telephone No. _____ Mobile No. _____



4. IN CASE APPLICANT IS HUF

Name of HUF _____ Name of Karta _____

Son of _____ Nationality _____

Residential Status: Resident Non-Resident Person of Indian Origin

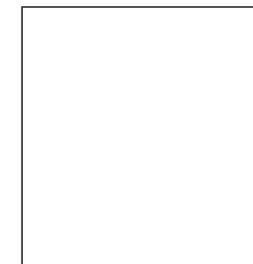
Permanent Address _____

Mailing/Communication Address _____

Pan No. of Karta _____ Pan No. of HUF _____

Aadhar No. of Karta _____ Passport No./Driving License _____

E-mail _____ Telephone No. _____ Mobile No. _____



Signature of Sole Applicant (3)

Signature of Co-Applicant (s)

5. IN CASE APPLICANT IS A PARTNERSHIP FIRM

M/s _____
 a partnership firm duly registered under the Indian Partnership Act 1932, having its principal place of business at _____, represented through its partner namely Mr./ Mrs./Ms _____ (Aadhar No. _____) duly authorized by the firm vide Authorization Letter in his/her favor. (Copy of the Authorization Letter dated _____ along with the copy of the Partnership Deed; both attested by all Partners are attached herewith). PAN/TIN _____ Communication Address: _____

Registration No. _____ Telephone No. _____
 Mobile No. _____ E-mail _____

6. IN CASE APPLICANT IS A PRIVATE LIMITED COMPANY

M/s _____
 a Company duly incorporated and registered under the provisions of Companies Act, 1956 or 2013, having its Corporate Identification No. (CIN) _____ and having its registered office at _____ through its authorized signatory _____ (Aadhar No. _____) vide Board of Resolution/GPA dated _____ (Copy of Board Resolution/GPA along with a certified copy of Memorandum & Articles of Association of the Company are attached herewith). PAN No. _____ Communication Address: _____

Telephone No. _____
 Mobile No. _____ E-mail _____

NOTE

- a. Details in the Paragraphs above are required to be filled, as per the status of the applicant(s).
- b. In case individual applicant(s), then provide (A) Two photographs of each applicant (B) Copy of PAN (C) Copy of Aadhar/Passport/Driving License/Voter ID (D) Bank Details of all applicants
- c. In the case of joint applicants all the correspondences and mails will be sent to the First Applicant only. Whereas in case of HUF, Proprietor, Partnership Concern & Private Limited Company, all correspondences and mails will be sent at their communication address only (as per the status of Allottee)
- d. In case Partnership Firm is Applicant, then provide (A) Copy of Partnership Deed (B) Copy of Authorization Letter (C) List of Partners along with their Addresses/Aadhar Card No./PAN No./Mobile No./E-mail addresses and (D) Bank details of the Firm.
- e. In case Company is Applicant, then provide (A) Copy of Memorandum of Association & Article of Association, (B) Copy of Board Resolution/GPA (C) List of Directors along with their Addresses/Aadhar Card No./PAN No./Mobile No./E-mail addresses and (D) Bank details of the Company.
- f. Copies of all documents should be self-attested by the applicant(s)

Signature of Sole Applicant

(4)

Signature of Co-Applicant (s)

DETAILS OF COMMERCIAL UNIT IN THE PROJECT

Commercial Shop/Unit No. _____ Floor _____
 Carpet Area _____ Sq. Ft. (_____ Sq. Mt.)
 Saleable Area _____ Sq. Ft. (_____ Sq. Mt.)
 Remarks (if any) _____

7. COST OF COMMERCIAL UNIT IN THE PROJECT

Basic Cost of the Shop/ Unit	Rs. _____
PLC	Rs. _____
One Time Lease Rent	Rs. _____
ECC & FFC	Rs. _____
Electricity load charges for _____ KVA	Rs. _____
Power back-up load charges for _____ KVA	Rs. _____
Interest Free Maintenance Security (IFMS)	Rs. _____
Sinking Fund	Rs. _____
Parking-Nos	Rs. _____
One Year Advance Maintenance Charges from the date of offer of possession	Rs. _____
Total cost of the shop/unit	Rs. _____

NOTE

All charges in the above table are based on the "Saleable Area". Payments to be made by A/c Payee Cheque(s)/Demand Draft(s)/Banker Cheque/Bank Transfer in favor of "Ruvik Buildtech Pvt. Ltd-Collection A/c." (Demand draft payable at Noida, A/c payee cheque should be of Noida or payable at par)

- 8. However, charges for the additional electrical load per unit will be decided by the Promoter at the time of issuance of letter of offer of possession & thereafter from time to time by the Promoter/Association of Allottees, based on the prevailing rates as decided by the NPCL or UPPCL or any other Electrical Power Supplier.
- 9. I/We require power back-up of _____ KVA. However, the per unit charges for the power back-up (i.e. running of DG Set) will be decided at the time of issuance of Letter of offer of possession & thereafter from time to time by the Promoter/Association of Allottees based on the prevailing fuel rates and other expenses.

NOTE

Any additional electricity or power back-up load if required in future, the enhancement of load will be subject to the availability and charges as applicable at that time.

Signature of Sole Applicant

(5)

Signature of Co-Applicant (s)

FOR OFFICE USE ONLY

TERMS AND CONDITIONS

RECEIVING OFFICER

Name _____ Designation _____

Signature _____ Date _____

1. **ACCEPTED** **REJECTED**

Commercial Unit No _____ Floor _____

Carpet Area _____ Sq. Ft. (_____ Sq. Mt.)

Saleable Area _____ Sq. Ft. (_____ Sq. Mt.)

Total amount payable for the commercial Shop/ Unit together with the parking price (if any)

Rs _____

2. PAYMENT PLAN: _____

3. Payment received vide Cheque/DD/Pay Order/NEFT/RTGS/IMPS No _____

Dated _____ Drawn on _____ for Rs _____

(Rupees _____).

4. Provisional Booking Form received on _____

5. **BOOKING: DIRECT/THROUGH SALES ORGANISER/BROKER**

Broker/Sales Organizer's Name _____

RERA Registration No. _____ Stamp with Signature _____

For Direct Booking

Name of Sales Manager _____ Mobile No _____

6. **Check List for Receiving Officer:**

a) Earnest Amount Cheque/Drafts/Banker Cheque and Applicant Bank Details

b) Customer's Signature on all pages of the Application Form

c) For individuals/Proprietorship Firm:

1) Self attested copies of Aadhar Card, Passport, Driving License, Voter ID, PAN card, Bank Details (in case of HUF: PAN card of HUF and Pan card and Aadhar Card of Karta of HUF)

2) Residence proof (in case the address is different as mentioned in Aadhar Card).

d) For Companies:

1) Memorandum & Article of Association, 2) Certified copy of Board Resolution
3) List of Directors with their Addresses, Aadhar Card No., PAN No., Mobile No, E-mail Address 4) E-mail Addresses, Phone No. and Bank Details of the Company.

e) For Partnership:

1) Copy of Partnership Deed, 2) Copy of Authorization Letter 3) List of Partners with their Addresses, Aadhar Card No., PAN No., Mobile No, E-mail Address 4) E-mail Address, Phone No. and Bank Details of the Firm.

f) For NRI/Persons of Indian origin: Passport photocopy and payment through NRE/NRO A/c.

1. NATURE OF BOOKING:-

1.1. This is an application for provisional booking of a Shop/Office/Commercial Unit bearing No _____, on _____, Floor in the project "Iris Broadway Greno West" being developed by M/s. Ruvik Buildtech Pvt Ltd at Plot No. C-2, Sector-Ecotech-XII, Greater Noida West, Gautam Buddh Nagar, Uttar Pradesh 201310.

1.2. This provisional booking does not convey in favour of Applicant(s) any right, title or interest of whatsoever nature unless and until booking is confirmed by the Promoter. This application is a mere application by the Intending Allottee(s) for booking of space in the commercial project and the Company reserves the right to accept/reject the application.

1.3. I/We accept that if the cheque submitted by the Intending Allottee(s) along with this application form is dishonoured for any reason whatsoever, then the booking will be deemed to be cancelled/rejected and the Company will not be under any obligation.

1.4. The Applicant(s), after confirmation of booking shall sign and execute an "Agreement to Sale/Sub-Lease", which contains detailed terms and conditions including the conditions as mentioned herein and the same shall be valid and binding on the Applicant(s).

1.5. The "Agreement to Sale/Sub-Lease" shall be executed after receiving full earnest amount of the Shop/Office/Commercial Unit along with applicable taxes within the stipulated time and as per payment plan.

1.6. The Applicant undertake to sign and execute the "Agreement to Sale/Sub-Lease" within the period of 30 (thirty) days from the date of booking application confirmed.

1.7. In case the Applicant refuses, failed and neglect to follow the aforementioned time period for execution of "Agreement To Sale/Sub-Lease" then the same shall be considered as the default on behalf of Applicant and the Promoter shall have right and liberty to cancel the booking form and deduct the amount equal to 50% of earnest money paid as "Administrative Charges" along with tax paid on it and amount paid to the Broker as "Brokerage/Commission" and thereafter return the balance earnest amount, if any remains, to the Applicant by way of Cheque/ Demand Draft/Direct Transfer into Bank Account of the Applicant.

2. ACKNOWLEDGES /ASSURANCES BY THE PARTIES:-

2.1 The Promoter assures that it has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the Said Land for the Project.

2.2 The Promoter has requisite approvals from the competent Authorities to commence development of the Project.

2.3 The Applicant acknowledges that he has full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and has seen and aware of the requisite approvals from the competent Authorities to carry out development of the Project.

Signature of Sole Applicant

(6)

Signature of Co-Applicant (s)

Signature of Sole Applicant

(7)

Signature of Co-Applicant (s)

- 2.4 The Applicant has understood that the present project shall have a common sanctioned plan with different phases of construction and these different phases may have different RERA registrations. These different phases shall be constructed in phase-wise manner as may be planned by the Promoter.
- 2.5 The Applicant also understood and agreed upon that the Promoter shall be at liberty to make changes, modification, amendment and alterations in the common sanctioned plan, layout plans, specifications and the amenities in regard to other phases of the project having different RERA registrations and for this purpose the Promoter shall not require the written consent and no objection certificate from the Allottee. Also, the Applicant agrees and accepts that the he/she/them shall not object, dispute and agitate against aforesaid changes, modification, amendment and alterations by any means and in any manner at any time.
- 2.6 The Applicant shall make the payment as per the payment plan opted herein in this booking form and "Agreement to Sale/Sub-Lease". The Applicant has understood that the Promoter/Developer shall not be under any obligation to send to Applicant the demand letters, reminders for making payment of instalment amount, due as per the Payment Plan opted, on or before the respective due dates. The Applicant shall be under obligation and duty bound to make the payment of instalment amount as and when the same shall become due for payment.

3. REGISTRATION & OTHER CHARGES:-

- 3.1 Registration charges for "Agreement to Sale/Sub-Lease" and Stamp Duty, Registration Fees, Advocate's Fees & other incidental expenses as applicable at the time of registration shall be extra and are to be borne by the Applicant(s).
- 3.2 Statutory taxes/charges/cess etc. as applicable from time to time shall be paid by the Applicant(s).

4. MODE OF PAYMENTS:-

- 4.1 All payments shall be made through DEMAND DRAFTS/CHEQUES/NEFT/RTGS etc. in favour of M/s Ruvik Buildtech Pvt. Ltd. - Collection A/c & payable at Noida. Details of Promoter's Bank account can be collected by the Applicant (s) separately.
- 4.2 Cash payments shall not be accepted.
- 4.3 All payment should be deposited only at the office of the Promoter at 152, 5th Floor, Wing-A, Corenthum, A-41, Sector-62, Gautam Buddh. Nagar Uttar Pradesh. Promoter shall not be responsible/accountable for any payment made to agent/broker/unauthorised person or any third person. The Applicant(s) must insist for duly signed receipt from the authorized personnel of the company.
- 4.4 GST shall be borne and payable extra by the applicant(s) as applicable from time to time.
- 4.5 TDS, if applicable shall be deducted at prescribe rate and deposited by the applicant from the payment

5. DELAYED PAYMENTS:-

- 5.1 In case of delayed payment of full earnest amount and related other dues by the Applicant(s), the booking shall be summarily rejected by the Promoter. The Applicant shall have no right to claim on the booked Shop/Office/Commercial Unit after cancellation of his/her/ their booking.

6. LOANS FROM BANKS/ FINANCIAL INSTITUTIONS:-

- 6.1 The Applicant(s) at his/her/their discretion and cost may avail loan from bank/financial institution. The Promoter shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant(s) for any reason. The Applicant himself/herself has to ensure that the Shop/Office/Unit he/she is booking is loanable with his/her preferred bank/financial institution and to get the loan amount sanctioned and disbursed.
- 6.2 The payments of installments/any other dues to Promoter shall not be linked to the loan availed/to be availed by the Applicant(s).
- 6.3. The Applicant do hereby confirm and accept that the Promoter has neither advertised nor made any commitment in respect of Loan.

7. CANCELLATION CHARGES:-

- 7.1 Where the Applicant proposes to cancel/withdraw the booking at any time before the execution of "Agreement of Sale/Sub-lease" without any fault of the Promoter, the Promoter shall be entitled to deduct the amount equal to 50% of earnest amount as "Administrative Charges" along with GST paid on it and amount paid to the Broker as "Brokerage/Commission" and thereafter return the balance earnest amount, if any remains, to the Applicant by way of Cheque/Demand Draft/ Direct Transfer into Bank Account of the Applicant.
- 7.2 The promoter shall return 50% (fifty percent) of the balance earnest amount, if any, to the Applicant within 45 (forty-five) days of such cancellation/withdrawal of booking and the remaining 50% (fifty percent) of the earnest amount shall be paid on re allotment of the Shop/Office/Unit to new allottee or at the end of one year from the date of cancellation/withdrawal of booking by the Applicant/Allottee, whichever is earlier.
- 7.3 The Applicant shall submit and comply with all formalities with respect to such refund i.e submission of Affidavit undertaking, application, consent letter, settlement letter, payment receipts, etc.
- 7.4 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 broker/dealer, if any, in this regard.

8. POSSESSION:-

- 8.1 The Promoter shall deliver the possession of the completed Shop/Office/Commercial Space to the Applicant(s) within 48 months from the date of "Agreement to Sale/Sub-Lease" subject to force majeure conditions.
- 8.2 The Applicant shall be entitled to take possession only after payment of all dues to the Promoter and execution of Sub-Lease Deed, maintenance agreement, electricity agreement or any other subsequent document/agreement thereof.
- 8.3 In case of delay in possession beyond the agreed date, the Promoter shall pay interest to the Applicant(s), details of which shall be provided in the "Agreement to Sale/Sub-Lease".

Signature of Sole Applicant

(8)

Signature of Co-Applicant (s)

Signature of Sole Applicant

(9)

Signature of Co-Applicant (s)

9. OTHER TERMS & CONDITIONS:-

- 9.1 Detailed and other terms & conditions as mentioned in "Agreement to Sale/Sub-lease" shall be applicable and binding.
- 9.2 In case the Shop/Office/Commercial Space Unit is completed before the scheduled date of completion, then the entire balance outstanding as on such date of completion shall become due and payable notwithstanding the installment and due dates mentioned herein.
- 9.3 Substitution of the names of Applicant/Allottee shall not be permitted.
- 9.4 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the Project by the Association of Allottees post-issuance of the completion/occupancy certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion/occupancy certificate shall be payable in advance at the time of Possession of the unit. However, if the "Association of Allottees" is not formed within 1 year of completion/occupancy certificate, the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed above+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on.
- 9.5 The Promoter shall not be responsible for any assurance, promise, etc. made by any dealer, channel partner, estate agent, or any unauthorized person, etc. on behalf of the company. The Applicant(s) is/are requested to verify and check the offers/discounts and property details represented by the dealer, channel partner, estate agent, with the Promoter on his/her/their own.
- 9.6 The Applicant(s) shall always inform in writing, if there is any change in the mailing address/e-mail id mentioned in this Application Form failing which all communication(s) made by the company shall be mailed to the address given therein and deemed to have been received by him/her/them.
- 9.7 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.
- 9.8 Before applying for allotment of said Shop/Office/Unit, I/we have verified the terms/conditions of "Agreement to Sale/Sub-Lease" and price of the Said Unit 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 by-laws/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.
- 9.9 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. I/we also understand and agrees upon that "Agreement to Sale/Sub-Lease" shall be all time my/our written "No Objection" and "consent" for all purposes and thereby permitting promoter/company to make any changes, alterations, additions in sanctioned plan, layout plan, landscaping, elevation, design, dimensions and specifications of my/our unit or any other part of the project

- 9.10 I/we understand and agree that brochures/advertisements/banners contain and depict the artistic impression of the Project and Shop/Office/Unit which may not be the same and may be different on the completion of the entire project.
- 9.11 The Promoter may develop the project in a phased manner and every phase therefore will be considered a standalone real estate Project.
- 9.12 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 instalment as stated in the payment plan opted by me/us.
- 9.13 The Promoter shall have the first lien and charge on the Said Unit for all its dues and other sums payable by the applicant to the Promoter. Loans from financial institutions to finance the Said Unit may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the Said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further instalments/dues.
- 9.14 In case the Promoter is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Promoter shall refund the amount paid by the applicant as per terms of "Agreement to Sale/Sub-Lease".
- 9.15 I/we shall have no objection in case the Promoter creates a charge on the land and project during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the Said Unit to me/us.
- 9.16 The Company shall have first lien and charge on the said Retail Space for all its dues and other sums payable by the Intending Allottees(s) to the Company.
- 9.17 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 to Sale/Sub-Lease", 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 to Sale/Sub-Lease" 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 to Sale/Sub-Lease" in this regard.

9.18 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/her 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.

9.19 If any misrepresentation/concealment/suppression of material facts is found to be made by me/us, 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.

DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing material has been concealed therefrom. I/We have gone through the terms & conditions written herein and the payment plan given in the application form and I/We accept the same, which shall ipso-facto be also applicable to my/our nominees, legal heirs and successors. I/We agree to abide by the terms and conditions of this Application form including those relating to the payment, other charges, forfeiture of earnest money, as laid down herein and in the "Agreement to Sale/Sub-Lease". It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said Shop/Commercial Unit in the Project "Iris Broadway Greno West". I/We declare that in case of non-allotment, my/our claim shall be limited only to the extent of amount deposited by me/us (without interest) in terms of this Application Form. I/We agree and undertake to sign and execute "Agreement to Sale/Sub-Lease" and other required documents as and when called upon by the Promoter to do so.



Signature Sole Applicant

Signature Co-Applicant's

Place: -

Date: -