

APPLICATION FORM FOR BOOKING OF CONDOMINIUM/

LEGACY BY GAURS

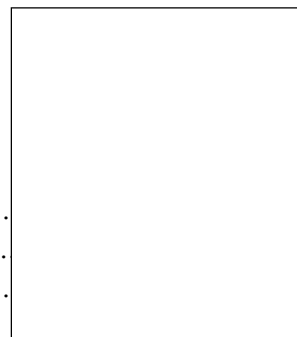
To	Provisional Condominium/Unit No.
M/s. Golf Horizon LLP
(a limited liability partnership incorporated and validly existing under the provisions of the Limited Liability Partnership Act, 2008)	Floor
<u>Corporate Office at:</u>	Block
Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad-201010, U.P	Use of Condominium/Unit : Residential
	Part of Township Project: Jaypee Greens
	Project: the group housing project in the name and style of ' <u>LEGACY BY GAURS</u> ' being developed at project land admeasuring 10263.468 square meters and situated at B-10, Jaypee Greens, Greater Noida, Gautam Budh Nagar
	RERA Registration No.:

	RERA QR Code:

I/ We, the under mentioned person(s) and the Applicant(s) herein, am/are interested to buy a condominium/unit of size measuring carpet area.....square meters (..... square feet) in the _____ floor of the tower _____ in your project namely '**Legacy by Gaur's**' located at Plot No. B-10, Golf Course Land-1, Sector-19 & 25 Surajpur Kasna Road, Greater Noida, Gautam Budh Nagar and furnish my/our particulars as under:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....
S/W/D of
Date of Birth Profession/Service
Designation..... Nationality.....
Marital Status No. of Children



Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

Residential Status:

☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/Permanent Address.....

.....

.....

Office Address.....

.....

.....

Telephone Res **Telephone Office**

Mobile No **WhatsApp No**

E-mail ID **Income Tax PAN**

Passport No **Aadhaar Number**

2. SECOND APPLICANT

Mr./Mrs./Ms......

S/W/D of

Date of Birth **Profession/Service**

Designation..... **Nationality**.....

Marital Status **No. of Children**

Residential Status:

☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/Permanent Address.....

.....

.....

Office Address.....

.....

.....

Telephone Res **Telephone Office**

Mobile No **WhatsApp No**

E-mail ID **Income Tax PAN**

Passport No **Aadhaar**

3. THIRD APPLICANT

Mr./Mrs./Ms......

S/W/D of

Date of Birth **Profession/Service**

Designation..... **Nationality**.....

Marital Status **No. of Children**

Residential Status:

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

☐Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/PermanentAddress.....
.....
.....

OfficeAddress.....
.....
.....

Telephone Res **Telephone Office**
Mobile No **WhatsApp No**
E-mail ID **Income Tax PAN**
Passport No **Aadhaar**

4. IN THE NAME OF PARTNERSHIP FIRM/COMPANY/LLP

M/s.....,
a partnership firm duly registered under the Indian Partnership Act 1932, having its
registered office at
.....

through its partner Shri/Smt. S/D/W/o Shri/Smt.
..... authorized vide the authority letter
dated (Copy of the authority letter signed by all Partners
required).

PAN/TIN: **Registration No.:**

Telephone Nos.: **Mobile No.:**

WhatsApp Nos.: **Email ID:**

OR

M/s.....
a company registered under the Companies Act, 1956/2013, having its corporate
identification no.....and having its registered office
at.....

through its duly authorized signatory
Shri/Smt..... S/D/W/o Shri/Smt
..... authorized vide the board
resolution dated (certified true copy of Board Resolution along with a
certified copy of Memorandum & Articles of Association required).

PAN: **Registration No.:**

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

Telephone Nos.: Mobile No.:

WhatsApp Nos.: Email ID:

OR

M/s.....,
a limited liability partnership duly registered under the Limited Liabilities Partnership Act,
2008, having its registered office at
.....
.....
through its partner Shri/Smt. S/D/W/o Shri/Smt.
..... authorized vide the authority letter
dated (Copy of the authority letter signed by all Partners
required).

PAN/TIN: Registration No.:

Telephone Nos.: Mobile No.:

WhatsApp Nos.: Email ID:

5. ADDRESS FOR CORRESPONDENCE:
.....
.....

RTGS/NEFT Details:

- Beneficiary Name:
- Bank Name:
- Branch Address:
- Account Number:
- IFSC Code:

6. EARNEST MONEY: 10% of the total cost of the Condominium/Unit.

7. DETAILS OF APPLICATION MONEY:

Rs..... Cheque No./DD No./ RTGS No.
..... Date

8. DETAILS OF CONDOMINIUM/UNIT

Provisional Condominium/Unit No.	
Carpet Area in Sq.mt. / (Sq. Ft.) as per RERA	
Open Area/ Terrace Area in Sq.mt. / (Sq. Ft.)	
1 Sq. Mtrs. = 10.764 Sq. Ft.	

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

Note:

The Project adopts and implements a practice wherein the 13th floor is designated and marked as the 14th floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.

9. TOTAL COST OF CONDOMINIUM:

Rs. /- (Rupees
..... only) (inclusive of GST).
The Total Cost comprises of the basic cost of Rs. /- (Rupees
..... only) and GST of Rs. /- (Rupees
..... only).

Notes:

- The above mentioned Total Cost of the Condominium/Unit has been calculated on Carpet Area.
- GST of @ 5% is included in on Total Cost of Condominium/Unit and is subject to change depending on Govt. Policies.
- TDS shall be deducted by the Applicant(s), as per the provisions of Income Tax Act, 1961, on the basic cost of the Condominium/Unit (excluding the GST amount).

- 10.** The Total Cost of Condominium/Unit is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security and other charges (if any) as mentioned in Clause 13, 14 and 15 respectively of this Application Form.

Notes:

- Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.
- *GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.

- 11.** Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of Golf Horizon LLP payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.

- 12.** If the Applicant (s) makes the payment directly to LLP's account then such payment shall be considered to be received only after the LLP issues a receipt for such payment.

- 13. ONE YEAR MAINTENANCE CHARGES (inclusive of GST @ 18%):** Rs..... /- (Rupees only)

Note: -

- a. Tentatively the amount of maintenance is /- (Rupees only) per month with respect to the Condominium/Unit (plus applicable GST), out of which Rs. /- (Rupees only) per month shall be transferred to Jaiprakash Associate Limited ("JAL") or its nominated agency on account of Township maintenance Charges. These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession or

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

afterwards and these charges shall be calculated on the Condominium/Unit only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective condominium/unit. The said maintenance charges shall be escalated 10% every year and Township maintenance also be escalated proportionately.

- b. In future, if there is any increase in township maintenance charges by JAL or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.

14. The LLP will charge for water supply charges at the rate of minimum Rs. _____/- (Rupees _____ only) per condominium/unit per month or actual bill on basis of consumption, whichever is higher, and Common Area Electricity charges at the rate of minimum Rs. _____/- (Rupees _____ only) per condominium/unit per month or actual bill on basis of consumption, whichever is higher. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by applicant(s) himself.

15. IFMS* (Interest Free Maintenance Security) Rs. _____/- (Rupees _____ only) (payable at the time of offer of possession). Out of this amount a certain portion of IFMS shall be transferred to JAL or its nominated agency. Further the IFMS amount can also be used by the LLP for the replacement of any capital equipment or for any capital expenditure.

* The balance amount of IFMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the Project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the LLP for electricity connection and any further work for the Project. Further any outstanding charges due from the Applicant(s)/residents on account of electricity, maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

16. PAYMENT PLAN: - As per Annexure.

17. Total Area in Sq.mt./ (Sq. Ft.)-

Total Area means the Carpet Area and the proportionate Common Area.

Note: For the purpose of clarity, Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the Common Area.

Carpet Area means "the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment".

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

"Common Area" means:

1. the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
2. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
3. the common basements, terraces, parks, playground, open parking areas and common storage spaces;
4. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
6. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
7. all community and commercial facilities as provided in the real estate project;
Explanation:- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
8. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

18. SOURCE OF PAYMENT:

(i) Own Saving	<input type="checkbox"/>
(ii) Family & Relatives	<input type="checkbox"/>
(iii) Home Loan	<input type="checkbox"/>
(iv) Any Combination (i) to (iii)	<input type="checkbox"/>

19. CHANNEL PARTNER (COMPANY NAME)/ (BROKER(s) OR DIRECT SALES TEAM (EXECUTIVE NAME).....

RERA Number of Channel Partner
.....

20. ELECTRICITY INFRASTRUCTURE: (K.V.A.) through single point connection/ multi point connection.

Note:

- A. At the time of applying for electrical connection, there may be the following two scenarios:
- (i) **Single Point Connection:** In this case the LLP shall provide the infrastructure and meter to the Applicant(s). The proportionate security amount deposited with the respective electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and Common Areas of the Project to the Residents Welfare Association ("RWA")/Condominium Owners' Association ("AOA")
 - (ii) **Multi point Connection:** In this case, the LLP shall provide the infrastructure for electricity in the Condominium/Unit and the Applicant(s) will apply directly for electricity connection to Competent Authority/ UPPCL/PVVNL etc.. The cost of

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

the meter, installation, and security deposit shall be borne by the Applicant(s) itself/themselves.

- B. The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.
- C. **POWER BACK-UP**..... (K.V.A.) facility shall be provided through DG (subject to applicable norms) and its fixed and variable charges shall be payable by the Applicant(s) and its rates shall be decided at the time of offer of possession depending upon prevailing prices of fuel.
- D. The DG equipment and cabling shall be designed with 80 % diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

21. All rules & regulations of RERA shall be applicable.

22. Annexure:

- Payment Plan
- Floor Plan for the Condominium/Unit
- Specifications of Condominium/Unit
- Parking No. with Parking Layout Plan
- Project Layout Plan

For Golf Horizon LLP

(Authorized Signatory)

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

FOR OFFICE USE ONLY

Check List for Receiving Officer:

- a) Earnest Money/ Application Money cheques/drafts/ RTGS ☐
- b) Customer's signature on all pages of the application form ☐
- c) Photographs of the applicant(s) ☐
- d) PAN No. & copy of PAN Card/ Undertaking Form No. 60 ☐
- e) Aadhaar Card No. & copy of Aadhaar Card ☐
- f) Copy of the Cancelled cheque of each Applicant ☐
- g) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution ☐
- h) For partnership firms : photocopy of Firm Registration and partnership deed ☐
- i) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c ☐
- j) For NRI: Copy of Passport & Payment through NRE/NRO A/c ☐
- k) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF. ☐

RECEIVING OFFICER:

Name..... Signature Date:

Sales Rep.**Received by
(Inventory)****Checked by
(CRM)****Checked by
(Audit Deptt.)**

Signature

Signature

Signature

Signature

Signature of First Applicant**Signature of Co-Applicant (s)****Date:****Date:**

GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM

The Applicant(s) acknowledges, understand, accepts, agrees and confirms that:-

1. The project i.e. **"Legacy By Gaurs"** (**"Project"**) has been developed upon the land area admeasuring 10263.468 square meters having ground coverage area of 6500 square meters (**"Project Land"**). The Project Land has been sold in favour of the LLP by virtue of the Deed of Certificate of Sale dated 22nd November, 2019 duly registered in the office of Sub-Registrar, Sadar, Greater Noida, Gautam Budh Nagar, Uttar Pradesh in Book No. 1, Volume No. 34919 on pages 77 to 126 with registration number 38057 on 23rd November, 2019 together with all the construction thereon both present and future, along with the approved FAR being 778380 square feet (72313.250 square meters) and all the rights, estate, interest, benefits and receivables arising therefrom. Further, the Project Land forms part of the land admeasuring 8.28 acres as mentioned under the category **"Residential/Commercial"** (B type building) under the heading **"Abstract Land-1"** in the approved revised layout plan sanctioned by Greater Noida Industrial Development Authority (**"GNIDA"**), out of the mortgaged land admeasuring 17.20 acres in the integrated township developed by Jaiprakash Associates Limited (**"JAL"**) in the name and style of **"Jaypee Greens"** at Greater Noida (**"Township"**)..
2. That the entire Project is part of the Township i.e. **'Jaypee Greens'** for which necessary sanctions and approvals have been issued by GNIDA in favour of JAL and all the stipulations outlined in these sanctions, approvals and other documents, and other terms and conditions of the Township along with the terms and conditions stipulated in the Lease Deeds executed by the GNIDA in favour of JAL and the Deed of Certificate of Sale, shall be applicable to the entire Project Land and shall be binding upon the Applicant(s).
3. That all the Township level facilities shall be provided by JAL.
4. The LLP has registered this Project with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. is _____ and for detailed information & any references the website link is www.up-rera.in.
5. The Applicant(s) has/have fully understood the development scheme as envisaged by the LLP. The Applicant(s) is applying for allotment of the Condominium in the Project (i.e. within the Project) proposed to be developed by LLP with full knowledge of all the laws/notifications and rules applicable to the Project being located at Greater Noida, Gautam Budh Nagar, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of LLP in the Project Land, upon which the Project has been developed, and has understood all limitations and obligations of LLP in respect thereof.
6. The LLP has provided all information, clarifications and documents in relation to the said Project. The Applicant(s) further acknowledges that the Applicant(s) has seen all documents /papers in relation to the Project, including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by LLP over the Project Land.
7. The Applicant(s) rights, title and interest in the Condominium/Unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

the Agreement to Sub-lease. The Applicant(s) shall have all rights and entitlements in respect to the Condominium/Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner / sub-lessee / right-holder at the Project or a group thereof or otherwise intended to be transferred by the LLP to third parties as permitted under Applicable Laws). It is being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Project guidelines to be formulated by LLP.

8. Notwithstanding the fact that the LLP may have issued an acknowledgement of having received application amount/Earnest money, the Applicant(s) does not become entitled or can claim any right of allotment of the said Condominium/Unit unless it is confirmed by the LLP in writing.
9. The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, Community Imperial which includes gym, swimming pool, lounge, café, play room, and other related facilities will only be handed over after the completion of all the towers. The Applicant(s) and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
10. The Total Price is escalation-free, save and except increases which the Applicant(s) shall be liable for paying and hereby agrees to pay on account of any charges demanded by the GNIDA/JAL on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, lease rent, land use charges, leasehold charges, metro cess, water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GNIDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Applicant(s) proportionately as per such order/notification/circular/advisory or direction. The Applicant(s) is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the LLP, the proportionate amount thereof will be payable and be paid by the Applicant(s) and any default by the Applicant(s) in making such payment in time would constitute a lien upon the said Condominium/Unit. The LLP undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the LLP shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant(s), which shall be payable along with subsequent demands and Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.
11. There exists no assurance of appreciation in the value of the allotted Condominium/Unit in the future and that the Said Condominium's/Unit's future valuation is subject to

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the said Condominium/Unit will not result in the LLP being held responsible or liable to compensate the Applicant(s)

12. The Applicant(s) and/or the RWA/Condominium Owners' Association are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project buildings.
13. The Applicant(s) and/or the RWA/ Condominium Owners' Association shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
14. In the event of the LLP agreeing to allot the Condominium/Unit to the Applicant(s), the Applicant(s) agrees to pay further installments of the Total Cost and all other dues as stipulated in the application/Payment Plans, failing which the application/ allotment shall be treated as cancelled and the Application Money or Earnest Money (whichever is higher) paid by the Applicant(s) shall stand forfeited in favor of the LLP.
15. In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the LLP within 15 days of signing of this Application Form then the amount paid by the Applicant(s) against the provisional Condominium/Unit shall be refunded without any deduction. In case the Applicant(s) decide not to continue with the booking and the same is communicated in writing to the LLP after 15 days of signing of this Application Form then the LLP shall be entitled to deduct the Earnest Money paid by the Applicant and taxes deposited with the government. After this deduction, balance amount (if any) will be refunded to the Applicant(s).
16. The membership fee and the terms and conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the LLP/ its nominated agency from time to time and the Applicant(s) shall also strictly follow all the rules. It is clearly specified herein that amenities within the Project means amenities developed by Golf Horizon LLP particularly for the Project i.e. Legacy by GAURS which is located at B-10, Jaypee Greens, Greater Noida, Gautam Budh Nagar. The Applicant(s) also understand that by buying the Condominium/Unit in the Project, Applicant(s) shall not get any right on the amenities/ facilities in the Township.
17. The LLP shall make provision for electronic vehicle chargers within the Project in accordance with the prevailing Green Building norms, if required. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the Project.
18. The Applicant(s) is fully satisfied with the cost of the Condominium/Unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Applicant(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the LLP in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the LLP will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the LLP, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well.

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

However, non-receipt of such reminders shall not serve as an excuse for defaulting in the timely payment of the due amount. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be a sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear and pay the delayed payment interest on the respective installment to the LLP.

19. 10% of the Cost of Condominium/Unit, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/her obligations under this Application and later as per the Agreement to Sub-lease. The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.
20. The Applicant(s), undertakes to sign and execute the Agreement to Sub-lease after completing 10% of the total cost of the Condominium/Unit. In case, the Applicant(s) opts for cancellation of booking before signing the Agreement to Sub-lease or fail to sign/execute the Agreement to Sell even after giving two notices of 15 days each by the LLP, in that case, the LLP without prejudice to any other rights, shall be entitled to forfeit the Earnest Money along with the amount of tax deposited with the government.
21. In case the Applicant(s) deposits a partial amount of the Earnest Money but fails to make the payment of the complete amount and does not respond to the LLP's attempts to contact him/them, then the LLP reserves the right to forfeit the amount of such partial payment after expiry of 30 days from the date of deposit of the partial amount and shall also be entitled to sell the Condominium/Unit to any other party. However, the LLP may, at its discretion, allow continuation of the booking of the Condominium/Unit by the Applicant(s) upon payment of the required penalty and interest charges by the Applicant(s).
22. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, LLP shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Earnest Money along with Non-Refundable taxes.
23. All outstanding amounts payable by any party under this transaction shall carry such applicable interest at the rate of 1% (one percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum.
24. Any request for endorsement will not be entertained by the LLP before execution and signing of Agreement to Sub-Lease and it shall be at the discretion of the LLP and subject to payment of applicable charges.
25. The addition or deletion of names of blood relations of the Applicant(s) shall be subject to payment of administrative charges at prevailing rates. Please note that the administrative charges are subject to change from time to time.
26. The additional compensation / price (if any) payable to any govt. authority or antecedent owners of the Project Land/or any part of it if required to be paid by LLP after the date of booking, as a consequence of any order from any Court of competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

27. The Applicant(s) shall pay all charges as demanded by the LLP towards electricity, water and sewerage connection, electricity meter and water meter (if any), maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the Condominium/Unit) etc. as may be levied by LLP or association of Condominium holders at the Project or by the maintenance agency/property manager appointed for the said purpose by LLP. The Applicant acknowledges that LLP is entitled to charge advance maintenance charge for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession or actual possession, whichever is earlier.
28. The LLP is absolutely free and competent to offer the possession of the Condominium/Unit on the basis of Deemed Completion, as envisaged in The Uttar Pradesh Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, which stipulates that in case the completion certificate/ occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate/occupancy certificate has been granted after the expiry of the aforesaid period of 3 (three) months.
29. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like pandemic, lockdown, natural disaster, any order/directions/guidelines, imposing ban and/or restriction on construction activities, by the National Green Tribunal or any other judicial/quasi-judicial/administrative or government authority, or any delay caused by the government authorities in granting approvals, affecting the regular development of the Project and/or (ii) reasons beyond the control of the LLP and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly excluded from agreed possession date.
30. The maintenance and management of the Project shall be carried out either by the LLP itself, or by appointing a facility management company, at the LLP's sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the LLP may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the LLP may also retain some portion / condominiums in the Project and the Applicant(s) shall not raise any objections with respect to the same. The Applicants(s) is also aware that some portion of the maintenance charges shall be transferred to JAL and/or its nominated agency for maintenance of Township.
31. In case of joint Applicant(s):
 - a. all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address or WhatsApp Number provided by the first named Applicant, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to be made to the

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

other named Applicant(s). For any change in the mailing communication address or WhatsApp numbers of the Applicant(s), the Applicant(s) shall inform the LLP by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by LLP to the address or WhatsApp numbers already in the records of the LLP shall be deemed to have been received by all the Applicant(s).

- b. all payments/ refund, if applicable, shall be made by the LLP to the joint applicant(s) under the terms of the transaction documents which shall be valid discharge of all liabilities of the LLP towards all such joint Applicants.
32. The Applicant(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the LLP, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the LLP on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.
33. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to provisional application of the Condominium/Unit are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the LLP with such permission/approvals/no objections to enable the LLP to fulfill its obligations under this Application and Agreement to Sub-lease. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The LLP accepts no responsibility in this regard and the Applicant(s) shall keep the LLP fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to inform the LLP by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by LLP to the address or WhatsApp numbers already in the records of the LLP shall be deemed to have been received by all the Applicant(s).
34. The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Condominium/Unit does not involve, directly or indirectly, any proceeds of the scheduled offence and is/are not designated for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Applicant(s) further declare(s) and authorize(s) the LLP to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(s) further affirms that the

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant(s) further agree(s) and confirm(s) that in case the LLP becomes aware and/or in case the LLP is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the LLP shall at its sole discretion be entitled to cancel/terminate/reject this Application. Upon such termination the Applicant(s) shall not have any right, title or interest in the Condominium neither have any claim/demand against the LLP, which the Applicant(s) hereby unequivocally agree/s and confirm/s.

35. The Applicant(s) is fully aware of the payment plan adopted by the Applicant(s) and agrees to fully comply with it.
36. In the event of cancellation of the said Condominium/Unit by the LLP, as a result of any default on the part of the Applicant(s) and/or if the Applicant(s) voluntarily cancels the unit, the LLP, in addition to the deductions permissible under the Application Form/agreement to sub-lease, shall have the right to adjust/deduct the value of the benefits extended to the Applicant(s) under any scheme (in the form of free gifts/assured rental etc.) during the existence of the booking, before releasing the refund amount (if any), that the Applicant(s) may be entitled to receive.
37. The terms and conditions mentioned herein indicative in nature. The detailed terms and conditions contained in the Agreement to Sub-lease shall follow this Application.
38. The Applicant(s) shall sign all the pages of this Application in token of his acceptance of the same. The Applicant(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the LLP. The Applicant(s) herein declares that the above terms and conditions have been read and understood by the Applicant(s) and the same are acceptable to the Applicant(s).
39. That Applicant(s) are fully aware that M/s Golf Horizon LLP has not authorized any person or company to collect the payment on its behalf. All the payments against the Applicants(s) booking will be made only to M/s Golf Horizon LLP and its affiliated entities. M/s. Golf Horizon LLP shall not be responsible for payments made to any other party other than the M/s Golf Horizon LLP.

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

CONFIRMATION & ACKNOWLEDGEMENT

1. I/ We have read and understood the contents and terms and conditions of this application form and the Annexures. I/We hereby agree, accept and undertake to abide by all the terms and conditions as stipulated in this application form.
2. I/We have clearly understood that the issuance of an acknowledgment of receipt of the application amount/Earnest Money by the LLP/Developer to me/us does not entitle me/us to claim any right of allotment of the Condominium/Unit. Such a right can only be conferred upon me/us through an express and written confirmation by the LLP/Developer.
3. I/We am/are fully satisfied about the title and rights of the LLP/Developer in respect of the aforesaid Project and in this respect I have perused and seen:
 - a. The title document i.e. the Deed of Certificate of Sale registered on 23rd November, 2019;
 - b. The sanction plans for the Project;
 - c. All no objection certificates (NOC) required for obtaining the sanction plans such as the fire NOC, structural NOC, height NOC etc.
4. I/We acknowledge that, neither the LLP nor any broker, agent, or representative has informed, promised, or committed to any special schemes, incentives, gifts, pricing discounts, facilities, or provisions beyond what has been explicitly provided or disclosed in this application or any related documents. Any such representations not expressly mentioned herein shall not be deemed binding on the LLP or relied upon by me/us.
5. I/We acknowledge and understand that Section 13(1) of the Real Estate (Regulation and Development) Act, 2016, mandates that any payment beyond 10% of the total cost of the apartment/unit requires the agreement for sub-lease to be registered.

Applicant(s)' Signature.....

Applicant(s)' Name.....

Date.....

Place.....

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date:

CUSTOMER FEEDBACK FORM

(MANDATORY)

1) How did you get to know about us?

(a) Newspaper Ad ☐ (b) Outdoor ☐ (c) Radio ☐ (d) Website ☐ (e) Reference ☐ (f) Broker ☐ (g) Exhibition ☐ (h) Any Other ☐

2) With whom you have booked this condominium?

(a) Direct sales team / Executive of the LLP, please mention name

.....
.....

(b) Through Channel partner (Broker)
.....please specify the name of
broker and its Executive name/Sales person
name.....

3) Please rate your experience

(a) With the Sales Person Excellent ☐ Good ☐ Average ☐ Poor ☐

(b) With the Channel Partner Excellent ☐ Good ☐ Average ☐ Poor ☐

(c) Overall Experience with GAURS Excellent ☐ Good ☐ Average ☐ Poor ☐

(d) Experience at Project Site Excellent ☐ Good ☐ Average ☐ Poor ☐

4) Any Remarks/Comment

5) Would you like to provide any references whom we can contact for our business promotion:

Signature of First Applicant

Signature of Co-Applicant (s)

Date:

Date:

(a) Name-

Mobile _____ Number
_____ Any Other
Number _____

(b) Name-

Mobile _____ Number
_____ Any
Other Number _____

Signature of First Applicant

Date:

Signature of Co-Applicant (s)

Date: