

APPLICATION FORM

**PROMOTER: BRAJBHOOMI BUILDTECH PVT. LTD.
RERA: UPRERAPRM38515**

PROJECT: KESHAV MAJESTIC-PHASE-4

RERA:

To,
Brajbhoomi Buildtech Pvt. Ltd.

I/we applying for the allotment of a residential Apartment in “ _____ ” situated at Sunrakh Road, Tehsil Vrindavan, District Mathura, Uttar Pradesh.

I/we shall pay the total sale consideration along with other charges, fees etc. as stipulated herein upon and shall execute the agreement and other relevant documents.

I/we have sought detailed information about the said residential colony and after careful consideration facts, terms and conditions, I/we have signed and submitted this application and tendering the booking amount for allotment of residential Apartment in “ _____ ”. I/we am/are signing this application form after being fully conscious of my/our liabilities and obligations.

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

1. SOLE/ FIRST APPLICANT

Mr/Ms/Mrs. _____

Son/Daughter/Wife of _____

Guardian's Name (If applicant is minor) _____

Relationship of Guardian with Minor _____

Date of Birth _____

Nationality _____

Residential Status : Resident
Non Resident
Foreign national of Indian origin
other _____ (Please Specify)

First Applicant

Second Applicant

Mailing Address _____

Pin Code _____ E-mail _____

Tel. No. _____ Fax No. _____ Mobile No. _____

Permanent Address _____

Pin code _____ State _____

Tel No. _____ Fax No. _____ Mobile No. _____

Office/ Business Address _____

Pin code _____ State _____

Tele No. _____ Fax No. _____ Mobile No. _____

Income Tax Permanent Account No. _____

Passport Number _____

2. SECOND/ JOINT APPLICANT

Mr/Ms/Mrs. _____

Son/Daughter/Wife of _____

Guardian's Name (If applicant is minor) _____

Relationship of Guardian with Minor _____

Date of Birth _____

Nationality _____

Residential Status : Resident
Non Resident

First Applicant

Second Applicant

Foreign national of Indian origin
other _____ (Please Specify)

Mailing Address _____

Pin Code _____ E-mail _____

Tele No. _____ Fax No. _____ Mobile No. _____

Permanent Address _____

Pin code _____ State _____

Tele No. _____ Fax No. _____ Mobile No. _____

Office/ Business Address _____

Pin code _____ State _____

Tele No. _____ Fax No. _____ Mobile No. _____

Income Tax Permanent Account No. _____

Passport Number _____

3. PAYMENT PLAN OPTED –

Down Payment Plan _____

Construction Linked Payment Plan _____

Possession Linked Payment Plan _____

4. PURPOSE OF PURCHASE

First Applicant _____

Second Applicant _____

Investment _____

Self use/ residence _____

5. DETAILS OF THE APARTMENT APPLIED FOR

Apartment Type _____

Apartment no. _____ situated in _____ Block having

Carpet Area _____ Square meters (_____ sq. feets)

6. AMOUNTS PAYABLE

Total Sale Consideration including GST Rs. _____

Interest Free Maintenance Security (IFMS) Rs. _____

Other Charges, if any Rs. _____

Declaration-

I/we the above named applicant(s) do hereby declare that the terms and conditions contained in this application form have been read/understood by me/us and the same are acceptable to me/us. Above particulars/ information given by me/us are true and correct and nothing has been concealed there from.

Signature of First Applicant: _____ Name _____

Signature of Second Applicant: _____ Name _____

Date: _____

Place: _____

Note:-

1. Cheques / Demand Drafts to be made in the name of "Brajbhoomi Buildtech Pvt. Ltd." payable at _____. Cheques/ Demand drafts are subject to realization.
2. In case of dishonour of Cheques / Demand Drafts submitted by the applicant(s), at any stage, the allotment is deemed to be cancelled without any obligation to serve any notice to applicant(s).

First Applicant

Second Applicant

FOR OFFICE USE ONLY-----

1. Application accepted/ rejected
2. Booking amount received vide Cheque/ demand draft No. _____ dated _____
of Rs _____
(Rupees _____ only)
3. Mode of booking –
Direct _____ Through Authorised Broker _____
Broker Name –
Address-
Tel. No. _____
Broker rubber stamp _____

Authorised Signatory
Brajbhoomi Buildtech Pvt. Ltd.
Date _____

TERMS AND CONDITONS

1. The terms and conditions mentioned herein below are only indicative and will comprehensively set out in the Buyer's Agreement which, shall be in addition to the terms and conditions as set out

First Applicant

Second Applicant

herein and in case of any inconsistency or conflict, the terms and conditions of the Buyer's Agreement shall prevail.

2. The applicant(s) acknowledge that he/she/they has/have seen all the relevant documents and is/are fully satisfied about the right, title, interest of the Company in the Project Land.
3. That 10% of the Total Sale Consideration shall be considered as Booking Amount / Earnest Money.
4. Upon allotment of residential Apartment, the applicant(s) shall execute the 'Buyers Agreement', within 20 days from the date of its receipt, failing which the Company shall be entitled to cancel the allotment and forfeit the Booking Amount/ Earnest money.
5. The Development Charges and other deposits/charges made/paid by the Company to Government Authorities shall be payable by the applicant(s), at the present applicable rates on prorata basis. However, in case of any additional upward revision/enhancement of Development Charges, statutory deposits/charges or outgoing of any kind/nature in future, whether prospectively or retrospectively, the same shall be paid by the applicant(s), on pro rata basis, as and when demanded by the Company.
6. Notwithstanding anything contained herein, the payments of installments payable as stipulated in the Payment Plan shall continue to be unabated irrespective of issues between the applicant(s) and the Company with respect to any other matter.
7. Applicant(s) shall pay the maintenance charges to the maintenance agency/Company from the date of offer of possession irrespective of fact whether the applicant(s) has taken possession of the Apartment or not.
8. The possession of the Apartment shall be offered within ____ months from the date of registration of Buyer's Agreement, subject to Force Majeure circumstances or grant of timely approvals by government authority or such other circumstances beyond the reasonable control of Company or certain limitations as provided in the Buyer's Agreement and shall always be subject to timely payments to be made by the applicant(s).
9. I/we hereby understand that the Promoter shall confirm the final area of Said Unit that has been allotted to me/us after the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area, then the Promoter shall refund the excess money paid by me/us within ninety days with annual interest at prescribed rate MCLR + 1% per annum OR at the rate prescribed in the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government, from the date when such an excess amount was paid by me/us. If there is any increase in the area allotted to me/us, then the Promoter may demand that from me/us as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the booking rate. However, if the Promoter has given any discount/concession to me/us at the time of booking, I/we agree that I/we shall not be entitled to claim such discount/concession from the Promoter if I/we are required to pay towards increase in the area of the said Unit to the Promoter.
10. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project and nature of amenities in terms of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State

First Applicant

Second Applicant

Government. The Promoter is entitled to make such minor additions or alterations as may be required by me/us or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to me/us.

11. The Promoter may develop the project in a phased manner and every Phase therefore will be considered a standalone real estate Project.
12. In case where the Promoter proposes for a revision in layout plan of the Project with my/our consent and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund or demand preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last installment as stated in the payment plan opted by me/us.
13. The Promoter will offer for possession of the Said Unit to the applicant in writing within 90 (ninety) days of receiving occupancy certificate of the project.
14. Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, if the Promoter fails to provide possession of the Said Unit to me/us as period specified hereinabove or fails to complete the Project within the stipulated time after occupation/completion certificate, as the case may be, has been issued by the competent authority. In such case, I/we shall have the option of terminating the Agreement For Sale in which case the Promoter shall be liable to refund the entire money paid by me/us towards the purchase of the Said Unit, along with interest at prescribed rate MCLR +2% per annum prevailing at the time of refund within ninety days of receiving the termination notice. If I/we do not intend to withdraw from the project or terminate the Agreement For Sale/Allotment Letter, I/we shall be paid, by the Promoter, interest at prescribed rate MCLR +2% prevailing at the time of refund for every month of delay till the handing over of the possession of the Said Unit which shall be paid by the Promoter to me/us within ninety days of it becoming due.
15. I/we hereby agree that in case of cancellation of booking of the said unit, I/we shall submit 'No Objection Certificate' from the concerned dealer, if any, in this regard.
16. I/we further agree that in case I/we make any payment towards the said Unit from any third party account, then I/we shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and I/we further agree that the Promoter shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account then I/we hereby agree to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.

First Applicant

Second Applicant

17. I/we hereby agree to pay to the Promoter interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Applicant(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. I/we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether the Said Unit is physically occupied by me/us or not. Further, in order to smoothen the function and mechanism of payment of monthly Maintenance Charges, the Applicant(s) hereby authorizes the Promoter to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further I/we hereby agree and authorize the Promoter/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Promoter/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and I/we hereby agree that the Promoter/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, I/we hereby agree to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, I/we hereby agree to pay maintenance charges as charged by the Maintenance Agency. I/we hereby agree to execute a separate maintenance agreement with the appointed maintenance agency Further non-payment of maintenance charges shall also disentitle me/ us to the enjoyment of common services including electricity, water etc.
18. In case at any time the Promoter handovers the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Applicant(s) to such RWA/ Maintenance Agency, as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Applicant(s) on account of the same.
19. 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 installments/dues.
20. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
21. The Company may carry out extensive developmental/construction activities in future in the entire area falling outside the Apartment expected to be allotted. Applicant(s) has confirmed that he/she/they is/are having no objection and shall not interfere in any manner or make any claim or

First Applicant

Second Applicant

commit default in timely payment of installments, on account of inconvenience, if any, which may be suffered by him/her/them due to such developmental/ constructional activities or incidental/related activities being carried out in the project/ colony. It is made clear that all rights including the ownership thereof of other lands, unused areas, facilities and amenities shall vest solely with the Company and the Company have absolute authority to deal with it in any manner as Company may deem fit in its sole discretion, including but not limited to creation of further rights in favour of any third party.

22. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, delays or denies the grant of necessary approvals due any suit/writ before the competent court and the Company, is unable to deliver the possession of Apartment, in that event Company shall be entitled to get reasonable extension in time to hand over the possession of Apartment or alternatively Company may proceed to refund the amount received by it, without any interest or compensation whatsoever. The applicant(s) is hereby agree not to raise any dispute or claim in this regard.
23. The applicant(s) agrees and undertakes to pay all Government rates, taxes, service tax, VAT, GST, duty, cesses, charges, assessments, wealth tax, taxes of all and any kind by whatever name called, levy of proportionate development charges, whether levied or leviable now or in future, on the project on pro rata basis or the allotted Apartment, as the case may be, assessed or imposed from time to time by the competent authorities.
24. In order to upkeep and maintenance of various common services, security and other facilities, in the colony, Company shall appoint/nominate a maintenance agency ("**Maintenance Agency**") to provide services as may be required in the colony. The applicant(s) agrees to bear the applicable maintenance charges. Further, the applicant(s) hereby undertakes to deposit with the Company and to always keep deposited with said maintenance agency, as the case may be, as Interest Free Maintenance Security (IFMS) at the rate of Rs. ____/- per sq. yard of the Apartment area to secure adequate provision for expenses to be incurred for replacement, refurbishing, major repairs of facilities and equipments etc. or other capital expenditure or expenses necessitated by any unforeseen occurrences in future.
25. The applicant(s) may apply for loan/finance assistance for purchase the Apartment. However, applicant(s) shall solely be responsible to get the loan sanctioned and disbursed. In the event of loan not being disbursed, sanctioned or delayed for any reason whatsoever, the applicant(s) shall not hold/delay the payments agreed to be made as per payment plan opted by him/her.
26. The applicant(s) agrees and undertakes not to encroach the common areas and not to create any hinderance / obstruction in the common areas.
27. That the applicant(s) confirm(s) that in case remittances related to acquisition/ allotment/transfer of the Apartment has been made by the non-resident/foreign national of Indian origin, it shall be the sole responsibility of to comply with the provisions of applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company such permissions, approvals, etc., which would enable the Company to fulfill its obligations. Any implication arising out of any default by the Applicant(s), shall be the sole responsibility of Applicant(s).

First Applicant

Second Applicant

28. The Company shall not be responsible towards any thirdparty making payments/ remittances on behalf of the applicant(s) and such third party shall not have right in the application/allotment of the said Apartment applied for herein. The Company shall issue the payment receipts for payment in favour of the applicant(s) only.
29. All or any dispute arising out of or touching upon or in relation to the terms of this application or provisional allotment letter or its termination, including the interpretation and validity thereof and the respective rights and obligations of, the parties shall be settled amicably by mutual discussion, failing which the same shall be settled though arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Managing Director of Company. Arbitration proceedings shall be held at Virndavan only. The applicant(s) hereby confirms that he/she/they have no objection to such appointment and have no doubts as to the independency or impartiality of the said Arbitrator and shall not challenge the same.
30. All disputes relating to /arising out of this application are subject to the exclusive jurisdiction of the courts at Mathura only.
31. The applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/ charge / securitization of receivables of the Apartment subject to the Apartment being free of any encumbrances at the time of execution of sale/ conveyance deed. The Company / financial institution / bank shall have the first lien / charge on the allotted Apartment for all its dues and other sums payable by the applicant(s) under this transaction.
32. In case of joint Applicant(s), all correspondence/ communications shall be sent to the applicant(s), whose name appears first and at the address given by him, which shall for the purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
33. The applicant(s) shall inform the Company in writing of any subsequent change in the mailing address as mentioned herein failing which all demands, notices etc., sent by the Company on the address given in the application be deemed to have been received by the applicant(s).
34. That for all intents and purposes, singular includes plural and masculine includes the feminine gender.
35. The stamp duty, registration fee/charges and other expenses paid on the execution of the Sale / Conveyance Deed shall be borne and paid by the applicant(s).
36. The applicant(s) shall not create any mischief and shall not do any act, nuisance or omission as could disturb the peace, serenity, tranquility of his/her Apartment or of the colony. The applicant(s) shall not be allowed to do any activity, which may be objected by the other residents, any activity which spoils the decorum or decency or beauty of the colony.

First Applicant

Second Applicant

37. The allotment of desired Apartment applied for is at the sole discretion of the Company and Company reserves its right to reject any application.

I/We has/have read and understood the above terms and conditions and the same are acceptable to me/us. I/we undertake to abide by the same.

Signature of First Applicant: _____ Name _____

Signature of Second Applicant: _____ Name _____

Date: _____ Place: _____

Acceptance by Company-

Authorised Signatory

Brajbhoomi Buildtech Pvt. Ltd.

Date _____

CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN

Apartment No: _____

Block: _____

DOWN PAYMENT PLAN

Months	Installments to be Paid
Stages	Payment
At the time of registration	_____ % of Total Sale Consideration
Within 30 days of registration	_____ % of Total Sale Consideration
On Final Notice of Possession	_____ % of Total Sale Consideration + IFMS + Stamp Duty + Registration and other charges

First Applicant

Second Applicant