PRESIDENTIAL V At Godrej Golf Li Plot No. REP-1, So Greater Noid	inks ector 27
APPLICATION	FORM

"All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect."

	<b>,</b>			<b>.</b>			
Application For	rm No. /Custo	mer ID					
Date							
To,							
AR LANDCRA 3 <sup>rd</sup> UM House, Plot No.35, Sec Haryana – 1220	Tower A, tor-44, Gurug	ram	Photograpl Sole / Fir Applicar	st	Photograph of Second / Joint Applicant	Photograp Third / Jo Applica	oint
Dear Sir/Madar	n,						
Floor, UM Hou a recreational control with other amount of the state of the with other amount of the state of	se, Tower A, I omplex by the enities, facilition recreational imately 100 ntitled to development of the Tease of 90 year lease deed dat	Plot No.35, name " <i>Goo</i> es, service entertainm acres) show elop and op otal Lands ars in favou ed 27th Ma	Gate No.1, so drej Golf Lines etc. and su ent plot no. R wn in Scheduler the To the Greater N r of Developy, 2015; and 1	ector 44, 0 ks" comprish other EP-1, Sector I to which as loida Indu er vide les	reloper") having Gurugram-12200 rising of a golf c developments a tor 27, GNIDA n this Application per the agreem strial Developments ase deed dated 1 sued the approva	22, Haryana, i ourse & club, is may be peneasuring 4,0 in ("Total Lanents amongs ent Authority 12th November 12th November 15 ourse 15 our	s developing, villas along ermitted (the 3,575 square ands"). The t partners of ("GNIDA") er, 2014 and
("Villa") along	with all right eveloped by the	s, title and	interest there	ein, at vill	of are mentioned a complex/clust e Total Lands w	er comprising	g of total 95
	have	paid	a	sum	of	Rs	
(RupeesAmount") along	g with this Ap	plication as	the initial bo	oking am	ount.	only)	("Booking

In the event (I) I/we fail to pay the said next installment within the period stipulated in the invoice or sign the Allotment Letter or the unit agreement with the Developer within the period stipulated in the Allotment letter and submit the same, and if I/We fail to be present for the registration of the said unit agreement; then my/our Application shall stand rejected and Developer shall be entitled to forfeit all the amounts paid by me/us till such date.

I/We hereby undertake to pay the installments as per the payment plan opted by me in **Schedule III**.

I/We agree that in the event I/we withdraw this Application prior to signing of the Allotment Letter by me/us, then the Developer shall be entitled to forfeit all the amounts received from the Applicant(s)

I/we, agree to pay the Cost of Property as mentioned in Section E ("Cost of Property") hereinafter towards purchase of the Villa and all other applicable charges, fees, lease rent, all direct/indirect taxes/duties, including but not limited to goods and services tax (GST), land under construction tax, local body tax, or any future increase thereof or imposition of any fresh incidence of tax levied by Competent Authority; ("Pass Through Charges") in respect of the Villa and recovery or payments towards maintenance and operation of common areas and facilities, stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Villa, as per the provisions of applicable laws. I/we, understand that the Cost of Property does not include any charges towards any facilities located outside the Project such as convenience stores, shops, kiosks, golf course, master club & sports arena, recreational activities and the Applicant(s) may be permitted use the same on such terms and on payment of charges as may be prescribed by the Developer. All such payments shall be made by me/us as per demands raised by the Developer and/or in the manner set out in the payment plan in *Schedule III* hereto which shall form an integral part of the Allotment Letter/ unit agreement which shall be executed by me/us and the Developer, in the format provided by the Developer.

Notwithstanding the fact that the Developer may issue a receipt in acknowledgement of the money tendered with this Application, I/we have clearly understood that this Application is only a request of the Applicant (s) for the allotment of the Villa and does not constitute a final allotment or an agreement and the Applicant (s) is/are not vested with any right, interest or entitlement in or over the Villa or against the Developer.

I/We confirm that I/we are submitting this Application Form for allotment of Villa in the Project after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, common areas and facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/We have understood that the plan of the Township may be subject to certain changes as may be permitted as per the applicable laws. I/We are aware and confirm that the advisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Act and I/we are not relying on the same for our decision to purchase the Villa. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in the sample flat and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same. I/ We further confirm that the Developer reserves the right to change, as per the applicable laws, the design, elevation, specifications, amenities and facilities, plans, etc. of the Township, as may be required due to aesthetic reasons or to meet the planning/regulatory requirements or for any other reasons as permissible under the law.

I/We understand and acknowledge that the specifications mentioned in the advertisement / communications or the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or service or cannot be construed as same and I/we have not relied on the same for my/our decision to acquire Villa in the Project. I/We further acknowledge that I/we have seen all the sanctioned layout plans and time schedule of completion of the Project.

I/We agree that in the event, Developer does not accept my/our Application for any reason whatsoever, I/we shall have no claim, right, interest, charge or lien on the Villa applied for allotment. I/We shall not, raise any objection or claim for damages or challenge the non-acceptance of this Application in the Court of law and the amount paid by me/us to Developer shall be refundable to me without any interest thereon.

I /we agree that the Developer, at its absolute discretion, is entitled to accept or reject this Application without assigning any reasons for the same. In the event this Application is rejected by Developer, then

money paid by the Applicant (s) along with this Application will be refunded by Developer within 45 days from the date of rejection of Application, without any interest or any compensation for any consequences thereof, and the Applicant (s) shall have no other claim whatsoever against Developer.

I/We agree to sign and execute the necessary documents and other definitive documents as and when desired by Developer from time to time including the Allotment Letter/ unit agreement, transfer deed, documents for formation of any condominium / association, maintenance agreement etc. ("Definitive Documents") within the stipulated time period. I/we further agree to bear and pay the stamp duty, registration charges and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Villa, as per the provisions of applicable laws. Further, I/We, as and when called upon by the Developer, undertake to come present for registration of the Definitive Documents, as may be required under the Applicable Law, at the office concerned sub-registrar of assurances.

I/We hereby understand that my/our eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies. I/We further agree and understand that if the subvention plan is availed by me/us, I/we shall liable to pay any amounts not covered by the bank funding.

I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto. I/We have taken the decision to purchase the Villa in the Project out of our own free will, based solely upon the information provided along with the document enclosed, after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein.

I/We have read and understood the "Terms and Conditions "mentioned in this Application. Further, I/We unequivocally undertake to abide by the terms of all Definitive Documents and other documents as per the priority designated and attributed to the same by Developer and be liable for defaults and breaches as contemplated and contained therein.

# SECTION A: My/Our particulars are given below for your reference and record:

# \*Mr./Mrs./Ms. \*Son/Wife/Daughter of \_\_\_\_\_\_ \*Date of birth\_\_\_\_\_ Nationality\_\_\_\_ \*PAN \_\_\_\_\_ Occupation: Private Service () Government Service () Professional () Business () Student () House Wife () Any other \_\_\_\_\_ Name of the Organization\_\_\_\_\_ Designation\_\_\_\_\_ \*Residential status: Resident/Non-Resident/Foreign National of Indian Origin / Person of Indian Origin /

Overseas Citizen of India Cardholder / Others specify)	(please
I/We hereby declare that as a Non Resident Indian/Person of Indian Origin/Foreign Nation in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 statutory enactments or amendments thereof and the rules and regulations of the Reserve I any other applicable law.	(" <b>FEMA</b> ") or
*Mailing Address	
PIN	
Permanent Address	
PIN	
Office Name & Address	
*Contact No. Office Residence	
*Mobile No.	_
Fax	
*E-Mail ID	_
Passport No. (For Non Resident/Foreign National of Indian Origin)	_
PIO/OCI Cardholder No. (For Persons of Indian Origin and Overseas Citizens of India) _	
(Xerox copies of PAN Card and Passport or Voters Card are to be submitted along with the	he Application.)
2. SECOND APPLICANT:	
*Mr./ Mrs./ Ms	_
*Son/Wife/Daughter of	
Date of birth	
Nationality	
*PAN	
Occupation: Private Service ( ) Government Service ( ) Professional ( ) Busine	ess ( )

Signature of Second applicant

Signature of Third Applicant

Signature of First Applicant

Student ( ) House Wife ( ) Any other		
Name of the Organization		
Designation	-	
	Indian	Origin/
I/We hereby declare that as a Non Resident Indian/Person of Indian Origin/ Fore in absolute compliance with the provisions of Foreign Exchange Management statutory enactments or amendments thereof and the rules and regulations of the any other applicable law.	Act, 199	99 (" <b>FEMA</b> ") or
*Mailing Address		
PIN_		
Permanent Address		
PIN		_
Office Name & Address		_
*Contact No. Office Residence		_
*Mobile No		_
Fax		_
*E-Mail ID		_
Passport No. (For Non Resident/Foreign National of Indian Origin)		_
PIO/OCI Cardholder No. (For Persons of Indian Origin and Overseas Citizens of	f India) _	
(Xerox copies of PAN Card and Passport or Voters Card are to be submitted alo	ong with	the Application.)
3. THIRD APPLICANT:		
*Mr./ Mrs./ Ms		_

Signature of Second applicant

Signature of Third Applicant

Signature of First Applicant

(In case applicant is a Company)	
Name of Company	
Authorized Rep. Name	
Date of Incorporation	
PAN	
Registered Address	
Correspondence Address	
*Mobile No	
Fax	
E-Mail ID	
(In case applicant is a Partnership Firm/HU	F Firm/ Trust/ Society)
Name of Firm/Trust/Society	
Authorized Partner/Karta/Signatory	
Authorized Partner/Karta/Signatory  Date of Formation  *PAN No	

	PIN	
Correspondence Address		
	PIN	
*Mobile No		
Fax	<del>-</del>	
*E-Mail ID		
(Xerox copies of PAN Card and Passp SECTION B: Details of Villa applied	ort or Voters Card are to be submitted along with the Application.,	
Villa No.		
Carpet Area*	(Sq. Meters) Appx.	
Exclusive Area**	(Sq. Meters) Appx.	
Total Area#	(Sq. Meters) Appx.	
Specification of Villa	As per Schedule IV	
walls, areas under services shafts, exclusive use of the Applicant(s) and ex of the Applicant(s), but includes the ar	e floor area of the Villa, excluding the area covered by the externa exclusive balcony or verandah area appurtenant to the Villa for exclusive open terrace area appurtenant to the Villa for exclusive used ea covered by the internal partition walls of the Villa.	
	ns open area, the exclusive balcony, exclusive terrace area, stilt area licable), appurtenant to said Villa for exclusive use of the Buyer.	
""Total Area" shall mean the Carpet 2	Area and Exclusive Areas collectively.	
SECTION C: Payment Plan opted:		
Detailed Payment Plans provided in Sci	chedule III	
SECTION D: Mode of payment:		
(i) Cheque (ii) Draft	(iii) P. O. (iv) Electronic Money Transfer	
SECTION E: Details of Pricing:		

Details of pricing is provided in Schedule III.

SEC	CTI	ION F: Finan	ce from bank / financial institut	ion:				
Yes		( )	No (	)				
SEC	T	ION G: Addi	tional information for NRI/ For	eion National of Ind	lian Origin:			
	. I I							
(A)		Name of Bar	ık					
		NRE /NRO/	FCNR Account No					
(B)			ose of remitting funds from abropeneficiary have to be provided:-	oad by the intending	g Applicant(s), the following			
		(a) Bene	eficiary's Name					
		(b) Bene	eficiary's A/C No.					
		(c) Bank Name						
		(d) Branch Name						
		(e) Banl	x Address					
		(f) Swi	ft Code					
(C)	A	Address of the	Place of residence abroad:					
	Ci	ity:	PIN/ZIP	:				
	St	tate:	Country:_					
	Pł	none (Home):	Phone (Wo	rk):				
	M	lobile:	Fax:					
	Eı	mail:						
			did you come to know about the					
New	vsp	aper	Hoarding	Television Advertisement	Internet Advertisement			
		t Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)			
	(pi	ed by Bank / lease )	Developer Website / Facebook page	Other:				

SECTION I: Purpose of Purchase
(a) Investment (b) Self-Use
SECTION J: Mode of booking - Direct / Broker (if Broker, mention name, RERA Registration No. & address with stamp)
RERA Registration No, Valid upto)
SECTION K: Name and Signature of Developer's sales representative
NameSignature
I/We hereby enclose a Cheque/Demand Draft No, dated, dated
for an amount of Rs/- (Rupees
amount. only) as and by way of necessary booking
Declaration:
I/We, the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information provided by me herein are true and correct and nothing has been concealed.
Yours faithfully,
Signature of First Applicant
Signature of Second Applicant
Signature of Third Applicant
Date Place

### SECTION L: TERMS AND CONDITIONS:

The Applicant(s) agrees to the following:

1.	The Developer has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority
	under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh
	Real Estate Registration Rules The RERA Registration no. is

- 2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer.
- 3. This Application is only an offer made to Developer for the allotment of the villa and does not create any right or interest, whatsoever or howsoever of the Applicant (s) in the Villa.
- 4. The Applicant(s) is applying for allotment of the Villa in the project (within the Township) proposed to be developed by Developer with full knowledge of all the laws/notifications and rules applicable to the Project /Township located in Greater Noida, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer in the Total Lands, and has understood ail limitations and obligations of Developer in respect thereof.
- 5. The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Township/Project as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant (s) further acknowledges that he has seen all documents / papers in relation to the Project and Township, including but not limited to the title documents, license, 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 Developer over the Total Lands.
- 6. The Applicant (s) understands that his rights, title and interest in the Villa to be allotted in the Project shall be governed by the applicable laws and this shall also be specified under the Allotment Letter/ unit agreement. The Applicant(s) shall have all rights and entitlements in respect to the Villa; along with undivided and indivisible proportionate interest in the common areas and facilities (other than those reserved / restricted for any other owner / sub-lessee / right-holder at the Township or a group thereof or otherwise intended to be transferred by the Developer to third parties as permitted under applicable laws). It 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 Township and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Township guidelines to be formulated by Developer and which shall be provided under the Allotment Letter and other Definitive Documents and the applicable laws.
- 7. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities shall be such as may be prescribed/ decided by the Developer from time to time. Further, the Developer may also provide certain facilities and amenities including golf club, master

club, shops and commercial areas within the Township which may be located outside the Project as per the master plan approved by GNIDA, which the Applicant may use as per such terms & conditions and subject to payment of membership fee and usage charges as may be prescribed/decided by the Developer from time to time.

- 8. The Applicant(s) fully understands that the Developer shall maintain the Township/Project, either by itself or any third party maintenance agency/ property manager as may be appointed by it, or the condominium/ association of unit holders at the Township/Project if any formed by the Developer as per applicable laws. It is further clarified that a separate Agreement would be executed with the Maintenance Agency/property manager. The Applicant(s) further understands that Developer shall be entitled, as per applicable laws, to transfer/sub-lease the convenience stores, shops, kiosks, conveniences, golf course, recreational activities, community building/ clubs as may be developed on Total Lands and the rights and entitlement of the Applicant(s) shall be governed as specified under the Allotment Letter/unit agreement. In the event the Developer chooses to maintain the Township/Project through a third party maintenance agency/property manager it shall identify a third party maintenance agency /property manager which shall be responsible for the overall maintenance of the project. All Applicant(s) shall enter into a maintenance agreement with either the Developer, or third party maintenance agency / property manager, or the condominium / association of unit holders at the Township/project, as the case may be, for the said maintenance services and payment of the maintenance charges on a pro rata basis.
- 9. The Applicant (s) understands and agrees that the Developer may, as may be required under Applicable laws, form (i) separate association of allottees ("Association") for Project and /or each phase in the Township; (ii) or form a single association for the Township. Further, in case the Developer forms separate Association for each of the phase in the Township, the Developer may form an apex body over and above all Association. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective projects/land parcel and the rights, entitlements and obligations of the allottees with respect to the common area and facilities. The common area within the Project and Total lands shall be dealt with by the Developer in accordance with applicable laws.

The Applicants(s) shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within fifteen days from the same being forwarded to the Applicant(s). On the formation of Association, rights of the Applicant(s) to the common areas and facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or unallotted premises, areas and spaces in the Project.

- 10. The Applicant(s) agrees and undertakes to pay all charges on actual basis 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 Villa) etc. as may be levied by Developer or condominium / association of unit holders at the Township/Project or by the maintenance agency / property manager appointed for the said purpose by Developer.
- 11. The Applicant (s) undertakes not to park his vehicles outside the Villa or any other area not specifically designated for his use as car parking.
- 12. It is understood by the Applicant(s) that (a) in case of home loan availed by the Applicant(s), 10% of the Total Amount payable or (b) in all other cases 20% of the Total Amount Payable, shall be

- construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfillment of his/her obligations under the Allotment Letter / Definitive Documents.
- 13. That the Applicant(s) understands and agrees that the Developer shall not entertain execute any transfer / nomination/assignment of the rights of the Applicant(s) under the Allotment Letter / unit agreement, until the developer has received 20% of Cost of Property. The transfer / nomination / assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/administrative charges at Rs.[•]/- ([•]) per transfer along with all other dues payable by the Applicant(s) to Developer till that date. The Applicant(s) understands that the Developer may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. However, there shall be no transfer/administrative charges payable on the first transfer of the Villa and no transfer / administrative charges will be payable if the transfer / assignment is proposed to be made in favour of a blood relative of the Applicant (s) including spouse, provided the Applicant (s) submits documentary proof as may be required by Developer.

Any such assignment / transfer / nomination by the Applicant (s) shall always be subject to applicable laws, notifications/governmental directions and the sole discretion of the Developer.

- 14. If Applicant(s) desires to add name (s) of any third party to the Allotment Letter or delete the name of any of joint Applicant (s) (as mentioned in Section A herein before) from the Allotment Letter, then the same may be allowed by Developer subject to the Applicant(s) submitting documentary proof as may be required by Developer to add/delete other name (s) in the Allotment Letter and payment of an administrative charges of Rs.[●] /- ([●] for each such addition/deletion. However, no administrative charges will be payable if addition/deletion of name(s) are proposed to be made in the name of blood relatives of Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer.
- 15. The Applicant(s) shall be liable to make the payment of the installment as per the payment plan in Schedule III. The Applicant(s) shall be obligated to pay the installments by the due dates as mentioned under the time linked milestones and construction linked milestones as provided in Schedule III, and the Developer shall raise invoices for the same. Any invoice in respect of construction linked milestones shall, inter alia, state the completion of the corresponding construction stage. It being further clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Schedule III and/or for the invoice raised by the Developer.

If there is any delay in payment of any installment due from the Applicant(s), then the Applicant(s) shall be liable to pay simple interest on such delayed payments at the rate of 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party. In case Applicant(s) fails to pay the due installment together with interest payable, the same shall be construed as default and Developer ay, at its sole discretion, terminate the allotment and be entitled to forfeit the Earnest Money and non-refundable amounts i.e. Interest on all outstanding amounts, deduction of brokerage paid by the Developer to the broker (in case the booking is made through a broker), (collectively referred to as the "Non-Refundable Amount") and balance money (if any) will be refunded by Developer, after deducting / adjusting the Non-Refundable Amount, without any interest or any compensation for any consequences thereof, and the Applicant (s) shall have no other claim whatsoever against Developer. However, Developer may, at its sole discretion and decision, decide not to terminate the allotment and condone the delay in payment of the particular installment, subject

to terms and conditions that may be imposed by Developer on the Applicant(s) at that particular point of time together with liability to pay interest on the unpaid amounts at an enhanced rate which Developer may deem fit and appropriate. Such discretion to condone the delay and not terminate the allotment shall vest exclusively with Developer and all decisions taken by Developer in this regard shall be final and the Applicant(s) agrees that all such decisions of Developer shall be binding on and acceptable to the Applicant(s).

- 16. The additional compensation / price (if any) payable to GNIDA or antecedent owners of the Total Lands if required to be paid by Developer after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by the GNIDA, shall be charged additionally from the allottee(s), and the allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.
- 17. The Developer shall confirm the final Carpet Area that has been allotted to the Applicant(s) after the construction of the Villa is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Villa, the Applicant(s) shall either pay or be entitled to refund of the amount charged towards Carpet Area and Exclusive Area, interest free maintenance charges, lease rent (refund, if any, shall be given without any interest) in proportion to such variation, and no other claim, whatsoever, monetary or otherwise shall lie against the Developer in any manner whatsoever by the Applicant(s). The Applicant(s) further acknowledges that the Developer may, as per the applicable laws, alter/modify the sanctioned plans as has been approved by governmental authority and the same shall be acceptable to the Applicant(s).
- 18. The preferential location charges (PLC) are the charges applicable in respect of certain types of Villas owing to their description and location within the Township/Project. The Applicant(s) agrees that in case he has applied for a Villa of such description and location, he shall pay the applicable PLC, computed on the basis of built up area of such Villa, as part of the Cost of Property.
- 19. The Cost of Property of Villa is exclusive of the statutory deposits to be made by Developer to competent authorities towards electricity, water and other facilities at the Township/Project. The same shall be payable by the Applicant(s) on a pro-rata basis as and when demanded by Developer. However, in case the same gets enhanced under the applicable laws including revision of lease rent, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).
- 20. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Developer shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit the entire Earnest Money and Non-Refundable Amount. However, Developer may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs.5,000/- and for second instance it is Rs. 10,000/- only. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Applicant(s) fails to deposit the Bank Demand Draft/ NEFT/RTGS within next 7 days of sending of intimation of dishonor of cheque to the Applicant (s), in that event Developer may, at its sole discretion, terminate the allotment and forfeit the entire Earnest Money and Non-Refundable Amount. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.
- 21. All cheques /demand drafts/remittance should be issued / deposited in favor of "[●]" payable at par and/or as stipulated by the Developer from time to time. The first sole/Applicant shall mention his/her/its name, villa no. applied for, behind the cheques/demand drafts. The payments made by

cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque.

- 22. The Applicant(s) fully understands and agrees that in case the Applicant(s) cancels, withdraws or surrenders his allotment, for any reason whatsoever at any point of time, then the Developer at its sole discretion, shall be within its right to forfeit Earnest Money and Non-Refundable Amounts. The Applicant(s) shall approach the Developer for the refund, if any, and the Developer shall refund the balance amount (i.e. the refundable amount left, after deducting the Earnest Money and Non-Refundable Amounts), to the Applicant(s) without any interest and compensation.
- 23. Subject to the Applicant(s) not being in default of any terms and conditions specified in the Definitive Documents including but not limited to the timely payment of the Cost of Property, the Villa shall be offered for possession on or before \_\_\_day of \_\_\_\_, 20\_\_\_ ("Completion Time Period"). Upon the Villa being ready for possession and occupation Developer shall issue the possession notice.
- 24. Notwithstanding the above, Developer shall be entitled to an extension of time for handing possession of Villa, if the completion of construction of the Villa or the part / portion of the Township/Project where the said Villa is situated is delayed on account of any of the following reasons
  - a. any force majeure events and/or
  - b. reasons beyond the control of the Developer and/or its agents and/or
  - c. due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s) ("Extension Event").

For the purpose of this Application Form, "force majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

In case the Developer is unable to offer possession on or before the Possession Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with applicable interest from the date of payment of such amount till refund thereof..

25. In the event the Applicant(s) fail(s) to take over possession of the Villa in accordance with the possession notice, the same shall be a default on part of the allottee(s), and without prejudice to any other right that may be available to Developer including termination of allotment, the allottee(s) shall be liable to pay to Developer all costs and expenses which Developer may have to incur in relation to the Villa including holding charges of Rs.[●]/-( [●]) per month ("Holding charges") as the cost of necessary upkeep and maintenance of the Villa for the period of such delay. During the period of said delay the Villa shall remain locked and shall continue to be in possession of Developer but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition. At any time during the period of such delay Developer shall, at its sole discretion, and without prejudice to its right including but not limited to recover the costs, expenses and Holding charges stated hereinabove, may terminate the allotment and terminate the unit agreement. The Applicant(s) hereby agree(s) that in case the Applicant(s) fail(s) to respond and/or neglect to take possession of the Villa within the time stipulated by the Developer in the letter for possession Notice and/or cancel / terminate the Allotment Letter/ unit agreement, then the Developer shall be entitled and hereby reserves its right to forfeit the Earnest Money and Non-Refundable Amount. The Applicant(s) further agree and acknowledge that the Developer's obligation of delivering possession of the Villa shall come to an end on the date of expiry of the letter for Possession Notice and

- that subsequent to such date the Developer shall be neither responsible nor liable for any obligation towards the Applicant(s) for the possession of the Villa.
- 26. If, the Applicant(s) brings to the notice of the Developer any structural defect in the Villa within a period stipulated under the applicable laws, it shall wherever possible be rectified by the Developer without further charge to the Applicant(s). However, Parties agree and confirm that the decision of the Project's Architect shall be final in deciding whether there is any actual structural defect in the Villa. After the Completion Time Period, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in this clause), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Applicant(s) and the Applicant(s) alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 27. Due to any operation of law or any statutory order or otherwise, if a portion of the Township or the entire Township is discontinued or modified resulting in cancellation of allotment, then the Applicant (s) affected by such discontinuation or modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- 28. Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Government authorities at the time of sanction of the building plans or thereafter. Developer shall, before execution and registration of the transfer deed and handing over of possession of the Villa to the Allottee(s), obtain from the Government authorities, the necessary part occupation certificate in respect of the said Villa, as may be required under the Applicable Laws.
- 29. Developer shall be entitled, per applicable laws, to complete the Township/ Project in part/ phases and obtain part occupation certificate for the same as Developer may deem fit. In such cases, if the allottee(s) is offered possession of the Villa in a completed part/phase of the Township/Project, Developer and its agents, contractors etc. shall be entitled to carry on the remaining work including further and additional construction work in the Township/Project including at the part / phase or portion where the Villa is situated. The Applicant(s) shall not object or make any claim (including for any damages) on account of inconvenience, if any, which may be caused to the allottee (s) due to such construction activity or incidental / related activities. However Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the Applicant (s).
- 30. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant (s), whose name appears first and at the address provided by the first named Applicant (s) in Section A herein before, which shall for the purposes be considered as served on all the Applicants and no separate communication shall be required to the other named Applicant(s).
- 31. The Applicant(s) shall inform Developer in writing about any change in the mailing communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Developer to the address provided by the first named Applicant(s) in Section A herein before shall be deemed to have been received by all the Applicants.
- 32. The Applicant(s) have represented and warranted to the Developer that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Villa as and when demanded by the Developer/ Maintenance Agency. The Applicant(s) understand and agree that he will apply for the Home Loan, if required, to any Bank/Financial institution at his sole cost, liability, risk

and consequences only after obtaining prior written permission from Developer. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to the Applicant(s). However, the Developer shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant(s) shall always keep the Developer fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Developer in this regard.

- 33. The Applicant(s) further agrees that Developer may raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables (accruing or likely to accrue there from) or in any other mode/manner by creation of charge/mortgage on the Villa subject to the condition that the Villa shall be free from all such encumbrances at the time of registration of transfer deed and handing over possession of Villa to the allottee(s).
- 34. The Applicant(s) clearly and unequivocally confirms that in case remittances related to allotment/purchase of the Villa are made by non-resident/ foreign national of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide Developer with such permissions, approvals, etc., which would enable Developer to fulfill its obligations under the Allotment Letter or the Definitive Documents. Any implications arising out of any default by the Applicant (s), shall be the sole responsibility of the Applicant(s). Developer accepts no responsibility in this regard and the Applicant(s) shall keep Developer fully indemnified and hold harmless at all times in this regard. Whenever if there is a change in the residential status of the Applicant(s) to intimate the same in writing to Developer immediately and comply with all the necessary formalities, if any, under the applicable laws.
- 35. 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 Villa is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed 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 Developer 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 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 Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to cancel/terminate this Application / Allotment Letter / unit agreement. Upon such termination the Applicant(s) shall not have any right, title or interest in the Villa neither have any claim/demand against the Developer, which the Applicant(s) hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant(s) shall be refunded by the Developer to the Applicant(s) in accordance with the terms of this Application/unit agreement only after the Applicant(s) furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant(s).

Developer reserves the right to assign all or any of its rights and obligations in respect of the township/project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Township/Project. With effect from such date of assignment, all the letters and correspondence exchanged with the Applicant(s) including the monies paid there under shall automatically stand transferred in the name of

- such new company/entity without any alterations in the original terms and conditions. In such event the Definitive Documents will be executed by such new company/entity with the Applicant(s). The Applicant(s) has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.
- 36. The Applicant(s) understands that the Developer is developing the Total Lands in phased manner. As such the total FAR on the Total Lands may be allocated by the Developer to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Applicant(s) has understood the same and undertakes not to raise any dispute in this regard. In case the Competent Authorities grant any additional FAR / construction rights over the Total Lands, the same shall be available to the Developer, to the exclusion of the Applicant(s) and other allottees / Buyer(s) at the Township, which shall be used / enjoyed by the Developer as per Applicable Laws. The Applicant(s) agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Applicant(s) further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses.
- 37. It is understood by the Applicant(s) that Developer shall have no obligation to send reminders/notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and those to be set out in the Allotment Letter and/ or unit agreement and the Applicant (s) is required to comply with all his obligations on its own. In the event the Applicant(s) fails to comply with terms and conditions thereof Developer shall always have the right to cancel / terminate the allotment letter and/or unit agreement and to forfeit the entire earnest Money and Non-Refundable Amount or the entire monies paid by the Applicant(s) up to the date of such cancelation, whichever is less. Thereafter the Applicant(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or unit agreement.
- 38. In case of cancellation / withdrawal / termination of this Application Form / Allotment Letter Definitive Documents, all documents executed / received by the Applicant(s) in furtherance thereto shall stand cancelled /terminated for all intents and purposes and the Applicant (s) shall return all documents (in original) to the Developer.
- 39. In case the Parties are unable to settle their disputes amicably within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Applicable Laws, have the option to settle through arbitration as per the Arbitration and Conciliation Act, 1996 as amended upto date, by a sole arbitrator selected from the names of the three arbitrators proposed by the Developer. In case the Applicant(s) delays/neglects / refuses to select one of the names from the suggested names within 15 (fifteen) days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Developer is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Mumbai. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the subject to jurisdiction of competent courts.
- 40. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

- 41. The name of the Township "Godrej Golf Links" or of the project may be changed at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same and that the Applicant(s) hereby accord(s) his/her irrevocable consent in respect thereof. It is further agreed by the Applicant(s) that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("Brand Name") shall at all times be subject to the sole control of Godrej Properties Limited (being partner in the Developer LLP)
- 42. The terms and conditions mentioned herein shall be in addition to the terms and conditions to be mentioned in the Definitive Documents. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Definitive Documents, the terms and conditions specified later in the Definitive Documents, shall supersede the terms and conditions as set out herein.
- 43. The terms and condition mentioned herein are limited and detailed terms and conditions shall \ be specified in the Allotment Letter / unit agreement and transfer deed to be executed between the Applicant (s) and Developer and the same shall be binding on the Applicant(s).
- 44. 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 Developer, whichever is earlier as per section 194IA in the 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 Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay Interest on TDS payment plus applicable indirect taxes( if any) from the due date till the date such certificate is actually received by the Developer.
- 45. 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 wilt be final and changes (if any) can be made only subject to the discretion of the Developer.

The Applicant (s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me.

Signature of First Appl	icant:	
Signature of Seco	ond Applicant:	
Signature of Thir	d Applicant:	
Date:	Place:	

# **SCHEDULE I**

# PLAN SHOWING TOWNSHIP/ PROJECT LANDS

# **SCHEDULE II**

# LAY OUT PLAN OF THE TOWNSHIP/ PROJECT

# SCHEDULE III DETAILS OF PRICING

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Villa	
(ii)	Towards the Exclusive Areas of the Villa	
A.	Cost of Property	
	Other charges	
B.	Lease Rent	
C.	Interest Free Maintenance Security	
D.	Golf Course Membership, Master Club & Sports Arena Charges	

All Taxes, duties, Cess, (whether applicable/payable now or become applicable/payable in future) including but not limited to TDS and/or goods and services tax (GST), land under construction tax, and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies as applicable in respect of the Villa, will be charged at actual, in addition to above and are subject to revision as may be levied by the government authorities. In case of any levy such as development charges etc., taxes and duties in future by the government authorities, the same shall be borne by the Applicant(s).

PAYMENT PLAN

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# SCHEDULE IV SPECIFICATIONS OF THE VILLA

# LIST OF DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM

# For Individual (resident Of India):

- Copy of PAN card
- Passport Size photographs
- Photo ID, Signature & Address Proof

# For Partnership Firm:

- Copy of PAN card of the firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm

- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing Partner

## For Company:

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary
- Board Resolution in favor of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized Signatory

# For Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

# For NRI/Foreign Nationals of Indian Origin:

- Copy of passport
- Copy of PAN card
- Passport Size photograph, Photo ID, Signature Proof, Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI/NRO account of the Applicant(s)
- In case of payment through cheque:
  All payments shall be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party.

# Non-Individual Applicants are required to ensure that the object clause of the constitution document (viz. MOA / AOA / Trust Deed etc.)