

LOGO

Customer Id/ Reg. No.....

APPLICATION FORM FOR ALLOTMENT OF AN APARTMENT/ SHOP

To,

_____ Private Limited,

Dear Sir,

I/We understand that _____ Private Limited (the "**Company**") is constructing and developing a mixed land use project named as "_____" (hereinafter referred to as the "**Project**") on land measuring approx. _____ square meters on land numbered as Plot No. _____ situated in _____.

I/We, hereby apply for allotment of an Apartment/ Shop/ Office (hereinafter referred to as the "**Unit**") in the said Project. I/we make this application after having carefully read and understood the terms and conditions provided herein.

I/We remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft / Cheque No. _____ dated _____ drawn on _____ being advance amount for allotment of the Apartment.

I/We hereby agree that the receipt of this application and acceptance of the advance amount by the Company does not confirm the allotment of the Unit. The allotment of said unit shall be up to the discretion of the Company. Upon the Company confirming the said allotment, I / we hereby undertake to pay such price that are provided herein and sign and execute the allotment letter and agreement to sell and get the same registered before the concerned sub registrar, (the "**Definitive Documents**") within such timelines and in the format provided by the Company in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

I/ We hereby undertake to abide by the terms and conditions of this Application Form. I/ We hereby agree that the complete and detailed terms and conditions of the Allotment shall be provided in the Agreement to Sell. In the event the Company agreeing to allot me/us an Unit, I/We agree to pay further installments and additional charges as per the Payment Plan (opted by me/us) as shown in **Annexure- I** and/or as stipulated/demanded by the Company, failing which the allotment shall be cancelled and the Booking Amount and other sums as specified in Clause 6 of the terms and conditions of this Application Form shall be forfeited by the Company.

My/Our particulars are given below: -

1. Sole/First Applicant(s)

Mr./ Mrs./ Ms. :

S / W / D of :

Nationality :

D.O.B :

Occupation : Professional ☐ Service ☐ Business ☐

Student ☐ Housewife ☐ Any other ☐

Please affix your
photograph here

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Income Tax Permanent Account No. :, Aadhar Card No.....

Address for communication :
.....Pin

Tel.No....., Mobile no.....

Fax No. E-Mail ID

Office Name & Address :
.....Pin

Designation :

ID/Address proof(s) : PAN Card ☐ Driving Licence ☐ Ration Card ☐ Aadhar Card ☐

Voter ID Card ☐ Passport ☐ Others _____

2. Second Applicant(s)

Mr./ Mrs./ Ms. :

S / W / D of :

Nationality :

D.O.B :

Occupation : Professional ☐ Service ☐ Business ☐

Student ☐ Housewife ☐ Any other ☐

Please affix your
photograph here

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Income Tax Permanent Account No. :

Address for communication :
.....Pin

Tel. No. Mobile

Fax No. E-Mail ID

Office Name & Address :
.....Pin

Designation :

ID/Address proof(s) : PAN Card ☐ Driving Licence ☐ Ration Card ☐ Aadhar Card ☐

Voter ID Card ☐ Passport ☐ Others _____

3. Payment Plan:

Down Payment Plan ☐ Construction Linked Payment Plan ☐ Subvention Plan ☐ Possession Linked Payment Plan ☐

Note :

The Applicant(s) have perused and understood the Payment Plan in Annexure I and have thereafter selected the above plan.

Payment to be made by A/c Payee Cheque(s) / Demand Draft(s) / RTGS in favour of "M/s _____ Private Limited" payable at Noida only.

4. Type :

Unit No. : Floor : Tower :

Carpet Area Sq. mt. (.....Sq.ft), Saleable/Super area: Sq. mt. (.....Sq.ft)

Terrace/Lawn Area: Sq. mt. (.....Sq.ft)

No. of Car Parking :

5. Total Amount Payable:

A. Total Price (inclusive of applicable taxes) : Rs.

B. Lease Rent : Rs.

C. Interest Free Maintenance Deposit (IFMD): Rs.....

D. Power Back-Up installation Charges : Rs.....

E. Any Other Charges : Rs.

6. Home Loan Required : ☐ Yes ☐ No

If Yes, Preference of financial institution :

1. 2.
3. 4.

Declaration:

I/We the above Applicant(s) have examined the documents and information relating to the Project including the layout plan, approvals, other tentative plans, designs, specifications of the Unit etc. and have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the Said Land and the Project and the approvals, sanction and permissions for development that have been obtained by the Company. I/We do hereby further declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application shall be subject to the terms and conditions attached to this Application Form and the Definitive Documents. I/ we understand that the Company shall elaborate the terms and conditions stated herein and provided further terms in the Definitive Documents. The said terms and conditions shall be ipso-facto applicable to my/our legal heirs, transferees and successors. I/ We undertake to inform the Company of any change in my/our address or in any other particular/information, given above, till the ownership of the Unit is transferred to me /us by execution and registration of conveyance / sub lease deed, failing which the particulars shall be deemed to be correct and the communications sent at the recorded address by the Company shall be deemed to have been received by me/ us.

Name of the Applicant(s)

Signature of the Applicant(s)

Date:

Place:.....

Note: Persons signing the Application Form on behalf of other person/ firm/ company shall file proper Authorization/ Power of Attorney.

FOR OFFICE USE ONLY

Full Booking Amount Received: Yes _____ No _____

Checked by Sales Personnel :

Approved by Sales Head :

Reg. No./ Customer ID :

Date :

Home Loan Institution :

Home Loan Personnel :

Checklist for receiving Official:

- (a) Booking Amount.
- (b) Customer Signature on all pages of the Application Form.
- (c) Signed copy of Payment Plan
- (d) Pan No./Form 60/Copy of Pan Card
- (e) Copy of Address Proof & Copy of ID Proof
- (f) For Companies: Memorandum & Articles of Association/Board Resolution
- (g) For Partnership Firm: Authority Letter duly signed by all the Partners along with certified true copy of the Partnership Deed.
- (h) For NRI Copy of Passport & Payment through NRE/NRO Account.
- (i) E-mail ID and Mobile No of the Applicant(s)
- (j) Copy of Aadhar Card of Applicants

Remarks: _____

(Received By)

(Checked By)

(Authorized Signatory)

Name: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. The Applicant(s) has applied for allotment of an Apartment/ Shop/ Office (hereinafter referred to as the **"Unit"**) in the project named as "_____" (hereinafter referred to as the **"Project"**) being developed/ constructed by _____ Private Limited (hereinafter referred to as the **"Company"**) on land admeasuring approx. _____ square meters on plot numbered as Plot No. _____ situated in _____ (**"Said Land"**).
2. The receipt of this Application and acceptance of the advance amount by the Company does not confirm the allotment of the Unit. The said allotment shall be to the discretion of the Company. Upon the Company confirming the said allotment, the Applicant(s) hereby undertakes to pay such amounts that are provided herein (**"Total Price"**) and sign the allotment letter and agreement to sell and get the same registered before the concerned sub registrar, (the **"Definitive Documents"**) within such timelines and in the format provided by the Company in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
3. That upon the Company confirming the said allotment, the Applicant(s) hereby undertakes that he shall deposit with the Company, Non-judicial Stamp Papers of requisite value for the stamp duty and all other amounts required for meeting the expenses for execution and registration of Agreement to sell of the Unit in compliance with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder, within a period of 15 days of dispatch of written notice by the Company in this regard and get the Agreement to Sell executed and registered positively within a period of 30 days of dispatch of said written notice or such other date as duly intimated by the Company to the Applicant(s). In the event of the Applicant(s) failure, the booking/Allotment will be cancelled at the discretion of the Company and the Booking Amount paid till date to the Company shall stand forfeited and the Applicant(s) shall be left with no right, title, interest, lien or claim of whatsoever nature on the said Unit.
4. It is hereby understood and agreed that upon signing of this Application, the Applicant(s) is deemed to have completed all due diligence as to the right, title and interest of the Company to develop and market the Project on the Said Land and the Applicant(s) confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Company to transfer the Unit.
5. The Applicant(s) has clearly understood that for the better implementation of the Project and company's design and plan thereto, there could be changes, alterations, modifications in the layout plan/building plans/ floor plan, areas and/or drawings, layout, elevations, features, specifications, height, dimensions, finishing, etc., that are necessitated during the construction of the Unit or as may be required by any statutory authority(ies) or otherwise and the Applicant(s) undertakes to raise no objection thereto.
6. The Company reserves its right to effect suitable changes and alterations in the layout, Floor Plan, areas, elevations, features, specifications, the height, width, finishing, etc., of Project/ Unit at any time and in any manner it thinks fit and proper as per applicable law. However, in the event that there is any change in the Unit's layout or location or variation in its Carpet Area at the time of final measurement, the applicable Total Price, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon.
7. The Applicant(s) agrees and confirms that an amount equivalent to 15% of the Total Price shall at all times be treated as Booking Amount to ensure fulfillment of the terms and conditions as contained in the Application and the Allotment Letter and Agreement to Sell.
8. The Company shall be entitled to terminate this Application and future allotment on (i) Non-payment of _____ consecutive installment of the Total Price or the interest payable on the same as mentioned in this Application, or (ii) Any request from the Applicant(s) for cancellation of this Application, or (iii) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Application, Definitive Documents. On termination, the Company shall be entitled to forfeit / deduct / recover (a) the entire Booking Amount, (b) the brokerage/commission paid by Company to any channel partner / property dealer / broker through whom the Applicant(s) applied for the Unit, (c) any other benefit given by Company to the Applicant(s) at the time of submission of the Application by the Applicant(s), and (d) any interest accrued from the Applicant(s) to Company on delayed payments. However, in case the amount paid by the Applicant(s) till

the date of termination is less than the amount which Company is entitled to recover as aforesaid, then the Applicant(s) shall further be liable to pay the difference / shortfall to Company.

9. In case the Applicant(s) withdraws or surrenders his application for the allotment, for any reason whatsoever, at any point of time, then the Company shall be entitled to forfeit the Booking Amount along with interest due/payable and brokerage paid for the said booking and may refund the balance amount to Applicant(s), (if applicable), without any interest or compensation within 45 days of such cancellation.
10. Notwithstanding anything contained in this Application timely performance by the Applicant(s) of all its obligations under this Application or exercise of any options wherever and whenever indicated herein this Application, including without limitation, its obligations to make timely payments of the Total Price and other deposits and amounts, including any interest in accordance with this Application shall be of essence under this Application.
11. All payments by the Applicant(s) shall be made to the Company through demand drafts/ cheques/ RTGS drawn upon scheduled banks in favour of “_____ Private Limited” payable at Noida only.
12. The Applicant(s) shall be liable to make timely payments of installments upon receipt of demand notices from the Company from time to time and in accordance with the Payment Plan on or before the due date as provided in the Demand Notice issued by the Company to the Applicant(s) without default. If the Applicant(s) fails to pay ____ consecutive installment, then the Applicant(s) shall be liable to pay interest to the company on the unpaid amount at the rate on entire delay period as prescribed in the Real Estate (Regulation and Development) Act, 2016 and applicable Rules thereunder. If the Applicant(s) does not pay the amounts even within _____ months from the due date under the Demand Notice then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel / terminate allotment after giving 30(thirty) days notice.
13. The car parking allotted with the Unit (“**Car Parking Spaces**”) shall form an indivisible and inseparable constituent of the Unit and they shall not have any independent transferability by themselves. The Allotted Car Parking Spaces shall be marked at the time of possession and the Applicant(s) has agreed that it shall not be at any point in time entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the Allotted Car Parking Spaces. The Applicant(s) undertakes to use the Allotted Car Parking Spaces only for parking light private motor vehicle. All terms and conditions mentioned herein, including but not limited to the use, cancellation of allotment, resumption etc. of the Apartment shall also apply to the Allotted Car Parking Spaces. The Applicant(s) understands and agrees that all reserved car parking spaces allotted to other occupants of Project along with the un-allotted car parking spaces remaining in the ownership of the Company are not part of the Common Areas & Facilities of Project and shall not form part of the Common Areas & Facilities for the purpose of the Declaration Deed to be filed by the Company under the _____ Apartment Ownership Act and Rules framed there under, and as amended from time to time.
14. The Applicant(s) may after obtaining prior written consent of the Company, assign / transfer his rights, title and interest in the Unit under this Application and the Definitive Documents to any third person /entity. The Company assures the Applicant(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of the monies due and payable by the Applicant(s) under this Application and the Definitive Documents and payment of transfer / administrative fee for such assignment/ transfer as may be determined by the Company from time to time. Such consent/permission shall always be subject to applicable laws, notifications/ governmental directions. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

All applicable statutory charges, taxes including all Government levied taxes and other levies demanded or imposed at any later date by the concerned/competent authorities shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Company/competent authority as the case may be.

15. The Company, for the purposes of carrying out such maintenance services at the Project, may employ / hire a maintenance agency (“**Maintenance Agency**”) appointed for the said purposes. The Applicant(s) shall be required to enter into a separate maintenance agreement with the Maintenance Agency (“**Maintenance Agreement**”), in the format provided to him by the Company, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in the Project. The

Applicant(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc ("**Maintenance Charges**") to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s) under the Application and the Allotment Letter. The rates of maintenance and service charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Applicant(s) agrees that, on and from the Possession Notice Date or the date of execution of the Deed, whichever is earlier, the Applicant(s) shall be liable to pay all such Maintenance Charges.

16. The Applicant(s) understands and acknowledges that the Company has the unequivocal right and entitlement to utilize any balance / additional floor space index as may be available to the Said Land, and the floor space index available to the Said Land; and obtain relevant approvals in this regard from the Competent Authority under the Applicable Laws. The Applicant(s) understands that the Company shall be free to utilize the same on the Said Land, as the Company may deem fit and proper. The Applicant(s) hereby gives his no objection / irrevocable consent to the utilization of any such floor space index by the Company on the Said Land in future under the laws prevalent at that point of time. For such purposes mentioned herein above the Company shall be entitled to revise / change the layout plan and building plans of the Project and submit the revised plans to the Competent Authority for their approval, and the Applicant(s) hereby gives his unequivocal objection / irrevocable consent to the same.
17. In the event that the Applicant(s) is a Non-Resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCI) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof along with all notifications, circulars, guidelines etc. issued under the same and as amended from time to time) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other Applicable Law, governing the actions of such Applicant(s) including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Applicant(s) shall provide the Company with all relevant and required permissions, approvals, consents, documents, information, no objection certificates, etc. including for remittances Beneficiary's Name, Beneficiary's Account Number, Bank Name, Branch Name, Bank Address, Swift Code etc., as would enable the Company to lawfully carry out its obligations under this Application. The Applicant(s) shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/ permissions thereof to the Company and the Company accepts no responsibility in this regard.
18. The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / hypothecation or securitization of receivables or in any other mode or manner by creating a charge / mortgage on the Unit and / or the Project and / or the Project Land and / or the receivables from the same, subject to the condition that the Unit shall be free from all encumbrances at the time of execution of Conveyance/Lease Deed. The Company / financial institution/bank, as the case may be, may always have the first lien / charge on the Unit for all their dues and other sums payable by the Applicant(s) or in respect of any loan granted to the Company for the purpose of the construction of the Project.
19. The Applicant(s) may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. Any such arrangement / agreement shall be entered into by the Applicant(s) at his sole cost, expense, liability, risk and consequences. The Applicant(s) shall keep the Company indemnified from all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Applicant(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Applicant(s), enter into a tripartite agreement with the Applicant(s)' banker / financial institution to facilitate the Applicant(s) to obtain the loan from such bank / financial institution for purchase of the Unit. The Applicant(s) hereby agrees that the Company shall be entitled to cancel this Application and the Allotment Letter at the request of the Applicant(s)' banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Applicant(s).
20. The Applicant(s) may obtain finance from any financial institution / bank or any other sources stated above, but the Applicant(s) obligation to purchase the Apartment and pay the amounts payable pursuant

to this Application and the Definitive Documents is not to be contingent on the Applicant(s)' ability or competency to obtain such financing and the Applicant(s) will remain bound under this Application and Allotment Letter whether or not the Applicant(s) has been able to obtain financing for the purchase of the Apartment.

21. The Applicant(s) undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Unit/ Project.
22. The Company shall not be held responsible or liable in any manner for not performing or delay in performing any of its obligations or undertakings provided in this Application and the Definitive Documents if such performance is prevented or delayed due to Force Majeure.
23. Subject to compliance by the Applicant(s) of all the terms and conditions herein and Force Majeure, the Company shall endeavor to complete the construction of the Unit On or before _____. The ready complete common areas with all specification, amenities and facilities shall be handed over once the project is complete with completion of all phases of project on the Said Lands.
24. Subject to other terms and conditions herein, in the event the Company fails or neglects to complete the construction on or before the time specified in Article 23 above and/or on such date as may be extended by mutual consent of the Parties, then the Company shall be liable to pay to the Applicant(s), a compensation for the entire period of such delay as prescribed in the Real Estate (Regulation and Development) Act, 2016 and applicable Rules thereunder.
25. The Applicant(s) agrees that no other claim whatsoever (other than the claims provided in this Application), monetary or otherwise, shall lie against the Company. The Applicant(s) also understands and acknowledges that delay in arriving at any stage for payment on the respective construction timeline under the construction linked Payment Plan, shall in no manner constitute a valid reason for the Applicant(s) to delay payment of the due installment on account of any alleged delay in overall Residential Project schedule.
26. After the Company has completed the construction of the Unit and has obtained the occupation/ completion certificate for the Tower in which the Unit is located, the Company shall be entitled to issue a written notice ("**Possession Notice**") requiring the Applicant(s) shall within the period of two months from the said notice (i) Pay the balance of the Total Price together with any past dues and interest thereon and additional charges (if any) to the Company; and (ii) Execute the conveyance/lease deed / deed of apartment with the Company, within a period of three months from the said notice, in the format prescribed by the Company / Competent authority and get the same duly stamped and registered with the Sub Registrar of Assurances, _____; and (iii) Take over the physical possession of the Unit and Allotted Car Parking Spaces from the Company.

The Applicant(s) understands and acknowledges that the Company is entitled to complete the Project in phases / parts and it may be so that at the time of issuance of the Possession Notice, or when the Applicant(s) is handed over the possession of the Unit, or when the conveyance/lease deed / deed of Unit has been executed in favour of the Applicant(s); the Common Areas and Facilities including the club house, whether in whole or in part, may not be complete and fit to be used by the Applicant(s). However, the same shall be completed on or before obtaining the Occupancy/Completion Certificate for the entire Project from the competent authorities. The Applicant(s) hereby expressly agrees, undertakes and declares that he has no objection whatsoever to the same and at no point of time the Applicant(s) shall raise any objection / dispute to the same.

27. The Applicant(s) shall use the Unit only for its designated/ permissible purposes as per the provisions of the Definitive Documents, Declaration and Bye Laws of the Competent Authority and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Units in the Project nor for any illegal or immoral purposes.
28. The Applicant(s) undertakes to abide by the regulations/ rules framed by the Company/ Maintenance Agency for the betterment of the entire Project.
29. In case of a contradiction between the terms and conditions herein and the Definitive Documents, which the Applicant(s) are required to sign and execute on confirmation of allotment, the terms and conditions of the Definitive Documents shall survive and supersede.

30. The Company shall have exclusive rights on behalf of the Applicant(s) to let out the allotted Unit to any tenant for the decided and agreed purpose and in furtherance thereof the Company shall have all the rights regarding negotiation of rent and execution of the necessary documents in respect thereof in order to ensure that the complex becomes fully and effectively operational. This right is reserved by the Developer to ensure that best of the brands, tenants and occupiers are brought to the complex. Good tenants suggested by the Applicant(s) may also be considered. Applicant(s) can also opt for self use units.
31. In case the allotted unit is likely to be utilized for the business in which wet area is required, the intention of the same must be given in writing to the company otherwise the allotted unit shall not be used for the said business. It is further clarified that the applicant(s) shall take prior consent of the company for liquor shop/ raw meat shop/ hookah/ bar etc.
32. The Applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.
33. In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named Applicant(s).
34. In case the cheque/bank draft submitted along with this application is dishonored then the booking shall stand automatically cancelled without any intimation to the Applicant(s).
35. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Regulation Act, 2016 and rules made thereunder.
36. The Courts at _____ alone shall have jurisdiction in case of any dispute.
37. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Name of the Applicant(s)

Signature of the Applicant(s)

Date: _____

Place: _____

ANNEXURE-I
PAYMENT PLAN

