

APPLICATION FORM

Sales order No :	Customer ID :	Date:
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To,	
"Roseberry Estate LLP ("Developer") 3rd Floor, UM House, Plot No. 35, Sector 44, Gurgaon - 122002,	

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I/We, the Applicant/s mentioned below, request that we be allotted a residential unit in Phase-I of "Godrej Woods", project situated at GH-01/A, Sector 43, NOIDA, Dist. Gautam Budh Nagar, Uttar Pradesh ("Project") details whereof are as under terms of this Application Form.

1. APPLICANT/S DETAILS

IN CASE OF INDIVIDUAL			
	1 st Applicant/s	2 nd Applicant/s	3 rd Applicant/s
Full Name (in capital)			
Date of Birth			
PAN			
Nationality & Residential Status			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Payment share for TDS			

Note: Applicant's passport size photograph and photocopies of PAN Card/OCI/PIO and Voter Card to be mandatorily submitted along with this Application Form. All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant/s. By providing Applicant's personal information in this Application Form, the Applicant/s hereby consents

and authorizes Godrej Properties Limited or/and its affiliates to communicate with the Applicant/s by email(s), call(s), SMS(es),WhatsApp, electronic communication(s) using digital media or via any other mode of communication in relation to any of the information pertaining to the Project.

In case of Company/ Partnership Firm/ LLP /Trust / HUF/	
Name	
Date of Incorporation/ Formation	
PAN/CIN/LLPIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta/Trustee	

Note: If Applicant/s is Company, Partnership Firm, Limited Liability Partnership (LLP), Trust, Hindu Undivided Family (HUF), the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Trust Deed (g) HUF PAN (h) Board/Partner/Trust's Resolution authorizing this purchase along with the name of the authorized representative/Partner. Please affix the official stamp/signature of the respective Company//Partnership Firm/LLP/Trust/HUF as may be applicable.

2.	MODE OF BOOKING	
	Direct or Channel Partner : _____ Name of the Developer's sale's representative _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)	
3.	PURPOSE OF PURCHASE: Investment _____ Self-Use _____	
4.	FINANCE FROM BANK/FINANCIAL INSTITUTION: YES / NO If yes, Preferred Financial Institution: _____.	

5. DETAILS OF UNIT ("Unit"), PRICE AND ESTIMATED OTHER CHARGES

I.	Unit Details			
	A	Details of Unit	Unit No.: _____, ___ Floor, Tower: __.	
	B	Location of Tower	As shown shaded in _____ in the Plan attached as Annexure B hereto.	
	C	Area (in square meters only)	Carpet Area*	
			Exclusive Areas**	
			Total Area#	
	D	Car Parking Space(s)	No. _____	
			(Admeasuring _____sq. mtrs.)	
			Covered	Open
			<i>[Mention '0' where not applicable.]</i>	

	E	Specification(s) of Unit	As per Annexure C.
	F	Common Areas and Facilities	As per Annexure D.
II.	Price		
	A	Unit Carpet Area	Rs. _____/-
	B	Exclusive Areas	Rs. _____/-
	C	Covered Car Parking Space(s) (_____nos.)	Rs. _____/-
	D	Proportionate Common Areas Charges calculated on the Carpet Area	Rs. _____/-
		Facilities	Rs. _____/-
	Cost of Property (Rounded off)		Rs. _____/- (Rupees _____ Only)
	F	Payment Schedule	As per Annexure E.
III.	Estimated Other Charges		As per Annexure E.

*"**Carpet Area**" shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Applicant/s and exclusive open terrace area appurtenant to the Unit for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Unit.

"Exclusive Areas**" means exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee and other areas appurtenant to the said Unit for exclusive use of the Allottee..

#"**Total Area**" shall mean the Carpet Area, Exclusive Areas and Covered Car Parking Space collectively.

6.	In addition to the Cost of Property , estimated other charges, we agree and undertake to pay the following amounts as and when demanded by the Developer, towards:	
	a)	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax , if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (" Taxes ") in respect of the Unit and/or the transaction contemplated herein and/or in respect of the total price and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me/us.
	b)	Further, since timely deduction of TDS and payment of the same to the authorities is Applicant's responsibility under Section 194-IA of the Income Tax Act, 1961, the Applicant/s may hereby authorize the Developer to initiate the process of paying TDS amounts to the authorities, by signing TDS Authorization Letter as mentioned in Annexure F , which stipulates the broad terms and conditions of the same.

	c)	<p>All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the transfer of the Unit including on this Application Form and/or the Allotment Letter and/or the Agreement to Sub-lease (as defined below) as per the provisions of applicable laws, shall be borne and paid by the Applicant/s as and when demanded by the Developer.</p> <p>For the purpose of this Application Form, "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law. "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.</p> <p>I/We understand that, under the GST Law, a notified class of registered persons have to upload specified details on Invoice Registration Portal ("IRP") of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of Invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on Invoice to be issued by such registered person to the registered buyer.</p>																							
7.	<p>I/We further confirm that I/we am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Exclusive Area, Covered Car Parking Space(s), Common Areas and Facilities, and Limited 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. I/We am/are aware and I/we confirm that the advisements / publicity material released does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Unit. 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, by the Developer or any third party. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in marketing collaterals/ the sample unit / mock unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer to provide the same.</p>																								
8.	<p>I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer or any of its affiliates with respect thereto.</p>																								
9.	<p>Save and except the information / disclosure contained herein and on RERA website, I/we confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement to Sub-lease or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ Agreement to Sub-lease or the RERA website.</p>																								
10.	<p>I/We have fully read and understood the Terms and Conditions attached hereto as Annexure G which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement to Sub-lease uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure G forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.</p>																								
11.	<p>I/We have taken the decision to purchase the Unit in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.</p>																								
12.	<p>I/We hereby confirm that, I/we have made the payment of the Application Money (<i>defined hereunder</i>) towards the Unit, details whereof are as under:</p> <table border="1" data-bbox="140 1995 1517 2163"> <thead> <tr> <th data-bbox="140 1995 405 2051">Payment Type</th> <th data-bbox="405 1995 632 2051">Bank Name</th> <th data-bbox="632 1995 922 2051">Amount</th> <th data-bbox="922 1995 1091 2051">Branch</th> <th data-bbox="1091 1995 1517 2051">Transaction ID</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>5</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Payment Type	Bank Name	Amount	Branch	Transaction ID								5							
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	I/We hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.								
13.	<p>In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may refund such amounts in the below Bank account. I/We agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case of my/our failure in this regard.</p> <table border="1"><thead><tr><th>Name of Account Holder</th><th>Bank Account No.</th><th>Name of the Bank and Branch</th><th>IFSC</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC				
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ANNEXURE A

TOTAL LAND

[•]

ANNEXURE B

LOCATION OF TOWER



ANNEXURE C

SPECIFICATION(S) OF UNIT

[•]

ANNEXURE D

COMMON AREAS AND FACILITIES

Common Areas and Facilities: Godrej Woods

<u>To be delivered with Godrej Woods - Phase I</u> <u>(Common Services for all Phases)</u>	
1	Underground water tank and pump room
2	Water supply connection provision from main line
3	Rain water harvesting pits
4	Firefighting & Domestic water supply equipment in plant room
5	Electric sub- station/ transformers/ electrical panels- Common area transformer to be centralized
6	Electrical meter room
7	Main electrical connection
8	Guard room with Boom barrier at entry and exit
9	Storm water drainage line
10	Sewerage drainage line
11	Sewerage treatment plant
12	Power Distribution System, Sub – Station including DG sets
13	Security and Fire control room
14	Sump pumps
15	Sprinkler system and ventilation system in basement
16	Swimming Pool
<u>To be delivered with Godrej Woods - Phase II (on or before January 28, 2027)</u>	
1	Club with Gym

Common Areas and Facilities for each Phase

1	Reception/Entrance lobby at Ground Floor
2	Water Supply from Overhead water tanks
3	Lawns & play areas, including lighting and services
4	Open car parking (including stilt/podium parking)
5	Garbage room
6	Green landscape areas, water bodies, fountain and lighting / service thereof
7	Driveways/roads/walkways/lighting and services
8	Staircases, lobbies, munties, passages and landings of individual buildings
9	Lifts/Lift's shaft and Lift Machine room with the equipment
10	Lightening protection / arrestor and aviation caution lights
11	Common passages / corridors including Lighting and Firefighting equipment thereof
12	Ramp driveways/ staircases/ passage/ shafts / ducting (basement ventilation), lighting and services thereof in basement
13	Common passages / road/ corridors including lighting
14	Green landscape areas and lighting / service thereof
15	Any other area as may be decided by the Developer

ANNEXURE E

PAYMENT PLAN

[•]

ANNEXURE F
TDS AUTHORIZATION LETTER

[•]

ANNEXURE G

TERMS AND CONDITIONS

The Applicant agrees, acknowledges, confirms and covenants that Roseberry Estate LLP ("**Developer**") having its registered office at 3rd Floor, UM House, Plot No. 35, Sector 44, Gurgaon - 122002, is developing a mixed use complex by the name of "**Godrej Woods**" comprising of residential units and commercial units/ shops along with amenities, facilities, services etc. and such other developments as may be permitted ("**Project**") on the plot admeasuring approximately 44,310 (Forty Four Thousand Three Hundred and Ten) square meters (approximately 10.95 acres/ 4.41 hectares), bearing no. GH-01/A, Sector 43, NOIDA, Dist. Gautam Budh Nagar, Uttar Pradesh ("**Total Land**"). In respect of the Total Land, the Noida Authority ("**NOIDA**") had granted a lease of 90 years in favour of the Developer commencing from January 19, 2018, vide a lease deed dated January 19, 2018, registered with the jurisdictional sub-registrar as document no. 345 on "Jild no. 6270, page no. 189 to 236. The Total Land forms part of the larger plot no. GH-01 admeasuring 31.28 acres/ 12.66 hectares ("**Group Housing Plot**"). The balance land in the Group Housing Plot is not a part of the Project and is not being developed by the Developer.

The Applicant is aware that the Project will be developed in 2 (two) or more phases and accordingly will be registered with the UP RERA Authority. Phase I of the Project i.e. "**Godrej Woods - Phase I**" comprises of 3 (three) Towers, which have [●] residential units, comprised in approximately 16,055 (Sixteen thousand and fifty five) square meters out of the Total Land ("**Phase**"). The balance 28,255 (Twenty eight thousand two hundred and fifty five) square meters of the Total Land ("**Future Development**") shall be developed at a future stage and shall be registered with UPRERA prior to selling and marketing. The Phase and Future Development are marked at **Annexure A** hereto. The common areas of Godrej Woods – Phase I and Future Development will be the same irrespective of the phase in which such common areas are developed and the respective phases shall have their respective RERA Registration Numbers. The components of Common Areas and Facilities to be completed with Godrej Woods – Phase I and with subsequent phases are set forth in **Annexure D** hereto.

The Applicant is aware that, Noida has also issued the approval of the Master Plan bearing No. Noida/Plg/III-304/2020/1171 dated October 6, 2020 for the Group Housing Plot, and Building Plan bearing No. Noida/MVN/III-305/2021/1181 dated January 08, 2021, in relation to the Project.

The Applicant is applying for the allotment of a Unit in the Phase, details whereof are mentioned in Sr. No. 5 ("**Unit**") along with all rights, title and interest therein.

The Applicant agrees to pay the cost of property for the Unit which is Rs. _____ (Rupees _____ only) ("**Cost of Property**") details whereof and other charges payable by the Applicant for transfer of the Unit in his favour, are mentioned in **Annexure E**. The Applicant understands that the total price as mentioned in **Annexure E** ("**Total Price**") includes the Goods and Services Tax (GST) and lease rent paid/ payable by the Developer to the competent authority, up to the date of handing over the possession of the Unit in terms of this Application and one year advance maintenance charges as per Clause 25 herein.

The Applicant further agrees that, in case there is any change / modification in the Taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Applicant to the Developer shall be increased/ decreased based on such change/ modification. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities beyond a period of one year from Completion Time Period as per Clause 29 herein, 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 Unit, as per the provisions of Applicable Laws. All costs, charges and expenses including, but not limited to stamp duty, registration charges and/or incidental charges in connection with any of the documents to be executed for the sale of the Unit including this Application Form and/or the Allotment Letter and/or the Agreement to Sub-lease as per the provisions of Applicable Laws, shall be borne and paid by the Applicant as and when demanded by the Developer.

The Applicant understands that the Total Price does not include any charges towards any facilities located outside the Phase such as convenience stores, shops, kiosks, recreational activities subject to the terms herein. All such payments shall be made by the Applicant as per demands raised by the Developer and/ or in the manner set out in the payment plan in **Annexure E** as attached with this Application Form ("**Payment Plan**") which shall also form an integral part of the Agreement to Sub-lease which shall be executed by the Applicant and the Developer in the format provided by the Developer.

The Applicant agrees, acknowledges, confirms and covenants that:

1. The Developer has registered Godrej Woods - Phase I with UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA registration no. of Godrej Woods - Phase I is [●]; website link is www.up-rera.in.
2. The Applicant has fully understood the development scheme as envisaged by the Developer. The Applicant is applying for allotment of the Unit in the Phase (forming part of the Project to be developed on the Total Land) proposed to be developed by the Developer with full knowledge of all the laws/notifications and rules applicable to the Phase/ Project located in Noida, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer in the Total Land, and has understood all limitations and obligations of Developer in respect thereof. The Applicant is aware that the title of the Total Land is clear and marketable.

3. The plans, specifications, images and other details herein may undergo change in accordance with Applicable Laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. The Developer has obtained Environment Clearance from the State Level Environment Impact Assessment Authority, Uttar Pradesh bearing No. 287/Parya/SEAC/4331-4916/2019 dated September 30, 2019 ("**Environment Clearance**"). However, in order to further enhance design, aesthetics and infrastructure of the Total Land, the Developer has applied for revision of the Environment Clearance with the office of State Level Environment Impact Assessment Authority, Uttar Pradesh bearing Proposal no. SIA/UP/MIS/188749/2020.
4. The Applicant acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Phase as was demanded by the Applicant and that the Applicant is fully satisfied with the same. The Applicant further acknowledges that he has seen all documents / papers in relation to the Phase, 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 the Developer over the Total Land.
5. The Applicant understands that his rights, title and interest in the Unit to be allotted in the Phase shall be governed by the Applicable Laws and this shall also be specified under the Agreement to Sub-lease. The Applicant shall have all rights and entitlements in respect to the Unit, along with right to use the common areas and facilities (other than those reserved / restricted for any other owner / sub-lessee / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Developer to third parties as permitted under Applicable Laws). It being clarified that the Applicant shall not have any exclusive right, title or interest in any area outside the Project, including common areas and facilities at the Project, and the same shall be used by the Applicant in common along with other occupants, as per the Project guidelines to be formulated by Developer and which shall be provided under the Agreement to Sub-lease, other definitive documents and the Applicable Laws.
6. The Applicant also understands that the membership fee and the terms & conditions for use of any amenities within the Project 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 within the Project as per the Building Plan approved by NOIDA, 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. The Applicant further understands that Developer shall be entitled, as per Applicable Laws, to transfer/sub-lease the convenience stores, shops, kiosks, conveniences, recreational activities, community building/ club as may be developed on Total Land and the Applicant shall not object to same at any point of time. The Developer has informed the Applicants and the Applicant hereby confirms, agrees and acknowledges that certain facilities such as commercial block (including milk booth), nursery school & dispensary shall be considered as public facilities which may be accessed by non-residents in the Project/ Phase, and that the Applicants shall not raise any objection in respect thereof. The components of Common Areas and Facilities to be completed with Godrej Woods – Phase I and subsequent phases are set forth in **Annexure D** hereto.
7. The Applicant understands and agrees that the Developer may, as may be required under Applicable Laws, form (i) separate association of Unit holders (being either a co-operative society/condominium/limited company or combination of them) ("**Association**") for the Project and /or each phase in the Project; (ii) or form a single association for the Project. Further, in case the Developer forms separate Association for each of the phases in the Project, the Developer may form an apex body over and above all Associations. 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 Unit holder with respect to the common area and facilities. The common areas and facilities within the Project and Total Land shall be dealt with by the Developer in accordance with Applicable Laws.
8. The Applicant hereby agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Developer in accordance with the Payment Plan opted on or before the respective due dates. It being clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Developer.
9. Further, in the event the Applicant offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Unit, at the express request of the Applicant, the Developer may at its sole discretion offer a rebate to the Applicant as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant complying with all his obligations under this Application Form, including timely payment of instalments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal in Payment Plan. Subject to timely payment of instalments, the Applicant understands that in the event the Applicant wishes to make any advance payments, the Applicant can make the same only after the Applicant has registered the Agreement to Sub-lease within the timelines stipulated by the Developer. The Applicant further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper. The Applicant understands that the Applicant shall not claim any interest on such advance payment.
10. It is understood by the Applicant that [●]% of the Cost of Property, shall be construed, considered and treated as "**Booking Amount**", to ensure the performance, compliance and fulfilment of his obligations under the Allotment Letter/ Agreement to Sub-lease. The Booking Amount shall be payable by the Applicant as per the Payment Plan and will include Application Money.
11. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form ("**Application Money**"), the Applicant has clearly understood that this Application Form is only a request of the Applicant for the allotment of the Unit and does not constitute a final/provisional allotment or an agreement.

12. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Unit in favour of the Applicant, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Plan towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Unit and registration of the Agreement to Sub-lease.
13. The Applicant is not vested with any right, interest or entitlement in or over the Unit, until a formal agreement to sub-lease (“**Agreement to Sub-lease**”) is executed and registered between the Developer and the Applicant under the Applicable Laws within the timelines stipulated by the Developer. The term “allot” or “allotment” or “Allotment Letter” wherever included in the Application Form shall always mean “provisional allotment” until the Agreement to Sub-lease is executed and registered by the Developer and the Applicant. Further, the Applicant, as and when called upon by the Developer, undertakes to present himself for registration of the Agreement to Sub-lease, as may be required under the Applicable Laws, at the office concerned sub-registrar of assurances, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant and/or (ii) cancel this Application Form / Allotment Letter and forfeit the Booking Amount and Non-Refundable Amount as defined herein below.
14. The Applicant further agrees and understands that the allotment of the Unit is further subject to the Applicant paying the requisite stamp duty and registration charges and registering the Agreement to Sub-lease within the timelines stipulated by the Developer, failing which, the Developer is entitled to charge Interest as mutually agreed under the terms of this Application Form. The Applicant further agrees and understands that in the event the Applicant fails to register the Agreement to Sub-lease within the stipulated timelines, the same shall not be treated as a deemed cancellation of allotment and the Applicant agrees to be bound by the terms of this Application Form and waives off any right to the contrary that the Applicant may have under any Applicable Laws.
15. Without prejudice to the Developer’s right to charge Interest, in the event the Applicant fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and/or (ii) come forward for registration of the Agreement to Sub-lease within the stipulated timelines, the Developer may, at its sole discretion reserve its right to cancel this Application Form/revoke the allotment of the Unit and in the event the Developer exercises its right to cancel/ revoke, then the Booking Amount and Non-Refundable Amounts as defined herein shall stand forfeited and the Applicant shall not raise any claims/dispute and shall waive off any rights/claims to the contrary that the Applicant may have under any Applicable Law.
16. The Applicant understands that the Applicant’s 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, terms and conditions.
17. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 1% (one 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 1% (one percent) 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. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
18. In the event if the Applicant fails or neglects to make the payment of (2) two consecutive instalments as per Payment Plan in accordance with terms of this Application and all other amounts due including but not limited to estimated other charges due from the Applicant as mentioned in this Application on due dates, despite having being issued notice in this regard, the Applicant shall be liable to pay Interest as mentioned in Clause 17 above to the Developer on the unpaid amount. In case the default of the Applicant mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Applicant in that regard, the Developer shall be entitled, at its sole option, to terminate this Application and forfeit the Booking Amount including but not limited to Application Money along (i) Interest on any overdue payments; and (ii) brokerage paid by the Developer to the channel partner/ broker in case the booking is made by the Applicant through a channel partner/ broker and (iii) all Taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Applicant has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in instalments or paid directly by the Developer to the bank (v) administrative charges as per Developer policy; (vi) any other Taxes, charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges (collectively referred to as the “**Non-Refundable Amount**”).
19. In the event if the Applicant fails or neglects to comply with the obligations as set out herein/ Allotment Letter/Agreement to Sub-lease, at any point of time and fails to rectify the default within the aforesaid period of 15 (fifteen) days, except for Clause 18 above, then the Developer shall be entitled, at its sole option, to terminate this Application and forfeit the Booking Amount along with the Non-Refundable Amount. The Developer shall intimate the Applicant about such termination of allotment at least 30 (thirty) days prior to such termination.
20. Upon termination of allotment, refund of the balance amount, if any, shall be dealt in accordance with Applicable Laws. For the sake of clarity, the Interest and/or Taxes paid on the Cost of Property shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant shall not have any right, title and/or interest in the Unit and/or the Phase and/or Project and/or the Total Land and the Applicant waives his right to claim and/or dispute against the Developer in any manner whatsoever. The Applicant acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Unit to any third party of the Developer’s choice without any recourse to the Applicant.

21. The Applicant further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant for reasons not attributable to Developer's default, then the Developer shall be entitled to forfeit the Booking Amount and Non-Refundable Amount.
22. The Applicant(s) is aware that the Cost of Property does not include any charge towards right to use the (___) Open Car Park Space and the same is being provided free of cost along with the Unit. The Applicant understands that the Open Car Park Space includes and means open and stilt/podium parking spaces. Open Car Park Space form part of Limited Common Area and Facilities and shall be allocated by the Developer. The Applicant further agrees and undertakes that the Applicant shall have no concern towards the identification and allotment/allocation of Open Car Park Space done by Developer, at any time and shall not challenge the same anytime in future. It is clearly understood by the Applicant that the Applicant shall at no time have the ownership or title over the Open Car Park Space, except for the exclusive right to use the same for himself. All clauses of this Application Form and Agreement to Sub-lease pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to Open Car Park Spaces. Limited common areas and facilities mean those common areas and facilities in the Phase/Project which are designated in writing by the developer before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments (**"Limited Common Area and Facilities"**).
23. The additional compensation / price (if any) payable to NOIDA or antecedent owners of the Total Land 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 NOIDA, shall be charged additionally from the Applicant, and the Applicant shall make payment of the same without any demur and shall not raise any objection for the same.
24. The Developer shall confirm the final Total Area that has been allotted to the Applicant after the construction of the Unit is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Total Area. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Total Area then the Developer shall adjust the excess money paid by Applicant along with Interest from the date when such an excess amount was paid by the Applicant from the next instalment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area, such increase is not more as prescribed under the Applicable Laws), allotted to the Applicant, the Developer shall demand that from the Applicant as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as mentioned in **Annexure E**. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by project architect or engineer, the Developer shall intimate the Applicant in writing and the Applicant hereby gives his consent for such variation or addition.
25. The Applicant 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 Unit) etc. as may be levied by Developer or condominium / association of Unit holders at the Phase/Project or by the maintenance agency / property manager appointed for the said purpose by Developer. The Applicant acknowledges that advance maintenance charge (calculated at an estimated rate) for a period of 1 (one) year from the Completion Time Period has already been included in the Total Price of the Unit. Further, if the maintenance agency is not formed within 1 (one) year from Completion Time Period, the Developer shall be entitled to collect from the Applicant an amount equal to the amount of maintenance mentioned in the Payment Plan annexed hereto plus 10% (ten percent) in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the possession notice expiry date or the date of execution of the sub-lease deed, whichever is earlier, the Applicant shall pay advance maintenance charges as mentioned in Annexure E, which amount shall be adjusted against the actual maintenance charges applicable and chargeable to all the unit owners at the Phase/ Project from the time of handover. Upon formation of the Association the account of the maintenance charges paid by the Applicant shall be handed over to the Association.
26. The Total Price of Unit is exclusive of the statutory deposits to be made by Developer to competent authorities towards electricity, water and other facilities at the Phase/ Project. The same shall be payable by the Applicant 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.
27. If any of the cheques of the Applicant are dishonored for any reason whatsoever, the Developer shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit Booking Amount and Non-Refundable Amounts. However, the 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 instalment payment cheque for first instance is [●] and for second instance it is [●]. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft only. If the Applicant fails to deposit the Bank Demand Draft/ NEFT/RTGS within next 7(seven) days of sending of intimation of dishonor of cheque to the Applicant, in that event Developer may, at its sole discretion, terminate the allotment and forfeit the Booking Amount and Non-Refundable Amount. In the event of dishonor of any payment cheque, the Developer has no obligation to return the original dishonored cheque.
28. All cheques /demand drafts/remittance should be issued / deposited and payable at par drawn in favour of "[●]", and/or as stipulated by the Developer from time to time. The first sole/Applicant shall mention his name, customer ID and Unit 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.
29. Subject to the Applicant not being in default of any terms and conditions specified in the Agreement to Sub-lease including but not limited to the timely payment of the amounts, the Unit shall be offered for possession on or before [●] (**"Completion Time Period"**)

The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant including on account of any default on the part of the Applicant. In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant, the Developer shall refund the amounts received from the Applicant along with prescribed Interest in accordance to the Applicable Laws. For the purpose of this Application Form, "force majeure" event shall mean (a) war, civil commotion, pandemic epidemic, any other natural calamity or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court and (c) reasons beyond the control of the Developer.

30. In the event the Applicant fails to take over possession of the Unit in accordance with the possession notice, the same shall be a default on part of the Applicant, and without prejudice to any other right that may be available to Developer including termination of allotment, the Applicant shall be liable to pay to Developer all costs and expenses which Developer may have to incur in relation to the Unit, including holding charges of Rs. 21.53 (Rupees Twenty One and Fifty Three Paise only) per month per square meter on the Total Area of the Unit ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Unit for the period beyond 3 (three) months or such other higher or lower period as provided under Applicable Laws till date of actual possession by the Applicant and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay, which shall be payable by the Applicant within the time period stipulated by the Developer. During the period of said delay the Unit shall remain locked and shall continue to be in possession of Developer but at the sole risk, responsibility and cost of the Applicant in relation to its deterioration in physical condition.
31. That the Applicant understands and agrees that the Developer shall not entertain execute any transfer/ nomination/ assignment of the rights of the Applicant under the Allotment Letter / Agreement to Sub-lease, until the Developer has received [●] 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 [●] per square metre on the Total Area of the Unit along with Taxes per transfer and all other dues payable by the Applicant to Developer till that date. Further, the Developer reserves the right to allow such transfer at its sole discretion. The first transfer charge shall be free of such transfer/administrative charges. The Applicant understands that the Developer may grant or refuse permission, and if so granted the same shall be subject to the conditions/ compliances as may be required to be fulfilled by the Applicant. However, there shall be no administrative charges payable if the transfer/ assignment is proposed to be made in favour of a blood relative of the Applicant including spouse, provided in such case, the Applicant submits documentary proof as may be required by Developer. In case of name addition/deletion in allotment documents administrative fee of [●] plus taxes as applicable on the Total Area per square meter of the Total Area shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Applicant including spouse upon submission of documentary proof. However, any charges with respect to the registration/amendment/transfer payable to the authority shall be borne by the Applicant alone. The Applicant 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 as a pre-condition for such permission. Any such assignment / transfer / nomination by the Applicant shall always be subject to Applicable Laws, notifications/governmental directions and the sole discretion of the Developer.
32. If Applicant desires to add the name of any third party to the Allotment Letter or delete the name of any of joint applicants (as mentioned in Section A herein before) from the Allotment Letter, then the same may be allowed by Developer subject to the Applicant submitting documentary proof as may be required by Developer to add/delete other names in the Allotment Letter and payment of an administrative charges of [●] per square metre on the Total Area of the Unit along with Taxes for each such addition/deletion. However, no administrative charges will be payable if addition/deletion of names are proposed to be made in the name of blood relatives of the Applicant, including spouse, provided the Applicant submits documentary proof as may be required by Developer.
33. The Applicant is aware that for the purposes of maintenance and management of the Phase/ Project, the Developer would be appointing a facility management company, at its sole discretion without any reference to the Applicant and other occupants of the Phase/ Project on such terms and conditions as the Developer may deem fit and the Applicant agrees and consents to the same. The Applicant acknowledges that the Developer may also retain some portion / Units in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant shall not raise any objections with respect to the same.
34. Upon completion of the Phase/Project, the common areas and facilities and limited common areas and facilities at the Project shall be provided in the declaration ("**Declaration**") for the Project which would be filed by the Developer in compliance with the Uttar Pradesh Apartment Ownership Act, 2010 and Uttar Pradesh Apartment Ownership Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all units at the Phase/ Project and the Applicant confirms that his right, title and interest in the Unit to be allotted in the Phase/ Project shall be limited to and governed by what is specified by the Developer in the said Declaration.
35. Due to any operation of law or any statutory order or otherwise, if a portion of the Phase/ Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Applicant 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 without any liability towards any interest/costs/damages, subject to deduction of applicable Taxes.
36. The 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. The Developer shall, before execution and registration of the sub-lease deed and handing over of possession of the Unit to the Applicant, obtain from the Government authorities, the necessary part occupation certificate in respect of the said Unit, as may be required under the Applicable Laws.

37. In case of joint applicants, all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address provided by the first named Applicant 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 Applicants. The Applicant 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 in Section A herein before shall be deemed to have been received by all the Applicant.
38. In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicants is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
39. The name of the Project “Godrej Woods” or that of the Phase “Godrej Woods - Phase I” may be changed at the sole discretion of the Developer and the Applicant shall not be entitled to raise any objection/hindrance on the same and that the Applicant hereby accords his irrevocable consent in respect thereof.
40. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the Applicable Laws. 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 held in Mumbai and conducted in English only. That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India for the time being in force and the subject to jurisdiction of courts at Uttar Pradesh only.
41. 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.
42. The terms and conditions mentioned herein and detailed terms and conditions shall be specified in the Agreement to Sub-lease. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sub-lease, the terms and conditions specified later in the Agreement to Sub-lease, shall supersede the terms and conditions as set out herein.
43. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
44. In addition if the Applicant is a Non Resident Indian, he undertakes to sign the NRI declaration attached herewith as **Annexure H**.

The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me and I hereby solemnly agree to be bound by them.

Signature of First Applicant: _____

Signature of Second Applicant: _____

Signature of Third Applicant: _____

Date: _____ Place: _____

ANNEXURE H
NRI DECLARATION
[•]

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
- In case of payment through cheque:
All payments shall be received from the NRE/NRO/FCNR account of the Applicant only or foreign exchange remittance from abroad and not from the account of third party.