

APPLICATION FORM FOR ALLOTMENT

Date: _____
Application No.: _____

To,

“THE HORIZON RESIDENCES”
M/s Roseberry Developer Pvt. Ltd.
(“Promoter”)

Site office: Plot bearing No.10/2 at 10,
Vaibhav Khand, Indirapuram,
Ghaziabad, Uttar Pradesh, 201014

Also, at:

Subject: Application for allotment of a residential apartment / unit in the project known as “THE HORIZON RESIDENCES”, situated at Plot bearing No.10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad, Uttar Pradesh-201014

Dear Sir/Madam,

I/We Mr./Mrs. _____(hereinafter referred to as “**Applicant**”, named hereinbelow), after my/our independent confirmation, investigation, physical inspection, judgement and satisfaction pertaining to your Project (*defined hereinbelow*), express my/our interest for allotment of the residential apartment / unit bearing No. _____, having carpet area of _____square meters, equivalent to _____ square feet, and having super-built area of _____ square meters, equivalent to _____ square feet, type _____, on _____ floor in tower no. _____along with _____ reserved car parking space in [*please insert the location of the garage/covered parking*] (“**Car Parking Spaces**”) (hereinafter referred to as “**Unit**” or “**Apartment**”) within the residential group housing project named “**THE HORIZON RESIDENCES**” registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as applicable in the state of Uttar Pradesh (“**Act**”) bearing RERA Registration No: UPRERAPRJ (“**Project**”), situated at “**THE HORIZON RESIDENCES**” at Plot bearing No.10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad, Uttar Pradesh, 201014

I/We_____ hereby pay/remit a sum of Rs. ____ (Rupees _____ only) *vide* bank draft/pay order/cheque number _____ dated _____ drawn on _____ in favor of “**M/s Roseberry Developer Pvt. Ltd.** - Collection AC for “**THE HORIZON RESIDENCES**” payable at Ghaziabad.

OR

I/We_____ hereby pay/remit a sum of Rs. _____ *vide* RTGS/NEFT/IMPS in the following bank account of the Promoter:

Account No.

as ‘**Application Amount**’ towards my request for allotment of the Unit in this Project. This Application Amount forms part of the ‘**Booking Amount**’. Booking Amount shall mean 10%

of the total consideration payable by the Applicant for the Unit based on the carpet area, being INR _____ (Indian Rupees _____ only) ("**Total Price**").

I / We agree that subject to allotment of the Unit to me / us, I / We shall pay the Total Price in accordance with the 'Payment Plan', as chosen by me / us and more particularly detailed herewith in **Annexure - C**.

I / We clearly understand and agree that this application form will be processed by the Promoter only upon successful encashment of the cheque(s) for the Application Amount, submitted along with the application form, complete in all respects, otherwise the application shall be liable for rejection and the amount(s) paid by me/ us shall be returned without any interest.

I/We have read and agreed to the terms of: (a) this application along with the 'Terms & Conditions' (as provided in **Annexure - A**); (b) the allotment letter; (c) the 'Unit Buyer Agreement' / 'Agreement for Sale'; and (d) all other definitive agreements, that the Promoter is executing / will be executing in favor of its allottees, and the allotment based on this application shall be subject to the same, and I/We agree to abide and be bound by the same, which shall ipso-facto be applicable to my / our legal heirs and successors and subsequent transferees. Further, absence of any provision or condition in this application or in the allotment letter shall not be a ground for challenging such provision or condition in 'Unit Buyer Agreement' / 'Agreement for Sale'.

I/We hereby state that I/We after having read, understood and considered terms and conditions of this application and the rules and regulations of the government authorities, are willing to apply for allotment of the Unit in the Project and specially record my/our acceptance thereto.

I/We have clearly understood that 10% of the Total Price for the Unit shall constitute as Booking Amount, and in case of non-fulfilment of these terms and conditions of the application and / or those of the allotment letter and/or 'Unit Buyer Agreement' / 'Agreement for Sale', by the Applicant(s) or if inability is expressed by the Applicant(s) to perform his/her part of the contract (including, failure to pay the instalments as per the 'Payment Plan' within the period stipulated in the invoice raised by the Promoter, and/or failure to sign/execute and submit the 'Unit Buyer Agreement' / 'Agreement for Sale' with the Promoter within the period stipulated in the allotment letter, and/or failure to be present for the registration of the 'Unit Buyer Agreement' / 'Agreement for Sale', the allotment shall stand cancelled at the sole discretion of the Promoter and the Booking Amount paid by me/us to the Promoter shall be forfeited. The Promoter shall refund the balance amount of money paid by the Applicant(s) within 90 (ninety) days from the date of such cancellation without any interest.

I / We agree that in the event I / We withdraw this application prior to issuance of the allotment letter, then the Promoter shall be entitled to forfeit the amount equivalent to the Booking Amount.

I / We agree that this application is a request for provisional allotment of the Apartment and does not constitute a binding contract or an agreement for sale in favor of me / us. I / We agree that the receipt of Application Money by the Promoter does not bind it to issue an allotment letter and the Applicant(s) is / are not vested with any right, interest or entitlement in or over the Apartment or against the Promoter.

In the event this application is not accepted by the Promoter (which non-acceptance shall be at the sole discretion of the Promoter, and the Promoter shall not be required to assign any reason for such non-acceptance), the Application Money will be refunded by Promoter within 45 (forty-five) days from the date of intimation to the Applicant(s) of non-acceptance of Application, without any interest or any compensation for any consequences thereof.

I / We agree to sign and execute the necessary documents and other definitive documents as and when desired by Promoter from time to time including the allotment letter, 'Unit Buyer Agreement' / 'Agreement for Sale', conveyance deed, documents for formation of any association(s) for the Project and/or **"THE HORIZON RESIDENCES"** maintenance agreement, and / or any other agreement as maybe required by the Promoter (**"Definitive Agreements"**), 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 Definitive Agreements to be executed for the sale of the Apartment as well as for the formation of the association(s) for the Project and/or **"THE HORIZON RESIDENCES"** as may be required by the Promoter, as per the provisions of the applicable laws. Further, I / We, as and when called upon by the Promoter, undertake to be present for registration of the Definitive Agreements, as may be required under the applicable laws, at the office of the concerned Sub-Registrar of assurances.

I / We confirm that I / we have fully satisfied myself / ourselves about the right, title and interest of the Promoter in the Project, and the ability of the Promoter to develop the Project in accordance with the approvals that have been obtained till date for such development.

I / We understand that the plans for the Project and Apartment are approved by the appropriate authorities. However, the Promoter may carry out minor additions and alterations for the overall benefit of the Project, for which I /we have provided my / our consent upfront under this application and would agree to change in consideration of total amount in accordance to the alteration cost.

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

1.) If Applicant(s) is/are Individual(s):

Name **(Primary Applicant)**: _____

Son of/Wife of /Daughter of: _____

Nationality : _____

Occupation : _____

Address : _____

Contact No. : _____

PAN : _____

Aadhar Card No. : _____

Email ID : _____

Name **(Second Applicant)** : _____

Son of/Wife of /Daughter of: _____

Nationality : _____

Occupation : _____

Address : _____

Contact No. : _____

PAN : _____

Aadhar Card No. : _____

Email ID : _____

2.) If the Applicant is a Partnership Firm:

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, through its partner Mr./Mrs.

_____ authorized *vide* resolution dated _____ (copy of resolution signed by all partners required). Registration No.: _____

PAN: _____.

3.) If the Applicant is a company:

M/s _____ a company within the meaning and provisions of the Companies Act, 2013, having its corporate Identification No. _____ and having its registered office at

_____ through its duly authorized signatory Mr. / Ms. _____ authorized *vide* Board Resolution dated

_____ (copy of Board Resolution along with certified copy of Memorandum and Articles of Association required)

PAN: _____

4.) If the Applicant is a HUF:

Mr. _____, (Aadhar no. _____) son of _____ aged about __ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____,

PAN No. of HUF _____. (Copy of Aadhar Card & PAN card required)

PARTICULARS OF UNIT REQUESTED:

Unit No.	
Unit Type	Residential
Wing No.	
Floor No.	
Tower No.	

Carpet Area	_____ Sq. Mtrs. OR ___sq. ft.
Super Built Area	_____ Sq. Mtrs. OR ___sq. ft.
Count of Car Parking Spaces reserved	

SALE CONSIDERATION:

Total Price of the Unit along with Car Parking Spaces (if applicable): Rs..... /- plus applicable Goods and Services Tax (“**GST**”) as per details mentioned in **Annexure-B**.

NOTES:

Total Price mentioned above is exclusive of GST, the additional charges not included in the Total Price which are payable by the Applicant are external development charges, internal development charges, city development charges, generator charges, electricity water and sewerage connection charges, interest free maintenance security deposit, sinking fund, gas connection charges, prepaid meter charges, FTTH (fiber to the home), club membership charges, charges attributable to maintenance of community facility(i.e.), user fee and utility services charges, common area maintenance charges for a period of 1 year, and other utility services etc., and the same shall be charged extra at the time of offer for possession. The Applicant shall also be liable to pay any fresh government/competent authority’s charges/dues/taxes/levy etc. as imposed or any increase in rate/incidence thereof, after the date of this application.

The electric connection is provided as per the applicable government norms. It is noted and agreed that additional power back up and additional electricity load is subject to availability and upon payment of such amount as shall be determined by Promoter. The electric supply and power backup supply shall be provided as per general practice of diversification factor norms on total installed load.

NOTES:

All drafts / cheques / RTGS are to be made in favor of “**M/s Roseberry Developer Pvt. Ltd.** - Collection AC for “**THE HORIZON RESIDENCES**” payable at Ghaziabad.

1. The details of RTGS are as follows: -

Account No. _____ Bank _____,
Branch _____, RTGS/NEFT/IFS
Code _____.

2. The drafts/cheques/RTGS are accepted subject to realization. The date of encashment of instrument shall be deemed to be the date of payment.

3. All payments shall be made by the Applicant as and when demanded by the Promoter or its nominated maintenance agency.
4. The Total Price is escalation-free, save and except increases which the Applicant(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant(s) for increase in development charges / cost / charges/ fees / levies, etc., imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Applicant(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Uttar Pradesh Real Estate Regulatory Authority ("**Authority**") which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant(s).
5. Stamp duty, registration charges and miscellaneous incidental expense and documentations charge payable on the Definitive Agreements shall be payable by the Applicant.
6. The Applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under FEMA or other laws as applicable, as amended from time to time, to the complete exclusion of the Promoter.
7. Payments from the sources other than from the Applicant(s) ("**Third Party**") shall be accompanied with no objection certificate (NOC(s)) as per the approved format of the Promoter, failing which the same is liable to be rejected and returned directly to the said Third Party.
8. If the provisional allotment in respect of the Apartment / Unit is made by the Promoter in favor of the Applicant(s) in furtherance of this application, the Applicant(s) shall be entitled to transfer and/or assign his / her rights and obligations under the 'Unit Buyer Agreement' / 'Agreement for Sale' to a third party only after completion of 2 (two) years from the date of execution of the Unit

Buyer Agreement' / 'Agreement for Sale' and subject to the Applicant(s) providing a prior written request seeking prior permission of the Promoter for transfer of the Unit to any third party in the Promoter's standard format. The prior permission shall be granted by the Promoter, at its sole discretion, subject to (i) Applicant clearing all pending dues and amount payable under the Payment Plan, (ii) Applicant making payment of the transfer charges in case of such transfer / assignment at the rate of Rs. 200 per square foot of carpet area of the Unit plus applicable GST, which rate may be amended by the Promoter from time to time, and (iii) the Applicant's transferee agreeing in writing to abide by the terms of the 'Unit Buyer Agreement' / 'Agreement for Sale' and to execute all documents as may be required by the Promoter in this regard. It is clarified that the Applicant(s) shall not be entitled to transfer and/or assign his / her rights and obligations under the 'Unit Buyer Agreement' / 'Agreement for Sale' to a third party before completion of 2 (two) years from the date of the 'Unit Buyer Agreement' / 'Agreement for Sale'.

9. In case of delay in making the payment by the Applicant(s) as per the Payment Plan, the Applicant(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (marginal cost of lending rate) on home loan of State Bank of India +1% unless provided otherwise under the Act and the rules thereunder till realization of payment by the Promoter. The Promoter shall have the right to first adjust interest, if any, and then consider the balance amount as instalment money for the Total Price.
10. All communications sent by the Promoter on the e-mail address provided by the Applicant herein, shall be deemed to have been duly served, unless otherwise provided in the 'Unit Buyer Agreement' / 'Agreement for Sale'.

DECLARATION:

I / We, the undersigned, do hereby declare that I / We have not been found to be of unsound mind by a court of competent jurisdiction. I / We have not been found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery, and abetment of or attempt to commit any such offence by a court of competent jurisdiction. I / We have not been found guilty of or have participated in or connived at any fraud, dishonesty or misrepresentation against an individual or an organization and there are no judicial/ quasi-judicial proceedings pending against us.

I/We, hereby affirm(s) and declare(s) that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I / We have signed this application accepting the terms and conditions thereof, and shall abide by the same. I / We further agree to abide by the conditions of the Definitive Agreements. I/We confirm that in case any of the information given by me/us in this

application is incomplete or is found incorrect or false at any stage, the Promoter shall be within its rights to reject this application and/or cancel the provisional allotment, and/or terminate the 'Unit Buyer Agreement' / Agreement for Sale', if executed without any liabilities and penalties. I/We hereby further confirm that I/We have read and understood the terms and conditions as appended with this application and accept and undertake to unconditionally abide by the same.

Date:

Place:

Annexure - A**TERMS AND CONDITIONS OF THIS APPLICATION (INDICATIVE TERMS OF THE AGREEMENT FOR SALE TO BE EXECUTED)**

This application form for allotment is subject to terms and conditions given hereunder which shall be binding on the Applicant(s) until the execution of the 'Unit Buyer Agreement'/ 'Agreement for Sale' in respect of the Unit. These are tentative and indicative key terms and conditions of the 'Unit Buyer Agreement'/ 'Agreement for Sale' to be executed between the Applicant(s) and the Promoter and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof.

- 1) The Applicant(s) is/are aware that he/they shall be permitted exclusive right to use the Car Parking Spaces in the Project. It is also expressly clarified by the Promoter that location of the Car Parking Spaces is provisional and shall be identified and earmarked solely by the Promoter at their sole and absolute discretion at the time of offering the possession of the said Unit. The Car Parking Spaces are inseparable from and forms an integral part of the Unit. The Applicant(s) confirms that the Applicant(s) has no right to sell/transfer or deal with the Car Parking Spaces independent of the Apartment. The Applicant(s) undertakes to park his/her vehicle in the Car Parking Spaces and not anywhere else in the Project.
- 2) The Applicant(s) is/are aware that all payments in respect of the Unit booked shall be made through demand draft/cheques/NEFT/RTGS in favor of "**M/s Roseberry Developer Pvt. Ltd**". - Collection AC for "**THE HORIZON RESIDENCES**" payable at Ghaziabad, the Promoter shall not be responsible/accountable in any manner for any payment made to agent/broker/any third person.
- 3) No payment shall be made by the Applicant in cash and if any claim of cash payment is made by the Applicant, then such claim shall be summarily rejected by the Promoter. All the payments to be made by the Applicant(s) shall be subject to successful realization of cheque/demand draft etc. In case of dishonor of any cheque/demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default by the Applicant(s). In such an eventuality, without prejudice to other rights and remedies available to the Promoter under applicable law, the Promoter shall be entitled to and the Applicant(s) shall be liable to pay the equivalent cheque amount along with the delay interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.5,000/- (Rupees Five Thousand Only) would be debited to the Applicant's account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.10,000/- (Rupees Ten Thousand Only) would be debited to the Applicant's account in addition to the bank charges.

- 4) The Applicant(s) on receipt of the allotment letter in respect of the Unit shall be liable to make timely payment of the Total Price as per the 'Payment Plan' attached in the **Annexure-C**, time being of the essence. The Applicant(s) acknowledge(s) and understand(s) that any revision in any kind of tax levied by the central or state government shall be payable by him/them in addition to the above cost. In case of non-compliance with this clause, the Promoter at its sole discretion may cancel this application in accordance with the process of cancellation as provided under paragraph 6 of this **Annexure-A**.

- 5) The Applicant (s) is/are aware that applicable tax deducted at source ("TDS") shall be deducted from the Total Price if the total price of the Unit being purchased is above Rs.50,00,000 (Rupees Fifty Lakh Only) in accordance with the applicable rates as per the Income Tax Act, 1961 (as amended to date).

The Applicant(s) shall pay the TDS to the government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the Act and rules made thereunder, as applicable to this transaction. Any delay in making the payment of TDS and /or taxes as aforesaid shall make the Applicant(s) liable to pay the interest and/or any penalty levied by the concerned authority(i.e.) in respect thereof.

- 6) The Applicant(s) has/have fully satisfied himself/herself/themselves in all respect regarding, all the details of the Unit and all common area/facilities/utilities. Also, the Applicant(s) has/have satisfied himself/herself/themselves about the right, title and capacity of the Promoter to deal with the Unit/Project and have understood all the limitation and obligation thereof.

- 7) If the Applicant(s) want to cancel this application and communicates the same in writing or this application is otherwise deemed to have been cancelled on account of reasons stated in this application, then balance amount shall be returned to the Applicant(s) after forfeiting the Booking Amount which will be 10% of the Total Price, in addition to recovery of broker's charges if the booking has been got done by the Applicant(s) through a broker or agent and taxes paid, if any. No interest or any type of compensation whatsoever shall be payable by the Promoter in such cases.

- 8) The timely delivery of possession of the said Apartment to the Applicant(s) and the common areas to the 'Association of Allottees' or the competent authority, as the case may be, as provided under Act and the rules thereunder, is the essence of the contract. The Promoter assures to offer to hand over possession of the Unit for residential usage along with Car Parking Spaces as per agreed terms and conditions by _____, unless there is delay due to a Force Majeure Event (as defined in the 'Unit Buyer Agreement' / 'Agreement for Sale'), epidemic, pandemic and lock down, court

orders, policy/guidelines of the government authorities, decisions effecting the regular development of the Project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for residential usage. The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to a Force Majeure Event and / or above- mentioned conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the Applicant(s) within 120 (one hundred twenty) days. The Promoter shall intimate the Applicant(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the allotment / contract.

- 9) If at any point of time it is found that the Applicant(s) has given incorrect information or has intentionally suppressed material facts, the application shall be cancelled in accordance with the process of cancellation as provided under paragraph 6 of this **Annexure - A**.
- 10) The Applicant(s) has/have reviewed the building plan, layout plan, Unit's number, area of the Unit, and other related details like specification, common areas and amenities, and acknowledge that the building plan, layout plan, and carpet area, are approved. The Applicant(s) further agree(s) that there may be changes, including alterations, additions, deletions, or variations, required by the competent authorities, which may affect the building plans, specifications, materials used, or facilities provided in the Project, in line with applicable policies / laws. Additionally, the Applicant(s) acknowledge that the Promoter may acquire additional areas in the future, leading to further development and revised building plans and cost. The Applicant(s) provide irrevocable consent to accept such changes and agree to execute an 'Undertaking' in this regard. After the completion of the Apartment and the issuance of the completion or part-completion certificate, or the like, by the competent authority, the Promoter will confirm the carpet area of the Apartment. In the event of a reduction in the carpet area, the Promoter shall refund any excess amounts paid within 45 (forty-five) days with annual interest at the rate prescribed in the rules made under the Act, from the date when such an excess amount was paid by the Applicant(s). Conversely, if the carpet area increases, within a limit of 3% (three percent) of the carpet area of the Unit, allotted to Applicant(s), the Promoter shall be entitled to demand the extra payable amount in the next due instalment as per the 'Payment Plan'. Any adjustments, whether payable or refundable, will be made at the agreed rates.

Moreover, the Promoter retains the absolute right to carry out

additional construction on the land anywhere within the Project, including constructing additional floors in the tower where the Unit is located, whether due to an increase in the floor area ratio (FAR), better utilization of the land, or other reasons, as permitted by the concerned authorities. The Promoter has the unfettered right to transfer these additional constructed areas at its discretion. The Applicant(s) understand and accept that such additional construction may lead to changes in the layout of the Project and/or the “**THE HORIZON RESIDENCES**”, and raise no objection to these modifications.

- 11) The Applicant(s) fully agree(s) and understand(s) that it shall be the responsibility of the Applicant(s) to inform the Promoter in writing if there are any subsequent changes in their address or other relevant contact details otherwise the address/contact details given by the Applicant(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Applicant(s). Any communication made to the primary Applicant shall be deemed to be made to both or all Applicant(s).
- 12) The Applicant(s) hereby confirm(s), agree(s) and acknowledge(s) that, if booking of the said Unit is done through any ‘Real Estate Agent’, ‘Broker’ or ‘Third Party’, then in that event, the Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such ‘Real Estate Agent’/ ‘Broker’/ ‘Third Party’. The Applicant(s) further agree(s) and confirm(s) that the Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such ‘Real Estate Agent’ / ‘Broker’ / ‘Third Party’ with Applicant(s).
- 13) The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website or anywhere else by the Promoter may show additional features, external views, internal views, elevations, façade, color schemes, additional fixtures, loose furniture etc. to provide the Applicant(s) or prospective Applicant(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Applicant(s) and the committed layout and specifications are as detailed separately in the ‘Unit Buyer Agreement’ / ‘Agreement for Sale’ and its annexures.
- 14) The Applicant(s) may at his/her/their discretion and cost may avail housing loan from any bank/financial institution. The Promoter shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant(s) for any reason whatsoever. The payment of instalments/any other dues to Promoter shall not be linked to the loan availed/ to be availed by the Applicant(s). The

Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the loan taken by the Applicant(s). All costs in connection with the procurement of the loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Applicant(s).

- 15) The Applicant(s) agree(s) to sign, execute, and have registered the 'Agreement for Sale' / 'Unit Buyer Agreement' in accordance with the provisions of the Act and the rules made thereunder, as per the Promoter's standard format. Until the 'Agreement for Sale' / 'Unit Buyer Agreement' is executed, the Applicant(s) agree to abide by the terms and conditions of allotment as outlined herein and in the allotment letter. In the event of any inconsistency, the provisions of the executed 'Agreement for Sale' / 'Unit Buyer Agreement' shall take precedence over this application and the allotment letter.
- 16) The Applicant(s) shall not use the Apartment for any purposes, other than for residential use. It is acknowledged and agreed by the Applicant(s) that the Applicant(s) shall not, under any circumstances, (a) let or lease or rent the Apartment, by whatever name called, for a term of less than 11 months, or (b) use the Apartment for any vacation or timeshare product.
- 17) Notwithstanding the facts that the Promoter may have issued an acknowledgement by way of receipts for the amount deposited by the Applicant, it has been clearly understood by the Applicant that this application form is only a request for allotment of the Unit and does not constitute a final/provisional allotment. The Promoter has exclusive right to accept or reject this application at his sole discretion and in case of rejection of this application without any default on the part of the Applicant(s), the Promoter shall reimburse the advance amount paid by Applicant(s) without paying any interest or compensation.
- 18) In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicant(s) is provided to the Promoter at the time of termination, all payments/ refund to be made by the Promoter to the Applicant(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).
- 19) All outstanding amounts payable by any party under this transaction to other party 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) on home loan of State Bank of India per annum or (ii) such other rate of interest higher/ lower than 1% as may be prescribed under the Act 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.

- 20) The Applicant(s) agree and confirm that he/they are not vested with any right, interest or entitlement in or over the Unit, until a formal sale deed is executed and registered between the Promoter and the Applicant(s) under the applicable laws within the timelines stipulated by the Promoter. The term “allots” or “allotment” or “allotment letter” wherever included in the application form shall always mean “**Provisional allotment**” until the ‘Unit Buyer Agreement’ / ‘Agreement for Sale’ is executed and registered by the Promoter and the Applicant(s). Further, the Applicant(s), as and when called upon by the Promoter, undertakes to come present for registration of the ‘Unit Buyer Agreement’ / ‘Agreement for Sale’ and sale deed, as may be required under the applicable laws, at the office concerned sub registrar of assurances.

The Applicant(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that, where the Applicant(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The Promoter shall refund the balance amount of money paid by the applicant/allottees within 90 days from the date of such cancellation without any interest.

- 21) The Promoter will be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the completion certificate/ occupation certificate /part thereof, part completion certificate/completion certificate of the Project, as the case may be, and the Applicant(s) shall pay advance maintenance charges to the Promoter, as prescribed by the Promoter, for one year at the time of possession, which is not included in the Total Price. It is clarified that if the association of allottees is not formed within 1 (one) year of completion certificate/ occupation certificate, the Promoter will be entitled to collect from the Applicant(s), an amount equal to the amount of maintenance charges as collected by the Promoter under this clause + 10% in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed.
- 22) Till the time the association of allottees take handover of the common areas as envisaged in the ‘Agreement for Sale’ / ‘Unit Buyer Agreement’ or prevalent laws governing the same, the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project (“**Maintenance Service Agency** /

Maintenance Agency / MSA) as it may deem fit, and the Promoter or the Maintenance Service Agency appointed by it has the right to recover applicable maintenance charges and other charges as set out in the Maintenance Agreement (as defined hereinbelow). The Applicant(s) shall be solely liable and responsible for maintenance of inside of the Apartment and be liable to bear all costs and expenses to keep the Apartment in a good and tenantable state and condition and is expected to have suitable valid insurance policies at all times, to cover all possible hazards.

- 23) The Applicant(s) shall execute a maintenance agreement with the Promoter/Maintenance Service Agency simultaneous to the issuance of the possession notice by the Promoter in respect of the Unit ("**Maintenance Agreement**"), to enable the Promoter or the Maintenance Agency nominated by the Promoter to effectively carry out the maintenance and upkeep of the Project on such costs and charges, by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") as may be payable to Promoter or the Maintenance Agency nominated by the Promoter in terms thereof and shall strictly abide by terms and conditions thereof as revised from time to time until the maintenance of the Project is handed over by the Promoter or the Maintenance Service Agency to the association of allottees as per applicable law. The Applicant(s) acknowledges and undertakes to promptly pay, without any delay, the Maintenance Charges as per the invoices raised in this regard by the Promoter or the Maintenance Service Agency nominated by the Promoter and undertakes not to raise any claim against payment of Maintenance Charges, whether or not the Applicant(s) is in physical occupation of the Apartment.
- 24) The Applicant(s) accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite interest free maintenance security deposit or IFMSD (including any further contributions to the IFMSD, when necessary). The Applicant(s) shall deposit and shall always keep deposited with the Promoter/MSA the IFMSD as specified in **Schedule-__**. The Promoter shall handover the IFMSD collected from the allottees to the association of allottees simultaneously with the handover of the maintenance of the Project and common areas to the association of allottees in terms of the 'Unit Buyer Agreement' / 'Agreement for Sale'.
- 25) The Applicant(s) understand and agree that the Promoter is entitled to mortgage the land underlying the Project and the buildings therein to avail the finance from banks/financial institutions/any other entity.

- 26) Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project 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 Promoter in any manner including any loss of profit. The Promoter will, however, refund the money received from the affected Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.

(Signature of Primary Applicant)

(Signature of Second Applicant)

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**Resident of India:**

1. A Self Attested copy of PAN card of all the Applicants.
2. Self-Attested copy of Aadhar Card of all the Applicants.
3. Two photographs each of all the applicants to be attached.

Partnership Firm:

1. Copy of PAN card of the partnership firm attested by the partners of the Firm (affixation of rubber stamp on all attestation on behalf of firm is must)
2. Attested Copy of the Partnership Deed
3. In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.
4. Self-Attested copy of Aadhar Card of the Partner signing the Application Form on behalf of the firm.
5. Two photographs of the Partner signing the Application Form on behalf of the Firm to be attached.

Private Limited & Limited Company:

1. Copy of PAN card of the Company attested by Director of the Company
2. Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/ Director of the Company.
3. Board resolution authorizing the signatory of the Application Form to buy property on behalf of the Company duly authenticated by any other Director of the Company.

Hindu Undivided Family (HUF):

1. Copy of PAN card of HUF and KARTA
2. Copy of Aadhar card of Karta
2. Authority letter from all coparceners of HUF authorizing the Karta to act on behalf of HUF.

NRI/Foreign National of Indian Origin:

1. Copy of the individual's Passport
2. Copy of OCI Card
2. In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
3. Two (2) passport size photographs of the applicant(s) along with Photo Identity card issued by Government agency is required in all cases.
4. Application Form must be completed in full and in case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

FOR OFFICE USE ONLY

Application **accepted/rejected-**

Customer ID:

Broker /Agent Name (if any):

Payment Scheme:

Committed completion date:

Payment against Allotment Letter: 10 % of

Total Price:

Name of sales executive of company:

Any other information:

Annexure - B**Total Price****Details****COST OF THE FLAT:**

I. Total Price (TP): Rs. _____/-

II. Other Charges

1. IFMSD Rs. ___/- per sq. ft.
2. EDC/CDC Charges
3. Generator Charges
4. Advance common area maintenance charges for one year
5. Other charges as detailed above

Note - stamp duty, registration, administrative charges and other legal expenses etc. will be additional and payable on demand.

III. Additionally Provided:

Reserved Car Parking Spaces

Covered / Open

Note: -

1. Payment should be made by NEFT/ RTGS/ Cheque / Demand Draft only, favoring “**M/s Roseberry Developer Pvt. Ltd.** - Collection AC for “**THE HORIZON RESIDENCES**” payable at Ghaziabad. If the payment is made by using a Credit Card or Debit Card, then the Applicant(s) shall bear the swapping charges, if any.
2. Prices ruling on the date of booking and its acceptance by the Promoter shall be applicable.
3. Other charges such as stamp duty, registration charges, administrative charges, Mutation and other legal expenses etc. shall be payable at the time of possession.
4. In case of early possession, balance installments amount to be paid at the time of offer of possession.
5. GST (Goods and Services Tax) and other taxes as applicable shall be charged extra.

Annexure - C
PAYMENT PLAN