APPLICATION FOR PROVISIONAL BOOKING/ ALLOTMENT OF A RESIDENTIAL PLOT.
(Please use Blue color form only for Bookings through Authorized Agent / Broker)

To,
Ansal Housing & Construction Limited
606, 6th Floor, Indra Prakash
21 Barakhamba Road
New Delhi - 110 001

SUB: APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT IN THE PROJECT "ANSAL TOWN AGRA PHASE IV" SITUATED AT VILLAGE BAGDA, AGRA, UTTAR PRADESH.

Dear Sir(s),

I/We request that I/We may be provisionally allotted a residential Plot (hereinafter referred as the "Plot") in your above mentioned project (hereinafter the "**Project**"), approved by the Agra Development Authority (ADA) vide sanctioned map no. 968/BFT/11/5-6 dated 17/2/2007 to develop the Project and registered with RERA registration Number **UPRERAPRJ3996.**

I agree to pay the total sale consideration of the said Plot as detailed below:

DESCRIPTION OF THE PLOT	*Rate of plot
Block No, _____Plot No. _____ Type: Residential Plot Area of Plot _____ sq. meters. (_____ sq.yard.) Preference Location _____	Rs _____per Sqmtr Rs _____per Sqyd
Total price (In Rupees)	

BREAKUP OF TOTAL PRICE OF THE PLOT (AMOUNT IN RUPEES)

PARTICULARS	**Amount**	**Rate of Tax**	**Tax Amount**	**Total Amount.**
Basic Price of Plot				
Club Fees (if opted)				
Club Security Deposit				
Total				

***NOTE:**

- Price of plot per sq. meter = Total Price Amount/Area of Plots in Sq. meter.

Signature of Applicant(s)

- Price of plot per sq. yard = Total Price Amount/ Area in Sq. yard.

- Conversion of unit of Measurement: 1 Sq. meter = 1.1959 square yd.
- Breakup of the amount i.e. towards charges mentioned above is calculated on Plot area.
- If opted and paid for by the Allottee in addition to basic price, Club membership for the Applicant shall be provided by the Company. However, recurring monthly club subscription charges shall be payable to the Company/nominated Maintenance agency by such Allottee after issue of offer of possession.
- The cost of Electricity Meter connection and actual electricity consumption is not included in the above price and the Applicant shall apply to the competent Authority to get the same at his/her own additional cost.
- EDC has been included in above price as per rates for EDC applicable on the date of grant of license. Any upward/downward revision by the concerned Authority shall be payable/refundable as per the terms and conditions of the Agreement for Sale.
- The above mentioned Total Price includes cost of maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, the maintenance security deposit and maintenance charges shall be charged as per the terms and conditions of agreement for sale. The Stamp duty, sale/conveyance deed registration charges, retrospective revision in currently applicable and/or introduction of new taxes/cess/government charges shall be payable additionally as per the terms and conditions of Agreement for Sale.
- The standard Agreement for Sale format is available on UP RERA and Company's web site and the applicant is requested to read the same.

The booking amount or the **"Earnest Money"** (10% of the Total price) for the above Plot is Rs. _____

(Rupees _____ Only), out of which I/We hereby remit Rs. _____

(Rupees _____only) by way of Bank Draft/Cheque No. _____ dated _____ drawn on _____Bank payable at New Delhi/Agra, enclosed herewith present application, as an advance towards the provisional booking of the Plot. I/We shall pay the balance earnest money/booking amount within 30 days from the date of present application but before the execution of Agreement for Sale.

I/we hereby agree and confirm that the payment made to Ansal Housing & Construction Limited (hereinafter the "**Company**") by me/us either with this application (hereinafter the "**Application**") or thereafter to the extent of 10% of the cost of the said Plot shall constitute earnest money (hereinafter the "**Earnest Money**") and the same shall stand forfeited, if I/ We fail to abide by any of the terms and conditions of this Application including failing to execute and register the agreement for sale (hereinafter the "**Agreement for Sale**") within 45 days from the date of present Application.

In the event of the Company accepting my/our Application and agreeing to provisionally allot the Plot,

I/we agree to pay the balance sum as per the Payment Plan attached as Annexure-A.

I/we clearly understand that this Application does not constitute an agreement for sale and I/We do not become entitled to the final allotment of the Plot, notwithstanding the fact that the Company has issued a receipt in acknowledgement of the money tendered with this Application.

I/We also agree to sign, execute and register the Agreement for Sale and further understand that it is only after I/we sign and execute the Agreement for Sale and get it registered, agreeing to abide by the terms and conditions laid down therein that the provisional allotment of the Plot shall become final and binding upon both the parties. I/we also agree to bear the cost of registration of the said agreement for sale.

I/We also agree that in the event, I/We fail to execute and register the Agreement for Sale within 45 days of the date of this Application, the provisional allotment of the aforesaid Plot shall stand cancelled and the Earnest Money deposited by me with the Company shall stand forfeited and I/We shall not have any claim upon the same.

Signature of Applicant(s)

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

Please affix Your Photograph here

SOLE / FIRST APPLICANT Mr./Mrs./Ms ……..….

S/W/D OF ……..……NATIONALITY……...

DATE OF BIRTH ……..… ROFESSION/OCCUPATION……...

Residential Status: Resident/Non-Resident/Foreign National of Origin…….……

Income Tax Permanent Account No. …… Aadhar Card No. ..…….……

Mailing Address ……..…

…….Landline No.……..……

Mobile No……. Email id ……

Permanent Address ……..……

…….Landline No. …… Email id ……..

Office Name & Address……...…

…….

Tel.No…….Email ID: ……..…..……...

Please affix your Photograph here

SECOND APPLICANT Mr./Mrs./Ms ……..….

S/W/D OF ……..……NATIONALITY……..……...

DATE OF BIRTH ……...… ROFESSION/OCCUPATION…….……...

Residential Status: Resident/Non-Resident/Foreign National of Origin…….……

Income Tax Permanent Account No. …… Aadhar Card No. ..…….……

Mailing Address ……..…

…….Landline No.……

Mobile No……. Email id ……

Permanent Address ……..……

…….Landline No. …… Email id ……..

Office Name & Address……...…

…….

Tel.No……Email ID: ……...…….……...

PAYMENT PLANS (Please see Annexure A): 'A' □ DOWN PAYMENT, 'B' □ TIME LINKED 'C' □ DEVELOPMENT LINKED.

NOTE:

A. Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favor of Ansal Housing & Construction Ltd., payable at New Delhi/Agra only. Cash and Out station Cheques/ Drafts will not be accepted.

B. Price Lists and Payment Plan are subject to revision/withdrawal without notice at Company's sole discretion before booking application along with booking amount is received. Please see price list and Payment Plan applicable at the time of Application/Registration.

Signature of Applicant(s)

C. Allotment of Plot with preferred location is subject to availability and on Company's discretion.

D. Address Proof, PAN card copy, Aadhar Card Copy, Photograph, Email and Mobile number must be provided along with the Application In case PAN card No. is not provided, Applicant(s) must provide declaration in Form No. 60 (See Annexure B).

E. The rights/interest in the said Plot can't be sold/transferred till the Agreement For Sale is registered with the concerned Authority and until all the dues payable to Company are fully paid.

F. Delay in payments attracts interest as per applicable rules prescribed under RERA.

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I/we also understand that the Company may communicate with us by Email and SMS on my/our Email and mobile numbers provided by me/us for sending notices/reminders and for other information regarding this project or other existing or future projects and I/we hereby authorize the Company to send such Emails and SMS to me/us. I/We have read, understood agreed and signed the attached terms and conditions of the Application and those of Agreement for Sale and agree to execute and register the Agreement for Sale as and when instructed by the Company to do so.

Date_____Place_____

Signature of Applicant(s)

FOR BROKER'S USE ONLY

Broker Code & Name……..…….

GST Reg No. ……..…….. RERA Rgn No. ……..…

Signatures and name of person signing. …….

Broker Stamp

NOTE: AGENTS MUST PUT THEIR STAMP AND SIGNATURE AT APPROPRIATE PLACE AND ENSURE THAT COPY OF THEIR PAN CARD, GST AND RERA REGISTRATION IS SUBMITTED TO COMPANY.

FOR OFFICE USE ONLY. **SELLING STAFF NAME** ……

1. Application – Accepted ☐ Rejected ☐

2 DETAILS OF PLOT ALLOTTED

Block…… Plot No. …… Plot Area ……..…Sq.Mtr …….. Sq.Yd.

All-inclusive Rate ……..……per Sq.Mtr …….. per Sq.Yd.

Preference Location Type …….

All-inclusive total Plot Price* Rs ……..…(Rupees ……)

* ***Total Plot Price*** *Includes* cost of maintenance charges up to the period of 30 days from the date of offer of possession. Thereafter, the maintenance security deposit and maintenance charges shall be charged as per the terms and conditions of agreement for sale. The Stamp duty, sale deed registration charges, revision in currently applicable and/or introduction of new taxes/cess/government charges shall be payable additionally as per the terms and conditions of Agreement for Sale.

3 Payment received at the time of booking vide Cheques/DD/ No. …… dated ……..….. for Rs.……
(Rupees…….....……..……). Drawn on……..……Bank

4. Provisional booking receipt No ……dated ……

Date: …… Place ……

Signature of Project Head (Mktg)

PRINCIPAL TERMS AND CONDITIONS FORMING A PART OF PRESENT APPLICATION FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT(s) IN "ANSAL TOWN AGRA PHASE IV" **SITUATED AT,** AGRA, UTTAR PRADESH.

The principal terms and conditions for the provisional allotment are set out herein below (the terms used in this Application, but not defined herein shall have the same meaning as ascribed to them in the Agreement for Sale (format attached herewith) to be executed and registered later):

1. The Applicant has applied for provisional allotment of the Plot in the Project with full knowledge of all the laws/notification and rules applicable to this location in general and this Project in particular, which have been explained by the Company and understood by him/her.
2. That the Applicant has fully satisfied himself/herself about the right, interest and title of the Owners/ Company in the land on which the said Plot is proposed to be developed and has understood all the arrangements, if any, between the Owners/ Company and limitations and obligations in respect thereof.
3. That the Company shall have the exclusive right to accept/reject this Application in its sole discretion.
4. The provisional allotment of the Plot is subject to the terms and conditions of this Application form. In case of any breach thereof, the booking shall not be confirmed and the Applicant shall not be entitled for allotment.
5. That in case of acceptance of the this application by the Company, the Applicant(s) shall sign/execute and get registered the Agreement for Sale and the expenses pertaining to the registration of the agreement for sale such as stamp duty and fee etc. shall be borne by the applicant(s). If, however, the Applicant(s) fails to sign and register the Agreement for Sale within 45 days from the date of signing of present Application, the provisional allotment of the aforesaid Plot may be cancelled by the Company and the Earnest Money/part of the Earnest Money deposited by the Applicant shall stand forfeited as per applicable RERA rules and the Applicant(s) shall not have any claim upon the same.
6. The Total Price above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc., currently levied, in connection with the development/construction of the Project) paid/payable by the Company up to 30 days from the date of offer of possession of the Plot to the Applicant or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purpose of such possession. It is clarified that in case the possession is offered by the Company and the same is not taken within 30 days from the date of such offer of possession then the Plot shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/ charges/levies and maintenance etc.
7. The Project is being developed/marketed by the Company on project land under License and other requisite sanctions obtained from the concerned authorities. Details of project land and license/sanctions are given in the attached Agreement for Sale.
8. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Plot shall equally be applicable to and enforceable against any and all occupiers, substitutes, tenants, licensees and / or subsequent purchasers/assignees of the said Plot, as the said obligations go along with the said Plot for all intents and purposes. Apart from the internal services, if any outside (external and/or peripheral) services are provided by any Government or local authority and any charge is levied thereupon and/or any other charges are levied under any other head, the same shall also be payable in addition to the aforesaid price of the Plot on proportionate basis by the Applicant.

9. The Applicant shall have right to use common areas and facilities only within the said Project harmoniously along with other occupants, maintenance staff, etc. without causing any inconvenience or hindrance to them. Further it is agreed by the Applicant that usage of common areas and facilities within the said Project shall always be subject to the timely payment of maintenance and electricity charges, if any.

10. It is hereby agreed that the Earnest Money paid by the Applicant is to ensure fulfillment of terms and condition as contained in this Application by the Applicant. The Applicant hereby authorizes the Company to forfeit the said Earnest Money/Part of the Earnest Money as per applicable RERA rules, in case of breach of the terms and conditions of this Application.

11. Timely payment of installments as per the Payment Plan is the essence of the terms of this Application and the Agreement for Sale. It shall be the duty of the Applicant to make regular payments of installments in accordance with the Payment Plan opted by him/her on his own without any dependence/reference to any demand notices being issued by the Company, except in case of Development Linked payment plan. The Company may in its discretion send demand notices, but non-receipt of the same shall not be a valid reason for non-payment of the installments/payments and the dues, so demanded by way of such notice shall be final and binding on the Applicant. Delay in payment of any amount, due and payable by the Applicant, in terms of this Application and the Agreement for Sale shall attract interest at the rate as specified in the concerned State RERA Rules.

12. In case of default by the Applicant under the condition listed above continues for a period beyond 45 days after notice from the Company in this regard, the Company may cancel the provisional allotment of the Plot in favor of the Applicant and refund the money paid by the Applicant after forfeiting the amount mentioned in previous clauses and the interest liabilities and the Allotment shall thereupon stand terminated. Provided that the Company shall intimate the Applicant about such termination at least thirty days prior to such termination.

13. That in case the cheque submitted by the Applicant towards payment of any installment or any other due payable by him/her, is dishonored, then the Company shall notify about the same to the Applicant and the Applicant, within 15 (fifteen) days of receiving such intimation, shall deposit the entire cheque amount together with cheque dishonor charges and interest, with the Company. In case, the Applicant fails to make such due payments within the period of 15 (fifteen) days, the Company shall be entitled to but not limited to initiating proceedings under Section 138 of the Negotiable Instruments Act, 1881, in addition to all such other remedies as are available under present Agreement as well as the applicable laws and the same shall also be treated as breach of the terms and conditions of this Application and the Agreement for Sale and the allotment of the Plot may be cancelled in the manner provided in this Application/Agreement for Sale.

14. The Applicant authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant (s) against the Plot, if any, in his/her name first towards interest and under any head(s) of dues against lawful outstanding of the Applicant against the Plot and the Applicant(s) undertakes not to object/demand/direct the Company to adjust his payments in any manner.

15. The Company assures to hand over possession of the Plot as declared while registering the project with RERA, unless there is delay or failure due to "*Force Majeure*", *order of any* court/Tribunal/Authority, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions then the Applicant agrees that the Company shall be entitled to the extension of time for delivery of possession of the Plot. The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to any reason other than Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the

Company shall refund to the Applicant the entire amount received by the Company from the allotment as per the RERA Rules. The Company shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under present Application.

16. On receiving offer of possession letter from the Company, the Applicant (s) shall remit all balance dues and outstanding along with interest up to the date of payment, if any, within time period mentioned in offer of possession letter and also complete all required formalities as stated therein including signing of declarations/undertakings and maintenance agreement, electricity supply agreement (if applicable) and pay the Maintenance security deposit and Common maintenance charges with the maintenance agency before taking physical possession and execution of the sale deed for the said Plot. That the Applicant shall pay Maintenance Security Deposit at the rate of Rs _____/- per sqyd.
17. A Title Deed (sale/Conveyance/Lease deed as the case may be) shall be executed and registered in favor of the Applicant(s) within the time prescribed in the Agreement for Sale after the Company has received from the Applicant the total sale consideration, other dues/charges, stamp duty, service tax/GST, registration fee, cesses, documentation charges and other incidental expenses along-with No Objection Certificate from concerned maintenance agency and/or required declaration/undertaking is given by the Applicant(s). The Maintenance Agency will issue no objection certificate only after all its dues are paid and maintenance/electricity supply agreement (if applicable) is signed by the Applicant. The title of the Plot shall pass on to the Applicant(s) only after execution of the title deed and till then the Plot shall remain property of the Company.
18. If the Applicant(s) fails to take possession of the Plot, even if all dues have been paid, within a period of 180 days from the date of offer of possession or any date, if extended by the Company in its sole discretion, the Company will not be responsible for deterioration in the condition of the Plot and will hand over the physical possession on as is where is basis and any work or expense to improve on the condition of the Plot will have to be carried out and borne by the Applicant(s) himself.
19. The stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Agreement for Sale/any agreement / deed / document executed between the Company and the Applicant(s) shall be borne by the Applicant.
20. The Applicant(s) hereby agrees that after taking over the physical possession of the Plot he/she shall abide by and adhere to the conditions imposed under the building laws, the lay out plans, building plans and other state, municipal and local laws as are applicable or made applicable in future by government bodies/ authorities to the Project and shall be responsible for all defaults, violations or breaches of any of the conditions or rules and regulations.
21. The Applicant(s) hereby agrees that he/she will, at the time of offer of possession of the Plot enter into a maintenance agreement with Company/its nomine/association of Plot owners/Authority or other body (ies), as the case may be, (hereinafter referred to as 'the Maintenance Agency') for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the said Project and its Common Areas and for supply of electricity, if applicable, to the Plots in the Project and the Applicant(s) shall pay the maintenance security deposit and maintenance charges and electricity consumption charges, if applicable, as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the said Maintenance Agency. Such charges shall be reckoned 30 days after the date of offer of possession letter. In the event of his/her failure to take possession for any reason whatsoever, the Applicant(s) shall be liable to pay all maintenance charges, as applicable, to the Maintenance Agency and/or any other levies on account of failure to take possession of the Plot. The Applicant(s) also understands and agrees that Maintenance Agency may recover its dues through prepaid meter system and, if so, the

Applicant(s) ensures and undertakes to maintain sufficient advance balance in the prepaid Meter system to cover payment of such expenses.

22. The Applicant(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter by the association of Allottees and/or maintenance agency appointed by association of Allottees. The Applicant(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

    Upon receiving a written intimation from the Company for possession, the Applicant(s) shall take possession of the Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Application/Agreement for Sale and the Company shall give possession of the Plot to the Applicant(s). In case, the Applicant(s) fails to take possession within the time provided in the Agreement for Sale, such Applicant(s) shall continue to be liable to pay the maintenance charges.

23. The Physical Possession of the Plot shall be given by the Estate Manager on the basis of Possession Letter issued by the Company authorizing Estate Manager to handover the possession to the Applicant and on the basis of valid NOC of the maintenance agency. The Company and the maintenance agency will issue such Letter/NOC only after all dues are clear and all formalities are complete. Hence, any delay in payment of all dues and completion of all formalities within the date mentioned in offer of Possession letter will delay the physical possession of the Plot and the Company will not be responsible for that. Further, this is the responsibility of the Applicant(s) to take the above Letter/NOC from the Company and approach the Estate Manager for physical possession of the said Plot.

24. The Applicant(s) shall use the Plot for the residential purposes only. No commercial activity will be permitted in the Project premises or in the Plot. The Applicant(s) shall not add or make any changes in the area (addition or deletion) or alter the Plot shape in any manner. He/She should not cause damage to or nuisance in any part of the Project in any manner whatsoever. All persons claiming through the Applicant(s) shall be bound by the terms of this Application and the Agreement for Sale and the terms and conditions/rules and regulations of the concerned Development Authority or any other Authority for all purposes.

25. The Applicant(s) shall not install, operate and/or use Generator set of any size/kind in open area.

26. The Applicant(s) shall not sink, drill, install and/or commission any well/bore well/tube well within or anywhere outside the area, as the case may be, of the Plot.

27. The Applicant(s) shall get his complete postal address, email address and mobile number recorded with the Company at the time of booking and it shall be the responsibility of the Applicant(s) to inform the Company in writing even after physical possession is taken by the Applicant(s), either in person or through registered post, A/D letter about all subsequent changes in his/her address, failing which, all demand notices and letters posted by the Company at the recorded address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Applicant(s) shall be responsible for any delay/default in payment and other consequences that might occur there from. In case, there is no communication received by the Applicant from the Company over a period of 6 months from the date of last communication, it shall be the responsibility of the Applicant to contact the Company to update himself/herself about the Project and payment status.

    In case there are joint Applicants, all communications shall be sent by the Company to the Applicant whose name appears first and at the Postal/ Email address given by him/her shall for all purposes be considered as served on all the Applicants. However, in case of any disagreement between such joint Applicants, both/all shall be under obligation to provide in writing their respective addresses to the Company.

28. The Applicant(s) can avail loans from the Financial Institutions/Banks to finance the Plot. However, the Company shall not be responsible in any manner if a particular Financial Institution / Bank refuses to finance the Plot to the Applicant(s) on any ground. The responsibility of getting the loan sanctioned and disbursed as per the payment schedule and its repayment with interest accrued thereon to the Bank/Financial Institution will rest exclusively on the Applicant(s) and in no event the Company shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Applicant(s) along with interest on delayed payments, if any.

29. That the Applicant(s) confirms and agrees not to hold the Company liable under any circumstance whatsoever for any consequence(s), in the event of any Bank/Financial Institution refusing to grant the Applicant a loan/financial assistance w.r.t the Plot provisionally allotted to him.

30. In case of the Applicant(s) who have opted for long term payment plan arrangement with any financial institution/bank, the sale deed of the Plot in favor of the Applicant(s) shall be executed as per such arrangements prescribed by such financial institution/bank.

31. The Applicant(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds matters and the things as may be necessary from time to time for safeguarding the interest of the Company and of the other applicants of the other Plots in the Project.

32. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of this Application and the Agreement for Sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

33. In case, the Applicant(s) is a non-resident, foreign national of Indian Origin or makes payment in any foreign currency, it is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Plot it shall be the sole responsibility of such Applicant to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Application. Any refund, transfer of security if provided in terms of the provisional Allotment shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard. Whenever there is any change in the residential status of the Applicant(s) it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws.

34. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s) and such third party shall not have any right in the Application/provisional Allotment of the said Plot applied for herein in any way and the Company shall be issuing the payment receipts in favor of the Applicant(s) only.

35. The Applicant(s) hereby agrees that the Company shall have right to join as an affected party in

any suit/complaint filed before any appropriate court by the Applicant(s), if the Company's rights are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Applicant(s) hereby agrees to keep the Company fully informed at all times in this regard.

36. The Applicant(s) hereby authorizes the Company to communicate with him/her by Email and SMS on his/her email and mobile numbers provided by him/her for sending notices/reminders and for other information regarding this Project or other existing or future projects of the Company.

37. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained herein are declared invalid by a final and un appealable order, decree or judgment of a Court, then the same shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted and the construction and interpretation of the rest of the terms and conditions shall remain valid and be binding upon the Parties hereto.

38. Any delay or indulgence by the Company in enforcing the terms mentioned herein or any forbearance or giving of time to the Applicant(s) shall not be construed as a waiver on the part of the Company of any breach or non- compliance of any of the terms and conditions by the Applicant nor shall the same in any manner prejudice to the rights, title and interest of the Company.

39. The terms and conditions of this Application will be complete and binding only upon its signing by the Company through its Authorized Signatory at the Company's Head Office in New Delhi after the copies duly signed by the Applicant(s) are received by the Company. Hence, this Application shall be deemed to have been issued / executed at New Delhi, even if the Applicant(s) has/have prior thereto signed the Application at any place(s) other than New Delhi.

40. For all intents and purposes singular shall include plural.

41. The Application shall be construed, interpreted, governed and applied in accordance with the laws, rules and regulations of India.

I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Agreement for Sale. I/we have also read, understood and agree to the terms and conditions of the attached Agreement for Sale and agree to execute and get the same registered as per instructions received from the Company in this regard.

We are fully conscious that it is not incumbent on the part of the Company to send us reminders/ notices in respect of our obligations as set out in this Application and I/we shall be fully liable for any consequences in respect of defaults committed by me / us in not abiding by the terms and conditions contained in this Application. I /We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this Application and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of the Earnest Money or advance booking amount, as the case may be, as may be imposed upon me. I /we further undertake and assure the Company that in the event of cancellation of my/our provisional allotment either by way of forfeiture or refund of my/ our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application, I /we shall be left with no right, title, interest or lien on the Plot applied for and provisionally and/ or finally allotted to me/us in any manner whatsoever.

APPLICANT (S) Signatures

ANNEXURE-A
PAYMENT PLAN

ANNEXURE -

FORM NO. 60
(See third provision to rule 114B)

Form of Declaration to be filled by a person who does not have either a Permanent Account Number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses in (a) to (h) of rule 114B

1. Full name and address of the declarant _____ -

_____

2. Particulars of Transaction _____
3. Amount of the Transaction _____
4. Are you assessed to tax ? _____Yes/No.
5. If Yes
   i) Details of Ward/Circle/Range where the last return of income was filled.
   ii) Reasons for not having Permanent number/General Index Register Number

6. Details of document being produced in support of address
.....

Verification

I,.....do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the..... day of

Date:.....
Place:.....

Signature of the declarant Instructions: Documents which can be produced in support of the address are: -

(a) Passport
(b) Driving License
(c) Identity Card Issued by any Institution
(d) Copy of the electricity/telephone bill showing residential address
(e) Any document or communication issued by any authority of Central/State Government or local bodies showing residential address
(f) Any other documentary evidence in support of his/her address given in the declaration

<u>CHECKLIST</u>- Attending Selling Staff/In charge to ensure that Following requirements have been complied with.

- **Correct form is used for Direct / Broker Booking.** ☐
- **Agreement for sale signed by applicant.** ☐
- **PAN Card copy / Form 60 from all applicants received.** ☐
- **Aadhar Card Copy of all applicants received.** ☐
- **Residence Proof (if address is different from Aadhar Card)** . ☐
- **Passport Size Photo of all applicants pasted on app. place.** ☐
- **Email ID, Telephone/Mobile Numbers of all applicants written at app. place.** ☐
- **Applicants have signed at all required places including Declaration.** ☐
- **All corrections and pastings are authorized by applicants by signing on/near to them.** ☐
- **Plot details and cost verified with Lay out and applicable Price list.** ☐
- **Cheque/DD is payable at Delhi/ Agra only.** ☐
- **If Broker booking, broker name, RERA registration, signatures and Stamp obtained.** ☐
- **Plot Type and specification is clearly marked in Application.** ☐

In case of NRI applicants following additional documents are required:

- **Passport copy with valid visa page received.** ☐
- **Letter from Bank on Bank's Letter head confirming that the cheque/payment has been issued from NRI's NRO or NRE account held with them. This is not required if money is remitted from abroad or Draft is made by NRI from outside India or NRE/NRO account mentioned on cheque (copy retained in file)** ☐

Annexure "A' Payment Plan and Annexure "B" Form 60 (if required) to be attached.