

**APPLICATION FORM**

Brand Marketeers.

TRI DHARA

GST Registration Number: - 09AWGPS4610L1Z5

Registered Address: 3<sup>rd</sup> Floor of Vinayak Triveni Tower, Office No. TF13, 14, P D Tandon Road,  
Civil Lines, Allahabad, Uttar Pradesh, 211001

Corporate Address: 3<sup>rd</sup> Floor of Vinayak Triveni Tower, Office No. TF13, 14, P D Tandon Road,  
Civil Lines, Allahabad, Uttar Pradesh, 211001

Email Id: farahshamim255@gmail.com

Contact Number: +91 9336336336

Website address of Uttar Pradesh RERA: <https://www.brandmarketeers.in/>

BRAND MARKETEERS

Proprietor

Application No. ....

Date .....

To,

Brand Marketeers  
3<sup>rd</sup> Floor of Vinayak Triveni Tower,  
Office No. TF13, 14, P D Tandon Road, Civil Lines,  
Allahabad-211001,  
Uttar Pradesh, India

I do hereby make this application for booking of an Apartment in your Project "Tridhara" (hereinafter referred to as the "Project") admeasuring (Total Project plot area 3532.83 Sqm) situated at Arazi no. 2407, 2408, 2409, 2411 & 2412, Vill: Sherdeeh, Tehsil: phulpur, Dist.: Prayagraj & Arazi No. 56KHA/3, Vill: Rahimapur, Tehsil: phulpur, Dist.: Prayagraj. The Project comprises of tower, apartments and facilities & amenities. I/We have made this application after carefully inspecting and understanding all the documents in respect of the Project Land and the Project, including permissions/Approvals obtained/to be obtained as per Applicable Laws, sanctioned plans, title documents of the Project Land, plans and specifications of the proposed apartment(s) and Common Areas, Amenities and Facilities, etc. in the Project being developed and constructed under lawful arrangement by "Brand Marketeers". (Hereinafter referred to as "Promoter").

I agree and undertake to abide by the terms and conditions attached to this Application Form and being part thereof. I/we clearly understand that this application does not constitute an Agreement For Sale and I/we do not become entitled to the allotment of apartment notwithstanding the fact that the Promoter may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the Agreement for Sale and/or such other documents as may be required by the Promoter, the allotment shall become final and binding upon the Promoter.

I have relied on my/our own judgment, due diligence, and investigation in deciding to apply for the allotment of the Apartment and have not relied upon and/or is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Promoter or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Project and Apartment.

BRAND MARKETEERS  
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Proprietor

Signature of First Applicant

1

Signature of Second Applicant (if any)

## DETAILS OF THE APPLICANT IN CASE OF AN INDIVIDUAL

### 1. SOLE/FIRST APPLICANT

Photograph  
(Sole/First Applicant)

Salutation	First Name	Middle Name	Surname
: _____			
Father's/Husband's Name:			
Marital Status.....			
If married, name of the spouse.....			
Anniversary Date.....			
Date of Birth:			
Residential Status: Resident			
Nationality: Indian			
Passport No.....			
Date of Issue.....			
Aadhar No:			
Income Tax Permanent Account No (PAN):			
Permanent Address:			
Mobile No.:			
Email .....			
Present Address for Correspondence (if different from permanent address)			
.....			
Mobile No.....			
Email.....			
Fax No.....			
Profession: Business			
Details of Place of work:			

**BRAND MARKETEERS**

Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

2. SECOND APPLICANT (if any)

Photograph  
(Second Applicant)

Salutation	First Name	Middle Name	Surname
.....			
Father's/Husband's Name			
.....			
Marital Status.....If married, name of the spouse.....			
Anniversary Date.....			
Date of Birth.....			
Residential Status: Resident <input type="checkbox"/> Non-resident <input type="checkbox"/> Person of Indian Origin <input type="checkbox"/>			
Nationality....., Passport No.....			
Date of Issue.....			
Aadhar No.....			
Income Tax Permanent Account No (PAN).....			
Permanent Address			
.....			
Mobile No. ....			
Email .....			
Present Address for Correspondence (if different from permanent address)			
.....			
Mobile No. ....			
Email.....			
Fax No.....			
Profession .....			
Details of Place of work .....			

*Note-For additional co-applicant(s) use separate sheet*

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Signature of First Applicant

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Signature of Second Applicant (if any)



# **DETAILS OF THE APPLICANT IN CASE OF OTHER THAN INDIVIDUALS**

## **1 SOLE/FIRST APPLICANT**

Type of Entity- Company/ Firm/ LLP/ HUF/Any other legal entity .....
Name of the Company / Firm/ LLP/ HUF/Any other legal entity .....
Name of the Authorized Signatory/ Director / Partner / Any other Designation Applying on behalf of their Company / Firm/ LLP/HUF/ Any other legal entity .....
Entity registered under which law .....
CIN / LLPIN/ Any other registration no. ....
Date of incorporation.....
Permanent Account No (PAN).....
GST No. (If any).....
Registered Address of the legal entity..... .....
Mobile No.....
Email.....
Present Address for Correspondence (if different from registered address) .....
Mobile No. ....
Email.....
Fax No.....
Details of authorization letter/ Board resolution/ any other resolution authorizing the applicant(s) to apply for booking.....
Dated.....

**BRAND MARKETEERS**

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Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

**2 SECOND APPLICANT (if any)**

Type of Entity - Company/ Firm/ LLP/ HUF/Any other legal entity .....
Name of the Company / Firm/ LLP/ HUF/Any other legal entity .....
Name of the Authorized Signatory/ Director / Partner / Any other Designation Applying on behalf of their Company / Firm/ LLP/ HUF/Any other legal entity .....
Entity registered under which law.....
CIN / LLPIN/ Any other registration no. ....
Date of incorporation.....
Permanent Account No (PAN).....
GST No. (If any).....
Registered Address of the legal entity..... ..... Mobile No. .... Email.....
Present Address for Correspondence (if different from registered address) ..... Mobile No. .... Email..... Fax No.....
Details of authorization letter/ Board resolution/ any other resolution authorizing the applicant to apply for booking ..... Dated .....

*Note-For additional co-applicant(s) use separate sheet*

**BRAND MARKETEERS**

*Signature*  
Proprietor

Signature of First Applicant

Signature of Second Applicant (if any)

**Bank details of the Applicant(s):**

1. Account Holder Name \_\_\_\_\_
2. Name of the bank \_\_\_\_\_
3. Account no. \_\_\_\_\_
4. Branch details \_\_\_\_\_
5. IFSC Code \_\_\_\_\_

**Note:** In case of joint applicant(s), all correspondence /communication shall be sent to the first applicant and at the correspondence address of the first applicant which shall be deemed as delivered and served upon all the joint applicants. No separate communication shall be sent to other applicant(s). The first applicant shall inform the Promoter in writing of any change in the mailing / correspondence address mentioned herein failing which all demands, notices etc. by the Promoter shall be mailed at the address given in this application and shall be deemed to have been delivered to and received by the first and all joint applicant(s). In case there is any change in information provided, the Promoter must be immediately informed. A list of applicable documents required from the applicant(s) for booking is hereby listed in **Annexure – A**.

**Details of the Apartment:**

Unit Type	
Block No.	
Floor No.	
Unit No.	
Built Up Area	
Carpet Area	
Balcony Area	(sqft)
Exclusive Open Terrace Area (if applicable)	(sqft)
	(sqft)
PLC	
No. of Car Parking Space	
Limited Common Area (in sqft) (if applicable)	
Apartment Bounded by:	North –

Signature of First Applicant

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Signature of Second Applicant (if any)

	South – East – West –
Payment Plan	Stage wise construction linked payment schedule (Annexure-B)

**Details of Pricing: -**

Price Particulars		Amount (in Rs.)
A.	Carpet Area	
	Exclusive Balcony/ Vernandah Area	
	PLC Charges (if any))	
B.	<b>Total Unit Price:</b>	
<b>Other Payment</b>		
C.	Taxes on all payments/charges/GST	
D.	<b>Total Price:</b>	

**BRAND MARKETEERS**

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Signature of First Applicant

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Signature of Second Applicant (if any)



**Terms & Conditions:**

1. The Total Price mentioned in D above is inclusive of Unit Price and GST, as per the prevailing rates.
2. The above-mentioned prices are exclusive of the Stamp Duty and Registration charges and any other miscellaneous charges as per actuals which shall be paid by the Allottees at the time of registration of the Agreement for Sale and Conveyance Deed as per applicable government norms.
3. The above-mentioned price is exclusive of the other charges including but not limited to Interest Free Maintenance Security (IFMS)/Maintenance Corpus Fund, and Maintenance Charges. The Applicant is liable to pay the aforesaid charges as and when demanded.
4. Any delayed payment as per the payment schedule will attract interest at the rate prescribed in Uttar-Pradesh RERA Rules.
5. Delayed payment interest charged would attract additional applicable GST.
6. Demand note for payment will be on the basis of start of the milestone as mentioned in the application form and Agreement for Sale.
7. This pricing shall supersede all previous pricing.
8. All Cheque(s) / Pay Order / Demand Draft/ Fund Transfer should be drawn in favor of **"BRAND MARKETEERS"**.

**BRAND MARKETEERS**

*[Signature]*  
Proprietor

Signature of First Applicant

Signature of Second Applicant (if any)

**Amount Paid towards Booking Amount: -**

Rs.....(Rs.....) paid towards the Booking Amount at the time of signing the application form through NEFT/UPI/RTGS/Cheque/DD/UTR No..... dated ..... Drawn on (Bank)..... Branch..... City ..... in favor of ".....". Remaining amount of Rs.....(Rs.....) (if any) towards the Booking Amount shall be paid within seven days from the date of signing this application form.

Loan / Finance Required: Yes ☐ No ☐

If yes preferred Financier.....

**Declaration:**

1. I/We hereby make this application for booking of an Apartment in the Project and affirm and declare that particulars/information given by me/us are true and correct to the best of my/our knowledge and belief and nothing has been concealed there from.
2. I/We have seen the layout plans, sanctioned plans and other Approvals of the Project. I/We after full satisfaction have applied for booking of an Apartment.
3. I/we am/are aware of the pricing of the Apartment and shall abide to pay all the monies as per the construction linked payment schedule.
4. Further I/We do hereby declare that the source of funds from which I/we shall make the payment to the Promoter will be genuine and from explainable sources, if any information is found wrong, the Promoter shall have right to reject the application at any stage and forfeit an amount of Rs. .... plus applicable GST as Administration Charges, the balance money (if any) shall be refunded to the applicant(s) within 45 days of the rejection by the Promoter, without any interest/compensation or any other liability for any consequences thereof, for which applicant(s) has no objection whatsoever.
5. I/We agree to sign and execute, as and when required by the Promoter, the necessary documents, consents, agreements and deeds etc., which are required pursuant to this application.
6. I/We undertake to abide by the applicable terms and conditions in respect of the purchase of the Apartment as per the Applicable Laws and as laid down in this Application Form, Agreement for Sale, conveyance deed and all documents to be executed with respect to the Apartment applied.
7. In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the Promoter and it shall be final and binding on me/us.

**Name of Applicant(s)**

**Signature of Applicant(s)**

1 ..... **BRAND MARKETEERS**

1.....

2.....  
Proprietor

2.....

Signature of First Applicant

Signature of Second Applicant (if any)

Date.....

Place.....

Note:

1. The applicant(s) or the applicant's authorized signatory (in case of a company/ firm/ HUF/ trust) duly authorized to execute this Application Form must manually sign by putting his/ her full signature at the bottom of each page of this application including all its attached Annexures. The applicant(s) shall also place the organization stamp in case the applicant is other than an individual.
2. No alteration, erasure, correction, addition, deletion, cancellation and/ or modification etc., should be made by the applicant(s) to any clause of this Application Form or to any of its attached Annexures.
3. Payment to be made by A/c Payee Cheque/Demand Draft / Online transfer in favour of **"Brand Marketeers"**.

In case the applicant(s) is minor, attested copy of birth certificate has to be produced in support of age.

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Signature of First Applicant

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Signature of Second Applicant (if any)



## DEFINITIONS & INTERPRETATIONS

In this Application Form, words and expressions shall have the meanings as ascribed to them hereunder unless otherwise repugnant or contrary to the subject, context or meaning thereof, and words and expressions that are not specifically defined here under shall carry the meanings as the intent of the provision and context in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this application and not otherwise.

1. **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
2. **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar - Pradesh or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar - Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction/ sale of the Project.
3. **"Apartment/Unit"** shall mean and refer to the apartment to be allotted and purchased by the applicant(s) in the Project for the permitted use under Applicable Laws in accordance with the terms and conditions of this Application Form, Agreement for Sale and conveyance/sale deed;
4. **"Application/Application Form"** shall mean and refer to this application form executed by the applicant(s) including all its Annexure as are contained herein and attached here to for the allotment of the Apartment with the related obligations /rights of the parties;
5. **"Approvals"** shall mean and include all licenses, permits, Approvals, sanctions, consents obtained/to be obtained from the competent authorities in connection with the Project and/or the development thereof along with any/all variations/amendments/changes to be made by the Promoter as per the Applicable Laws;
6. **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by Prayagraj Development Authority and approval no: - Group Housing/03143/PDA/BP/22-23/0956/21122023 dated 03/05/2024. in full including any variations therein which may subsequently be made by the Promoter in accordance with Applicable Laws.
7. **"Authority"** shall mean Uttar Pradesh Real Estate Regulatory Authority.
8. **"Agreement for Sale"** shall mean and refer to an agreement between the Promoter and the applicant(s) to be executed and registered within 30(thirty) days from the date of allotment letter in accordance with the procedure as enumerated in the intimation letter, provided the payment of 9% of total price of the Apartment is completed by the applicant(s);
9. **"Administration Charges"** shall include all costs incurred by the Promoter with respect to booking made by applicant(s) including but not limited to salary of employees, printing and stationery, marketing charges, consumables, office expenditure, petrol/diesel expenses, site expenses, customer visit expenses etc. for providing ease and convenience to the applicant(s);

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Signature of First Applicant

Proprietor

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Signature of Second Applicant (if any)

10. **"Booking Amount"** shall mean \_\_\_\_% of the total price of the Apartment;
11. **"Balcony area"** the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee;
12. **"Carpet Area"** shall mean the net usable floor area of the Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and Exclusive Open Terrace Area, but includes the area covered by the internal partition walls of the Apartment;
13. **"Club House"** means a club house having amenities for the residents/occupants of the apartment.
14. **"Common Areas, Amenities and Facilities"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project and the equipment provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project. However, any areas, facilities and equipment reserved for a specific/group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
15. **"Interest Rate"** shall mean the State Bank of India Marginal Cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules;
16. **"Landowner"** shall mean legal and lawful owner of the scheduled land i.e. Mr. Ratan Kumar Agarwal.
17. **"Limited Common Areas and Facilities"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any Unit as reserved for use of certain Unit or service apartments to the exclusion of the other Units. Parking, Roof/Terrace, Storages or any other area or portion earmarked for a particular Unit(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of the Unit to the exclusion of other allottee(s);
18. **"Legal documentation and handling charges"** shall mean all costs, expenses and outgoings borne by the Promoter for preparation, execution, and processing of Agreement for Sale and Conveyance Deed at the concerned authorities, drafting of all booking related documents and for the professional legal consultancy;
19. **"Maintenance Agreement"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
20. **"Payment Plan"** shall mean the Payment Plan accepted by the applicant(s) for the Apartment and more particularly described in Annexure - B attached hereto;
21. **"Project"** shall mean the Project comprising 94 multistoried apartments buildings with 1 community hall and common area and facilities, amenities

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Proprietor



22. **"Project Land"** shall mean total ROR land area and total Project Land area 3532.83 Sqm, upon which the Project is to be developed and shall have the meaning ascribed to it under this Application Form;
23. **"Rules"** shall mean Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 as amended from time to time;
24. **"Regulations"** shall mean Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 as amended from time to time.
25. **"Schedule"** means the Schedule attached to this Agreement.
26. **"Section"** means the section(s) of the Act.

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Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

## INTERPRETATIONS:

1. The words and expressions used herein but not defined in this Application Form and defined in the Act or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.
2. All references in this Application Form to statutory provisions shall be construed as meaning and including references to:
  - (a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this application) for the time being in force;
  - (b) All statutory instruments or orders made pursuant to a statutory provision; and
  - (c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
3. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
4. References to recitals, clauses or Annexures, unless the context otherwise requires, are references to recitals, to clauses or to Annexures of this Application Form.
5. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar nature when used in this Application Form shall refer to clauses of this Application Form as specified therein.
6. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

## TERMS AND CONDITIONS

Terms and Conditions given below are to enable the applicant(s) to acquaint himself / herself / itself / themselves with the terms and conditions as will be applicable till the time applicant(s) enters into an Agreement for Sale with the Promoter. Upon execution and registration of Agreement for Sale, the terms and conditions set out in the Agreement for Sale shall be applicable and in case of any inconsistency or conflict, the terms and conditions of the Agreement for Sale shall prevail. Furthermore, if the terms and conditions not mentioned in the Agreement for Sale are directly and substantially covered in the Application Form, then such terms and conditions shall prevail over the Agreement for Sale.

## TITLE

1. The applicant(s) understands that the Land Owner **Mr. Ratan Kumar Agrawal S/O Sri Lal Ji Agrawal, R/o 4/59, Agrawal Tola Jhansi, Jhansi, Allahbad now Prayagraj** is the absolute and lawful owner of the Project Land.

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Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

2. The landowner has given full authority with Power of Attorney to the **Ms Brand Marketeers**, a Sole Proprietor Firm through its Proprietor Mr. Sajid Hussain Siddiqui S/o Mr. Sadiq Hussain Siddiqui, R/o 976/89/30, Muir Road, Prayagraj (hereinafter referred as Promoter/Seller), to construct Buildings/Apartments through the Builder Agreement dated 08/05/2024 And E-stamped as certificate no. IN-UP45686450297484W, registered in the office of sub-Registrar Phulpur, Prayagraj, in book NO. 1, Volume 10409 at pages 303 to 304 as documents No. 5423 on dated 09/05/2023.
3. The applicant(s) has satisfied himself/herself/themselves about the interest and title of the promoter in the land on which the said project/unit is being constructed and has understood all limitations and obligations in respect thereof. The applicant(s) agrees that there will not be any further investigations or objections by him/her/them in this respect.
4. The applicant(s) agrees that there will not be any further investigations or objections by applicant(s) in this respect.

#### PROJECT AND THE APARTMENT

1. The Promoter is developing the Project styled and named as "**Brand Marketeers**" spread out over an area of land admeasuring (and total Project Land area **3532.83 Sqm**), situated Arazi no. 2407, 2408, 2409, 2411 & 2412, Vill: Sherdech, Tehsil: phulpur, Dist.: Prayagraj & Arazi No. 56KHA/3, Vill: Rahimapur, Tehsil: phulpur, Dist.: Prayagraj, comprising 94 apartments building with 1 community hall and common area and facilities, amenities.
2. The Project is being developed in accordance with the construction and development plan duly approved vide the Approval Letter No. **PDA/BP/22-23/0956 dated 03/05/2024**, by the Prayagraj Development Authority (hereinafter referred to as the "PDA").
3. In terms hereof, as per request of the applicant(s), the Promoter may in its sole and absolute discretion make allotment to the applicant(s) of the Apartment and intimate the same to the applicant(s) subject to the fulfillment of all the representations, warranties, undertakings, covenants contained herein by the applicant(s) and the full and timely payment of the amounts specified herein. Notwithstanding anything contained herein, the applicant(s) is aware that there is a possibility that no allotment shall be made to the applicant(s) by the Promoter. In case the Apartment is not allotted to the applicant(s) on account of the Promoter rejecting this application, the money paid along with this application will be refunded to the applicant(s) within 45 days of the rejection of the application by the Promoter, without any interest/compensation or any other liability for any consequences thereof, for which applicant(s) has no objection whatsoever. The applicant(s) acknowledges and agrees that such refund to the applicant(s) shall be full and final settlement.
4. Notwithstanding anything contained in this application, the applicant(s) understands that the application will be considered as valid, enforceable and proper only on realization of the amount tendered with this application and the remaining Booking Amount within seven days of signing of this Application Form. Failing which the Promoter shall be entitled to forfeit an amount of Rs. \_\_\_\_\_ plus applicable GST as Administration Charges, the balance money (if any) shall be refunded to the applicant(s), after deducting the, taxes, duties, cesses etc., within 45 days of the cancellation/rejection by the Promoter, without any

**BRAND MARKEETEERS**

Signature of First Applicant  
Proprietor

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Signature of Second Applicant (if any)



interest/compensation or any other liability for any consequences thereof, for which applicant(s) has no objection whatsoever.

5. The Promoter shall have the sole and exclusive right to allot the car parking space(s) to the applicant(s) and at such terms and conditions as it may consider necessary. The applicant(s) shall only have the limited right to use the Car parking space(s) to park applicant(s) own vehicle and for no other purpose whatsoever. The Car parking space(s) will be appropriately ground-marked at the time of handing over possession of the Apartment and the applicant(s) shall not challenge the same anytime in future. The applicant(s) hereby acknowledges that the said conditions with respect to Apartment and car parking space(s) are permanent in nature and shall not be amended/deviated in any manner whatsoever.
6. The Promoter shall be entitled to allot the exclusive use of limited common areas at its sole discretion. The applicant(s) shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such limited common areas.

#### **TOTAL PRICE OF THE APARTMENT AND PAYMENTS**

1. The unit price and total price of the Apartment is as mentioned herein and the applicant(s) undertakes to pay the same as per the construction linked Payment Plan agreed by the applicant(s) herein.
2. The applicant(s) understands that the timely payment is the essence of the terms of the booking. In the event the applicant(s) defaults in the timely payment of any amounts payable in respect of the Apartment in terms hereof, the default payment shall attract interest at Applicable Interest Rate as defined herein above from the date when such amounts become due for payment until the date of receipt of amount by the Promoter.
3. The expenses for stamp duty etc. for execution of any legal document such as Agreement to sell, Sale deed etc., legal fee and other miscellaneous charges and registration charges etc. shall be borne by the applicant(s). Any penalty/fine for the delay in execution/ registration of legal document will be solely borne by the applicant(s).
4. All the payments shall be made through cheque/demand draft to be issued in favor of \_\_\_\_\_ ACCOUNT, payable at \_\_\_\_\_. In case if RTGS/NEFT is being done by the applicant(s) and the same is not being informed to the promoter then under such circumstances receipt of such deposit may not be issued and applicant(s) will not complain for the same.
5. The applicant(s) agrees to pay the balance amount in accordance to the payment schedule as provided by the promoter. The applicant(s) understands that the timely payment is the essence of the terms of booking.
6. In case applicant(s) makes default in payment of any installment, he/she/they shall be liable to pay interest at the interest rate as prescribed time to time by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.
7. The applicant(s) agrees and accepts that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid towards the taxes, charges, levies etc.

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Signature of First Applicant/Proprietor

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Signature of Second Applicant (if any)

due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment, thereafter towards interest (if any) and then on the amount of current instalment.

8. The applicant(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Apartment. The applicant(s) has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the applicant(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
9. The applicant(s) agrees that the Promoter shall not accept any payment through any third party account.
10. The applicant(s) declares and confirms that the money paid/to be paid by the applicant(s) towards the Apartment is not/will not be involved directly or indirectly with any proceeds from scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "Anti - Money Laundering Regulations"). The applicant(s) authorizes the Promoter to give his personal information to any statutory authority as may be required from time to time. The applicant(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within applicant(s) knowledge. The applicant(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate the booking. Upon such cancellation/termination the applicant(s) shall not have any right, title or interest in the Apartment neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the money paid by the applicant(s) shall be refunded by the Promoter to the applicant(s), only after the applicant(s) furnishes to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the applicant(s).
11. The applicant(s) agrees to pay to the promoter extra charges on any additional facility provided by the promoter in future during construction

#### CANCELLATION

1. If the applicant proposes to cancel or withdraw the booking of the unit, within 30 days from the date of payment of application amount but before the execution of Agreement for sale, the promoter shall be entitled to forfeit \_\_\_\_\_ of the amount received as administration charges and shall refund the balance amount within a period of \_\_\_\_\_ days from the date of receiving the application for such cancellation. Further, if the applicant proposes to cancel or withdraw the booking after 30 days from the date of payment of application amount but before the execution of for sale, the promoter shall be entitled to forfeit the full application booking amount received till date and after such cancellation of the unit the applicant shall

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have no right, lien or interest on the said unit and the promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion even before making refund to applicant.

2. In case the Applicant(s) fails to make payments for any demand made by the Promoter as per the payment plan, despite having been issued notice in that regard, the Applicant(s) shall be liable to pay interest and taxes thereon to the Promoter on the unpaid amount and the Promoter may cancel the booking and in case of cancellation forfeit the full application booking amount received till date and after such cancellation of the unit the applicant shall have no right, lien or interest on the said unit and the promoter shall have the sole right to sell the said unit to any other person in its sole and absolute discretion even before making refund to applicant.

In case the Applicant(s) fails to execute and register the agreement for sale within the specified timelines, in that case promoter may have right to cancel the booking.

#### LAYOUT AND PLANS

1. The Promoter shall develop and complete the Project in accordance with the sanctioned plans/layout plans as approved by the competent authorities.
2. The Promoter has displayed at the Project site the sanctioned plans, layout plans, along with specifications of the Project and the applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the Project/Apartment and the time schedule of completion of the Project displayed at site. The detailed specifications for the construction and facilities provided at the Project are already shared with the applicant(s). The applicant(s) has/have inspected the copies of all the documents pertaining to the Project and the land upon which the Project is being developed and constructed. The applicant(s) have satisfied it/them self with a detailed legal due diligence of the Project with the help of legal professionals.
3. The applicant(s) understands and agrees that the Promoter for betterment of the Project may make any changes in the approved layout plan, sanctioned plan, specifications, and the nature of fixtures, fittings, and amenities of the Project as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the concerned State Government.
4. The Promoter is entitled to make such minor additions/alterations/changes as may be required due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer, after proper declaration and intimation to the applicant(s), without affecting the interests of the applicant(s).
5. The area of Apartment may slightly increase or decrease from proposed maps on actual construction. Accordingly, the price of the Apartment may vary, the applicant(s) agrees to make the payment as per the actual area transferred subject to the terms and conditions of the Agreement For Sale to be executed.

#### CONSTRUCTION OF THE APARTMENT

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1. The Promoter shall develop and construct the Project and the Apartment based on the Approvals, as stated in this application.
2. The applicant(s) has the right to visit the Project site to assess the extent of development of the Project and his Apartment only after prior intimation to the Promoter and upon signing the site visit undertaking. The Promoter requires utmost care during such kind of visit by the applicant(s) and his/her family members due to the risks involved at construction site. If at all the applicant(s) decides to visit the site, applicant(s) shall only do so after intimating the Promoter and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the applicant(s) and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children and elderly at the Project during construction.
3. The Promoter and/or its affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon in the any part of the Project till such time the Project is completed, and the Common Areas are handed over to the Association of Allottees. Further, the Promoter and/or its affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or its affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other intellectual property of the Promoter at one or more places in the Project and/or any Common Areas and/or any Limited Common Areas & Facilities, and/or at the entrances and exits thereof. The Promoter and its affiliates have, shall always have and reserve(s), to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

#### LOAN / FINANCE / SUBSIDY

1. The responsibility of getting the loan sanctioned and disbursed, as per the company payment schedule shall rest exclusively on the Applicant, 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. Further, the Developer/Promoter is not liable for any subsidy related issues.
2. In case the Applicant(s) avails loan facility from any financial institution/bank to facilitate the purchase of the Apartment allotted to it, the Promoter shall facilitate the process subject to the following:
  - (i) Any financing agreement between financial institution/Bank and the Applicant(s) shall be entered into by the Applicant(s) at its sole cost, expense, liability, risk and consequences.
  - (ii) The terms and conditions of financing agency shall exclusively be binding and applicable upon the Applicant(s) only. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment

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schedule, shall be ensured by the Applicant(s), failing which, the delayed interest shall be applicable.

- (iii) The Applicant(s) shall indemnify and keep indemnified the Promoter its successors and assignees, against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assignees may suffer or incur by reason of any action that such Bank / Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach of contract by the Applicant(s) of the terms and conditions governing the said loan in respect of the Apartment.
- (iv) In case of any refund, interest paid by the Applicant(s) to the Bank / Financial Institution will not be refunded by the Promoter. Only the amount received by the Promoter shall be refunded within 45 days after forfeiting/deducting the Booking Amount without any interest/compensation, taxes duties or any other liability for any consequences thereof, for which Applicant(s) has no objection whatsoever. The Applicant(s) acknowledges and agrees that such refund to the Applicant(s) shall be full and final settlement and the Applicant(s) shall have no claim of any nature whatsoever on the Promoter and/or the Apartment.
- (v) In case of Applicant(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Applicant(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Applicant(s) and such Bank/ Financial Institution. Such refund shall be in the name of the first Applicant(s) (as per the Application Form)/ lender (in case the Applicant(s) has procured loan from a bank/ financial institution), as the case may be.
- (vi) The Applicant(s) agrees, in the event he/she avails a housing loan from any financial institution for payment towards cost of the booked Apartment, the loan amount if any, sanctioned in favor of the Applicant(s), shall be paid by the Bank / Financial Institution directly to the promoter and the payment should be made by the bank or financial institution shall be treated to be loan amount availed by the Applicant(s). The Applicant(s) further agrees that, in the events he/she avails loan from the Bank / Financial Institution, it shall be the sole responsibility and obligation of the Applicant(s) to make all the repayments and the promoter shall have no nexus or liability in connection with the loan transaction.
- (vii) The Applicant(s) further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Applicant. All costs in connection with the procurement of the Loan and creation of a mortgage over Apartment and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Applicant. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Apartment to which the Applicant(s) has no objection and hereby waives his/her right to raise any objection in that regard.

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- (viii) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the said Apartment. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank / Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sale of said Apartment due from the Applicant(s) and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues. Further, if any Bank / Financial Institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Applicant(s) shall not make such refusal / delay an excuse for non-payment of any instalments / dues to Promoter within stipulated time as per the construction linked payment plan. Any such delay in payment of instalments caused by the Bank / Financial Institution due to any reason, shall attract interest which shall be borne by the Applicant(s) /Bank / Financial Institution as the case maybe.
- (ix) Notwithstanding any arrangement between the Applicant(s) and Bank / Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, property taxes, GST, local-body tax, works contract tax etc., remains un-paid / outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Apartment and/or the Premises for the un-paid/outstanding amount including interest thereon.

#### CLUB HOUSE AND ITS FACILITIES

1. The applicant(s) shall be entitled to the facilities of a club house (herein referred to as 'Club') along with the other applicant(s) of the Project.
2. The Club is distinct and independent from any other recreational and sporting activities and any other activities/amenities/facilities of general nature that shall be provided by the Promoter in the Project.
3. The facilities of Club will be accessible on payment of a user fee payable periodically and separate charges for using some of its facilities.
4. The Promoter shall construct a club house with various amenities and facilities. The club house shall be run and maintained exclusively by the maintenance agency/or any other specific agency. The maintenance agency shall be entitled to make the rules and regulations for use of club facilities and applicant undertakes to abide by such rules and regulations.
5. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Club. The applicant(s) hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance of the services or otherwise provided to the applicant(s). The terms and conditions of the Club Facilities and Usage are not in derogation or connected to any other terms mentioned in this Application.

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#### INTEREST FREE MAINTENANCE SECURITY (IFMS)/ MAINTENANCE CORPUS FUND

1. The Applicant acknowledges and agrees to pay the Interest-Free Maintenance Security (IFMS) to the Promoter or the Association of Applicants, as the case may be. This security amount for the maintenance of the project has not been included in the total price of the unit and will be paid separately by the Applicant.

#### MAINTENANCE

1. The applicant(s) agrees and understands that the Promoter either by itself or through a Facility Management Company ("FMC") appointed by the Promoter, shall carry out the maintenance and up keep of the Common Areas and facilities in the Project.
2. The applicant acknowledges and agrees that monthly recurring maintenance charges for upkeep and maintenance of the project, will be payable by the applicant from the due date of possession mentioned in the offer of possession letter as may be demanded by Association of Applicants, maintenance agency or Promoter as the case may be. Further Applicants accepts that these recurring maintenance charges are not included in the Total Price of the unit.
3. That the applicant(s) shall be liable to pay CAM charges as per the final demand letter to be sent by the Promoter before offering possession.
4. The applicant(s) accepts and agrees that after the receiving the occupancy certificate, and offering the possession of the Apartment to the applicant(s) the Promoter/ Maintenance Agency as the case maybe, shall start the maintenance of the Project, regardless the applicant(s) taking possession or the non-registration of sale deed for the respective Apartment. However, if there is any delay in taking handover of the common areas of the Project by the Association of Allottees, due to any unanticipated reasons in such case the applicant(s) shall remain liable to pay the maintenance charges as levied by the Promoter from time to time.
5. It is hereby clarified that the responsibility of up keeping the Apartment shall be the responsibility of the applicant(s).
6. The applicant(s) agrees and understands that the Promoter shall, subject to such Approvals as may be necessary and requirement of relevant discom, enter into an arrangement for bulk power supply to the Project to which the applicant(s) shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project and the applicant(s) has agreed that such power supply may be provided by the Promoter/ FMC. The applicant(s) agrees that such bulk power will be supplied to the Apartment and the applicant(s) agrees not to avail any other source of electricity /power for the Apartment. The applicant(s) here by confirms and agrees to pay all such electricity usage charges, plus all the applicable taxes, there on based upon actual consumption of electricity supplied from such source, to the Promoter/FMC as per the meter installed for the Apartment and also pay electricity connection & meter charges as specified herein. Electricity usage charges would be separately charged by the Promoter/FMC at such rate determined by the Promoter/FMC in accordance with the requirements of the relevant

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7. That the Promoter shall enable and the applicant(s) shall participate in the formation of an Association of Allottees in the Project as per Applicable Laws with the main object to transfer the common areas and to give hand over of the responsibility of maintenance/management of Common Area and Facilities and Amenities of the Project and/or with such other object or purpose and in such manner and to such extent as the Promoter and or Association of Allottees may decide from time to time keeping in view the best interest of the Allottees in the Project.
8. The Applicant(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Association of Allottees.
9. The applicant(s) agrees and understands that the Promoter may complete the Project tower/block/wing wise and may obtain part occupancy certificate for those completed tower/block/wing. The applicant(s) agrees to pay reasonable maintenance charges for maintaining the essential services of those completed parts of the Project for which part occupancy certificate has been obtained by the Promoter from the due date mentioned in offer of possession. In such case the CAM charges shall be charged as per actuals which might be over and above the CAM charges mentioned in the Details of Pricing herein above. If the applicant(s) fail to take possession on the offering of the letter of possession of such completed tower/block/wing, applicable holding charges and maintenance charges shall be paid by the applicant(s) until the applicant(s) takes actual possession of the Apartment.

#### **DISCLAIMER FOR SHOW/SAMPLE APARTMENT**

1. The Promoter may construct the Show/Sample Apartment in respect to the Project for sales purpose:
2. Standard Fittings: The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the sample Apartment may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Apartment agreed to be constructed. The Applicant(s) agrees to any consequential changes, change in the colour of the Window frames, fittings, elevation light, plants, railing/grill design, elevation elements, fixtures, road pattern, landscaping and visuals shown in brochure as per availability and suggestion of the architect and other consultants and changes that may occur in furtherance of the revised plan, so long as the same does not substantially affect the location of apartment.
3. Interiors: The Applicant(s) agree/s and undertake/s that the interiors, furniture, kitchenette and fixtures in the sample Apartment are provided only to give a vision of a furnished Apartment as per the advice of the interior designer. The layout of the show Apartment may have been changed at some places as per the advice of the interior designer.
4. Dimensions: The Applicant(s) also agree/s and understand/s that the dimensions and the area of the Apartment, which is agreed to be constructed, shall vary from the sample Apartment based on the floor, block and location of the Apartment.

#### **FIT-OUT WORK**

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1. The Applicant(s) agrees and undertakes that on receipt of offer of possession, if the Applicant(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the terms and conditions framed by the Promoter or Association of Applicants under guidance of certified engineer/architect as per the Applicable Law.

#### POSSESSION OF THE UNIT

1. That the Applicant acknowledges and agrees that the project comprises seven towers and that, in accordance with building bye-laws, the Promoter may apply for partial completion of the project. The possession of the Applicant's specific unit will depend on the partial completion of the tower in which the unit is located. Furthermore, the Applicant accepts that Certain facilities and amenities will be developed by the Promoter along with the construction of the remaining towers, upon obtaining partial completion for the tower in which the Applicant's unit is located, the Applicant will accept possession of the unit and will not raise any issues regarding the completion of the remaining towers, facilities and amenities in the project.
2. The Applicant acknowledges that, even after obtaining possession of the unit, further construction of the remaining towers, common areas, and facilities will continue. The Applicant shall not create any obstruction or difficulty in such construction and development, nor will he/she raise any issues regarding this ongoing construction.
3. The Applicant(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Apartment shall come to an end after the issuance of offer of possession to the Applicant(s) and the Promoter shall not be responsible and/or liable for any obligation towards the Applicant(s) for the possession of the said Apartment. If the Applicant(s) fail to take possession and delays to take actual possession, under such circumstances it shall be deemed that the Applicant(s) has taken possession of the said Apartment. During the period of the said delay by the Applicant(s), the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition.
4. In the event the Applicant(s) fails to take possession of the Apartment within such dates as mentioned in the offer of possession letter, then the Apartment shall lie at the risk and cost of the Applicant(s). The maintenance charges and the defect liability period shall commence from the due date mentioned in the offer of Possession letter. In addition to payment of interest for delayed payments, the Applicant(s) shall be liable to pay Holding Charges as mentioned in this Agreement.
5. The Applicant(s) shall be liable to pay holding charges in case the Applicant(s) fails to / delays in taking the possession of the said Apartment upon being offered possession by the Promoter at the rate of Rs. \_\_\_ per sq. ft. per month to be calculated on Carpet Area from the due date mentioned in the offer of possession letter till the actual possession of the Apartment by the Applicant(s). Such holding charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges as provided in this Agreement for Sale.

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## DEFECT LIABILITY

1. It is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the applicant, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by applicants falls under the provision of the act. However, in case any damage to the unit is caused by the applicant and/or any reasonable wear and tear and/or and/or improper maintenance and undue negligence on the part of the applicant(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.
2. Additionally, the Promoter shall not be liable in case of the following:
  - (i) Structural defects caused or attributable to the Applicant(s) by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
  - (ii) Structural defects occurring in the Apartment or Apartment that has undergone civil renovations, deviating from the original layout has been carried out by Applicant(s) without any intimation and grant of permit by Promoter as applicable.
  - (iii) In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned herein above) after the due date mentioned in the offer of possession letter, the Promoter shall not be responsible for the cost of re- instating and/or repairing such damage caused by the Applicant(s) and the Applicant(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

## CORRESPONDENCE / NOTICES

1. Any notice, demand or other communication to be served under this Application may be served upon the applicant(s) or the Promoter only by registered post with acknowledgment due or speed post or courier service or through email at the address provided in the preamble part of this Application for the applicant(s) and corporate office of the Promoter as provided in the preamble of this Application, or at such other address as may be notified in writing to the other party. All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the applicant(s) as mentioned above or any address later notified by the applicant(s), shall be a sufficient proof of receipt of the same by all the applicant(s) and shall fully and effectively discharge the Promoter of its obligations in this regard.
2. It shall be the responsibility of the applicant(s) to inform the Promoter by a Registered A.D. letter or by electronic mail about all subsequent changes, if any, in his/her/their address, email and phone number. Failing which all communications and letters posted at the first address will be deemed to have been received by applicant(s). In case of joint allotment, all communication, demand notices etc. shall be sent by the Promoter to the applicant(s), whose name appears first and at the address given by applicant(s), which shall for all purposes, be considered as served on all the applicant(s) and no separate communication shall be sent to

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the other named applicant(s). All e-mails sent by the applicant(s) to the Promoter on any matter, so as to be binding on the Promoter are required to be confirmed by a duly signed hard copy, sent by registered post separately.

#### DISCLOSURE

1. That the Applicant has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Landowner, development agreement and arrangements, subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar-Pradesh in this regard and to such other regulations and the Applicant has familiarized himself with all the aforesaid title documents, development agreement, power of attorney, undertakings, conditions etc.

#### OTHER GENERAL TERMS AND CONDITIONS

1. The Promoter and/or its affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon in any part of the Project till such time the Project is completed, and the Common Areas are handed over to the Association of Applicants. Further, the Promoter and/or its affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions, the Promoter and/or its affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other intellectual property of the Promoter at one or more places in the Project and/or any Common Areas, Amenities and Facilities and/or any Limited Common Areas and Facilities, and/or at the entrances and exits thereof. The Promoter and its affiliates have, shall always have and reserve(s), to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
2. The Promoter has displayed at the Project site the sanctioned plans, layout plans, along with specifications of the Project and the Applicant(s) has seen, understood and accepted the approved plans, specifications, amenities and facilities to be provided in the Project/Apartment and the time schedule of completion of the Project displayed at site. The Applicant(s) has/have inspected the copies of all the documents pertaining to the Project and the land upon which the Project is being developed and constructed. The Applicant(s) have satisfied it/them self with a detailed legal due diligence of the Project with the help of legal professionals.
3. The Applicant(s) agrees and accepts that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid towards the taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment, thereafter towards interest (if any) and then on the amount of current instalment.

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4. The Applicant(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Society, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Applicant(s).
5. That the said ownership rights in the said Apartment have been agreed to sold to the Applicant only for the purpose being specified by the Applicant at the time of purchase for Residential purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Applicant has further specifically agreed that he shall not himself use or permit any other person to use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Applicant and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Applicant from making a use prohibited by this Agreement.
6. That any explosives, combustible articles or any other articles which are inflammable shall not be stored by the Applicant under any circumstances in the said Apartment.
7. That the applicant shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Apartments and applicant shall not do or suffer anything to be done in or about the said Apartment which may tend to cause damages to any Common Area/ Roads/ Streets in the Project or in any manner or of any open space, garden/park, passage or amenities available for common use.
8. That the Applicant shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Applicant and to take them in its custody at the cost, risk and responsibility of the Applicant. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Applicant and no claim of any sort whatsoever shall be made by the Applicant against the Promoter in respect of such goods/things.
9. That the Applicant shall not at any time demolish the structure of the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Apartment or any part thereof.
10. The Applicant shall be permitted to carry out at his /her own cost but without damaging the main structure of the said Apartment as well as ceiling, etc. inside the premises of the Apartment, erection of internal partitions and other internal alterations and additions which are not visible from outside, as may be necessary for the residence of the Applicant. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Applicant shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

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11. The Applicant(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess, or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Applicant(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Applicant(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Applicant(s), the Applicant(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Applicant(s) pays the said amounts to the Promoter.
12. That neither the Applicant nor the occupant of the said Apartment shall put up any signboard, hoardings, publicity or advertisement material, outside the Apartment or anywhere in the Common Area / common Parts. The Applicant shall be allowed to put up his/her name-plate at the space provided by the Promoter for this purpose.
13. That the applicant shall carry out day-to-day maintenance of the said Apartment and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Apartment at its own costs without affecting and disturbing other Apartment/Units holders.
14. That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Apartment all the required allotments, requisitions, demands and repairs which are required to be complied with by any Prayagraj Development Authority/ Municipal Authority/ Government or any other Competent Authority including Maintenance Agency in respect of the said Apartment, at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
15. The Applicant(s) hereby agrees and understands that as per the building bye laws some area of the land should be kept reserved for commercial use like retail shops and other commercial part etc. and the same has been approved by the Prayagraj development authority or any other competent authority. Further, the Promoter is constructing commercial area as approved on the said land and holds the right as per the law to sell/transfer/assign/lease out the commercial space/part constructed on the said land to the third parties and the Applicant shall not have any right to claim or raise any objections for the same.
16. The Applicant(s) agrees and understands that except the Unit as described in attached hereto, the Applicant(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenience shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
17. The Applicant(s) has confirmed and assured to the Promoter that the Applicant(s) is aware about all the Applicable Laws on the project Land/Project/Unit.

Signature of First Applicant   
Proprietor

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Signature of Second Applicant (if any)

18. That, in case Promoter raise finance, loan from any financial institution/ Bank by way of mortgage/ charge securitization of receivable or in any other mode or manner by charge/ mortgage of the said project, such mortgage shall be subject to the condition that the rights and interest of the Applicant(s) in respect of the unit/apartment sold under this agreement shall not be affected and the said unit/apartment shall be free from all encumbrances at the time of registration of conveyance deed of the said unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Applicant(s).
19. The Applicant understands that the project comprises of parking spaces spread across the project. For day to day comfort of all the residents, the promoter will allot parking space for the exclusive use of each unit. The Applicant shall not use the Parking space for any other purpose. The Applicant agrees that the Parking Space (if allotted) to him/her is inseparable and an integral part of the said Apartment. The Applicant agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc. of the said Apartment under any of the provisions of this Agreement.
20. That the Applicant has specifically agreed that shall not be entitled in any way to prevent the promoter or his/her assignee or nominee and their workmen from carrying building materials in the said building or any other manner particularly in the course of construction or development or repairs, improvements, Alterations or additions in and to any part or portion of the said land or building by the promoter though such activity of the promoter may cause inconvenience or difficulties to the Applicant in the course of aforesaid construction or development. In case the promoter or his/her assignee or nominee desires to cause of earth cutting in any part of the vacant land or in any open space in any part of the land for the purpose of making any sort of underground facility or development, the Applicant shall not be entitled to raise any objection thereto and shall be bound to extend necessary co-operational though, it may cause inconvenience or difficulties to the Applicant in the course of such development. Further, the promoter in order to facilitate future construction or maintenance of the building at any time shall be entitled to fix any scaffolding or pedal for use of the workmen or for carrying of materials and the Applicant shall not raise any objection for inconvenience to him.
21. That the promoter and its nominee shall have the first lien and charge on the said premises in the event of the Applicant parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Applicant to the promoter and/or his/her nominees under this Agreement.
22. The Promoter alone shall be entitled to obtain the refund of various securities deposited by him during construction of the said units with various Government/Local Authorities for electric, water and sewer connection etc., if any paid by the Promoter.
23. The Applicant agrees and undertakes that there will be only one society/association for the project **TRIDHARA** and he/she shall join society/Association of Applicants as may be formed by the Promoter on behalf of the Apartment owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed

Signature of First Applicant

Proprietor

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Signature of Second Applicant (if any)



necessary by the Promoter for this purpose. The Applicant(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation.

#### SPECIFIC PERFORMANCE

1. The applicant acknowledges that the Promoter has made significant investments in the development of the Project. In the event of the Applicant's failure to perform any obligations under this Agreement, the Promoter shall be entitled to seek and obtain specific performance from a court of competent jurisdiction. The applicant agrees that in case the Promoter would suffer irreparable harm for which monetary damages would be inadequate, thereby justifying specific performance as an appropriate remedy in addition to any other legal or equitable remedies available to the Promoter. Further non insisting by the Promoter upon the strict performance of any of the terms, covenants, agreements, and conditions contained in this Agreement, or to exercise any option or right herein conferred, shall not be construed as a waiver or relinquishment for the future of any such term, covenant, agreement, condition, option, or right, but the same shall continue and remain in full force and effect.

#### JURISDICTION

1. The courts at Prayagraj shall, to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of or concerning this application, regard less of place of execution or subject matter of this Application.

#### DECLARATION

I/we declare that the above terms and conditions have been read/ understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form. I/We further undertake and assure the Promoter that in the event of rejection of my/our application for booking for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application qua the said unit. If any other Persons has signed this Application Form on my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of Applicant(s)

1. ....

2. ....

Signature of Applicant(s)

1. ....

2. ....

Accepted For: BRAND MARKETEERS

Signature of First Applicant

Proprietor

Signature of Second Applicant (if any)



Authorized Signatory

Date.....

Place.....

BRAND MARKETEERS

*havi ce*  
Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

## ANNEXURES

### ANNEXURE A: Applicant(s) Documents

- i. Booking amount cheque/draft/ Online Payment (NEFT/RTGS/IMPS) payment proof
- ii. Copy of PAN Card
- iii. Copy of Aadhar Card
- iv. For Company: Copy of Certificate of Incorporation, Memorandum and Articles of Association and certified copy of Board Resolution authorizing the person executing the Application.
- v. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent /authorization from all the partners and written authorization in favor of the person/partner executing the Application.
- vi. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR Account.
- vii. For NRI: Copy of passport and payment through their own NRE/NRO Account/FCNR Account.
- viii. Four photographs of each Applicant.
- ix. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Driving License/Aadhar Card etc.
- x. Specimen signatures duly verified by bankers (in original).

BRAND MARKETEERS  
*haji*  
Proprietor

**ANNEXURE B: Construction linked Payment Plan**

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	On Booking	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

**Note:** First demand which shall be raised by the Promoter after completing the booking amount (      % of total price) and registration of the Agreement for Sale, shall be a cumulative amount of the construction stages that would have already been completed at the time of raising the demand of payment as per the stage wise construction linked payment schedule.

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Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)



**ANNEXURE C: Specifications of the Apartment/Plot)**

Particulars	Specification
Structure	
Walls	
Toilets	
Staircase	
Living/Dining / Bedroom Flooring	
Kitchen	
Balcony / Deck	
Doors	
Windows	
Air- Conditioning	
Electrical	

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*hijia*  
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Signature of First Applicant

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Signature of Second Applicant (if any)

**ANNEXURE D: List of Amenities and Facilities in Common Areas and List of Limited Common Areas**

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*hrije*

Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)

**ANNEXURE E: Floor and Unit Layout Plan**

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*hoyee*  
Proprietor

Signature of First Applicant

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Signature of Second Applicant (if any)