

APPLICATION FORM FOR BOOKING OF PLOT

Date:
Provisional Plot No

To,

M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED
(A Company Registered under The Company Act, 1956)
Site Office at: K.No. 606, Tila Shahbazpur
(Opp. BPCL Gas Filling Plant), Ghaziabad-201102 (U.P.)

RERA Registration No.....

I/ We the under mentioned person(s) am/are interested to buy a Plot of size
measuring Saleable Area.....Sq.Yds. (.....Sq. Mts.)
in your project namely_____located at
K.No. 606, Tila Shahbazpur, Ghaziabad-201102 (U.P.) and furnish my/our
particulars as under:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D of.....

Date of Birth.....Profession/Service.....

Designation.....Nationality.....

Marital Status.....No. of Children.....

Residential Status:

Resident Non-Resident Foreign National of Indian Origin

Residential/Permanent Address.....

.....

.....

.....

Office Address.....

.....

.....

Telephone Res.....Telephone Office.....

Mobile No.....WhatsApp No.....

E-mail ID.....

Income Tax Permanent Account No

Passport No.....Aadhaar Number.....

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

2. SECOND APPLICANT

Mr./Mrs./Ms.....
S/W/D of.....
Date of Birth.....Profession/Service.....
Designation.....Nationality.....
Marital Status.....No. of Children.....
Residential Status:
 Resident Non-Resident Foreign National of Indian Origin
Residential/PermanentAddress.....
.....
.....
Office Address.....
.....
.....
Telephone Res..... Telephone Office.....
Mobile No.....WhatsApp No.....
E-mail ID.....
Income Tax Permanent Account NoPassport No.....Aadhaar Number.....
Relationship with first applicant.....

3. IN THE NAME OF PARTNERSHIP FIRM/COMPANY/LLP

M/s.....A partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at.....through its partner authorized by along with firm resolution Shri/SmtS/D/W/o Shri/Smt.....(Copy of the resolution signed by all Partners required). PAN/TIN:.....Registration No)
Telephone Nos..... Mobile No.....
WhatsAppNos.....Email ID.....

OR

M/s.....a Company registered under the Companies Act, 1956, having its corporate identification no and having its registered office at..... Through its duly authorized signatory Shri/Smt S/D/W/o Shri/Smt Authorized by Board resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).
PAN No..... Telephone Nos.....
Mobile No.....WhatsAppNos.....
Email ID.....

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

OR

M/s.....A partnership firm
duly registered under the limited liability partnership Act 2008, having its registered office at.....

.....through its partners authorized by along with firm resolution
Shri/Smt.....S/D/
W/o Shri/Smt.....(Copy of the
resolution signed by all Partners required).

PAN/TIN.....Registration No.....)
Telephone Nos..... Mobile No.....
WhatsApp Nos.....Email ID.....

4. ADDRESS FOR CORRESPONDENCE.....

.....

RTGS/NEFT Details:

- **Beneficiary Name:**
- **Bank Name:**
- **Branch Address:**
- **Account Number:**
- **IFSC Code:**

5. EARNEST MONEY: 10% of the total cost of the Plot.

6. DETAILS OF APPLICATION MONEY:

Rs.....Cheque No./DD No./ RTGS No. Date.....

7. DETAILS OF COST

Name of Applicant:

Provisional Plot No.:.....

Area: Sq. Yds. **Sq.Mts.**

Price Details

1. Basic Sale Price: Rs.....

2. One Time Charges

- Internal Development Charges
- External Development Charges
- Electrification & Transformer Charges
- Electricity Installation Charges

Total One Time Charges: Rs.....

3. Preferential Location Charges (PLC) (IF ANY): Rs.....

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

8. TOTAL COST OF PLOT

Rs. (in words.....) (*Sum of Point 1 to 3)

**GST is subject to Govt. Norms and might change depending on Govt. Policies.*

The Total of cost of PLOT is exclusive of Two years maintenance charges and Interest Free Maintenance Security as mentioned in Clause 10, 11 and 12 respectively of this Application Form.

*Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.

*GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.

Note: Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED payable at Noida. A/c payee Cheque should be of Delhi NCR or at par.

9. TWO YEAR MAINTENANCE CHARGES (Inclusive of GST @18%): Rs.....

10. The water charges and common area electricity charges are in addition to the maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by applicant(s) himself.

11. IFMS* (Interest Free Maintenance Security) Rs(payable at the time of offer of possession).*This amount is transferred to RWA/AOA at the time of Project handover as per the norms of Agreement to Sale/Memorandum of Transfer (MOT) signed with registered RWA/AOA, after deduction of UPPCL security deposit (if any).

12. PAYMENT PLAN: As per Annexure.

13. DETAILS OF PROPERTY:

Provisional Plot No.	
Saleable Area in Sq. Yds. / Sq. Mts.	

14. SOURCE OF PAYMENT:

- i) Self Funding []
- ii) Home Loan []

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

- I/We have clearly understood that notwithstanding the fact that the Company may have issued an acknowledgement of having received application amount/Earnest money, I/We do not become entitled or can claim any right of Allotment of the said Plot unless it is confirmed by the company in writing.
- I/We are aware that the Company M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED is the owner and in vacant and actual possession of the land parcel situated at Khasra No. 606, Tila Shahbazpur, Ghaziabad-201102 (U.P.) having a total area admeasuring approx. 12030 square meters.
- I/We are aware that the Company is the owner of the land registered in its name vide Registry/Sale Deed Dated: 13/09/2012 bearing Registration No. 33320 in Bahi/Book No.1, Jild/Volume No.22139 on Page 31 to 396 before the Sub Registrar, Ghaziabad.
- In the event of the Company agreeing to allot the Said Plot to me/us, I/We agree to pay further installments of the Consideration and all other dues as stipulated in the application/Payment Plans, failing which the application/ Allotment shall be treated as cancelled and Application Money or Earnest Money (whichever is higher) paid by me/us shall stand forfeited in favor of the Company.
- I/We have clearly understood that in case I/We decide not to continue with the booking and the same is communicated in writing to the company within 15 days of signing of this Application Form then the amount paid by I/We against the Provisional Plot allotment shall be refunded without any deduction. In case I/We decide not to continue with the booking and the same is communicated in writing to the company after 15 days of signing of this Application Form then company shall be entitled to deduct the Earnest Money paid by me/us and taxes deposited with the government. After this deduction, balance amount (if any) will be refunded to us/me.
- I/We have seen all the documents of approvals, project layout & specifications etc. pertaining to the aforesaid Project and am/are fully satisfied about the title and rights of the said company in respect of the aforesaid Project.
- Any dispute with regard to application or allotment shall be subject to arbitration by a sole arbitrator appointed by the Company only.

15. CHANNEL PARTNER (COMPANY NAME)/ (BROKER(s) OR DIRECT SALES TEAM (EXECUTIVE NAME)

RERA Number of Channel Partner

16. ELECTRICITY METER..... (K.V.A.) through single point connection/multi point connection.

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

Note: At the time of obtaining Completion Certificate/ Occupancy Certificate, Company will apply for electrical connection, at that time there can be two scenarios:

- a) **Single Point Connection:** In this case company shall provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at time of hand over the maintenance and common area of the project to AOA and its fixed and variable charges shall be paid by the allottee(s) and its rates shall be decided at the time of Offer for Possession upon prevailing tariff.
- b) **Multi point Connection:** In this case company shall provide the infrastructure for electricity in the Condominium and allottee(s) will apply directly for electricity connection to Competent Authority/ UPPCL. Its meter cost, installation cost and Security Deposit shall be borne by allottee(s) himself/herself/themselves and its fixed and variable charges shall be paid by the allottee(s) and its rates shall be decided at the time of Offer for Possession upon prevailing tariff.

The electrical installation/ transformers/ E.S.S. equipments and cabling shall be designed with 60% diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.

17. All rules & regulations of RERA shall be applicable.

18. Annexure:

- **Payment Plan**
- **Project Layout Plan**

For.....

M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED.

(Authorized Signatory)

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

FOR OFFICE USE ONLY

Check List for Receiving Officer:

- (a) Earnest Money/ Application Money cheques/drafts/ RTGS
- (b) Customer's signature on all pages of the application form
- (c) Photographs of the applicant(s)
- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60
- (e) Aadhaar Card No. & Copy of Aadhaar Card
- (f) Copy of the Cancelled cheque of each Applicant
- (g) For Companies: Memorandum & Articles of Association & Certified copy of Board Resolution
- (h) For Partnership Firms: Photocopy of Firm Registration and Partnership Deed
- (i) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c
- (j) For NRI: Copy of Passport & Payment through NRE/NRO A/c
- (k) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

RECEIVING OFFICER:

Name..... Signature..... Date:

Sales Rep.	Received by (Inventory)	Checked by (C R M)	Checked by (Audit Deptt.)
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Signature	Signature	Signature	Signature
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Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM

The Applicant(s) agrees to the following:

1. The Company has registered this Project named and styled as _____ ('Project') with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. is _____ & for detailed information & any references the website link is www.up-rera.in.
2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Company. The Applicant(s) is applying for allotment of the Plot in the Project (i.e. within the Project) proposed to be developed by Company with full knowledge of all the laws/notifications and rules applicable to the Project being located at Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Company in the Lands forming the integral part of the Project Land and has understood all limitations and obligations of Company in respect thereof.
3. The Applicant(s) acknowledges and confirms that the Company has provided all information, clarifications and documents in relation to the said Project. The Applicant(s) further acknowledges that he has seen all documents / papers in relation to the Project, including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Company over the Project Land.
4. The Applicant(s) understands that his rights, title and interest in the Plot to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the Agreement to Sale. The Applicant(s) shall have all rights and entitlements in respect to the Plot; along with right to use the common areas and facilities (other than those reserved /restricted for any other owner / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Company to third parties as permitted under Applicable Laws). It being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Project guidelines to be formulated by Company and which shall be provided under the Agreement to Sale and the Applicable Laws.
5. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the Company/ its nominated agency from time to time and applicant(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the project means amenities developed M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED particularly for the project i.e. _____ which is located at Site: Khasra No. 606, Tila Shahbazpur, Ghaziabad-201102 (U.P.). That the applicant also understand that by buying the Plot with the company, applicant(s) shall not get any right on the amenities/ facilities in the adjacent projects/areas.
6. The Applicant(s) is fully satisfied with the cost of the Plot and has agreed to pay all the payments / amounts as per the agreed / applicable payment plan. The Applicant(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

that the Company will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be a sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Company.

7. It is understood by the Applicant(s) that 10% of the Cost of Plot, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/her obligations under this Application and later as per the Agreement to Sale. The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.

8. The Applicant(s), undertakes to sign & execute Agreement to Sale after completing 10% of the total cost of the Plot and in case, Applicant(s) opts for cancellation of booking before signing the Agreement to Sale or does not come forward for signing or executing the same while making lame excuses even after giving two notices of 15 days each by the company, in that case, the Company without prejudice to any other rights, shall be entitled to forfeit earnest money along with the amount of tax deposited with the government.

9. In case the Applicant makes defaults in completing the earnest money after depositing part payment and does not respond on emails and calls, in that case after expiry of 30 days from deposit of this part payment, the Company is entitled to forfeit his deposited amount and free to sell this Plot to any other party. The condonation of delay and Continuation of this Plot is at the discretion of the Company with deposit of required penalty and interest charges.

10. All outstanding amounts payable by any party under this transaction shall carry such applicable interest at the rate of (i) 1% (one percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum.

11. Any request for endorsement / transfer will not be entertained by the company before execution and signing of Agreement to Sale. Request for endorsement / transfer shall only be entertained by the company after payment of 50% of the total cost of the Plot and it shall be at the sole discretion of the Company and subject to payment of applicable charges. In case the company approves endorsement / transfer Applicant(s) will have to pay required endorsement / transfer charges which would be Rs _____/- per Sq. Mts. plus taxes. Endorsement / transfer shall keep on changing from time to time.

12. The name addition and deletion of blood relations of the Applicant(s) will be accepted and Applicant(s) will have to pay required administrative charges which are at present Rs _____/- per Sq. Mts. plus taxes. Administrative charges shall keep on changing from time to time.

13. Any Additional Compensation / Ganga Water Charges / Metro Cess / Flyover or Elevated Road Cess / Farmer Compensation / Shelter Charge / Development Charges or any increase in price (if any) payable to GDA or any Govt. Authority or any part of it if required to be paid by Company after the date of booking, as a consequence of any order from any Court of competent jurisdiction or as

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

directed by the govt. authority shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the proportionate share of the same without any demur and shall not raise any objection for the same.

14. The Applicant(s) agrees and undertakes to pay all charges as demanded by the company towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities etc. as may be levied by Company or RWA/Owner Association of Plot Allottees of the Project or by the maintenance agency / property manager appointed for the said purpose by Company. The Applicant acknowledges that Company is entitled to charge advance maintenance charge for a period of 2 (Two) years which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession or actual possession whichever is earlier.

15. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Company shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Earnest Money along with Non-Refundable taxes. However, Company may, at its sole discretion, defer its right to cancel the booking by charging cheque dishonor charges of Rs. 2,000/- for the first default provided the Applicant(s) promptly pay all the due amount along with interest within limited period of 15 days. After a period of 15 days company shall have the right to cancel the Booking and forfeit the Earnest Money along with Non-Refundable taxes.

16. The Company is absolutely free and competent to offer the possession of Plot on the basis of Deemed Completion as envisaged Uttar Pradesh Urban Planning and Development Act, 1973 and building by-laws of Uttar Pradesh Ghaziabad Development Authority. The expression 'Deemed Completion' shall mean if the completion certificate is not issued by the prescribed sanctioning authority within three months of submission of the application by the company with all required NOC's, the same shall be qualified as deemed completion.

17. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Company and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly excluded from agreed possession date.

18. The Applicant(s) is aware that for the purposes of maintenance and management of the Project, the Company would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Company may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Company may also retain some portion / Plots in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same. The applicants(s) is also aware that some portion of the maintenance charges shall be transfer for maintenance of Project.

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

19. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address or WhatsApp Number provided by the first named Applicant, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). For any kind change in the mailing communication address or WhatsApp numbers of the Applicant(s), the Applicant(s) shall inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by Company to the address or WhatsApp numbers already in the records of the company shall be deemed to have been received by all the Applicant(s).

20. In the case of joint application for the Plot, all payments/ refund to be made by the Company to the joint applicant(s) under the terms of the transaction documents which shall be valid discharge of all liabilities of the company towards all such joint Applicants.

21. In case the Competent Authorities grant any additional FAR / construction rights over the Project Lands, the same shall be available to the Company.

22. 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 Company, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Company on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.

23. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to provisional application of the Plot are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Company with such permission/approvals/no objections to enable the Company to fulfill its obligations under this Application and Agreement to Sale. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by Company to the address or WhatsApp numbers already in the records of the company shall be deemed to have been received by all the Applicant(s).

24. The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Plot is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or

Signature of First Applicant

Signature of Co-Applicant

Date:

Date:

evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Applicant(s) further declare(s) and authorize(s) the Company to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant(s) further agree(s) and confirm(s) that in case the Company becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company shall at its sole discretion be entitled to cancel/terminate/reject this Application. Upon such termination the Applicant(s) shall not have any right, title or interest in the Plot neither have any claim/demand against the Company, which the Applicant(s) hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant(s) shall be refunded by the Company to the Applicant(s)/Statutory authority as per the circumstances & orders issued by Authority and after this, applicant(s) shall not have any claim against the Company for respective property.

25. The Applicant hereby confirms that he is fully aware of the payment plan adopted by him and he agrees to fully comply with it.

26. The terms and conditions mentioned herein indicative in nature. The detailed terms and conditions contained in the Agreement to Sale shall follow this Application.

27. The Applicant(s) shall sign all the pages of this Application in token of his acceptance of the same. The Applicant(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the Company. The Applicant(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

28. That Applicant(s) are fully aware that M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED has not authorized any person or company to collect the payment on their behalf. All the payments against my/our booking will be made only to M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED and its affiliated companies. M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED shall not be responsible for payments made to any other party other than the M/s PRITHVEELINK DEVELOPERS PRIVATE LIMITED.

Signature of First Applicant

Date:

Signature of Co-Applicant

Date:

CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents and terms and conditions of this application form and the Annexures. I/We hereby agree, accept and undertake to abide by all the terms and conditions as stipulated in this application form.

Signature.....

Name.....

Allottee/s)

Date.....

Place.....

Signature of First Applicant

Signature of Co-Applicant

Date:

Date: