

**APPLICATION FORM FOR THE ALLOTMENT OF A "PLOT" AT
'HIGHWAY CITY-17 SATYA KUNJ', BARAUT, BAGHPAT, UTTAR PRADESH**

For Official Use: Application Form No. Customer ID

Customer Name.....

Plot Number Marketing Executive/Broker.....

Customer Type: ☐ Individual ☐ Ltd. Company ☐ Pvt. Ltd. Company ☐ Proprietorship ☐ Partnership Firm ☐ HUF ☐ NGO/Charitable Trust

M/s ABV BUILDTECH LLP
168/20, Moh. Arjun Puram,
Baraut, Baghpat, Uttar Pradesh - 250611

Dear Sir,

The Applicant(s) have examined the plan of Real Estate Project named as **"Highway City-17 Satya Kunj"** to be developed by M/s ABV BUILDTECH LLP (herein referred to as **"Company"**) on land situated at Khasra Number 178 Mi & 179, Village Shahpur Badauli, Paragna and Tehsil Baraut, District Baghpat, Uttar Pradesh - 250611 area ad-measuring 20428.80 Sq. Mts. (24432.64 Sq. Yds.) (hereinafter referred as **"Project"**) hereby apply for allotment of a residential Plot therein.

The Applicant(s) agrees and confirms to sign the Allotment Letter/ Plot Buyers Agreement in entirety. The Applicant(s) agrees to abide by the basic terms and conditions attached to this Application Form and also agrees to sign and execute, as and when desired by the Company, the Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale on the Company's standard format and the Applicant(s) further confirms that he/she has read and perused the Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale, containing the detailed terms and conditions and in addition, the Applicant(s) further confirms to have fully understood the terms and conditions of the Allotment Letter / Plot Buyers Agreement/ Agreement for Sale (including the Company's Limitations) and the Applicant(s) is agreeable to perform Applicant(s) obligations as per the conditions stipulated in the Application Form and the Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale. Thereafter the Applicant(s) has applied for allotment of a Plot in the said Project and has requested the Company to allot a Plot. The Applicant(s) has accepted the specifications of Plot and shall pay Total Cost/Total Sale Consideration of Plot which includes a). Basic Sale Price and PLCs, b). Other Charges include Development Charges (internal and external), c). Additional Cost, i.e., Interest Free Maintenance Security (IFMS), d). Government Charges, GST, other taxes etc. but will be excluded the applicable stamp duty charges, registration charges, legal expenses, etc. as per Annexure-A and the Payment Plan. The Applicant(s) encloses herewith a sum of Rs. _____/- (Rupees _____Only) by Bank Draft/ Cheque No. _____ dated _____ drawn in favour of the Company towards the booking amount, being part Earnest Money (10% of the Total Cost of Plot). The Applicant(s) clearly understand that this application does not constitute an agreement to sale and Applicant(s) do not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application. It is only, after the Applicant(s) sign and execute the Allotment letter, Addendum to the allotment letter, Buyers Agreement and/or such other documents as may be required by the Company (depending on the option availed) the allotment shall become final and binding upon the Applicant(s). The Applicant(s) agrees, consents and authorizes the Company to cancel the allotment/ booking, at the sole discretion of the Company, if the Applicant(s) fails to execute and return the Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale within thirty (30) days from the date of its dispatch by the Company and on such cancellation, the Applicant(s) consents and authorizes the Company to forfeit the Earnest Money (hereinafter defined) along with other Deductible/Non Refundable Amounts (hereinafter defined).

The Applicant(s) agrees that if the Company allots the said Plot (hereinafter defined) then the Applicant(s) agrees to pay the Total Sale Price (hereinafter defined) and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the Company or in accordance with the terms of this Application Form/ Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale.

The Applicant(s) particulars are given below:

Signature of Applicant(s)

X

X

First Applicant's Details (if any)**To be filled in BLOCK LETTERS.***First - APPLICANT DETAILS** (Leave a Space Blank between two consecutive words)**Customer Name:****S/o, W/o, D/o, C/o:****DOB/DOI:****Profession:****Designation:****Company/ Firm Name:****PAN*****AADHAR CARD NO:****Gender:**Affix a Recent
Colored Passport
Size Photograph of
the Applicant and
Sign Across it.**Phone No (Residence):****Office No.****Mobile No.:****Fax No.****Email ID:****Permanent Address:****City****State****PIN****Country****Office Address:****City****State****PIN****Country****Correspondence Address:****City****State****PIN****Country***Kindly Tick (✓) the Relevant Box***Residential Status:**

Resident

☐

Non Resident

☐

Person of Indian Origin

☐

Foreign National

☐**Marital Status:**

Married

☐

Unmarried

☐**No. of Children****Professional Details:****a. Industry:**☐ IT☐ IT-ES/BPO/KPO☐ Manufacturing☐ Financial Services☐ Telecom☐

Retail

☐ Hospitality Services☐ Medical/ Pharmaceutical☐ Media/Entertainment☐ Travel /Transport☐ Others, Please Specify.....**b. Annual Income:**

<15 Lakhs

☐

15-20 Lakhs

☐

20-30 Lakhs

☐

30-50Lakhs

☐

50 Lakhs & >

☐

Date:

Place:

**Copy of PAN Card to be attached mandatorily*

Signature of Applicant(s):

Co Applicant's Details (if any)

**To be filled in BLOCK LETTERS.*

Co - APPLICANT DETAILS *(Leave a Space Blank between two consecutive words)*

Customer Name:

S/o, W/o, D/o, C/o:

DOB/DOI:

Gender:

Profession:

Designation:

Company/ Firm Name:

PAN*

Relationship with the First Applicant:

Affix a Recent
Colored Passport
Size Photograph of
the Applicant and
Sign Across it.

Phone No (Residence):

Office No.

Mobile No.:

Fax No.

Email ID:

Permanent Address:

City

State

PIN

Country

Office Address:

City

State

PIN

Country

Correspondence Address:

City

State

PIN

Country

Kindly Tick (✓) the Relevant Box

Residential Status:

Resident ☐

Non Resident ☐

Person of Indian Origin ☐

Foreign National ☐

Marital Status:

Married ☐

Unmarried ☐

No. of Children

Professional Details:

c. Industry:

☐ IT

☐ IT-ES/BPO/KPO

☐ Manufacturing

☐ Financial Services

☐ Telecom ☐

Retail

☐ Hospitality Services

☐ Medical/ Pharmaceutical

☐ Media/Entertainment

☐ Travel /Transport

☐ Others, Please Specify.....

d. Annual Income:

<15 Lakhs ☐

15-20 Lakhs ☐

20-30 Lakhs ☐

30-50Lakhs ☐

50 Lakhs & > ☐

Date:

Signature of Applicant(s):

Place:

**Copy of PAN Card to be attached mandatorily*

X

X

Second /Co-Applicant Signature

(Signature should be within the Box)

DETAILS OF PLOT:

Plot No:					Total Area in Sq. Mts. /Sq. Yds.:				
----------	--	--	--	--	-----------------------------------	--	--	--	--

DETAILS OF PRICING:

	Rate List (Sq. Mts.) in Rupees	PRICE TO BE PAID IN Rupees																				
A. Basic Sale Price (BSP)/Basic Sale Price of the Plot																						
Basic Sale Price (BSP)	Rs <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
B. Additional Cost																						
Addition Charges / Development Charges (if any)	Rs <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
Interest Free Maintenance Security (IFMS)	Rs <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
C. Govt. Charges																						
Other Taxes and Cess, Stamp Duty, other expenses (as applicable) *	As and when demanded by the company	As and when demanded by the company																				
Total Sale Price*/Total Amount *(A+B) *	Rs <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
Amount in Figure																						
Amount in Words																						
Plan Details (Tick whichever is applicable):																						
a. CLP	<input type="checkbox"/>	b. Down Payment Plan	<input type="checkbox"/>	c. Flexi payment Plan	<input type="checkbox"/>																	

Mode of Booking: a. ☐ Direct b. ☐ Broker c. ☐ Employee Referral Employee Name: _____
Employee Code: _____

Broker Information:

Broker Name:		Broker Code:	
Broker Address:			
Broker Contact No.		Broker Signature With Seal:	

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we shall be liable and responsible for cancellation of booked Plot by the Company, if the enclosed document/ information found to be untrue, incorrect or forged. Any allotment against this application is subject to the terms and conditions attached to this Application Form and that of the Allotment Letter / Plot Buyers Agreement/ Agreement for Sale, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we have applied for the allotment of the aforesaid Plot through my/our aforesaid broker and I/we shall be liable and responsible for any action/inaction of aforesaid broker in respect of aforesaid Plot, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Plot then I/we shall provide NOC from my/our aforesaid broker.

इस हस्ताक्षर में वर्णित सभी तथ्यों व शर्तों को मुझे/हमने हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर फेरवड़ा की बिना किसी शर्त व अवयवपत्ती के मैंने/हमने इस हस्ताक्षर पर अपने हस्ताक्षर/सहस्यक्षर किये हैं।

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

2. _____

2. _____

Note: i) All Cheque/ Drafts to be made in favor of "M/s ABV BUILDTECH LLP" payable at par only.

ii. **Persons Signing the Application Form on Behalf of other person/firm/company shall file proper Authorization/Power of attorney.**

iii) Other Fresh Charges, Govt. Charges, GST, other Taxes and Cess shall be payable by the Applicant(s) as and when demanded by the Company.

BROKER DECLARATION

(*o be filled by the Broker in case of Broker Booking)

I _____ authorized signatory of M/s. _____ having Broker Code _____, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or fake and resultant cancellation of booked Plot by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

.....
Signature of the Broker with stamp

Signature Specimen

First Applicant Signature	
Specimen One	Specimen Two
Co/Second Applicant Signature	
Specimen One	Specimen Two

CHECKLIST

- Application Form shall be filled in entirety with 2 photographs and duly signed by the Applicant(s). ☐
- Applicant(s) signature on all pages of application form and payment plan is mandatory. ☐
- Cheque for booking amount shall be issued in favour of "M/s ABV BUILDTECH LLP". ☐
- Self-attested copies of PAN card and Aadhar Card of all applicants to be attached with the form. ☐
- Self-attested copy of Passport for all foreign Nationals of Indian Origin to be attached with the form. ☐
- Address Proof /Aadhar Card and other relevant documents are attached with the form. ☐
- For Companies: Certified copies of MOA & AOA and Certified true copy of the Board Resolution. ☐
- For Partnership Firm: Partnership deed and authorization to purchase the Plot under this project. ☐
- Authorization/ POA duly attested where a person is signing the application Form on someone's behalf ☐

Remarks (if any):

Booking Concession (if any): _____

Booked By

Checked By

Approved By

Terms & Conditions

1. The Applicant(s) has applied for allotment of Plot in the Real Estate Project named **"Highway City-17 Satya Kunj"** to be developed by M/s ABV BUILDTECH LLP (herein referred to as **"Company"**) on land situated at Village Shahpur Badauli, Paragna and Tehsil Baraut, District Baghpat, Uttar Pradesh - 250611 admeasuring 20428.80 Sq. Mts. (Hereinafter referred as **"Project"**) hereby apply for allotment of a Plot therein. (Hereinafter referred to as the **"Plotted Land"**).
2. The Company is fully competent to execute and accept this Application Form and all the legal formalities with respect to the right, title and interest of the Company regarding the said Land on which Project is to be constructed have been completed.
3. The Applicant(s) hereby give Company consent for change (decrease/ increase) in the area of the said Plot, change in its dimension, size, location, number, boundaries etc. only as per RERA norms. The final size, location, number, boundaries etc. shall be confirmed by the Company on execution of Allotment Letter/ Plot Buyers Agreement/ Agreement for Sale. In case of increase and/or decrease in the area of the said Plot up to $\pm 3\%$, the payment of the plot shall be increased and decreased, accordingly.
4. Subject to the other terms and conditions of this Application Letter and/ or Plot Buyers Agreement/Allotment Letter/ Agreement for Sale, on and after the payment of the Total Cost/Total Sale Consideration of Plot and other charges and dues as per the Application and/or Agreement/Allotment Letter, the Applicant shall have the: i) ownership of the Said Plot only; ii) the right to use common areas and facilities along with the other Plot owners/Allottees.
5. The Applicant(s) agrees that the Applicant(s) shall not have any right in any other plots/premises/Units/buildings, residential flats, Park, Club House, Swimming Pool, if any, to be constructed/situated in the Said Project. The Company shall have absolute rights and ownership and shall be free to dispose of the same on such terms and conditions, as it may deem fit.
6. The Applicant(s) understand and agrees,
 - 6.1 That the payment plan opted by Applicant(s) and the Applicant(s) further agrees that timely payment of installments of Basic Sale Price and Other Charges, allied/ additional cost, Govt. levy etc. pertaining to the said Plot is the essence of the terms of the booking.
 - 6.2 The Applicant(s) agrees to make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-A and/ or as may be demanded by the Company from time to time.
 - 6.3 The Applicant(s) agrees that the Company is under no obligation to send demand/ reminders for payments and the Applicant(s) can check the status of Development from Company Website or by calling Customer Care or visiting the project site himself at their own expense and costs.
 - 6.4 If the Applicant(s) fails/ defaults in making payment of due amount within the stipulated period or if the tendered cheque or draft got dishonored by Applicant(s) banker, then the Company shall have rights mentioned herein below:
 - 6.4.1 to keep on abeyance/ suspension of the booking or cancel the allotment of the said Plot;
 - 6.4.2 to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments and other deductible/non-refundable amount such as a) amount to be paid/or paid to Broker, b) any tax, govt. cess or other amount paid to Authority or Government.
 - 6.4.3 to re-allocate the provisional allotment of the said Plot which includes change in area and location of the said Plot.
 - 6.5 In case of any cancellation for whatsoever reason, other than default of the Promoter, the Earnest Money shall be deducted from the amount paid by the Applicant(s)/Allottee(s) for the purpose of refund. The Earnest Money shall always be 10% (ten percent) of the total cost of the Plot.
 - 6.6 If the Company opts to exercise the rights mentioned in sub-clause (6.4.1.) and (6.4.2.) as above, then the balance amount after aforesaid deductions shall be refundable to Applicant(s) without any interest, after the said Plot is allotted to some other intending Applicant(s) and after compliance of certain formalities by the Applicant(s).
 - 6.7 If the Company opts to exercise the rights mentioned in clause (3) as above and as a result thereof, there are any changes in size etc. of the said Plot, then the price towards increase/decrease of re-allotted Plot shall be dealt (paid/adjusted) in a manner detailed in this Application Form.
- 6.7 Further, if any concession, in whatsoever way, has been given by the Company in the Basic Sale Price/payment term to Applicant(s) in lieu of Applicant(s) consensus for timely payment of installments and other charges/other allied/ additional cost, then the Applicant(s) hereby authorize the Company to withdraw such concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Applicant(s) hereby agrees to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18 % p.a. thereafter on all outstanding dues from their respective due dates.
The payment plan is annexed herewith as Annexure-A.
7. The Applicant(s) hereby agrees that in case of cancellation of booking of the said Plot, the Applicant(s) will submit 'No Objection Certificate' from the concerned broker, if the Applicant wants no deductions on account of Brokerage paid to the Broker in "refund amount" after forfeiting earnest money and other non-refundable amount, if any.
8. The Applicant(s) agrees to make all payments within time in terms of schedule of payments as mentioned in Annexure-A and/or as may be demanded by the Company from time to time without any reminders from the Company through demand drafts/ cheques drawn upon scheduled banks in favor of "M/s ABV BUILDTECH LLP" payable at par. The Applicant(s) further agrees that in case the Applicant(s) makes any payment towards the said Plot from any third-party account, then the Applicant(s) shall ensure that there would be no claim by such third party in the said Plot against the payment made from third party account and the Applicant(s) further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and Applicant(s) in any manner whatsoever. In the event, the Applicant(s) makes any payment through any third-party account then the Applicant(s) hereby agrees to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by Applicant(s) from third party account. The Applicant(s) further agrees that, all payment shall be always made to Authorized Representative, authorized for this purpose only and after taking valid receipt from such Authorized Representative. Any payment made to broker, other employee of the Company shall not have any binding effect on the Company. Further if Applicant(s) wants to withdraw the Booking or this application, then he can do so within 30 days of date of submission of this Application Form. The Applicant(s) will get full refund of amount paid to the Company in this case, i.e., without any deduction from the Company. Afterwards, if Applicant(s) withdraws his booking then, the same is permissible at the sole discretion of the Company and the Company can only permit after forfeiture of the Earnest Money along with other deductible and non-refundable amount as stipulated in this Application Form after the said Plot is allotted to some other intending Applicant(s) and after receipt of payment from that new intending Applicant(s) and after compliance of certain formalities by the Applicant(s).
9. The Applicant(s) agrees that the offer for allotment of the said Plot and subsequent confirmation thereof (upon fulfillment of the conditions of the allotment) shall be subject to the permissions granted by Concerned Authority and the usage of the said Plot and construction thereon shall be subject to approval of plan of the said Plot by the Competent Authority as per terms conditions, rules and regulations of Concerned Authority and shall also be

Signature of Applicant(s)

X

X

subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Plot. The Applicant(s) further agrees that irrespective of the size of the Plot to be allotted through Allotment Letter, the construction thereon can only be done in the area approved in zoning plan. If the concerned Authority may impose the certain restriction/ permission towards built up area on the said Plot, in such eventuality the Applicant(s) shall be liable to comply with such restriction/ permission to its fullest extent.

10. The Applicant agrees that the present Application Form and provisional Allotment is non-transferrable/non-assignable. However, the Company may entertain any transfer /substitution/assignment request of the provisional allotment as per the demands and terms of the Company. The permission to allow transfer shall be at the sole discretion of the Company, which may grant or refuse permission. Any transfer by the Applicant without the prior permission/approval of the Company shall be treated as null and void and such transfer shall not be binding on the Company. The Company shall not be responsible or liable in any manner whatsoever on account of any transfer which is affected without the prior approval of the company in writing.
11. That, transfer/ assignment is allowed by the Company subject to the administrative fee, as may be decided by the Company from time to time and all transfer/ assignment shall be affected in a manner and as per procedure as may be formulated by the Company. For all transfer/ assignment, the Applicant and the transferee shall be required to submit such necessary documents in the formats as may be required by the Company for such transfers. It is further clarified that the transfer / assignment of Plot where notice of possession has been issued shall be allowed only after execution of Conveyance Deed/Sale Deed.
12. If the Applicant(s) is a non-resident Indian or is a foreign national of Indian Origin, he/she shall be solely responsible for confirming, observing and complying with the necessary formalities and / or provisions of the Foreign Exchange Management Act, 1999 ("FEMA") & Reserves Bank of India Act, 1934 ("RBI Act") and any Rules/regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable Acts/ Codes/ laws/ rules/ regulations including those laws governing remittance of payment, acquisition/ sale / transfer of immovable property in India and provide the promoter company with such permission, approval which would enable the promoter company to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of this agreement shall be made in accordance with the aforesaid laws. The allottee understands and agreed that in the event of failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may liable for any action under the provisions of the said law.
13. The Company shall endeavor to give possession of the Plot to the Applicant, based upon its present plans and estimates, and subject to all exceptions and Force Majeure, within a period of _____ months plus a grace period of 6 (six) months from the date of execution of the Allotment Letter/ Plot Buyer Agreement/ Agreement for Sale, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by Applicant(s).
14. The Applicant(s) shall, before taking possession of the Plot, must clear all the dues towards the said plot and have the Sale Deed/Conveyance Deed for the same executed in his/her favor by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
15. The Applicant(s) shall use the said plot for designated Residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of plot and forfeiture of the earnest money and other dues as stated hereinabove and the Applicant(s) will have to compensate the Company for all other losses resulting there from.
16. The Applicant(s) shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of plot to Applicant(s).
17. The Applicant(s) have clearly understood that submission of this signed Application Form and payment of the Booking Amount by me/us shall neither constitute a right of allotment of the Unit to me/us nor shall it create or result in any obligations on the Company towards me/us. I acknowledge that Booking Amount shall be considered part of Earnest Money Deposit. I/We understand that, the Company may at any time and at its sole discretion reject my/our Application Form without assigning any reason. I/We agree that the allotment of the Plot shall be made in due course of time, subject to availability.
18. The Applicant(s) understand that besides the Basic Sale Price ("BSP"), Preferential Location Charges ("PLC"), Interest Free Maintenance Security Deposit ("IFMS"), etc. as set out in this Application Form and Payment Plan (**Annexure A**) shall be payable by the Applicant(s)/ Allottee(s). I/we shall also pay the internal development charges, external development charges, other development charges levied by the BBKDA/ Statutory Authorities, government charges/fee, and also pay for Electricity & Water supply connections, power back up & other utilities and registration amount, stamp duty, G.S.T(if applicable), statutory and other third-party taxes, fees, charges, etc., as applicable.
19. If as per statutory law, any tax at source is required to be deducted ("TDS") by the Applicant(s) on the Booking Amount, installments or any other amount paid or to be paid to the Company, the Applicant(s) shall give a TDS certificate in the prescribed form to the Company for such deduction of TDS within a maximum period as prescribed by law and in the absence of such prescription immediately after handing over the cheque/ demand draft for such payment to the Company failing which the amount deducted shall be considered as part of unpaid Booking Amount/ installments/consideration.
20. The Applicant(s) acknowledges and declare that the Company has readily provided me/us all the information/clarifications as required by me/us with respect to the land and I/we have not relied upon nor been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, or any other information except what is stated specifically in this Application and I/we have relied solely on my/our own judgment in deciding to make the present Application for the intended purchase of the aforesaid Unit.
21. The Applicant(s) have read, understood and approved the terms and conditions of draft Plot Buyer's Agreement/Agreement for Sale/ Allotment Letter as registered under RERA. I/We understand that, these terms are being conveyed specially for the purpose of acquainting me/us with a broad outline of the essential terms and conditions for the proposed sale of the Unit.
22. The Applicant(s) understand that all applicants are to sign and deliver Plot Buyers Agreement/Agreement for Sale/ Allotment Letter with all the annexure within 30 (thirty) days from the date of receipt. The Applicant(s) understand that, if the Applicant/s fails to execute and deliver the Agreement/ Allotment Letter to the Company within 30 (thirty) days from the date of its receipt by the Applicant then the Company shall serve a notice to the Applicant for rectifying the default, which if not rectified within seven (7) days from the date of its receipt by the Applicant, the allotment/application of the Applicant shall be treated as cancelled and the Company shall be entitled to forfeit the booking amount, interest component on delayed payment of any amount, brokerage, cost of any incentive or scheme given and any other amount of a non-refundable nature. The Applicant shall not have any claim, title, interest etc. in the allotment of the Unit or the Unit itself upon such cancellation and the Company shall be free to deal with the said Unit in any manner at its sole discretion including resale/ re-allotment of the said Unit to any other person.
23. The Applicant(s) confirm that all correspondence made by the company in relation to the Unit being applied for herein shall be addressed only to the First Applicant at the address given above and shall be deemed to have been addressed and / or made with all applicants herein.

24. The Applicant(s) have sought the detailed explanations and clarifications from the Company about the land, ownership of land, project, approvals, details etc. and the Company has readily provided such details, explanations and clarifications and after giving careful consideration to all facts, terms and conditions. I/We have signed this Application Form and paid the Booking Amount for allotment after carefully reading the terms and conditions contained herein and in draft Agreement / Allotment Letter registered under RERA and understanding the implications thereof.
25. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by Applicant(s) that reference shall be made to the detailed terms of the Plot Buyer's Agreement/ Allotment Letter/ Agreement for Sale, the terms whereof have been seen, read and understood/accepted by Applicant(s). It is specifically agreed by Applicant(s) that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Plot Buyers Agreement/ Allotment Letter shall supersede over the terms and conditions as set forth in this Application Form. However, the Applicant(s) shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Plot Buyer(s) agreement/ Allotment Letter in this regard.
26. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by Applicant(s) for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
27. If any misrepresentation/ concealment/ suppression of material facts is found to be made by Applicant(s), the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
28. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Plot) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Real Estate (Regulation and Development) Act, 2016.

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 to the Company and the Company 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 and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment 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 or against any Plot in relation to the said Plot. If any other Person has signed this Application Form on behalf his behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में पढ़कर सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

Name of Applicant (s)

Signature of Applicant(s)

1. _____

1. _____

2. _____

2. _____

Annexure-A
PAYMENT PLAN

Signature of Applicant(s)

X

X