

Application Form No. /Customer ID \_\_\_\_\_

Date \_\_\_\_\_

RERA Registration no [●],  
website Link is [www.up-rera.in](http://www.up-rera.in)

To,

**AR LANDCRAFT LLP**  
3<sup>rd</sup> UM House, Tower A,  
Plot No.35, Sector-44, Gurugram  
Haryana – 122002

Photograph of Sole / First Applicant	Photograph of Second / Joint Applicant	Photograph of Third / Joint Applicant
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Dear Sir/Madam,

I/We, the Applicant(s) understand that AR Landcraft LLP ("**Developer**") having its registered office at 3<sup>rd</sup> Floor, UM House, Tower A, Plot No.35, Gate No.1, sector 44, Gurugram-122002, Haryana, is developing a recreational complex by the name "**Godrej Golf Links**" comprising of a golf course & club, villas, units along with other amenities, facilities, services etc. and such other developments as may be permitted (**the "Township"**) on recreational entertainment plot no. REP-1, Sector 27, Greater Noida, Uttar Pradesh measuring 4,03,575 square meters (approximately 100 acres) shown in **Schedule I** to this Application ("**Total Lands**"). Godrej Properties Limited is entitled to develop and operate the Township as per the agreements amongst partners of Developer. In respect of the Total Lands the Greater Noida Industrial Development Authority ("**GNIDA**") has granted a lease of 90 years in favour of Developer vide lease deed dated 12th November, 2014 and supplementary lease deed dated 27th May, 2015; and has also issued the approval of master layout plan of the Township.

I/We, wish to apply for the allotment of a Unit details whereof are mentioned in Section B hereinafter ("**Unit**") along with all rights, title and interest therein, at Unit complex/cluster known as "[●]", comprising of total [●] units, being developed by the Developer over a portion of the Total Lands which is measuring [[●]square meters ("**Project**").

I/we, agree to pay the cost of property ("**Cost of Property**") as mentioned in Schedule III towards purchase of the Unit. However, the Cost of Property shall be exclusive of all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, lease rent, GST, Cess, property tax, land under construction tax or any future increase thereof or imposition of any fresh incidence of tax levied by Competent Authority; ("**Statutory Charges**") in respect of the Unit and recovery or payments towards maintenance and operation of common areas and facilities, stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Unit, as per the provisions of applicable laws. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Unit including this Application Form and/or the Allotment Letter and/or the Agreement for Sub-lease as per the provisions of applicable laws, shall be borne and paid by the Applicant(s) as and when demanded by the Developer.

*For the purpose of this Application form*

*"GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.*

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second applicant

\_\_\_\_\_  
Signature of Third Applicant

*“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*

*“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law*

I/we, understand that the Cost of Property does not include any charges towards any facilities located outside the Project such as convenience stores, shops, kiosks, golf course, master club & sports arena, recreational activities and the Applicant(s) may be permitted use the same on such terms and on payment of charges as may be prescribed by the Developer. All such payments shall be made by me/us as per demands raised by the Developer and/ or in the manner set out in the payment plan in *Schedule III* hereto which shall form an integral part of the Allotment Letter / Agreement to Sub- Lease which shall be executed by me/us and the Developer in the format provided by the Developer.

I further confirm that I am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Exclusive Area, common areas and facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I am aware and I confirm that the advertisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“Act”) read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and I am not relying on the same for our decision to purchase the Unit. I further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I acknowledge that colour, texture, the fitting(s) / fixture(s) or any installations depicted in advertisements are shown only as a suggested layout without any obligation on the part of the Developer to provide the same.

I/We acknowledge, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Developer or any of its / affiliates with respect thereto.

I/We have taken the decision to purchase the Unit in the Project out of our own free will, based solely upon the information provided along with the document enclosed, after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein.

Save and except the information / disclosure contained herein and on UPRERA website, I confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ agreement to Sub-lease or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ agreement to Sub-lease or the UPRERA website.

I have fully read and understood the Terms and Conditions attached hereto as **Annexure A** which contains broad terms, conditions, representations, covenants, etc. and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, cost of property, other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.

## **SECTION A: APPLICANT(S) DETAILS**

### **IN CASE OF INDIVIDUAL**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second applicant

\_\_\_\_\_  
Signature of Third Applicant

	1 <sup>st</sup> Applicant	2 <sup>nd</sup> Applicant	3 <sup>rd</sup> Applicant
Full Name (in capital)			
S/o/W/o/D/o			
Date of Birth			
Aadhar No.			
Pan No			
Nationality			
Residential Status			
Profession			
Passport No.(In case of *NRI/ Foreign Customers)			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Office Name & Address			

**Note:** Applicant(s)'s passport size photograph and photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhar Card to be mandatorily submitted along with this Application Form. \*All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant(s). Any implications arising out of any default by the Applicant(s) in this regard, shall be the sole responsibility of the Applicant(s). Developer accepts no responsibility in this regard and the Applicant(s) shall keep Developer fully indemnified and hold harmless at all times in this regard.

In case of Company/ LLP/ HUF/ Partnership Firm	
Name	
Date of Incorporation/ Formation	
PAN/CIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta	

**Note:** If Applicant(s) is company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

## SECTION B: Details of Unit applied for:-

Unit No.	
Carpet Area*	_____ (Sq. Meters) Appx.
Exclusive Area**	_____ (Sq. Meters) Appx.
Total Area <sup>#</sup>	_____ (Sq. Meters) Appx.
Rate of the Unit	_____ per square meter
Car park Space	( ) Open ( ) Covered
Details of pricing	Schedule III

Signature of First Applicant

Signature of Second applicant

Signature of Third Applicant

<b>Payment Plan</b>	Schedule III
<b>Specification of Unit</b>	Schedule IV
<b>Common Areas &amp; Facilities</b>	Schedule V

\***“Carpet Area”** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Applicant(s) and exclusive open terrace area appurtenant to the Unit for exclusive use of the Applicant(s), but includes the area covered by the internal partition walls of the Unit.

\*\***“Exclusive Areas”** Shall mean open area, exclusive balcony, exclusive terrace area, stilt area and/or basement area (as may be applicable) appurtenant to said Unit for exclusive use of the Applicant(s).

#**“Total Area”** shall mean the Carpet Area and Exclusive Areas collectively.

C.	<b>MODE OF BOOKING</b>																			
	Direct or Channel Partner : _____ Name and Signature of Developer/ sales representative: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)																			
D.	<b>FINANCE FROM BANK / FINANCIAL INSTITUTION:</b> Yes / No. If yes, Preferred Financial Institution: _____.																			
E.	<b>MODE OF PAYMENT</b> Cheque ( ) Draft / P.O.( ) RTGS/NEFT( )																			
F.	<b>I HEARD ABOUT YOU FROM? (Please tick the applicable)</b> <table border="1"> <tr> <td>Newspaper</td> <td>Hoarding</td> <td>Television Advertisement</td> <td>Internet Advertisement</td> </tr> <tr> <td>Internet Portals</td> <td>Corporate offer (please specify)</td> <td>Emailer</td> <td>Broker/Channel Partner (please specify)</td> </tr> <tr> <td>Referred by Bank / HFI (please specify)</td> <td>Godrej Properties Website / GPL Facebook page / GPL iPad application</td> <td colspan="2">Other: _____</td> </tr> <tr> <td colspan="4">Details of Newspaper, Website, Hoarding etc. _____.</td> </tr> </table>				Newspaper	Hoarding	Television Advertisement	Internet Advertisement	Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)	Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____		Details of Newspaper, Website, Hoarding etc. _____.			
Newspaper	Hoarding	Television Advertisement	Internet Advertisement																	
Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)																	
Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____																		
Details of Newspaper, Website, Hoarding etc. _____.																				
G.	<b>PURPOSE OF PURCHASE:</b>		Investment Self-Use																	

I/We hereby enclose a Cheque/Demand Draft No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, Branch \_\_\_\_\_

\_\_\_\_\_ for an amount of Rs. \_\_\_\_\_/- (Rupees only) (**“Application Money”**) as part of Booking Amount.

#### Declaration:

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second applicant

\_\_\_\_\_  
Signature of Third Applicant

I/We, the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information provided by me herein are true and correct and nothing has been concealed.

Yours faithfully,

Signature of First Applicant \_\_\_\_\_

Signature of Second Applicant \_\_\_\_\_

Signature of Third Applicant \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

### **Annexure A**

#### **TERMS AND CONDITIONS**

The Applicant(s) agrees to the following:

1. The Developer has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. of the Project is [●], website Link is [www.up-rera.in](http://www.up-rera.in)
2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer. The Applicant(s) is aware that the title of the Total Lands is clear and marketable. The Applicant(s) is applying for allotment of the Unit in the Project (within the Township) proposed to be developed by Developer with full knowledge of all the laws/notifications and rules applicable to the Project /Township located in Greater Noida, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer in the Total Lands, and has understood all limitations and obligations of Developer in respect thereof.
3. The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Township/Project as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant(s) further acknowledges that he has seen all documents / papers in relation to the Project and Township, including but not limited to the title documents, license, 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 Developer over the Total Lands.
4. The Applicant(s) understands that his rights, title and interest in the Unit to be allotted in the Project shall be governed by the applicable laws and this shall also be specified under the Allotment Letter/ Agreement to Sub-Lease. The Applicant(s) shall have all rights and entitlements in respect to the Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner / sub-lessee / right-holder at the Township or a group thereof or otherwise intended to be transferred by the Developer 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 Township and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Township guidelines to be

formulated by Developer and which shall be provided under the Allotment Letter, Agreement to Sub-Lease other definitive documents and the applicable laws.

5. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Township shall be such as may be prescribed/ decided by the Developer from time to time. Further, the Developer may also provide certain facilities and amenities including golf club, master club, shops and commercial areas within the Township which may be located outside the Project as per the master plan approved by GNIDA, which the Applicant(s) may use as per such terms & conditions and subject to payment of membership fee and usage charges as may be prescribed/ decided by the Developer from time to time. The Applicant(s) further understands that Developer shall be entitled, as per applicable laws, to transfer/sub-lease the convenience stores, shops, kiosks, conveniences, golf course, recreational activities, community building/ clubs as may be developed on Total Lands and the Applicant(s) shall not object to same at any point of time.
6. The Applicant(s) understands and agrees that the Developer may, as may be required under Applicable laws, form (i) separate association of allottees (being either a co-operative society/condominium/limited company or combination of them) ("Association") for Project and /or each phase in the Township; (ii) or form a single association for the Township. Further, in case the Developer forms separate Association for each of the phase in the Township, the Developer may form an apex body over and above all Association. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective projects/land parcel and the rights, entitlements and obligations of the allottees with respect to the common area and facilities. The common areas and facilities within the Project and Total lands shall be dealt with by the Developer in accordance with applicable laws.
7. The Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Plan opted on or before the respective due dates. It being clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Developer. Further, in the event the Applicant(s) offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Unit, at the express request of the Applicant(s), the Developer may at its sole discretion offer a rebate to the Applicant(s) as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant(s) complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal in Payment Plan. Subject to timely payment of installments, the Applicant(s) understands that in the event the Applicant(s) wishes to make any advance payments, the Applicant(s) can make the same only after the Applicant(s) has registered the Agreement to Sub-Lease within the timelines stipulated by the Developer. The Applicant(s) further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper. The Applicant(s) understands that the Applicant(s) shall not claim any interest on such advance payment.
8. It is understood by the Applicant(s) that 20% of the Cost of Property, shall be construed, considered and treated as "**Booking Amount**", to ensure the performance, compliance and fulfillment of his/her obligations under the Allotment Letter/ Agreement to Sub-Lease. The Booking Amount shall be payable by the Applicant(s) as per the Payment Plan and will include Application Money.
9. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt Application Money, the Applicant(s) has clearly understood that this Application Form is only a request of the Applicant(s) for the allotment of the Unit and does not constitute a final/provisional allotment or an agreement.

10. The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant(s) shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Unit in favor of the Applicant(s), the Developer will send the intimation thereof to the Applicant(s) to make payments as per the Payment Plan towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Unit and registration of the Agreement to Sub-Lease.
11. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, until a formal agreement for Sub-lease ("**Agreement to Sub-Lease**") is executed and registered between the Developer and the Applicant(s) under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement to Sub-Lease is executed and registered by the Developer and the Applicant(s). Further, the Applicant(s), as and when called upon by the Developer, undertakes to come present for registration of the Agreement to Sub-Lease, as may be required under the applicable laws, at the office concerned sub-registrar of assurances.
12. The Applicant(s) understands that the Applicant(s)'s eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
13. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) [●] above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than [●] as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
14. In the event if the Applicant(s) fails or neglects to (i) make the payment of the Cost of Property and all other amounts due including but not limited to estimated other charges due from the Applicant(s) as mentioned in this Application Form and/or Allotment Letter and/or Agreement to Sub-Lease on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement to Sub-Lease including timely registration of Agreement to Sub-Lease, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, after giving 30 (Thirty) days prior notice to the Applicant(s), terminate this transaction and forfeit (a) Booking Amount and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all Statutory Charges paid by the Developer to the authorities and (f) any other applicable taxes and (g) subvention cost (if the Applicant(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank and (h) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement to Sub-Lease, if Agreement to Sub-Lease is registered, (collectively referred to as the "**Non-Refundable Amounts**").

Upon termination of allotment, refund of the balance Amount, if any, shall be dealt in accordance with applicable laws. For the sake of clarity, the interest and/or taxes paid on the Cost of Property shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant(s) shall not have any right, title and/or interest in the Unit and/or the Project and/or the Total Lands and the Applicant(s) waives his right to claim and/or dispute against the Developer in any manner whatsoever. The Applicant(s) acknowledges and agrees that such forfeiture and the refund of the

balance amount, if any, to the Applicant(s) shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Unit to any third party of the Developer's choice without any recourse to the Applicant(s).

15. The Applicant(s) further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant(s) for reasons not attributable to Developer's default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
16. The Buyer(s) is aware that the Cost of Property does not include any charge towards right to use the ( ) covered/ ( ) open car park space and the same is being provided free of cost along with the Unit. The Buyer(s) understands that the car park space forms shall part of limited common area and facilities and shall be allocated by the Developer. The Buyer(s) further agrees and undertake that Buyer(s) shall have no concerns towards the identification and allotment/allocation of car park space done by Developer, at any time and shall not challenge the same anytime in future. It is clearly understood by the Buyer(s) that the Buyer(s) shall at no time have the ownership or title over the car park space, except for the exclusive right to use the same for himself. All clauses of this Application Form and Agreement to Sub-Lease pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to car park space.
17. The additional compensation / price (if any) payable to GNIDA or antecedent owners of the Total Lands if required to be paid by Developer after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by the GNIDA, shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.
18. The Applicant(s) further agrees and acknowledges that if in the event of any variation in the Total Area of the Unit, the Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant(s) towards the Cost of Property. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by project architect or engineer, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby gives its consent for such variation or addition.
19. The Applicant(s) agrees and undertakes to pay all charges on actual basis 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 (excluding internal maintenance within the Unit) etc. as may be levied by Developer or condominium / association of unit holders at the Township/Project or by the maintenance agency / property manager appointed for the said purpose by Developer.
20. The Cost of Property of Unit is exclusive of the statutory deposits to be made by Developer to competent authorities towards electricity, water and other facilities at the Township/Project. The same shall be payable by the Applicant(s) on a pro-rata basis as and when demanded by Developer. However, in case the same gets enhanced under the applicable laws including revision of lease rent, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).
21. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Developer shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit Non-Refundable Amounts. However, Developer may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs.5,000/- (Rupees Five Thousand Only) and for second instance it is Rs. 10,000/- (Rupees ten Thousand Only). Thereafter no cheque will be

accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Applicant(s) fails to deposit the Bank Demand Draft/ NEFT/RTGS within next 7 days of sending of intimation of dishonor of cheque to the Applicant(s), in that event Developer may, at its sole discretion, terminate the allotment and forfeit the Non-Refundable Amounts. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.

22. All cheques /demand drafts/remittance should be issued / deposited in favour of "[●]" payable at par and/or as stipulated by the Developer from time to time. The first sole/Applicant(s) shall mention his/her/its name, Unit no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque.
23. Subject to the Applicant(s) not being in default of any terms and conditions specified in the Agreement to Sub-Lease including but not limited to the timely payment of the Cost of Property, the Unit shall be offered for possession on or before [●] ("**Completion Time Period**") The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer 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). In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with prescribed Interest in accordance to the applicable laws. For the purpose of this Application Form, "force majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
24. In the event the Applicant(s) fail(s) to take over possession of the Unit in accordance with the possession notice, the same shall be a default on part of the Applicant(s), and without prejudice to any other right that may be available to Developer including termination of allotment, the Applicant(s) (s) shall be liable to pay to Developer all costs and expenses which Developer may have to incur in relation to the Unit including holding charges of Rs.[●]/- (Rupees [●]) per month per square meter on the Total Area of the Unit ("**Holding charges**") as the cost of necessary upkeep and maintenance of the Unit for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of Developer but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition..
25. That the Applicant(s) understands and agrees that the Developer shall not entertain execute any transfer / nomination/assignment of the rights of the Applicant(s) under the Allotment Letter / Agreement to Sub-lease, until the developer has received 20% of Cost of Property. The transfer / nomination / assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/ administrative charges of Rs [●]per transfer along with all other dues payable by the Applicant(s) to Developer till that date. The Applicant(s) understands that the Developer may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. However, there shall be no transfer/administrative charges payable on the first transfer of the Unit and no transfer / administrative charges will be payable if the transfer / assignment is proposed to be made in favour of a blood relative of the Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer. Any such assignment / transfer / nomination by the Applicant(s) shall always be subject to applicable laws, notifications/governmental directions and the sole discretion of the Developer.
26. If Applicant(s) desires to add name (s) of any third party to the Allotment Letter or delete the name of any of joint Applicant(s) (as mentioned in Section A herein before) from the Allotment Letter,

then the same may be allowed by Developer subject to the Applicant(s) submitting documentary proof as may be required by Developer to add/delete other name(s) in the Allotment Letter and payment of an administrative charges of Rs[●]for each such addition/deletion. However, no administrative charges will be payable if addition/deletion of name(s) are proposed to be made in the name of blood relatives of Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer.

27. The Applicant(s) is aware that for the purposes of maintenance and management of the Project/Township, the Developer would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project/Township on such terms and conditions as the Developer may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Developer may also retain some portion / Units 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.
28. Upon completion of the Project, the common areas and facilities and limited common areas and facilities at the Project shall be provided in the declaration ("**Declaration**") for the Project which would be filed by the Developer in compliance with the Uttar Pradesh Apartment Ownership Act, 2010 and Uttar Pradesh Apartment Ownership Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all units at the Project and the Applicant(s) confirm that his right, title and interest in the Unit to be allotted in the Project shall be limited to and governed by what is specified by the Developer in the said Declaration.
29. Due to any operation of law or any statutory order or otherwise, if a portion of the Township or the entire Township is discontinued or modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation or modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
30. Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Government authorities at the time of sanction of the building plans or thereafter. Developer shall, before execution and registration of the sub-lease deed and handing over of possession of the Unit to the Applicant(s), obtain from the Government authorities, the necessary part occupation certificate in respect of the said Unit, as may be required under the Applicable Laws.
31. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address provided by the first named Applicant in Section A herein before, 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). The Applicant(s) shall inform Developer in writing about any change in the mailing communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Developer to the address provided by the first named Applicant in Section A herein before shall be deemed to have been received by all the Applicant(s).
32. The Applicant(s) is aware that the Developer has availed construction finance ("**Facility**") from ICICI Bank Limited ("**Lender**") and has secured the Facility by mortgaging the Total Lands in favour of the Lender. The Lender shall provide NOC, before execution of Agreement to Sub-lease/Sub-lease deed as the case may be, releasing its charge on the Unit.

33. The name of the Township "Godrej Golf Links" or of the Project "[●]" and /or individual towers in the Project may be changed at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same and that the Applicant(s) hereby accord(s) his/her irrevocable consent in respect thereof.
34. The Project is approved as '[●]' in the master layout plan for the Township and Tower [●] shown in marketing plans are approved as '[●]' in approved building plan of the Project.
35. In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the subject to jurisdiction of competent courts.
36. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.
37. The terms and conditions mentioned herein limited and detailed terms and conditions shall \ be specified in the Allotment Letter / Agreement to Sub-lease. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Allotment Letter / Agreement to Sub-lease, the terms and conditions specified later in the Allotment Letter / Agreement to Sub-lease, shall supersede the terms and conditions as set out herein.
38. 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 Developer, whichever is earlier as per section 194IA in the 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 Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay Interest on TDS payment plus applicable indirect taxes( if any) from the due date till the date such certificate is actually received by the Developer.
39. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act") and the Rules and Regulations made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.

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.

Signature of First Applicant: \_\_\_\_\_  
Signature of Second Applicant: \_\_\_\_\_  
Signature of Third Applicant: \_\_\_\_\_  
Date: \_\_\_\_\_ Place: \_\_\_\_\_

**SCHEDULE I**

**PLAN SHOWING TOWNSHIP/ PROJECT LANDS**  
**[●]**

**SCHEDULE II**

**LAY OUT PLAN OF THE PROJECT**  
**[●]**

**SCHEDULE III  
DETAILS OF PRICING**

[•]

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second applicant

\_\_\_\_\_  
Signature of Third Applicant

## PAYMENT PLAN

[•]

## SCHEDULE IV

## SPECIFICATIONS OF THE UNIT

[•]

## SCHEDULE V

## COMMON AREAS AND FACILITIES

[•]

### LIST OF DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM

#### **For Individual (resident Of India):**

- Copy of PAN card
- Passport Size photographs
- Photo ID, Signature & Address Proof

#### **For Partnership Firm:**

- Copy of PAN card of the firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm
- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing Partner

#### **For Company:**

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary
- Board Resolution in favor of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized Signatory

#### **For Hindu Undivided Family (HUF):**

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Second applicant

\_\_\_\_\_  
Signature of Third Applicant

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

**For NRI/Foreign Nationals of Indian Origin:**

- Copy of passport
- Copy of PAN card
- Passport Size photograph, Photo ID, Signature Proof, Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI/NRO account of the Applicant(s)
- In case of payment through cheque :  
All payments shall be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party.

# Non-Individual Applicant(s) are required to ensure that the object clause of the constitution document (viz. MOA / AOA / Trust Deed.

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Signature of First Applicant

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Signature of Second applicant

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Signature of Third Applicant

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Signature of First Applicant

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Signature of Second applicant

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Signature of Third Applicant