Application Form

M/s Devika Gold Homz Private Limited

(CIN:U45400DL2007PTC170726)

Stilt Floor, Devika Tower, 6 Nehru Palce,

New , Delhi-110019

Dear Sirs,

I/We, the undersigned, request for consideration of this Application Form for allotment of a Flat/Apartment/Unit in your project named as ..... to be/being developed at Plot No. GH-06 C, Sector-1, Greater Noida, Gautam Budh Nagar (U.P.) .....
.....

I/We do hereby agree and undertake to abide by the terms and conditions as mentioned herein.

I/We remit herewith a sum of Rs.....

(Rupees
.....)
by the Bank Draft / Cheque No ..... Dated
..... drawn on .....
payable at Delhi/New Delhi as part of Earnest Money.

(All Drafts and Cheques shall be made in favour of M/s Devika Gold Homz Pvt. Ltd.)

My/Our particulars as mentioned below may be recorded for reference and communication:

Applicant

1. Applicant (sole/first) .....

Applicant's self attested latest photograph

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....

Income Tax **PAN** .....

Residential status: Resident Indian / Non Resident Indian / Person of Indian Origin / Foreign National

Permanent/Local Residential Address
.....

.....
.....

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Mobile No. ..... Tel. No.
R/O..... . E-mail ID..... Fax No.
.....

2. 1st Co-Applicant.....

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....

Income Tax **PAN** .....

Co-Applicant's self attested latest photograph

Residential status: Resident Indian / Non Resident Indian / Person of Indian Origin / Foreign National

Permanent/Local Residential Address
.....
.....
.....

Mobile No. ..... Tel. No.
R/O..... E-mail ID..... Fax No.
.....

3. 2nd Co-Applicant.....

Son/Wife/Daughter of .....

Details of Bank Account No. .....

Bank Name & Branch .....

Date of Birth ..... Nationality .....

Profession ..... Designation .....

Co-Applicant's self attested latest photograph

Income Tax **PAN** .....

Residential status: Resident Indian / Non Resident Indian / Person of Indian Origin / Foreign National

Permanent/Local Residential Address
.....
.....
.....

Mobile No. ..... Tel.No.
R/O..... E-mail ID..... Fax
No. .....

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4. Details of Residential Flat/Apartment/Unit applied for:

i) Name of the Project: .....

ii) Unit Number: .....

iii) Tower/Block: .....

iv) Floor: .....

v) Super Area: .....Square meters (sq. mt.) / Square feet (sq. ft.) (Approx)

vi) Covered Area ..... Square meters (sq. mt.) / Square feet (sq. ft.) (Approx)

vii) Carpet Area ..... Square meters (sq. mt.) / Square feet (sq. ft.) (Approx)

viii) Basic Rate: Rs..... Per sq. mt. / sq. ft.

vii) Basic Sale Price: Rs.....

viii) Preferential Location Charges, if any (on extra charges): Floor ..... Location .....

ix) Car Parking: Open Covered

x) Total price: Rs.....

in words: Rupees.....

5. Payment Plan:

Down Payment Plan Flexi Plan Construction Link Plan

6. Other charges (one time non refundable):

i) Interest Free maintenance Security Deposit (in `) .....

ii) External Electricity Charges (in `) .....

iii) **Club Cost** (in `) .....

iv) Fire Fighting Cost (in `) .....

v) Power Back-up Cost (in `) .....

vi) Lease Rent (in `) .....

vii) Piped Gas Connection Charges (in `) .....

viii) Dual Elec. Meter Charges (in `) .....

ix) Service Tax (Extra) As per Govt. Rules.

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7. Other Details of Flat/Unit (if any) .....

8. Booking Mode: Direct Through Dealer/Agent

9. In the event the booking has been made through an agent, please give his particulars:

Name & Address .....

Telephone ..... Mobile ..... Fax .....

I.T. **PAN** ..... Goods and Service Tax No ..... RERA Registration Number .....

Terms & Conditions

1. Hereinafter the Masculine gender shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Feminine and Neutral genders. And the Singular shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Plural.

2. The Applicant has applied for allotment of a Flat/Apartment/Unit in the above mentioned project with full knowledge and subject to all the laws, notifications and rules applicable to the said project in particular and area in general which have been explained by the Company and understood by him. The Applicant has fully satisfied himself about the title, interest and rights of the Company in the said land and project and has understood all the limitations and obligations in respect thereof and there will be no more investigation or objection by the Applicant in this respect.

3. The Applicant agrees that making payment of Earnest Money i.e. 10% of the total price of the said Flat/Apartment/Unit by the Applicant is an essential condition for consideration of this Application Form by the Company failing which this Application Form shall not become qualified for consideration by the Company and shall automatically stand rejected as disqualified without any prior notice/letter in writing to the Applicant and the amount paid by the Applicant shall be refunded by the Company without any interest and the Applicant shall have no claim whatsoever against the Company.

4. The Applicant agrees that the Company shall have absolute and unfettered right to reject this Application Form without assigning any reason at any time before the execution of the Allotment Letter and in that case the Applicant shall be entitled only for refund of the amount paid by him to the Company without any interest. The acceptance of Earnest Money or any amount paid by the Applicant does not make him entitled for allotment of Flat/Apartment/Unit applied for. The acceptance of this Application Form and allotment of the Flat/Apartment/Unit applied for is entirely at the discretion of the Company.

5. All payments towards the price of the said Flat/Apartment/Unit will be made through the Bank Account of Applicant only and if the payment is made otherwise, the same shall be at the risks and consequences of the Applicant.

6. This Application Form does not constitute an Agreement to sell and the Applicant does not become entitled to allotment of the Flat/Apartment/Unit notwithstanding the fact that the Company may have issued the receipt/acknowledgement of the Earnest Money or any amount paid by the Applicant. It's only after the Applicant signs and executes the said Allotment Letter on the Company's standard format that the allotment shall become effective subject to the terms and conditions contained therein. The Allotment Letter must be signed and executed by the Applicant as and when desired by the Company on the Company's standard format, contents whereof have been read and understood by the Applicant and the Applicant agrees to abide by the terms and conditions as laid down therein failing which the said Application Form shall automatically stand rejected as withdrawn by the

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Applicant without any prior notice/letter in writing and the Earnest Money shall stand forfeited and the balance amount, if any, paid by the Applicant over and above the earnest money, shall be refunded to the Applicant by the Company without any interest and the Applicant shall have no claim whatsoever against the Company.

(Note: For the purpose of this Application Form, Earnest Money shall refer to mean 10% (Ten Percent) of the Total Price of the said Flat/Apartment/Unit).

7. The Applicant agrees and acknowledges that timely payment as per applicable Payment Plan shall be the essence of the said Allotment Letter. The Applicant agrees that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/all and all the Applicants shall be treated as one single person for this purpose and both/all shall be liable for the consequences jointly as well as severally. In the event the installment(s) payable by the Applicant/Allottee to the Company as per the applicable Payment Plan is/are delayed, the Applicant/Allottee shall, subject to the Company's acceptance, pay default interest at the rate of 18% per annum on delayed payments preferably at the time of every succeeding installment or at the earliest which shall be calculated from the due date of outstanding payment/installment up to the date of actual payment made. Provided however that in the event the outstanding payment remains unpaid inspite of sending demand letter/notice by the Company to the Applicant/Allottee, the said Allotment shall, at the sole discretion of the Company, automatically stand cancelled without any prior intimation to the Applicant/Allottee and the Applicant/Allottee shall have no claim/lien/charge/interest, right or remedy etc. against the allotment of the said Flat/Apartment/Unit or against the Company and the company shall have full right to receive application for allotment of the said Flat/Apartment/Unit and allot the same to any other Person. Further Provided that in that event an amount equivalent to 10% of the cost of said Flat/Apartment/Unit, constituting the Earnest Money Deposit/Booking amount, along with any other amounts of non-refundable nature, shall stand forfeited and the balance amount paid, if any, shall be refunded without any interest.

(Note: The terms and conditions as contained herein and in the Allotment Letter apply equally without foregoing their generality for all the Payment Plans.)

8. The Applicant shall comply with all legal requirements necessary for purchase of immovable property, wherever applicable after the execution of the Allotment Letter and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges and Stamp Duty/Sub Lease Charges and other incidental/ancillary expenses or charges in respect of the sale of the said Flat/Apartment/Unit shall be over and above the Total Price payable and shall be paid by the Applicant as per applicable rules, regulations and laws and as determined by the Government or local bodies or concerned Authorities and/or the Company.

9. Service tax as applicable shall be paid by the Applicant in addition to the price of said Flat/Apartment/Unit.

10. All Taxes or Government duties, levies, charges or liabilities whether levied or leviable in future on the land and/ or on the said Flat/Apartment/Unit/Building/Complex/Property shall be borne and paid by the Applicant only.

11. The said Flat/Apartment/Unit is not permitted to be changed by the Applicant/Allottee arbitrarily. However, the Company, in its sole discretion, may entertain the request of the Applicant/Allottee for the change, subject to the availability of the Flat/Apartment/Unit in the desired category. The Applicant shall not challenge the picture/photographs of the Building appearing in the Application Form and/or the Allotment Letter and/or the Specification Sheets.

12. The Company may, in its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Applicant/Allottee to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose. The Applicant/Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such substitution. The original as well as substituted Applicant/Allottee shall jointly and/or severally keep the Company fully indemnified and harmless in this regard.

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13. The Applicant/Allottee, who is Non Resident Indian/Person of Indian origin resident outside India/Foreign National/Foreign Company, agrees that all remittances, for the acquisition/transfer of the said Flat/Apartment/Unit shall be the sole responsibility of such Applicant/Allottee and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Company with such permission, approval which would enable the Company to fulfill its obligations under the said Allotment Letter. The Applicant/Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regards.

14. The Applicant shall get his complete address registered with the Company by mentioning the same in this Application Form and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first address as mentioned by the Applicant in this Application Form or at the last known address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant. In case of joint Applicants, all communications/notices shall be sent by the Company to the Applicant whose name appears first and at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Applicants and no separate communication shall be necessary to the other joint Applicants. This is without prejudice to the stipulation that the Applicant shall have to strictly comply with the schedule of payment opted by him and the Applicant shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant undertakes to abide by all the laws, rules and regulations relating to the said Flat/Apartment/Unit/Building /Complex.

15. The Applicant agrees and acknowledges that the sale price/total price consideration of the Flat/Apartment/Unit applied for is fair and acceptable to the Applicant. The Applicant further agrees and acknowledges that a similar Flat/Apartment/Unit may be/have been sold/allotted by the Company at a different price/consideration and the Applicant shall not raise any objection or claim in this regard.

16. The Applicant agrees that in the event a cheque deposited with the Company by the applicant towards any payment due to the Company is dishonored on technical ground, the Applicant shall replace the dishonored Cheque with a Demand Draft/Banker's Cheque or cash of equivalent amount within three(3) days of such dishonor along with dishonor charges, failing which this Application Form or the allotment of Flat/Apartment/Unit shall automatically stand rejected or cancelled, as the case may be, at the sole discretion of the Company without any prior intimation to the Applicant/Allottee. Provided however that in the event a cheque is dishonored on the grounds of insufficient funds or stop payment, this Application Form or the allotment of Flat/Apartment/Unit shall automatically stand rejected or cancelled, as the case may be, at the sole discretion of the Company without any prior intimation to the Applicant/Allottee. In both the cases of dishonor of cheque, the Earnest Money along with any other amounts of non-refundable nature shall stand forfeited and the balance amount paid, if any, shall be refunded without any interest.

17. The Applicant has seen and accepted the layout plans which are kept at the Company's office and agrees that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Competent Authority in the interest of the project and the Applicant hereby gives his consent to such variation/addition/deletion/alteration and modification.

18. The Applicant agrees that the allotment/sale of the Flat/Apartment/Unit applied for is subject to force majeure circumstances which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body or as a result of any notice, order, rules or notification of the Government and/or any other public or Competent Authority or for any other reason beyond the control of the Company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time for allotment/sale/delivery of the said premises on

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account of force majeure circumstances. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the company, so warrant, the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Applicant/Allottee for the period of delay / suspension of scheme. In consequence of the Company abandoning the scheme, the 'Company's liability shall be limited to refund of the amount paid by the Applicant/Allottee without any interest or compensation whatsoever.

19. The Applicant agrees and acknowledges that upon execution of the said Allotment Letter, the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form.

20. The Application Form shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Application and/or the transaction contemplated herein.

DECLARATION

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

I/We do hereby agree that making payment of Earnest Money i.e. 10% of the total price of the said Flat/Apartment/Unit by me/us is an essential condition for consideration of this Application Form by M/s Devika Gold homz Private Limited .(hereinafter referred to as "the Company") failing which this Application Form shall not become qualified for consideration by the Company and shall automatically stand rejected as disqualified without any prior notice/letter in writing and the amount paid by me/us shall be refunded by the Company without any interest and I/We shall have no claim whatsoever against the Company.

I/We do hereby agree that the Company shall have absolute and unfettered right to reject this Application Form without assigning any reason at any time before the execution of the Allotment Letter and in that case I/We shall be entitled only for refund of the amount paid by me/us to the Company without any interest

I/We do hereby agree to sign and execute the necessary Allotment Letter, as and when desired by the Company on the Company's standard format, contents whereof have been read and understood by me/us and I/We do agree to abide by the terms and conditions as laid down therein. In the event of my/our failure to sign and execute the Allotment Letter within the time limit stipulated by the Company, this Application Form shall automatically stand rejected as withdrawn by me/us without any prior notice/letter in writing and the Earnest Money paid by me/us shall stand forfeited and the balance amount, if any, paid by me/us over and above the earnest money, shall be refunded to me/us by the Company without any interest and I/We shall have no claim whatsoever against the Company.

I/We do hereby agree to pay, in case of allotment, further installments of sale price/lease consideration and other charges as stipulated/demanded by the company. I/We are fully conscious that it is not incumbent on the part of the Company to send me/us letters/reminders/notices in respect of our obligations as set out in this Application Form and/or the said Allotment Letter and I/We shall fully be responsible for any consequences in respect of default committed by me /us in not abiding by the terms and conditions contained in this Application Form and/or the said Allotment Letter. I/We have sought detailed explanation and clarification from the Company and the Company has readily provided the same. After giving such careful consideration to all facts, terms, conditions and representations and after obtaining independent legal advice on the same, I/We have now submitted this Application Form fully conscious of my/our liabilities and obligations including but not limited to as set out in the terms and conditions provided in this Application Form. I/We further undertake and assure the Company that in the event of rejection/cancellation of my/our Application Form/Allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this Application Form, I/We shall be left with no right, title, interest or lien on the Flat/Apartment/Unit applied for and/or finally allotted to me/us in any manner whatsoever.

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I/We, the undersigned Applicant(s), do hereby affirm and declare that the abovementioned particulars/information given by me/us are true and correct to the best of my/our Knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Yours Faithfully

.....

Date:

Signature and names of the Applicant(s)

.....

Place:

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