

APPLICATION FORM

To,	Date:
SRSD BUILDCON VENTURE LLP A-15, 4TH FLOOR, SECTOR-136, GAUTAM BUDDHA NAGAR UTTAR PRADESH- 201301	Project Name: FOREST WALK Project Address: NH-24, NEAR EASTERN PERIPHERAL EXPRESSWAY TOLL, DASNA, GHAZIABAD RERA Registration No..... Valid upto.....
I, the Applicant(s) mentioned below, request that I be allotted a residential Villa / Villa/Plot / apartment in the project FOREST WALK PHASE-1, situated at NH-24, NEAR EASTERN PERIPHERAL EXPRESSWAY TOLL, DASNA, GHAZIABAD (" Project ") whereof are as under and in terms of this Application Form, which is more particularly mentioned in Annexure A (Terms and Conditions).	

SECTION

A. APPLICANT(S) DETAILS

IN CASE OF INDIVIDUAL			
	1 st Applicant(s)/s	2 nd Applicant(s)/s	3 rd Applicant(s)/s
Full Name (in capital)			
Date of Birth			
PAN			
Nationality & Residential Status			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Payment share for TDS			

Note: Applicant(s)'s passport size photograph and photocopies of PAN Card/OCI/PIO and Voter Card to be mandatorily submitted along with this Application Form. All

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant(s). By providing Applicant(s)'s personal information in this Application Form, the Applicant(s) hereby consents and authorizes SRSD BUILDCON VENTURE LLP or/and its affiliates to communicate with the Applicant(s) by email(s), call(s), SMS(es), WhatsApp, electronic communication(s) using digital media or via any other mode of communication in relation to any of the information pertaining to the Project. Applicant(s) understands that Share in the property shall not be determined by the Payment Share of TDS (Tax Deducted at Source) and the same shall be as per the Applicable Law.

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

Note: If Applicant(s) is Company/Partnership Firm/Limited Liability Partnership (LLP)/Trust/Hindu Undivided Family (HUF), then the following incorporation documents (as applicable) 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) Trust Deed (g) HUF PAN (h) Board/Partner/Trust's Resolution authorizing this purchase along with the name of the authorized representative/Partner. Please affix the official stamp/signature of the respective Company/Partnership Firm/LLP/Trust/HUF as may be applicable.

B.	PURPOSE OF PURCHASE: Investment _____ Self-Use _____
C.	FINANCE FROM BANK/FINANCIAL INSTITUTION: YES / NO If yes, Preferred Financial Institution: _____

D. DETAILS OF VILLA/ VILLA/PLOT TO BE BOOKED/ PURCHASED AND SALE CONSIDERATION AND ESTIMATED OTHER CHARGES

I.	Villa/Villa/Plot Details		
	a)	Details of Villa/ Villa/Plot	
	b)	Location of Building	
	c)	Area (in square meters only)	Carpet Area*
			Exclusive Areas**
		Total Area#	
	d)	Parking Space(s)	No Separate Parking.
	e)	Specification(s) of Villa/Villa/Plot	
	f)	Common Areas and Facilities	
II.	Sale Consideration		
	a)	Total Cost of Villa	Rs. _____ /- <i>[Internal Note:- Please round up the amount]</i>

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b)	Exclusive Areas	Rs. _____/-
c)	Covered Car Parking Space(s)	Rs. _____/-
d)	Proportionate Common Areas Charges including Club house development Charges calculated on the Carpet Area	Rs. _____/-
e)	Facilities	Rs. _____/-
Total (Rounded off)		Rs. _____/- (Rupees _____ Only)
f)	Payment Schedule	
III.	Estimated Other Charges	

E.	In addition to the Sale Consideration, Estimated Other Charges, I agree and undertake to pay the following amounts as and when demanded by the Developer, towards:	
a)	All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax as demanded by the authorities, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), lease rent, lease premium, if any applicable and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (" Statutory Charges/ Other Charges ") in respect of the Villa/Villa/Plot and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me.	
b)	<p>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 of the Income Tax Act, 1961. Any delay and/or failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961 for which the Applicant(s) shall be solely responsible to deduct/deposit the said TDS with the competent authorities. The Applicant(s) shall submit, to the Developer, 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 with respect to the TDS deducted within the stipulated timelines as per Income Tax Act, 1961, then the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.</p> <p>In case the Applicant(s) fails to deposit the TDS in timely manner, the Developer may treat the said failure as deficiency/default of payment towards the Total Sale Consideration.</p> <p>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 Villa/Villa/Plot including on this Application Form and/or the Allotment Letter and/or the agreement for sub-lease ("Agreement for Sub- Lease") as per the provisions of Applicable Law, shall be borne and paid by the Applicant(s)/s as and when demanded by the Developer.</p> <p>Tax Declaration Form given in Annexure-E.</p>	

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	<p>I/We understand that, under the GST Law, a notified class of registered persons have to upload specified details on Invoice Registration Portal ("IRP") of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of Invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on Invoice to be issued by such registered person to the registered buyer.</p> <p>c) 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. "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. "Applicable Law" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, notifications, orders, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government notifications, circulars, directives, order or direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Application Form or thereafter.</p>
F.	<p>I further confirm that I/we am/are 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, and/or any third party. I am aware and I confirm that the advisements / publicity material released 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 ("RERA") read with the applicable Rules framed thereunder and I/we am/are not relying on the same for my/our decision to purchase the Villa/ Villa/Plot. 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/us by reason of anything contained in the publicity material / advertisement published in any form or in any channel, by the Developer, and/or any third party. I acknowledge that I have not relied upon the interiors depicted / illustrated in marketing collaterals/ the sample Villa / mock Villa and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout/ furnishing options without any obligation on the part of the Developer or provide the same.</p> <p>I/We acknowledge that areas, specifications, plans, images and other details are indicative and are subject to change</p>
G.	I acknowledge, agree and undertake that I shall neither hold the Developer, or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me/us nor make any claims/demands on the Developer, or any of its affiliates with respect thereto.
H.	Save and except the information / disclosure contained herein and on RERA website, I confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ Agreement for 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 for Sub-Lease or the RERA website.
I.	I have fully read and understood the Terms and Conditions attached hereto as Annexure A which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sub-Lease uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated 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.
J.	I have taken the decision to purchase the Villa/Villa/Plot in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.

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(Second Applicant)

(Third Applicant)

Payment Type	Bank Name	Amount	Branch	Transaction ID
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K.	<p>I hereby confirm that, I have made the payment of the Application Money (the money tendered with this Application Form) towards the Villa, details whereof are as under: Villa/ No..... Area..... I hereby understand that any payment shall be subject to realization and/or actual credit in Developer's bank account.</p>
L.	<p>In the event, the Developer is required to refund any amounts in terms of this Application Form, the Developer may refund such amounts in the below Bank account. I agree to update the Developer of any change in the Bank account details immediately in writing and shall not hold the Developer liable in case of my/our failure in this regard.</p>

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Annexure A

Terms and Condition

The Applicant(s) agrees, acknowledges, confirms and covenants that:

1. The Applicant(s) is aware that:

- a) SRSD BUILDCON VENTURE LLP ("**Developer**") having its registered office at A-15, 4TH FLOOR, SECTOR-136, GAUTAM BUDDHA NAGAR, UTTAR PRADESH- 201301, is developing a residential project in the name and style of "**FOREST WALK PHASE-1**" comprising of 97 Villas and 2 commercial Villa/Plots residential along with amenities, facilities, services etc. and such other developments as may be permitted ("**Project**") on the project land admeasuring approx. 39431 square meters bearing Khasra No. 1839,1840,1841, 1848, 1849, 1850, 1854, 1858,1859,1861,1862,1877,1879,1880,1881,1882,1883,1884,1885,1886,1887,1888,1889,1890,1891,1892, 1893, situated at NH-24, Dasna, Tehsil, & District Ghaziabad, Uttar Pradesh ("Said land"), vide sale deed(s) dated 08.07.2024 registered at the office of the Sub-Registrar; Sadar First, Ghaziabad, Uttar Pradesh in the book No. 1, Volume No. 211193, at Page No. 399 to 412, as document No. 8386 Dt. 08.07.2024.
- b) The Project bearing RERA Registration no. UPRERAPRJ_____ is registered with the Uttar Pradesh RERA Authority created pursuant to the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. I am also aware that the Project is being developed in multiple phases in consonance with the Applicable Law at the discretion of and in the manner the Developer may deem fit. I am also aware the Project is a mixed-use development, comprising residential zone along with commercial zone. Annexed hereto **Annexure B** is a copy of the Plan showing the Project.
- c) The Ghaziabad Development Authority has granted the bearing registration commencement certificate to develop the Project vide approval dated 09.05.2025 bearing registration No. GDA/LD/24-25/0612.
- d) The plans, specifications, images and other details herein may undergo change in accordance with Applicable Law, directions/orders of the statutory authorities.
- e) Post development of the Project Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development, at its discretion, form an association / co-operative society / condominium / limited company or combination of them ("**Association**"), for the Project / each of the buildings in the Project or otherwise as it may deem fit and proper. Further, the Developer may form an apex organization (being either an association / co-operative society / condominium / limited company or combination of them) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for each of residential and commercial zones, if any, as the Developer may deem fit. The Developer may in its discretion form a single association / co-operative society / condominium / limited company for the Project to be developed on the Project Land.
- f) The title of the Project Land is clear and marketable. I am aware of the development scheme as envisaged by the Developer. I am applying for allotment of the Villa/ Villa/Plot along with all rights, title and interest therein in the Project (within the Project) with full knowledge of all the laws/notifications and rules applicable to the Project/Project Land located in Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer in the Project Land, and has understood all limitations and obligations of Developer in respect thereof.

2. I agree to pay for the Villa/Villa/Plot Rs.(Rupeesonly) ("**Cost of Property**") details whereof and other charges payable by the Applicant(s) for transfer of the Villa/Villa/Plot in its favour, as mentioned in Annexure C. I understand that the total price as mentioned in Annexure C ("**Total Price**") includes the Goods and Services Tax (GST) and lease rent paid/ payable by the Developer to the competent authority, up to the date of handing over the possession of the Villa/Plot in terms of this Application and one year advance maintenance charges as per clause 26 of Annexure A.
3. I further understand that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by me to the Developer shall be increased/ decreased based on such change/ modification. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities beyond a period of one year from Completion Time Period as per clause 30 of Annexure A, 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 Villa/Plot, as per the provisions of Applicable Law. 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 / registered for the purchase of the Villa/Plot including this Application Form and/or the Allotment Letter and/or the Agreement to Sub-Lease as per the provisions of Applicable Law, shall be borne and paid by the Applicant(s) as and when demanded by the Developer.
4. I understand that the Total Price does not include any charges towards any facilities located outside the Project such as any commercial space(including but not limited to convenience stores, shops, kiosks,), recreational activities etc. 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 Annexure C as attached with this Application Form ("**Payment Plan**") 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.
5. The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Project/Project Land 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, 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 Project Lands.
6. The Applicant(s) understands that his rights, title and interest in the Villa/Plot to be allotted in the Project shall be governed by the Applicable Law 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 Villa/Plot; 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 Project or a group thereof or otherwise intended to be transferred by the Developer to third parties as permitted under Applicable Law). It being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project/Project Land and the same shall be used by the Applicant(s) in- common along with other occupants, as per the Project guidelines to be formulated by Developer and which shall be provided under the Allotment Letter, Agreement to Sub-Lease, other definitive documents and the Applicable Law.
7. The Applicant(s) hereby gives express consent to the Developer to raise any financial facilities against security of the Project Lands together with the building(s) being constructed thereon and mortgage the same with banks/financial institutions as aforesaid, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Lands (or any part thereof) in favour of the Association.
8. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the Developer from time to time. The Applicant(s) further understands that Developer shall be entitled, as per Applicable Law, to transfer/sub-lease the convenience stores, shops, kiosks, conveniences, building/ clubs as may be developed on Project Lands and the Applicant(s) shall not object to same at any point of time.

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9. The Applicant(s) hereby agrees and undertakes to pay all the amounts due along with applicable taxes 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.
 10. 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 Villa/Plot, 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 and further Agreement to Sub- Lease including timely payment of instalments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal in Payment Plan. Subject to timely payment of instalments, 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.
 11. It is understood by the Applicant(s) that% of the Cost of Property, shall be construed, considered and treated as "**Booking Amount**", to ensure the performance, compliance and fulfilment 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.
 12. 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 Villa/Plot 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 Villa/Plot and registration of the Agreement to Sub-Lease.
 13. Further, the Applicant(s), as and when called upon by the Developer, undertakes to pay the requisite stamp duty and be present for registration of the Agreement to Sub-Lease, as may be required under the Applicable Law, at the office concerned sub-registrar of assurances, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit the Booking Amount and Non-Refundable Amount as defined herein below.

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14. The Applicant(s) further agrees and understands that the Applicant(s) shall pay the requisite stamp duty and registration charges and register the Agreement to Sub- Lease within the timelines stipulated by the Developer, failing which, the Developer is entitled to deal with such non-compliance in terms of this Application Form and/or Applicable Law.
 15. Without prejudice to the Developer's right to charge Interest, in the event the Applicant(s) fails to (i) pay the requisite stamp duty and registration charges within the stipulated timelines and / or (ii) come forward for registration of the Agreement for Sub-Lease within the stipulated timelines, the Developer, at its sole discretion reserves its right to cancel this Application Form/revoke the allotment of the Villa/Plot and in event the Developer exercises its right to cancel/ revoke, then the Non-Refundable Amounts as defined herein below along with the Booking Amount shall stand forfeited and the Applicant(s) shall not raise any claims/dispute and waive off any rights/claims to the contrary that the Applicant(s)/s may have under any Applicable Law.
 16. The Applicant(s) understands that Applicant(s)'s eligibility to avail loan and/or 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.
 17. All outstanding amounts payable by any party under this transaction to other, shall carry such applicable interest at the rate of (i) 1% (one percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) on home loan per annum or (ii) such other rate of interest higher/ lower than 1% 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.
 18. In the event if the Applicant(s) fails or neglects to make the payment of (2) two consecutive demands raised by the Developer as per Payment Plan in accordance with terms of this Application Form 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 for Sub-Lease on due dates, despite having being issued notice in this regard, the Applicant(s) shall be liable to pay Interest as mentioned in clause 17 above to the Developer on the unpaid amount from the time the first demand fell due. In case the default of the Applicant(s) mentioned above continues for a period of 3 (three) consecutive months in-spite of the Developer issuing notice to the Applicant(s) and in the event if the Allottee fails to comply with its obligations, terms, conditions as set out in this Application Form and/or Allotment Letter and/or Agreement for Sub-Lease and fails to rectify the default within the aforesaid period of 15 (fifteen) days in that regard, the Developer shall be entitled, at its sole option, to terminate this Application Form and forfeit the Booking Amount along (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as determined by the Developer (d) all taxes paid by the Developer to the authorities and (e) any other applicable taxes and (f) 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 (g) 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 Amount**"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration 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 Villa/Plot and/or car park space and/or the Project and/or the Project Land 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 Villa/Plot to any third party of the Developer's choice without any recourse to the Applicant(s).
 19. 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 Booking Amount and Non-Refundable Amount.
 20. The name of the individual towers and/or Project, may be amended at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same.
 21. The Applicant(s) is aware that the Cost of Property does not include any charge towards right to use the (☐) covered (mechanical/stacked/tandem)/ (☐) open car park space and the same is being provided free of cost along with the Villa/Plot. The Applicant(s) understands that the car park space forms part of limited common area and facilities and shall be allocated by the Developer. The Applicant(s) further agrees and undertakes that Applicant(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 Applicant(s) that the Applicant(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.

22. The additional compensation / price (if any) payable to Ghaziabad or antecedent owners of the Project Land 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 Ghaziabad, 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.
23. The Developer shall confirm the final Total Area that has been allotted to the Applicant(s) after the construction of the Villa/Plot is complete and the occupation certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Total Area then the Developer shall adjust the excess money paid by Applicant(s) along with Interest from the date when such an excess amount was paid by the Applicant(s) from the next instalment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area such increase is not more as prescribed under the Applicable Law), allotted to Applicant(s), the Developer shall demand that from the Applicant(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as mentioned in Annexure D. 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.
24. 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 Villa/Plot) etc. as may be levied by Developer. The Applicant(s) acknowledges that advance maintenance charge (calculated at an estimated rate) for a period of 1 (one) year from the Completion Time Period has already been included in the Total Price of the Villa/Plot. Further, if the maintenance agency is not formed within 1(one) year from Completion Time Period, the Developer shall be entitled to collect from the Applicant(s) amount equal to the amount of maintenance mentioned in the Payment Plan annexed hereto plus 10 (ten) % in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the possession notice expiry date or the date of execution of the sub-lease deed, whichever is earlier. The Applicant(s) shall pay advance maintenance charges as mentioned in Annexure D, which amount shall be adjusted against the actual maintenance charges applicable and chargeable to all the Villa/Plot owners at the Project from the time of handover. Upon formation of the Association the account of the maintenance charges paid by the Applicant(s) shall be handed over to the Association.
25. The Total Price of Villa/Plot is exclusive of the statutory deposits to be made by the Developer to competent authorities towards electricity, water and other facilities at the 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 Law including revision of lease rent, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).
26. 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 Booking Amount and 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(seven) 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 Booking Amount and Non-Refundable Amount. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.
27. All cheques /demand drafts/remittance should be issued / deposited and payable at par drawn in favour of [●] situated at [●] and/or as stipulated by the Developer from time to time. The first sole/Applicant(s) shall mention his name, customer ID and Villa/Plot 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.
28. 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 amounts, the Villa/Plot shall be offered for possession on or before [●] or as may be extended by UPRERA from time to time ("**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 with the Applicable Law. For the purpose of this Application Form, "force majeure" event shall mean (a) war, flood, drought, fire, cyclone, earthquake, civil commotion, pandemic, epidemic or act of God or any other calamity caused by nature affecting the regular development of the Project; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court and (c) reasons beyond the control of the Developer.

29. In the event the Applicant(s) fails to take over possession of the Villa/Plot 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) shall be liable to pay to the Developer all costs and expenses which Developer may have to incur in relation to the Villa/Plot including holding charges of Rs.110/- (Rupees One Hundred and Ten only) per month per square meter on the Total Area of the Villa/Plot ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Villa/Plot for the period beyond 3 (three) months or such other higher or lower period as provided under Applicable Law till date of actual possession by the Applicant(s) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay, which shall be payable by the Applicant(s) within the time period stipulated by the Developer. During the period of said delay the Villa/Plot shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition.
30. That the Applicant(s) understands and agrees that the Developer shall not entertain any transfer/ nomination/ assignment of the rights of the Applicant(s) under the Allotment Letter / Agreement to Sub-lease, until the developer has received% of Cost of Property. The transfer / nomination / assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/ administrative charges at/- (Rupees only) per sqm on the Total Area of the Villa/Plot plus taxes as applicable on Total Area 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 transfer/administrative charges payable on the first transfer of the Villa/Plot and 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 Law, notifications/governmental directions and the sole discretion of the Developer.
31. 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 the Developer to add/delete other name(s) in the Allotment Letter and payment of an administrative charges of (Rupees) per square meter on the Total Area of the Villa/Plot along with taxes for each such addition/ deletion. However, 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 the Developer.
32. The Applicant(s) acknowledges that the Developer may also retain some portion / Villa/Plots in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same.
33. If applicable, 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 (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all Villa/Plots at the Project and the Applicant(s) confirm that his right, title and interest in the Villa/Plot to be allotted in the Project shall be limited to and governed by what is specified by the Developer in the said Declaration.

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34. Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project 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.
35. The 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. The Developer shall, before execution and registration of the sub-lease deed and handing over of possession of the Villa/Plot to the Applicant(s), obtain from the Government authorities, the necessary part occupation certificate in respect of the said Villa/Plot, as may be required under the Applicable Law.
36. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant(s), whose name appears first and at the address provided by the first named Applicant(s) 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 the Developer to the address provided by the first named Applicant(s) in Section A herein before shall be deemed to have been received by all the Applicant(s).
37. In the case of joint application for the Villa/Plot, unless a duly executed instruction by all such joint Applicant(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).
38. The name of 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 accords his irrevocable consent in respect thereof. It is further agreed by the Applicant(s) that the association of the brand name "Forest Walk" (in its registered logo form) or a combination of words with prefix as "Forest Walk" ("Brand Name") shall at all times be subject to the sole control and discretion of the Promoter
39. By executing this Application Form, the Applicant(s) agree/s and consent/s to the appointment of M/s SRSD BUILDCON VENTURE LLP having its registered office A-15, 4TH FLOOR, SECTOR-136, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201301 or any other agency, firm, corporate body, organization or any other person nominated by the Developer ("Facility Management Company") to manage, upkeep and maintain the Project, the Said Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities.
40. The Applicant(s) hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building/ tower (including the Applicant(s)'s proportionate share of the outgoings). The Developer hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Applicant(s) / association / apex body / apex bodies/common organization.
41. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ society / apex body / apex bodies / common organisation. The Applicant(s) hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company ("FM Agreement"). It is hereby clarified that the Applicant(s) agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the society/ association / apex body/common organisation, as the case may be, the Developer will novate the FM Agreement in favor of the society / association / apex body/common organisation, as the case may be. Post expiry of the tenure of the FM Agreement, the society / association / apex body/common organisation, as the case may be, shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the allottees in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Developer shall not in any manner be

accountable, liable or responsible to any person including the Applicant(s) / association / apex body / apex bodies/common organisation, for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, upkeep, management and control of the Project, building/tower and/or common areas, amenities and facilities thereto.

42. The Applicant(s) agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
43. The Applicant(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Developer / Facility Management Company, for the purposes of framing rules for management of the Project, its building(s)/ tower(s)/wing(s), common areas, common amenities and common facilities and use of the Villa/Plot / car parking areas by the Applicant(s) for ensuring safety and safeguarding the interest of the Applicant(s)/purchasers of apartment(s)/Villa(s)/premises/Villa/Plots in the Project and the Applicant(s) also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Developer/Facility Management Company and/or other purchasers of apartment(s)/Villa(s)/premises/Villa/Plots of the Project.
44. The Applicant(s) have represented and warranted to the Developer that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Villa/Plot as and when demanded by the Developer/ maintenance agency. The Applicant(s) understand and agree that he/they will apply for the home loan, if required, to any bank/financial institution at his sole cost, liability, risk and consequences. The Applicant(s) understands that the Applicant(s)'s eligibility to avail subvention plan, if offered, or any loan scheme for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions. The Applicant(s) agree/s and understand/s that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said loan to the Applicant(s). Further, the Developer shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant(s) shall always keep the Developer fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Developer in this regard.
45. 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 Law. 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 Application Form shall be construed and enforced in accordance with the laws of India for the time being in force and shall be subject to jurisdiction of competent courts in Ghaziabad.
46. 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 or the body corporate where required by the context, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender and others where appropriate wherever the context of this Application Form so demands.
47. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the 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.
48. In addition, if the Applicant(s) is a Non-Resident Indian (NRI), he undertakes to sign the NRI Declaration.

The Applicant(s) herein declares that the above terms and conditions have been read and understood by me and the same are acceptable to me.

Signature of First Applicant(s):

Signature of Second Applicant(s):

Signature of Third Applicant(s):

Date:

Place:

ANNEXURE B

PROJECT PLAN



ANNEXURE C

Cost of villa/ Plot

ANNEXURE D

COMMON AREA AND FACILITIES

1	Underground water tank and pump room
2	Water supply connection provision from main line
3	Domestic water supply equipment in plant room
4	Electric sub- station/ transformers/ electrical panels
5	Electrical meter room (As per Local Electrical Authority)
6	Main electrical connection
7	Guard room with Boom barrier at entry and exit
8	Storm water drainage line
9	Sewerage drainage line
10	Sewerage treatment plant
11	Power Distribution System, Sub – Station
12	Security and Fire control room
19	Water Supply from Overhead water tanks
20	Play areas, including lighting and services
21	Green landscape areas, water bodies, fountain and lighting / service thereof
22	Driveways/roads/walkways/lighting and services
23	Staircases, lobbies, munties, passages and landings of individual Villas
28	Common passages / road/ corridors including lighting
29	Green landscape areas and lighting / service thereof
31	Any other area as may be decided by the Developer

ANNEXURE E

TDS DECLARATION

Date: _____

To,

SRSD BUILDCON VENTURE LLP
A-15, 4TH FLOOR, SECTOR-136, GAUTAM
BUDDHA NAGAR, UTTAR PRADESH-
201301

Subject: Declaration about TDS awareness

I/We have submitted my/our application form with Application Money for booking the Villa/Plot No. ____ in the project [Name of the Project] being developed by SRSD BUILDCON VENTURE LLP.

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I/We understand and acknowledge that since my/our Villa/Plot's Total Price is more than 50 lakhs, I/we are required to deduct 1% TDS on every payment that I/we make to you and make this 1% payment to the income tax department.

I/We have been familiarized with the Section 194 IA of the Income Tax Act, 1961 under which with effect from June 1, 2013 every property buyer needs to deduct 1% TDS while making instalment payment for the property. This 1% TDS needs to be credited with the central government by filling form 26QB either using online payment option or over the counter payment option.

I/We am/are fully aware that timely deduction of TDS and payment of the same to the authorities is my/our responsibility and any delay in the same will lead to my/our incurring penalty and interest to the authorities.

You have familiarized me/us with the process steps for the same and have also provided the necessary details to enable me/us to make these payments in future. I/We hereby agree and undertake to deposit the TDS with the government authorities and further to submit the signed TDS certificate in prescribed Form 16B within 15 days from the date of TDS payment to you.

(First/Sole Applicant(s))

(Second Applicant(s))

(Third Applicant(s))

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):

- 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.