

Application Form No.	Customer ID	Date:

APPLICATION FORM

To,
Birla Estates Private Limited
Unit No. 501, 5th Floor,
Tower 3, Worldmark, Sector 65,
Gurugram – 122011.

Dear Sir/Madam,

I/We request that I/we may be allotted a residential apartment/ unit in the Project Birla Arika Phase 2 situated at Sector 31, Gurugram, Haryana (hereinafter referred to as the “**Project**”), details whereof are as under and in terms of this Application Form, which are more particularly mentioned in **Annexure A** (Terms and Conditions):-

Project Name	Birla Arika Phase 2
Tower / Block / Wing No.	
Apartment/Unit No.	
RERA Registration No.	
RERA Web ID / Link	www.haryanarera.gov.in
Promoter	Birla Estates Private Limited

1. NAME & DETAILS OF THE APPLICANT/ APPLICANT(S)

Photograph	1 st Applicant	2 nd Applicant	3 rd Applicant
Details	1 st Applicant	2 nd Applicant	3 rd Applicant
Full Name			
Son/Wife/Daughter of			

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Date of Birth			
Nationality			
Pan Card No.			
Aadhaar Card No.			
Mobile No.			
Alternate Contact No.			
Landline No.			
Email 1			
Email 2			
Occupation (Salaried, Self Employed, Professional, Retired, Homemaker, Business person, Any other Occupation)			
Address for Communication			
Permanent Address			
Marital Status (Married/ Single)			
Date of Marriage Anniversary			
Residential Status (Please specify if			

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Resident/ Non-Resident/Foreign National of Indian Origin/Others)			
Passport No.: (For Non – Resident / Foreign National of Indian Origin)			
Power of Attorney Holder's Name (If required)			
Power of Attorney (P.O.A) / General Power of Attorney (G.P.A.) Holder's Address (If required)			
Please mention if you are an existing Birla Estates customer (Yes/No) If yes, please mention the Apartment/ Unit Commercial Unit number and the Project name			

IN CASE APPLICANT(S) IS A COMPANY/LLP

Name of Company / LLP:	
Authorized Rep. Name:	
Date of Incorporation:	
PAN:	
Registered Address:	
Pin Code:	
Address for Communication: (if different from Registered Address)	
Pin Code:	
Contact Nos:	
Office:	
Mobile:	
Alternate No.	
Email:	

IN CASE APPLICANT(S) IS A PARTNERSHIP FIRM/HUF FIRM/TRUST

(Signature of First Applicant) (Signature of Second Applicant) (Signature of the Third Applicant)

Authorized Partner / Karta / Signatory:	
Date of Formation:	
PAN:	
Office Address:	
Pin Code:	
Address for Communication: (if different from Office Address)	
Pin Code:	
Contact Nos:	
Office:	
Mobile:	
Alternate No.	
Email:	

Note for all the Applicant(s):

- (a) Self-Attested photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhaar Card to be submitted along with this Application Form.
- (b) If Applicant(s) is/are company, partnership firm, limited liability partnership, HUF, Trust the following 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 and (f) Board/ Partner/ Trust Resolution/ Letter of Authority signed by all partners appointing the authorized signatory and authorizing this purchase along with the name of authorized representative/ Partner.
- (c) Please affix the official stamp of the respective Company / LLP / Trust / Partnership / HUF as may be applicable.
- (d) All compliance in terms of Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant/s.
- (e) By providing Applicants personal information in this Application Form, the Applicants/s hereby consent and authorize the Promoter and/or its affiliates to communicate with the Applicant/s by email(s), call(s), SMS(es), WhatsApp, Electronic Communications, using digital media, or via any other mode of communications in relations to any of the information's pertaining to the Project.
- (f) I/We hereby voluntarily and consciously provide agreement, acknowledgement and explicit consent for collection, preservation, utilization, and processing of information furnished by me/us for the specific purpose of booking of the Apartment/Unit with the Promoter. Furthermore, I / we is /are aware that any telephonic communication with representatives of the Promoter may be subject to recording, and I/we hereby grant my/our express consent for such recording.
- (g) That in case there are joint Applicant(s), all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the joint Applicant (s). No separate notice/communication will be sent to any of other joint Applicant.

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

2. HOW DID YOU HEAR ABOUT US?

Direct Walk-in	Newspaper	Television /Internet Advertisement	Call Centre
Hoarding	Corporate	Invite	Website
Referred by Bank / HFI (please specify)	Internet Portal (Please specify)	Broker/Channel Partner (please specify)	Referred by (please specify name & contact number)
Exhibition	SMS	Referred by existing customer.	Others (Please specify)

Name and Stamp of Channel Partner (if applicable):	
RERA Registration No. of Channel Partner	

3. PROMOTERS SALES REPRESENTATIVE:

Name	
Signature	

4. PURPOSE OF PURCHASE: (a) Investment (b) Self-Use

5. DETAILS OF APARTMENT/ UNIT AND CAR PARKING SPACE(S) ETC.:

	A	Details of Apartment/ Unit	Apartment/ Unit No. _____, _____ floor, Tower / Building _____.
			The Floor Plan demarcating Apartment/ Unit as

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

		attached as “Schedule I”
B	Typology	[●] BHK
C	Area (in square meters)	Carpet Area*
		Other Areas**
		Total Area ***
D	Parking Space(s):	Nos. _____ situated at basement
E	Common Areas/ Amenities/ Facilities	As per Schedule IV
F	Specification(s) of Apartment/ Units	As per Schedule III

*“**Carpet Area**” is the net usable floor area of the Apartment/ Unit excluding the area covered by external walls, areas under service shafts, balcony or verandah area appurtenant to the Apartment/ Unit for use of the Applicant/s and open terrace area appurtenant to the Apartment/Unit for use of the Applicant/s but includes the area covered by internal partition walls of the Apartment/ Unit.

“Other Areas**” shall mean balcony and/or open terrace and/or verandah appurtenant to the net usable floor area of the Apartment/Unit and meant for use of the Applicant/s and other areas appurtenant to the Apartment/Unit for use of the Applicant/s.

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

6. SALE CONSIDERATION/ TOTAL PRICE/ OTHER ESTIMATED CHARGES ETC.:

A	Sale Consideration	Rs. _____/- (Rupees Only)
B	Estimate Other Charges and Any other amounts/ charges	As per Schedule II
C	Total Price	As per Schedule II
D	Payment Schedule	As per Schedule II

7. FINANCE FROM BANK/FINANCIAL INSTITUTION:

YES NO

If yes, Preferred Financial Institution:

(Signature of First Applicant) (Signature of Second Applicant) (Signature of the Third Applicant)

8. MODE OF PAYMENT:

(a) Cheque /Demand Draft / P.O. (b) Electronic Money Transfer (c) Debit /Credit Card.

9. I hereby enclose a (i) Cheque/Demand Draft No. _____ dated _____ in favour of “_____” drawn on _____ Bank, _____ Branch _____ and have paid a sum of Rs. _____ OR (ii) NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for a sum of Rs. _____ /- (Rupees _____ only) (“**Application Money**”) as part of Earnest Money (as defined hereinafter) payable by me/us as per terms of this Application and subject to realization. The Application Money/Earnest Money includes Expression of Interest amount, if paid.

10. ADDITIONAL INFORMATION FOR NRI / FOREIGN NATIONAL OF INDIAN ORIGIN:

Name of Bank:	
NRE/NRO/FCNR Account No.	

For the purpose of remitting funds from abroad by the Applicant(s), the following are the particulars of the beneficiary:

Beneficiary's Name	
Beneficiary's Account No.:	
Bank Name	
Branch Name	
Bank Address	
Swift Code	
IFSC Code	

11. I/We acknowledge, agree and undertake that I/we shall neither hold the Promoter or any of its sister concerns/ 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 Promoter or any of its sister concerns/ affiliates with respect thereto.
12. All the above information provided by me/us is/are true and nothing has been concealed or suppressed.
13. I/We undertake to inform the Promoter promptly of any changes to the above information and particulars furnished by me/us.

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Yours faithfully,

First Applicant

Second Applicant

Third Applicant

Place: _____

Name of Closing Manager: _____

Name of Sourcing Manager: _____

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Annexure “A”
(“Terms and Conditions”)

The Applicant/s hereby declare/s, acknowledge/s and covenant/s that:

1. The Applicant/s is/are aware that:

- a. By virtue of the Development Agreement dated 28.05.2024, the Promoter has been granted and is entitled to development rights, inter alia, in respect of land admeasuring 13.275 acres or approximately [●] square meters, situated at Village Jharsa, Sector 31–32A, Tehsil Wazirabad and District Gurugram, Haryana (hereinafter referred to as the “**Larger Land**”), on the terms and conditions contained therein. Pursuant thereto, the Promoter has already launched its first phase of development under the name and style of “Birla Arika”, bearing RERA Registration No. [●], on a portion of the Larger Land admeasuring [●] acres or approximately [●] square meters. The Promoter is now undertaking the second phase of the said project under the name and style of “Birla Arika Phase 2 (hereinafter referred to as the “**Project**”), proposed to be developed on land admeasuring 1.53 acres or approximately [●] square meters, situated at Village Jharsa, Sector 31–32A, Tehsil Wazirabad and District Gurugram, Haryana (hereinafter referred to as the “**Project Land**”), wherein the amenities and facilities shall be common and shared across all phases of the project. This Application Form is for the allotment of the Apartment/Unit situated in the Project.
- b. The Promoter/Developer intends to develop the Project consisting of three (3) Towers, EWS and nursery school in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- c. The Project shall form an integral part of the Larger Land designated for residential group housing. The Directorate of Town and Country Planning, Haryana, has granted license for the development of the Project under License No. 116 of 2011. Thereafter vide Memo No. LC-2512-JE(SK)/2024/28923 dated 13.09.2024 the change of Promoter has been approved by the Directorate of Town and Country Planning, Haryana in the favour of the Promoter herein.
 - a. The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities.
 - b. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“Act”) with the Real Estate Regulatory Authority (“Authority”) (“**RERA**”) at HARERA Gurugram on [●] under registration number [●].
 - c. The Applicant/s has/have fully understood the development scheme as envisaged by the Promoter.

2. Total Price / Sale Consideration/other amounts:

- a. The Applicant/s hereby agrees and undertakes to make timely payments of the Total Price / Sale Consideration and all other amounts as mentioned herein to the Promoter as agreed including in accordance with the Payment Plan as mentioned in **Schedule II** on or before the due dates in terms of the Application Form/Allotment Letter/Agreement for Sale.

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

For the purpose of this Application Form, the term earnest money shall mean 10% (Ten Percent) of the Total Price payable by the Applicant/s in one or more than one instalment (as the case may be) and as per the Payment Plan including but not limited to Application Money/amounts paid on Expression of Interest, if any, (i.e. money tendered with Expression of Interest (if any) and this Application Form) (“**Earnest Money/ Booking Amount**”).

3. Cancellation / Termination

- a. In case the Applicant fails to make payments for two consecutive demands/reminder made by the Promoter, despite having been issued notice in that regard the Applicant shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- b. In case of default by Applicant under the condition listed above continues for a period beyond Sixty (60) days after the first demand/notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment for Residential usage alongwith parking (if applicable) in favour of the Applicant and refund the money paid to the Promoter by the Applicant by forfeiting the booking amount paid for the allotment and interest component on delayed payment and any other charges (payable by the Applicant for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the Applicant to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Applicant shall be returned by the Promoter to the Applicant within ninety (90) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated.

In case the obligations as above are not complied with either by the Applicant or the Promoter, the Authority may issue suitable directions. Provided that, the Promoter shall intimate the Applicant (s) about such termination at least thirty days prior to such termination.

- c. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration and / or development charges and/or any pass through charges paid / incurred by the Applicant to the Promoter or any government authority shall not be refunded upon such cancellation / termination except if any refund of GST is received by Promoter from any government authority on amounts that were paid by the Applicant over and above the Earnest Money amount, which shall be refunded by the Promoter within ninety (90) days of receipt of the same. Upon such cancellation, the Applicant/s shall not have any right, title and/or interest in the Apartment/Unit and/or car park space and/or the Project and/or the Project Land and or any part thereof and the Applicant/s waives his/their right to claim and/or dispute against the Promoter in any manner whatsoever.
- d. The Applicant/s acknowledges and agrees that the forfeiture as stated herein 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. It is clarified that the provisional allotment and the entitlements if any of the Applicant shall cease and become void and invalid after expiry of the written notice by the Promoter to the Applicant as stated above and the Applicant shall merely be entitled to the balance amount (if any) to be refunded in terms hereof and the Promoter shall be entitled to sell the Apartment/Unit to any third party of the Promoter choice without any recourse to the Applicant/s. Further, the Applicants hereby

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

undertake to indemnify and keep the Promoter and its director / partners / office bearers indemnified for any losses, damages, charges and expenses suffered by them on account of breach of any of the terms and conditions herein by the Applicant.

4. **Interest**

Without prejudice to the rights and remedies as available to the Parties in terms hereof and as per applicable law, all outstanding amounts payable by any party under this transaction to other shall carry interest at the rate of (i) 2% (two percent) plus SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder (“**Interest**”) from the date it falls due till the date of receipt/realization of payment to the other party. It is further clarified that GST at applicable rate is leviable on Interest amount, which shall be borne and paid by the Applicant.

5. **Taxes**

- 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, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), 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**”) in respect of the Apartment/Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts payable by the Applicant.
- b. In accordance with the provisions of the Income Tax Act, 1961 (as amended), any payment towards acquisition of immovable property (other than agricultural land) where the aggregate consideration is INR 50,00,000/- (Rupees Fifty Lakhs only) or more is subject to deduction of tax at source (“TDS”) at the rate prescribed under applicable law.

Accordingly, the Applicant(s) shall deduct TDS on the Total Price payable for the Apartment at the applicable rate and deposit the same with the concerned authorities within the prescribed timelines. The Applicant(s) shall, within 30 (thirty) days of such deduction, provide the original TDS certificate (Form 16B) to the Promoter. Submission of the said TDS certificate shall be a condition precedent for the Promoter to hand over possession of the Apartment and to execute the Conveyance Deed in favour of the Applicant(s). In the event the Applicant(s) fails to deduct or deposit the TDS or if such TDS is not duly reflected in the Promoter’s Form 26AS and/or the original TDS certificate is not furnished to the Promoter, then the corresponding amount of TDS shall be treated as outstanding and recoverable from the Applicant(s). The Promoter shall be entitled to adjust/recover such amount, and possession of the Apartment shall be withheld until full compliance is made by the Applicant(s). The Applicant(s) shall be solely responsible and liable for any consequences, penalties, or statutory obligations arising from non-deduction or non-deposit of TDS, and the Promoter shall not be held liable in this regard.

- c. The Sale Consideration stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Government and/or any public and/or statutory authority. In the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Applicant will be liable to make payment of such additional GST or such other applicable taxes based on revised rates on the Consideration.

6. The Applicant/s hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Apartment/Unit within 30 days from the date the Promoter requests to the Applicant for registration thereof and on payment of 10% (ten percent) of Sale Consideration to the Promoter or as stipulated by the Promoter, failing which the Promoter 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 amounts in terms thereto.

7. Delivery of the Apartment/ Unit:

- a. The Promoter shall offer possession of the Apartment/Unit to the Applicant/s on or before [●] day of [●] 20__ (“**Delivery Date**”). The Delivery Date shall stand reasonably extended as per applicable laws on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Promoter 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 Promoter is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant/s, the Promoter shall refund the amounts received from the Applicant/s along with prescribed Interest in accordance to the applicable laws.
- b. In the event the Applicant/s fails to take possession of the Apartment/Unit within the stipulated timelines, then the Applicant/s shall be liable to pay to the Promoter Rs.[●] /- (Rupees [●] Only) per month per square feet on the Total Area of the Apartment/Unit (“**Holding Charges**”) and applicable maintenance charges for the upkeep and maintenance of the Apartment/Unit and all other terms and conditions as may be prescribed in the Agreement for Sale shall apply.

8. Certain material and fundamental understandings

The Applicant/s agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms / conditions of this Agreement and transfer of ownership of the Apartment to the Applicant/s, and it shall be bound by the following at all points of time;

- i. The Applicant/s shall not use/ cause to be used / permit to be used, the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Applicant/s specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- ii. If any damage is caused to the Project or part thereof/ Common Areas/ Apartment on account of any act, negligence or default on part of the Applicant/s or his employees, agents, servants, guests, or invitees, the Applicant/s shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter.
- iii. The Applicant/s is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for use by one or more Apartment. The Applicant/s shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Promoter in writing.

- iv. The Applicant/s shall not cover or construct the balcony(ies), and open spaces reserved exclusively for the dedicated use of the Apartment and shall only use the same as provided by the Promoter, as the case may be, and in no other manner whatsoever.

9. Assignment and Transfer

- i. The Applicant/s shall not be entitled to transfer/assign his/their interest in the Apartment/Unit in favor of any third party unless (i) 30% (twenty percent) of the Sale Consideration has already been paid and (ii) a term of 15 months (fifteen) months has elapsed from the date of allotment and (iii) the Applicant/s has/have obtained prior written consent of the Promoter and (iv) the Applicant/s is in compliance of the terms and conditions of the Application Form / Allotment Letter / Agreement For Sale including for non-payment of any dues thereof.
- ii. The transfer may be permitted at the Promoter's discretion on payment of Rs. [●] per sq. mtr. on the Total Area plus applicable taxes; however, no charges shall apply for the first transfer and for addition/deletion/substitution in favour of parents, spouse, children, brother and unmarried sister upon submission of proof.
- iii. Upon transfer endorsed by the Promoter, the Applicant/s and transferee shall execute required undertakings/indemnities and documents to comply with this Agreement and the Applicant/s shall remain solely liable for all legal and other consequences arising from such transfer.
- iv. In the event the Applicant/s has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoter, permitting the said assignment / transfer by the Applicant/s.
- v. All taxes including GST and cess on the transfer / administrative charges shall be borne and paid by the Applicant/s.
- vi. All obligations under this Agreement shall bind any transferee/assignee/heir/ beneficiary and the Applicant/s shall remain solely liable for all legal, monetary, or other consequences of such transfer/nomination.

10. I/We hereby agree and confirm that the Promoter shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the said Apartment against security of the Project Land (subject to my/our rights to the said Apartment).

11. The Promoter shall carry out the development on the said Project Land in accordance with the sanctioned plans, specification and layout as approved by the concerned authorities from time to time. Subject to applicable laws, the Promoter shall be entitled to make such variations, amendments, alterations or modification thereto or otherwise as the Promoter in its sole discretion or as may consider necessary or as may be required by the concerned local authority/ the Government, using

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

such present and future or proposed FSI/ TDR /FAR / development potential that may be available to the Promoter, from the said concerned authority and/or such other entire FSI/ TDR /FAR / development potential that may be available to the Promoter in respect of the Project Land.

12. The Applicant/s is/are aware that for the purposes of maintenance and management of the Project, the Promoter would be appointing a facility management company, at its sole discretion without any reference to the Applicant/s and other occupants of the Project on such terms and conditions as the Promoter may deem fit and the Applicant/s agrees and consents to the same.
13. The Promoter may be depending on the nature, scope and use of entire development, at its discretion, form an organization / co-operative society / condominium / limited company / association/ apex body or combination of them, for the Project / each of the buildings or otherwise as it may deem fit and proper, as per the applicable laws.
14. The Applicant(s) clearly and unequivocally confirm/s that in case remittances related to the Sale Consideration /Total Price and all other amounts as payable under Application Form/Allotment/Agreement for Sale of the Unit/Apartment are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under Application Form/Allotment/Agreement For Sale. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Promoter accepts no responsibility in this regard and the Applicant(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), it shall be the sole responsibility of the Applicant(s) to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.
15. 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 Apartment/Unit including on this Application Form and/or the Allotment Letter and/or the Agreement for Sale and / or on Deed of Conveyance and / or any other document in relation to the said Apartment as per the provisions of applicable laws, shall be borne and paid by the Applicant/s.
16. The Applicant(s) further confirms and acknowledges that the Applicant(s) has/ have read and understood the information/documents uploaded by the Promoter on RERA website: www.haryanarera.gov.in and/or information/documents submitted by the Promoter to the Applicants or otherwise and hereby declares that the Applicant(s) has submitted this Application Form with full knowledge of all the disclosures including disclosures pertaining to litigations contained on RERA website, if any and undertake not to make any claim against the Promoter with regards thereto.
17. All the notices / communication to be served upon the Applicant(s) shall be deemed to have been duly served, if the same is sent by email /courier / Registered A.D. / Speed Post / hand delivery at address of the Applicant(s) contained herein. In case of any changes in my/our address, the same shall be communicated to the Promoter at least 15 days in advance. Any delay or default in this behalf

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

at Applicant's end will not concede any extension of time or excuse for non-payments or non-receipt of any letters/correspondences addressed to the Applicant(s).

18. The Applicant(s) is/are aware that the contents of these presents shall supersede all other writings, brochures, leaflets and other sales materials and/ or any other document and shall be deemed as final and binding on parties hereto.
19. The Applicant/s hereby acknowledges and agrees that any transaction conducted between the Applicant/s and any third party or broker, including but not limited to brokers, agents or intermediaries, shall be independent of and unrelated to the Promoter. The Promoter shall not be privy to, involved in, or liable for any such transactions. The Applicant/s further understands and accepts that the Promoter will not assume any responsibility or obligation in connection with such transactions and the Applicant/s shall bear full responsibility for such dealings.
20. The Applicant(s) acknowledge that he/she/it/they have not relied upon the interiors depicted / illustrated in marketing collaterals /the sample Apartment and its colour, texture, the fitting(s), fixture(s) and installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same.
21. The Applicant hereby voluntarily and consciously provide agreement, acknowledgement and explicit consent for collection, preservation, utilization, and processing of information furnished by me/us for the specific purpose of booking of the Apartment/Unit with the Promoter. Furthermore, the Applicant is /are aware that any telephonic communication with representatives of the Promoter may be subject to recording, and I/we hereby grant my/our express consent for such recording.
22. 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 and the Rules and Regulations made thereunder and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder.
23. In case the parties are unable to settle their disputes within 45 (forty-five) days of intimation of dispute by either Party, the Parties may refer the dispute as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder or any other applicable laws, as may be permitted.
24. The Applicant has/have fully read and understood the terms and conditions set out hereunder and do hereby agree, undertake and covenant to abide and be bound by them. All annexures to / of this Application Form shall form an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
25. All the above information provided by me / us is true and nothing has been concealed or suppressed. I / We further undertake to inform you promptly of any changes to the above information and particulars furnished by me / us.
26. The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me/us and the same are binding upon me/us, my/our respective nominees/ legal heirs, executors, successors and assigns.

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

Project Name: Birla Arika Phase 2
RERA Registration No: [●]
RERA website: www.haryanarera.gov.in

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

ACKNOWLEDGEMENT

Sr. No. _____

This is to confirm that we have received an amount of Rs. _____ (Rupees _____) from Mr./Ms. _____ paid by cheque/demand draft/ RTGS/Net Banking/NEFT/IMPS/Credit Card/Debit Card on _____ as Application Money as part of Earnest Money (as defined hereinabove) payable by me as per terms of this Application and subject to realization. The Application Money/Earnest Money includes Expression of Interest amount, if paid.

Cheque Details:

Cheque No.: _____ Dated _____ Drawn on _____

Bank _____ Branch _____

Name of Sales Manager: _____

Signature of Sales Manager: _____

Mobile No.: _____

Note: This is purely an acknowledgment of the receipt amount and is subject to clearance of the cheque/online payment.

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)

SCHEDULE- I
DESCRIPTION OF APARTMENT/UNIT PLAN

SCHEDULE-II
PAYMENT PLAN

SCHEDULE-III
SPECIFICATIONS OF THE APARTMENT

SCHEDULE-IV
LIST OF AMENITIES/FACILITIES OF THE PROJECT

(Signature of First Applicant)

(Signature of Second Applicant)

(Signature of the Third Applicant)