



Garden

RESIDENCY

APPLICATION FORM



Application for the allotment of an Independent Residential Floor _____ located at Plot No. _____ in the Project “Garden Residency” situated in the revenue estate Sohna, Sector 5 Sohna, Tehsil Sohna, District Gurugram, Haryana.

HARERA Registration No. _____

Dated _____ | <https://haryanarera.gov.in>

M/s Ekaakshara Builders LLP

ACM-5303

Regd/ Corporate Office: Unit No. 303, Suncity Success
Tower, Sector-65, District Gurugram, Haryana.

Dear Sir/Madam,

1. The Applicant(s) understands that Promoter along with the Landowners are the absolute and lawful owner of Plot bearing No. _____ measuring _____ Sq. Yds. in the Project titled as ‘Garden Avenue’ Affordable Plotted Colony under the Deen Dayal Jan Awas Yojana 2016 situated at revenue estate Sohna, Sector-5 Sohna, Tehsil Sohna District Gurugram, Haryana. (Location Plan attached in Schedule IV-A)
2. The Promoter has obtained license 118 of 2025 dated 14.07.2025 (Endst. no. LC-5261-JE(SK)-2025/26455) for setting up of an Affordable Plotted Colony under the Deen Dayal Jan Awas Yojana (“DDJAY”) on the land admeasuring 11.0875 acres situated in the revenue estate Sohna, Sector-5 Sohna, Tehsil Sohna District Gurugram, Haryana forming part of Joint Development Agreement dated Joint Development Agreement dated 27.03.2025, (Regd. No. 17469, Regd. Year 2024-2025, Book No. 01), Joint Development Agreement dated 27.03.2025, (Regd. No. 17468, Regd. Year 2024-2025, Book No. 01) and Joint Development Agreement dated 24.03.2025, (Regd. No. 17134, Regd. Year 2024-2025, Book No. 01) all duly registered before the office of the Sub-Registration Sohna, District Gurugram, Haryana.
3. That the present Project is proposed to be developed in area admeasuring 1.2470 Acres forming part of the 118 of 2025 dated 14.07.2025 (Endst. no. LC-5261-JE(SK)-2025/26455) issued by the Department of Town & Country Planning, Haryana. (“DTCP”)
4. The Promoter is constructing on the Said Land a project comprising of four (04) independent residential floors, along with basement, (if applicable) stilt parking and common areas and facilities as given in Annexure-I and the same shall be known as ‘Garden Residency’ (“Project”). The floor plans of the Project are attached as Schedule IV.
5. The Applicant(s) request(s) the Promoter for allotment of an independent residential floor in the Project having Carpet area of approx. _____ sq. ft (_____ Sq. Mtr.) comprising of _____ sq. ft (_____ Sq. Mtr.) of Carpet area on _____ floor and _____ sq. ft (_____ Sq. Mtr.) of carpet area in Basement along with car parking and exclusive area admeasuring sq. ft (_____ Sq. Mtr.) (*If applicable*) in the basement as permissible under the applicable laws and right in the common areas (hereinafter referred to as the “Said Independent Floor”).

Sole/First Applicant

Second Applicant

Third Applicant

6. The Applicant(s) fully acknowledges that the Promoter has provided all the information and clarifications as required by the Applicant(s) and the Applicant(s) is fully satisfied with the same. The Applicant(s) has fully acquainted himself with all the particulars of the Project as has been provided by Promoter on the official website of the Haryana Real Estate Regulatory Authority established as per the provisions of the Act (hereinafter defined) and Rules (hereinafter defined) and is subject to mutually agreed variations thereto. The Applicant(s) has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the Project is being constructed.
7. The Applicant(s) state(s) and confirm(s) that the Promoter has made the Applicant(s) aware of the availability of the Agreement for Sale ("Agreement") at the registered and corporate office of the Promoter. The Applicant(s) confirms that the Applicant(s) has read and perused the Agreement containing the detailed terms and conditions as per the applicable law. The Applicant(s) further confirm(s) to have fully understood the terms and conditions of the said Agreement and is agreeable to perform his/her obligations as per the conditions stipulated in the Agreement. Having understood and agreed, the Applicant(s) has/ have applied for allotment of a residential floor in the said Project and has requested the Promoter to allot the Said Independent Floor therein.
8. The Applicant(s) hereby confirms that he/she is signing this Application with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the Project. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self-contained and complete in itself in all respects.
9. The Applicant(s) has clearly understood that by submitting this Application, the Applicant does not become entitled to the final allotment of the Said Independent Floor in the Project notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s).
10. The Applicant(s) encloses herewith a sum of Rs. _____ /- (Rupees _____ only) by Bank Draft/Cheque No. _____ dated _____ drawn in favour of the Promoter payable at _____ or through Electronic Transfer in Account no. _____, maintained with _____ Bank, in _____ Branch, bearing IFSC Code _____, towards part payment of the Booking Amount (as defined hereinafter). The Applicant(s) agrees that the aforesaid payment which forms a part of the Booking Amount shall be adjusted as part payment towards the Total Price (as defined below), of the Said Independent Floor along with parking spaces.
11. The Applicant(s) agrees that if the Promoter allots the Said Independent Residential Floor along with parking spaces, then the Applicant(s) agrees to pay the Total Price of the Said Independent Residential Floor as per the Payment Plan annexed hereto as Schedule-III.
12. If the Applicant(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Applicant(s) and further execute the said Agreement and register the said Agreement before the Sub-Registrar, Sohna, District Gurugram as per intimation by the Promoter, then the Promoter shall serve a notice to the Applicant(s) for rectifying the default,

Sole/First Applicant

Second Applicant

Third Applicant

which if not rectified within sixty (60) days from the date of its receipt by the Applicant(s), the application/allotment of the Applicant shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the Booking Amount shall be returned to the Applicant(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Applicant(s) to get the Agreement executed, the Applicant(s) does not come forward or is incapable of executing the same, then in such a case the Promoter has an option to forfeit the Booking Amount.

13. Notwithstanding anything contained in this Application, the Applicant(s) understands that this Application will be considered as valid and proper only on realization of the amount tendered with this Application. The Applicant(s) agrees to abide by the terms and conditions annexed hereto in this Application and the terms as laid down in the Agreement.

Sole/First Applicant

Second Applicant

Third Applicant

1. SOLE OR FIRST APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

Please affix
photograph and
sign across the
photograph

Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed income tax.

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./TIN No. _____

Tel No. _____ Mobile No. _____ E-mail ID: _____

Fax No. _____ (attached certified true copy of the Board Resolution/Power of Attorney)

2. JOINT/SECOND APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

Please affix
photograph and
sign across the
photograph

Income Tax Permanent Account No. _____

Sole/First Applicant

Second Applicant

Third Applicant

Ward / Circle / Special Range / Place, where assessed income tax.

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

Board Resolution dated/Power of Attorney _____

PAN No./TIN No. _____

Tel No. _____ Mobile No. _____ E-mail ID: _____

Fax No. _____ (attached certified true copy of the Board Resolution/Power of Attorney)

3. THIRD APPLICANT(S)

Title Mr. ☐ Ms. ☐ M/s. ☐

Name _____

Son / Daughter / Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

Please affix
photograph and
sign across the
photograph

Income Tax Permanent Account No. _____

Ward / Circle / Special Range / Place, where assessed income tax.

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Tel No. _____ Mobile No. _____

E-mail ID: _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Sole/First Applicant

Second Applicant

Third Applicant

Authorized Signatory _____
Board Resolution dated/Power of Attorney _____
PAN No./TIN No. _____
Tel No. _____ Mobile No. _____ E-mail ID: _____

Fax No. _____ (attached certified true copy of the Board Resolution/Power of Attorney)

4. DETAILS OF SAID INDEPENDENT FLOOR AND ITS PRICING

The **Total Price** for the **Said Independent Floor** based on the **Carpet Area** is Rs. _____ (Rupees _____ only ("Total Price")):

Plot No. _____ Block _____ Independent Floor No. _____ Parking Nos. _____ <u>In Basement</u> Store No. _____ Staff Room No. _____	Rate of Said Independent Floor per square feet*
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Applicant(s) . (This includes GST payable at rates as specified from time to time)	
Total Price (in rupees)	

Carpet Area: _____ Sq. Ft. (_____ Sq. Mtr.) comprising of _____ Sq. Ft. (_____ Sq. Mtr.) on Carpet Area on _____ floor and _____ Sq. Ft. (_____ Sq. Mtr.) of Carpet Area in Basement.

Balcony area _____ Sq. Ft. (_____ Sq. Mtr.)

Basement area _____ Sq. Ft. (_____ Sq. Mtr.)

5. DECLARATION

The **Applicant(s)** hereby declares that the above particulars / information given by the **Applicant(s)** are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date: _____

Place: _____

Signature of Applicant(s)

Sole/First Applicant

Second Applicant

Third Applicant

-----**FOR OFFICE USE ONLY**-----

RECEIVING/OFFICER

Name:

Signature:

Date:

1. **ACCEPTED** ☐ **REJECTED** ☐

Independent Residential floor having Carpet area of approx. _____ sq. ft (_____ Sq. Mtr.) comprising of _____ sq. ft (_____ Sq. Mtr.) of Carpet area on _____ floor and _____sq. ft (_____ Sq. Mtr.) of carpet area in Basement along with car parking and exclusive area admeasuring sq. ft (_____ Sq. Mtr.) (*If applicable*) in the basement.

Parking Space Nos. (1)_____ (2)_____Type: Covered (stilts).

Total Price payable for the Said Independent Floor: Rs. _____/-

(Rupees _____Only)

2. Payment received vide Cheque/DD/Pay Order No. _____
dated _____ for Rs. _____

3. **Booking Receipt No.** _____Dated _____

4. **BOOKING DIRECT/Real Estate Agent**

Name _____

Address _____

Registration No. _____

Stamp with Signature _____

5. Check-list for Receiving Officer:

- (a) Amount paid along with Application.
- (b) Applicant's signature on all pages of the Application form.
- (c) PAN No. & copy of PAN Card/Form60/Form 49A.
- (d) Aadhar No. & Copy of Aadhar Card.

Sole/First Applicant

Second Applicant

Third Applicant

- (e) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.
- (f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant(s) / IPI-7/ Passport Photocopy.
- (g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the Applicant(s) /NRE/NROA/of the Applicant(s).
- (h) For Partnership Firm: Partnership Deed and authorization to purchase.

Date _____

Place _____

Cleared by stock on _____

Sole/First Applicant

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Third Applicant

In this Application, following words and expressions when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning. For all intents and purpose and for the purpose of the terms and conditions set out in this Application, singular means plural and masculine includes feminine gender.

DEFINITIONS:

For the purpose of this Application, unless the context otherwise requires-

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Booking Amount”** means 10% of the Total Price which shall also be the earnest money for the Said Independent Floor and has been more clearly set out in the Payment Plan;
- (c) **“Government”** means the Government of the State of Haryana;
- (d) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- (e) **“Section”** means a section of the Act.

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN INDEPENDENT RESIDENTIAL FLOOR ON PLOT NUMBER _____ IN THE ‘GARDEN RESIDENCY’ SITUATED AT THE REVENUE ESTATE SOHNA, SECTOR 5 SOHNA, DISTRICT GURUGRAM (HARYANA).

The terms and conditions given below shall be read together with the terms and conditions more comprehensively set out in the Agreement. The Applicant(s) shall sign all the pages of this Application as token of his/her acceptance of these terms and conditions.

1. The **Applicant(s)** confirms that the **Promoter** has provided an opportunity and that the Applicant(s) has examined and conducted due diligence of all the documents relating to the Said Land and has/have satisfied himself/themselves about the title/interest/rights of the Promoter in the Said Land.
2. The **Total Price** for the **Said Independent Floor** along with parking, based on the **Carpet Area** is Rs _____/- (Rupees _____ only) (**“Total Price”**):

Plot No. _____ Block _____ Independent Floor No. _____ Parking Nos. _____ <u>In Basement</u> Store No. _____ Staff Room No. _____	Rate of Said Independent Floor per square feet*
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Applicant(s) . (This includes GST payable at rates as specified from time to time)	
Total Price (in rupees)	

Sole/First Applicant

Second Applicant

Third Applicant

Explanation:

- (i) The Total Price as mentioned above includes the Booking Amount paid by the Applicant(s) to the Promoter towards the Said Independent Floor for residential usage along with parking. It is hereby clarified that the amount paid by the Applicant(s) at the time of Application, forms part of the Booking Amount. It is further clarified that the Booking Amount may be payable in more than one instalment for the convenience of the Applicant(s) and the same shall be treated as earnest money for due performance of the obligations of the Applicant(s) under this Application and the Agreement.
- (ii) The Total Price as mentioned above excludes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc.) which may be levied, in connection with the development/construction of the Project paid/payable by the Promoter up to the date of handing over the possession of the Said Independent Floor along with parking to the Applicant(s) after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the Applicant(s) to the Promoter shall be increased / decreased based on such change/ modification.

Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Applicant(s).

- (iii) The Promoter shall periodically intimate in writing to the Applicant(s), the amount payable as stated in (i) above and the Applicant(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant(s) the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective.
- (iv) The Total Price of Said Independent Floor along with parking includes recovery of price of land, development and construction of not only the Said Independent Floor but also the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the Said Independent Floor, lift, waterline and plumbing, fire detection and firefighting equipment in common areas (if applicable) finishing with paint, marbles, tiles, doors and windows, maintenance charges as per Para 13, etc. and includes cost of other facilities, amenities and specifications to be provided within the Said Independent Floor along with parking in the Project. The proposed specifications for the Said Independent Floor are given in detail in Schedule-II.

3. Schedule for possession of the Said Independent Floor

Timely delivery of possession of the Said Independent Floor along with parking to the Applicant(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to offer to hand over possession of the Said Independent Floor along with

parking as per agreed terms and conditions by _____, unless there is delay due to “force majeure”, epidemic, pandemic and lockdown, Court orders, Government policy/guidelines, decisions effecting the regular development of the Project. If, the completion of the Project is delayed due to the above conditions, then the Applicant(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Independent Floor.

The Applicant(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure and above mentioned conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the Applicant within ninety days. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant(s), the Applicant(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement.

4. Procedure for taking possession of Said Independent Floor

The Promoter, upon obtaining the occupation certificate or part thereof of the building in the Project, shall offer in writing the possession of Said Independent Floor for residential usage within three months, from the date of above approval, to the Applicant(s) as per terms of the Agreement.

The Promoter agrees and undertakes to indemnify the Applicant(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the occupation certificate or part thereof in respect of the Project at the time of conveyance of the same. The Applicant(s), after taking possession, agrees to pay the maintenance charges and holding charges (as mentioned in Schedule-III) as determined by the Promoter/association of allottees/competent authority, as the case may be.

5. Failure of Applicant(s) to take Possession of Said Independent Floor

Upon receiving a written intimation from the Promoter as per Para 8, the Applicant(s) shall take possession of the Said Independent Floor for residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Said Independent Floor for residential usage to the Applicant as per terms and conditions of the Agreement.

In case the Applicant(s) fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in Para 8, such Applicant(s) shall continue to be liable to pay maintenance charges and holding charges as specified in Para 8.

6. Possession by the Applicant(s)

After obtaining the occupation certificate/part occupation certificate of the Building in respect of the Project and handing over the physical possession of the Said Independent Floor for residential purpose alongwith parking to the Applicant(s), it shall be the responsibility of the

Sole/First Applicant

Second Applicant

Third Applicant

Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

7. Cancellation by Applicant(s)

The Applicant(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Applicant(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Applicant(s) 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(s) shall be returned by the Promoter to the Applicant(s) within 90 (ninety) days of such cancellation.

8. Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation:

The Promoter shall compensate the Applicant(s) in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force majeure, epidemic, pandemic and lockdown, Court order, Government policy/ guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Said Independent Floor for residential usage along with parking.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in Para 7; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Applicant(s), in case the Applicant(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Independent Floor for residential usage along with parking, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Applicant(s) does not intend to withdraw from the Project, the Promoter shall pay the Applicant(s) interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Said Independent Floor for residential usage, which shall be paid by the Promoter to the Applicant(s) within ninety (90) days of it becoming due.

In case obligation is not complied with by the **Promoter**

- (i) the authority shall order to return the total amount received by the Promoter in respect of the Said Independent Floor for residential usage, with interest at the rate prescribed in

the Rules in case the Applicant(s) wishes to withdraw from the Project.

- (ii) in case Applicant(s) claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- (iii) if the Applicant(s) does not intend to withdraw from the Project the authority shall order the Promoter to pay the Applicant(s) interest at the rate prescribed in the Rules for every month of delay till the offer of the possession of the Said Independent Floor for residential usage.
- (iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

9. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate/completion certificate of the Project, as the case may be. The cost of maintenance has been included in the Total Price of the Said Independent Floor for residential usage.

The Applicant(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the association of allottees / the maintenance agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Said Independent Floor by the Promoter and also for executing the conveyance deed of the Said Independent Floor.

In case, the Applicant(s)/association of allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

10. The Applicant(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws in India and shall keep the Promoter indemnified in this regard. The Applicant(s) acknowledges that the Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Applicant(s) and such third party shall not have any right in the application/ allotment of the Said Independent Floor and the Promoter shall issue the payment receipts in favour of the Applicant(s) only.

Whenever there is any change in the residential status of the Applicant subsequent to the submitting this Application Form, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, as specified and under the applicable laws.

11. The Applicant(s) may with the permission from the Promoter raise and/ or avail loan from banks

Sole/First Applicant

Second Applicant

Third Applicant

and other housing finance companies for purpose of raising finance towards the purchase of the Said Independent Floor. Any delay on account of raising and/ or availing loan from banks and other housing finance companies shall not absolve the Applicant(s) from making timely payment of the Total Price or any part thereof.

12. The Applicant(s) acknowledges that the Application / allotment is not assignable and the Applicant(s) has no right whatsoever to assign, transfer, nominate or convey the Said Independent Floor in any manner without prior written consent of the Promoter which consent may be given or may be denied by the Promoter in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the Government in force and shall be subject to the terms, conditions and charges as the Promoter may impose from time to time in this regard. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so permitted by the Promoter.
13. The Applicant(s) shall have no objection in case the Promoter creates a charge on the entire Project during the course of development of the Project for raising loan from any banking and/or Financial Institution provided, such charges if created shall be vacated before execution of the Agreement for the Said Independent Floor. The creation of such charge shall not affect the rights and interest of the applicant to the Said Independent Floor.
14. In case of joint Applicant(s), all communication shall be sent to the Applicant, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
15. The Applicant(s) shall inform the Promoter in writing of any change in the mailing address mentioned failing which all demands, notices etc. by the Promoter shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant(s).
16. The Applicant(s) shall indemnify and keep the Promoter, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non- performance of the said covenants or said conditions by the Applicant(s) as mentioned in the Application and Agreement.
17. The Applicant(s) shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Applicant(s) fails to make payment of any instalment due as per the Payment Plan annexed hereto as Schedule-III, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
 - (ii) In case the default by Applicant(s) under the condition listed above continues for a period beyond ninety (90) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Independent Floor for residential usage along with parking in favour of the Applicant and refund the money paid to him by the Applicant(s), by forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (paid / payable by the Applicant for breach of Application/Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Applicant(s) to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of

money paid by the Applicant(s) shall be returned by the Promoter to the Applicant(s) within ninety (90) days of such cancellation. On such default, the Application/Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that the Promoter shall intimate the Applicant(s) about such termination at least thirty days prior to such termination.

18. The Applicant(s) agrees and understands that the Promoter shall conform to the Carpet Area that has been allotted to the Applicant(s) after the construction of the Said Independent Floor is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Applicant(s) understands that the Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess amounts paid by the Applicant(s) within 90 (Ninety) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Applicant(s). If there is any increase in the Carpet Area, which is not more than 5% of the Carpet Area of the Said Independent Floor allotted to the Applicant(s), the Promoter may demand that from the Applicant(s) as per the next milestone of the Payment Plan as provided in Schedule-III.
19. The Applicant(s) understands that the final allotment of the Said Independent Floor is entirely at the discretion of the Promoter.
20. The Applicant(s) agrees and understands that terms and conditions of this Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the Applicant(s) and the Promoter.
21. The rights and obligations of the Parties under or arising out of this Application Form shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

The Applicant(s) have fully read and understood the terms and conditions and agree to abide by the same.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Sole/First Applicant

Second Applicant

Third Applicant

SCHEDULE I

COMMON AREAS & FACILITIES

List of common areas and facilities for use of the Applicant within the Building on the said Plot

It is specifically made clear by the Promoter and agreed by the Applicant that this Agreement is limited and confined in its scope only to the Independent Floor, amenities and facilities as described of this schedule in the Footprint of the Independent Floor. It is understood and confirmed by the Applicant that all other land(s), areas, facilities and amenities outside the periphery / boundary of the Independent Floor or anywhere in the Project are specifically excluded from the scope of this Agreement and the Applicant agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Agreement for calculating the sale price and therefore, the Applicant has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

SCHEDULE II

PART A- INSIDE THE INDEPENDENT FLOOR

PART B – COMMON AREAS IN THE BUILDING

Sole/First Applicant

Second Applicant

Third Applicant

Sole/First Applicant

Second Applicant

Third Applicant

SCHEDULE – III

PAYMENT PLAN

Standard Payment Plan:

Sl. No.	Installment Description	% Due of Unit Price
1	At the time of application/Allotment	10% of Total Price
2	On the Completion of 3 months from Allotment or execution of BBA whichever is later	20% of Total Price
3	On the Completion of 6 months from Allotment	20% of Total Price
4	On the Completion of 9 months from Allotment	12.5% of Total Price
5	On the Completion of 12 months from Allotment	12.5% of Total Price
6	On the Completion of 15 months from Allotment	12.5% of Total Price
7	On the Completion of 18 months from Allotment or Possession, whichever is earlier	12.5% of Total Price
	Total	100%

- a. Stamp duty and registration charges as applicable will be extra
- b. GST as applicable will be extra on each instalment

Sole/First Applicant

Second Applicant

Third Applicant

SCHEDULE – IV

FLOOR PLAN

Sole/First Applicant

Second Applicant

Third Applicant

SCHEDULE – IV-A

LOCATION PLAN

Sole/First Applicant

Second Applicant

Third Applicant