

DRAFT APPLICATION FORM SUBJECT TO CHANGE

APPLICATION FORM
(PLEASE FILL IN BLOCK LETTERS)
RERA REGISTRATION NO. 277 of 2017 DATED 22/9/2017

Application Form No.....

Date.....

To,

**ADANI BRAHMA
SYNERGY PVT.LTD.
PLOT NO-83,
SECTOR-32,
GURUGRAM
HARYANA**

Dear Sir/Madam,

SUBJECT: APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT in J Block - Brahma City' Sector____ Gurugrams

I/We, am/are applying here for the allotment of a residential plot _____ being developed by you in your project "Brahma City" (registered under RERA situated at Sector 60,61,62,63 & 65, , Gurugram, Haryana under [] Down Payment Plan [] Time Linked Plan [] Any other Plan _____.

I/ We remit herewith a sum of Rs. _____ (Rupees _____ only), by Demand Draft / Cheque No. /Pay Order No. / UTR no. _____ dated _____ drawn on _____ Bank in favour of "", payable at _____/At Par as 'Booking Amount'. The Balance consideration shall be paid as per opted Payment Schedule

I/ We have clearly understood that this application does not constitute an Agreement for Sale and I/ we do not become entitled to the provisional and/or final allotment of Plot notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of the Booking Amount tendered with the Application and encashed the same. It is only in the event of the Promoter deciding to provisionally allot me/ us a Plot in the said project, I/ we agree to pay further instalments of sale consideration and all other charges and taxes as stipulated in this Application Form and /or the Agreement for Sale and I/we agree to sign and execute the Agreement for Sale, Maintenance Agreement, etc. and further I /we shall be bound by those documents and any other related documents, as and when desired by the Promoter. I/ We agree to abide by the terms and conditions of this Application Form signed by me/ us as an acknowledgement.

I /We have fully satisfied myself/ ourselves about the interest and entitlements of the Promoter in the project and title of the land on which the project is being developed. I/ We have fully gathered from the Promoter and understood detailed information and documents relating to the project including title, statutory clearances, approvals, permissions from concerned authorities in relation thereto and after completely satisfying myself/ ourselves about all aspects of the project and after a careful consideration of all facts, terms and conditions, I/we am/ are signing and submitting this Application Form.

I/ We have clearly understood and agreed that this Application Form will be processed by the Promoter only after payment/ realisation of Booking Amount of Rs. _____ (Rupees _____ only) as specified in the Payment Schedule together with Application Form complete in all respects.

This Application and the terms thereof shall supersede all the prior discussions and correspondences (written or otherwise) between the Applicant(s) and _____ (Name of Company) .

(Please fill in relevant portions of this Application Form for Individual/ Joint or Other Entity. Strike out portions that are not applicable and deposit this Application Form in full).

My/Our particulars are given below for your reference and record:

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Primary Applicant

Co-Applicant 1

Co-Applicant 2

Date:

A. Applicant (s), if individuals:

Photograph of
Primary/Sole
Applicant

Photograph of Co-
Applicant 1, if any

Photograph of Co-
Applicant 2, if any

	Primary/Sole Applicant	Co-Applicant 1 (if any)	Co-Applicant 2 (if any)
FIRST NAME			
LAST NAME			
S/W/D/o			
Guardian Name			
Residential Status	Resident/Non Resident/Foreign National of India Origin/Others.....	Resident/Non Resident/Foreign National of India Origin/Others.....	Resident/Non Resident/Foreign National of India Origin/Others.....
Nationality			
Mailing Address			
City			
Country			
Country			

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PAN No.			
Aadhar No.			
Date of Birth			
Occupation	Service/Professional/Self Employed/ Student/House	Service/Professional/Self Employed/ Student/House	Service/Professional/Self Employed/ Student/House
Occupation Details (Company Name/Nature of Business)			
Mobile No.			
Email. Id			
Passport No.			

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Additional Information (only for NRI's)

Contact person in India for the Applicants:

Name :

.....
...

Address for correspondence (Foreign) :

.....

Tel No. (ISD/STD Code) :

Mobile No :

Email Id :

..... NRO Account No :

Name of the Bank and Branch :

NRE Account No :

Name of the Bank and Branch :

FCNR Account No :

Name of the Bank and Branch :

B. Applicant, if Corporate / Entity (ies), other than individuals

Name of the organization :

.....

Address of Registered office/head Office :

.....

Tel No. (ISO/STD Code) :

E-mail Id :

Date of incorporation :

Address for correspondence :

Tel No. (ISD/STD Code) :

Fax No. (ISD/STD Code) :

E-mail Id :

Name of authorized signatory with designation :

.....

Tel No. (ISO/STD Code) :

Fax No. (ISD/STD Code) :

Email Id :

Contact Person in Gurgaon with designation :

.....

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Primary Applicant

Co-Applicant 1

Co-Applicant 2

Date:

Tel No. (ISO/STD Code) :

Fax No. (ISD/STD Code) :

Email Id :

IT PAN/GIR No :

GST No :

Board Resolution dated authorizing the individual to execute this Application Form (certified copy enclosed).

Resolution dated authorizing the partner to execute this Application Form (certified copy enclosed).

Letter of consent dated authorizing the individual/coparceners to execute this Application Form (copy enclosed).

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Details of Plot Applied for:

Plot Particulars:		Allotment Type: Residential Plot in J Block Brahma City, Gurugram.	
Project Name: y			
	Plot No:	Plot Type: Residential	
	Street/Block No:)	
	Area of the Plot : (in sq. mtrs.) (insq. yd.)	(A)	
Rate (persq.yd.) Basic Sale Consideration	Rs./- per sq. yd Rs./- (In words) Rupees		
Other Charges	As per Cost Sheet		
Finance	Payment Plan opted:	<input type="checkbox"/>	Time Linked Plan <input type="checkbox"/>
	Down Payment Plan <input type="checkbox"/>	Any other Payment Plan: (please specify)	
	[] Self [] Bank		
Details of Marketing Personnel & Channel Partner:			
Mode of Booking	Direct <input type="checkbox"/>	Referral <input type="checkbox"/>	
	Channel Partner <input type="checkbox"/>	Referrer Details	

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	Company Employee	Others (please specify)
Channel Partner	Channel Partner's Seal & Signature, RERA Registration No Valid Upto if applicable .	
Sales Manager	Signature	

Primary Applicant

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PAYMENT SCHEDULE:

As discussed and agreed, I/we agree to make payments for the Plot applied for in accordance with the payment schedule shared with me/us as part of the cost sheet by the Sales Manager, which is attached herein as AnnexureA- . I/We further declare that I/we have a copy of the aforementioned cost sheet and payment schedule in my/our custody and I am/we are aware of my/our responsibilities of timely payments and my/our liability to pay Interest, charges in case of delayed payment from my/our end.

Declaration:

1. I/We have fully read and understood the Terms and Conditions attached hereto and do hereby solemnly agree, undertake and covenant to abide and be bound by them
2. I/We have sought detailed explanations and clarifications and after giving careful consideration to all facts, Terms and Conditions, I/We have signed this Application Form and remitted the amount payable thereof being fully conscious of my/our rights, liabilities and obligations.
3. I/We hereby understand that my/our eligibility to avail payment plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies. I/We further agree and understand that if the payment plan is availed by me/us, I/we shall liable to pay any amounts not covered by the bank funding
4. I/We have signed this Application Form after having read and understood what is written in the form

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Note : In case of company duly registered under Companies Act, a Partnership Firm, LLP, HUF (other entity), name and signature of Authorised signatory with seal is required.

KYC Document Checklist

1. Please enclose the following documents:

a) For Individual Applicant:

- i) At Par Cheque/Demand Draft towards provisional allotment money
- ii) 1 Photographs each of all applicants
- iii) Self attested Photo Identity Proof of all Applicants (Passport / Voter's ID Card / Driving License / PAN Card / Aadhaar Card)
- iv) Self attested copy of PAN Card/Form No. 60 of all applicants
- v) Self attested copy of AADHAR Card
- vi) Self attested copy of Residence proof
- vii) In case of NRI, self attested documents for Residential status(Optional)
- viii) Copy of Passport and Account details (for NRIs/PIOs to make payment through NRE / NRO / Foreign Currency Accounts only)

b) For Corporate Applicant / other entity:

- i) At Par Cheque/Demand Draft towards provisional allotment money
 - ii) Attested copy of Memorandum & Articles of Association / Partnership Deed / LLP Deed
 - iii) Attested copy of PAN Card of the entity
 - iv) Attested copy of Address proof of the entity
 - v) Board Resolution in favour of the signatory for signing the application/documents
 - vi) If Proprietorship concern, attested copy of Bank Account of Applicant
2. All cheques/demand drafts should be issued in the name of " _____ "
 3. Application shall be considered as incomplete if any of the details,document/s and photograph/s are not submitted.

C. Remarks, if any :

.....

(Authorised Signatory)

(Name & Signature of Sales Head)

Primary Applicant

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TERMS AND CONDITIONS

- (i) All the above information provided by me/us in this Application Form is/are true and nothing is concealed or suppressed.
- (ii) I/We undertake to inform Promoter") promptly of any changes to the above information and particulars furnished by me/us.
- (iii) I/We am/are aware that all communications shall be sent by Promoter only to the Primary Applicant at his/her/its address and/or e-mail ID and the same shall be deemed to be sent to and received by all the applicants. If there is any change in my/our residential status and contact details subsequent to the signing of this Application Form, it shall be my/our sole responsibility to intimate the same in writing to Promoter.
- (iv) I /We am/are aware that this application does not constitute offer of allotment or earmarking and the earmarking of the Plot may be confirmed by Promoter, in its sole discretion executing and registering the Agreement for Sale (defined hereinafter).
- (v) I/We confirm that I/we have been informed and made aware, and irrevocably, and unconditionally agree, undertake and accept the scheme of development and the facts as well as the following matters, that is:
 - (a) the Promoter has obtained the registration of the Project under RERA and has also obtained the 'Sanction Plan approval for the same;
 - (b). the current sanctioned plans, documents, records and permissions in respect of the Project, all approvals and sanctions in respect of the Project that are issued from time to time are all disclosed to, and have been inspected and accepted, by me/us.
 - (c). the stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity is also disclosed to me/us and accepted by me/us.
 - (d). the sanctioned plans in respect of the Project, may be altered for betterment of the Project, and if and as required in relation any regulatory or legal requirements, or compliances;
 - (e). the location of the Plot as shown on the tentative/proposed plan is only to indicate my/our preference and not binding upon Promoter;
 - (f). Promoter has and shall always have the full and free right to allocate and distribute the Aggregate Development Potential, as it deems fit, amongst any of the Project/ Buildings
 - (g) the Promoter anticipates that the Project will be completed by ____20____, in normal circumstances, and subject to force majeure conditions and circumstances beyond its control, and receipt of necessary approvals from concerned authorities including issuance of the completion certificate/Part Completion and compliance of all the terms and conditions by all the purchasers and allottees of Plots, and premises in the Project.
 - (h). the Amenities are planned may be completed after possession of the Plot is offered to me/us (that is, if the Plot is earmarked in my favour), and will be completed at the time of the entire Project completion, and I/we am/are aware, accept and shall have no claim or objection in relation thereto;
 - (i). the use and enjoyment of the Amenities, by Allottees, purchasers and occupants of Plots and premises in the Project, shall, inter alia, be subject to our payment of consideration, deposits, charges, taxes and compliance of terms, conditions, rules and regulations of membership and usage as stipulated by Promoter/ Entity & Organisation (defined herein after) from time to time;
 - (j). The Basic Sale Consideration of the Plot shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to the governmental authorities and/or any other increase in charges which have or may be levied or imposed by any governmental authorities, from time to time. Promoter shall consequently be entitled to an increase in the Basic Sale Consideration proportionate to the extent of such escalations/increases. Such additional consideration shall be determined by Promoter and shall be due and payable by me/us on or before the date of offer of possession to the Promoter along with the same; and,
 - (k). no terms, conditions, particulars or information, whether oral, written or otherwise given or represented, including those contained/given in any advertisement and/or brochure, by Promoter and/or by its agents to me/us and/or to my/our agents, other than such terms, conditions and provisions as are contained in this application, shall be deemed to form part of this Application Letter and I/we expressly confirm the same. I/We hereby confirm to the Promoter that in no manner Promoter shall be held responsible in case of any monetary transaction/any kind of commitments between

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I/We/us and our Broker/Selling Agents/Sales Organizers/Channel Partners/Sales Associate etc with respect to booking/allotment of the Plot. I/We further confirm and undertake that either I/We or our broker/selling agents/sales organizers/channel partners/sales associate etc have no monetary commitments or any kind of commitment involved with any employee/associate of the Promoter with respect to booking/allotment of the Plot and I/We undertake to keep the Promoter indemnified in this regard.

- (vii). I/We am/are aware that the Application /Booking Amount paid by me/us shall be adjusted towards the Basic Sale Consideration of the Plot and our ultimately executing and registering the Agreement for Sale in respect thereof. Until the Agreement for Sale (defined hereinafter) shall be executed and registered, all the amount paid by me/us to you shall remain with you as ~~earnest money~~ deposit without interest.
- (viii). I/We am/are aware that the earmarking of the Parking Space/s (if applicable) shall be done at your discretion and I/We shall not raise any dispute with regard to the location of the parking space/s (if any) earmarked for me/us by you. The location and the identification number of the Parking Space/s (if any) will be notified by you to me/us in terms of, and as provided in, the Agreement for Sale.

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- (ix). I/We am/are aware that the tentative amenities proposed to be provided in the Plot, which are set out in the brochure for the Project are not conclusive and binding. I/We am/are aware and accept that the tentative amenities proposed to be provided in the Plot will be standard amenities as may be specified in the Agreement for Sale.
- (x). I/We am/are aware that the present Basic Sale Consideration payable by me/us in respect of the Plot is as per the cost sheet attached, which has been explained to me/us.
- (xi). I/we am/are aware and accept that the physically measured saleable area of the completed Plot (that is, after receipt of the part completion /completion certificate of the Project), which may vary to the extent of 5% (Five per-cent) as a result of construction/execution/finishing variances, etc., and there will be no adjustment, or reduction, in the Basic Sale Consideration on account of such variation (if any). However, if the saleable area of the developed Plot increases or decreases over and above the variation/tolerance level referred above, the Basic Sale Consideration shall vary accordingly that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Plot, and (ii) if there is an increase, then the increased amount shall be payable by me/us, in proportion with then remaining instalments of the Basic Sale Consideration.
- (xii). I/We am/are aware that all Goods and Service Tax, LBT (Local Body Tax), N.A Tax (Non-Agricultural Tax) Land Revenue etc. and any further increase in Goods and Service Tax, Works Contract Tax, and/or any fresh tax, cess, duty or levy and any other demands like taxes/ imposts/ impositions, whether applicable/payable now or which may be applicable, levied, or payable in future, by the Central and/or State Government or any local, public or statutory authorities or bodies, in respect of the Plot, and/or the allotment and sale of the Plot (if finalised), and/or the Basic Sale Consideration, and/or in respect of the duly developed Plot (if earmarked by Promoter in my/our favour), and/or by virtue of any notification, order, directive of any court of law, tribunal, and/or by virtue of any amendment to any law or rules framed thereunder and/or any new law enacted or rules framed thereunder, and whether with retrospective or prospective effect, as the case may be, shall be borne and paid by me/us alone, irrespective of whether I/we have or have not taken possession of the Plot (if earmarked by Promoter in my/our favour), and consequently I/we shall within seven (7) days from a written demand made on me/us, by Promoter, pay, or (at Promoter's sole option) reimburse tax, imposts, dues, duties and impositions (as the case may be), without delay, demur or default. Further, if any additional liability towards tax, cess or duties or towards any interest, penalty or such liability of whatsoever nature arising under Sec 43CA of Income Tax Act 1961, or any statutory modification, or re-enactment thereof, or statute or code enacted to replace the same, in force from time to time ("**Income Tax Act**") as amended or as may be amended from time to time, will be caused to us on account of delay on my/our part to execute and register the Agreement for Sale if the Plot is earmarked by Promoter in my/our favour, I/we will be liable to reimburse/pay to Promoter the amount of such additional liability towards tax, cess or duties or interest, penalty or any other liability, as the case may be. We indemnify Promoter and keep Promoter fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof.
- (xiii). I/We am/ are liable to pay to Promoter all amounts/installments of the Basic Sale Consideration within fifteen (15) days from the respective dates of demands made on me/us by Promoter, together with Goods and Service Tax, and other taxes levied thereon. Further, I/we shall, in accordance with the applicable provisions of the Income Tax Act (presently being Section 194-IA thereof), be liable to deduct tax at source from the Basic Sale Consideration and other payments referred herein and in the Agreement for Sale, ("**TDS**") whereby I/we shall deposit the same in the government treasury through electronic payment in any of designated banks and in the manner as specified under the Income Tax Act. Upon my/our making payment of such TDS we are mandatorily required to furnish to Promoter Form 16B evidencing payment within twenty one days (21) of making such payment. I/we are fully aware that the deduction and payment of TDS under the Income Tax Act is exclusively and solely my/our liability and, in the event of failure on my/our part to pay the same, I/we alone shall be liable and responsible for interest, penalty and/or any other consequences, if any, under the Income Tax Act. We indemnify Promoter and keep Promoter fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof.

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- (xiv). I/We are aware and accept that in addition to the Basic Sale Consideration and taxes and other liabilities referred herein, I/we shall be liable to bear and pay maintenance charges, deposits, corpus fund, infrastructure and development charges, common amenities charges, deposits and charges for electricity, piped gas, water meter connections, legal charges, stamp duty, registration charges, formation, registration and membership charges of the Entity/ Association/ Organisation, and for the purchase and acquisition of the requisite shares and any other charges thereof, within fifteen (15) days from the date of any demand/s made by Promoter.
- (xv) I/We understand that timely payment of all instalments of the Basic Sale Consideration, deposits and other charges is the essence of the transaction irrespective of whether I/we would avail home loan/financial assistance from any Bank/Financial Institution. In the event of delay in payment of installments of the Basic Sale Consideration and other applicable charges, including on account of delay in disbursement by the Bank/Financial Institution, or any other amounts, deposits and other charges beyond the time specified for the same, Interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent per annum will be payable by me/us to Promoter from the respective due date/s till the date/s of payment. I/we are aware and accept that the payments received by Promoter, will first be applied towards applicable interest and other dues (including goods and service tax if any), and the balance, if any, will be appropriated towards installments of the Basic Sale Consideration. Further, if any payments, without the aforesaid interest, are accepted by Promoter, the same shall not be a waiver of my/our liability to pay such interest as aforesaid.

Primary Applicant

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Co-Applicant 2

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- (xvi). I/we am/are aware that on or before the completion of the Project and on receipt of the final approvals and permissions in respect thereof (including the final completion certificate/s in respect thereof), Promoter shall, in its sole discretion, form and register in respect of the Project either an entity or organisation, association, or body, referred to in, or permitted under RERA comprising of purchasers and allottees of Plots (and not of the lessees/licensees thereof or occupants in any capacity other than as purchaser) ("**Entity/Organisation**"). The nature, type, and constituent of the Entity/Organisation shall be determined by Promoter, in its sole discretion. For the purpose of clarity, the Deed/s of Transfer shall be executed by Promoter as per the applicable provisions under RERA and other applicable laws in that respect.
- (xvii). I/We am/are aware that the composite and complete terms and conditions of the allotment and sale (if finalised and confirmed) of the Plot to me/us shall be incorporated in Agreement for Sale, a copy whereof shall be handed over to me in due course, subject to the my/our due compliance of the terms, conditions and provisions hereof and I/We am/are also aware that any payment received in excess of 10% of Basic Sale Consideration before execution of the Agreement for Sale then the same shall not be credited into my/our account.
- (xviii). I/we am/are aware of, and hereby agree, that: (a) I/we shall be solely liable to bear, pay and discharge the stamp duty and registration charges on all writings related to the proposed allotment and sale of the Plot and the Parking Space/s(if applicable) (as an amenity thereto), including, but not limited to the Agreement for Sale, and (b) Conveyance Deed and all the transfer documents in relation thereto, shall be prepared and finalized by the Advocates of Promoter and shall include such terms, conditions and covenants as stipulated by us and concerned authorities.
- (xix). I/We am/are aware that this application is non-assignable and/or non-transferable. I/we shall not make any application for cancellation of this application and shall not request to earmark another Plot in lieu of this application and Promoter shall be entitled not to consider my/our application, if so made, on any ground whatsoever. In the event the Agreement for Sale is executed in my/our favour by Promoter, the same will be non-assignable and/or non-transferable by me/us. In case of management/employee discount and Defense personnel discount the lock-in period shall be till possession. I/we may assign my/our interest under the Agreement for Sale, but only after obtaining the prior written approval of Promoter and subject to the terms hereof and provided that I/we shall have paid all installments of the Basic Sale Consideration and other deposits, amounts and charges payable by me/us, including taxes, and/or any other statutory dues, payable by me/us upto the date of the proposed transfer. In addition, Promoter shall stipulate administrative charges from time to time that will be payable by me/us prior to or at the time of such transfer, without any demur or protest. The amounts of Goods and Service Tax (GST) on the installments, if any, paid/payable by me/us to the Promoter or the Consideration or balance thereof is paid/payable by the Transferee, in case of transfer as the case maybe, then the GST on such amounts, including transfer fees/ cancellation fees/ refund if any shall be as per the applicable provisions and rates under GST prevalent at that point of time..
- (xx). I/We am/are aware that after the expiry of the Lock-in Period (as applicable) and prior to the execution of the Agreement for Sale and subject to being in full compliance with the terms and conditions of this Application, I/we may, if I/we desire, terminate and cancel this Application/.., by addressing a written communication to Promoter. Upon receipt by Promoter of such written communication, Promoter shall be fully and freely entitled to forthwith release the earmarking of the Plot in my/our favour and to deal with the Plot and the Parking Space/s (if applicable) and earmark, allot, sell or otherwise deal with the same to and in favour of any other person/s on terms and conditions as Promoter may deem appropriate without any notice or reference to me/us. In such circumstances the amounts paid by me/us till the date of receipt by Promoter, of my/our written intimation of cancellation as aforesaid, shall stand forfeited in favour of the Promoter.
- (xxi). I/We am/are aware that in the event Promoter has earmarked the Plot in my/our favour and I/we fail, and/or commit any breach and/or default, of any of the terms and conditions of this Application/ ..and/or the Agreement for Sale, including any delay in payment by me/us of any instalment/s of the Basic Sale Consideration, and/or other charges, liabilities or taxes payable by me/us, then Promoter shall give me/us fifteen (15) days notice to remedy such failure, breach, or default. In case I/we fail to

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remedy and cure such failure, breach, or default within the aforesaid period of fifteen (15) days notice period, then the Promoter shall be fully and freely entitled (but not obliged) to forthwith unilaterally terminate and/or cancel this Application/ the ..and/or the Agreement for Sale, without any further reference and/or notice to me/us and refund to me/us the amounts as specified in paragraph (xxii) herein below. On such termination, Promoter shall be free to deal with the Plot, and the Parking Space/s in any manner, as it may deem fit, without any reference to me/us.

- (xxii). I/We am/are aware and accept that upon termination/cancellation of this Application/.post this Application but before execution of the Agreement for Sale, I/we shall cease to have any rights under this Application /and all amounts, deposits and charges, paid by me/us till the date of termination or cancellation, as the case may be, shall be refunded to me/us, (without any liability on the part of Promoter to pay to me/us any interest, compensation, damages or other amounts), and/or to refund to me/us, either if the termination/cancellation is on account of default/breach by me/us as aforesaid, or on account of cancellation by me/us as aforesaid after deducting Application Money/ Booking Amount/Earnest Money Deposit alongwith with any Interest due and payable by me @ State Bank of India highest marginal cost of lending rate plus two percent (including accrued interest) on all delayed payments subject to GST and other applicable taxes if any, incurred by Promoter, in respect of the earmarking of the Plot.
- (xxiii) I/We are aware and accept that upon offer of possession of the Plot to me/us, if I/We fail to take the possession, then I/We shall be liable to pay holding charges at such rates as agreed under the terms of the Agreement for Sale and I/We further agree and accept that such failure of taking possession as may be agreed upon shall be treated as an event of default and shall be governed by the terms of the Agreement for Sale.
- (xxiv) Promoter shall not be liable to refund to me/us the TDS/if any, paid by me/us and deposited by me/us in the government treasury, prior to such termination and/or cancellation, as the case may be. In the event of my/our failure to submit TDS Certificate/s to Promoter, Promoter shall not be responsible to refund the amount deposited by me/us as TDS. The amount to be refunded as specified herein shall be arrived at by making the applicable deductions out of the total Sale Consideration payable me/us, to the Promoter. Notwithstanding anything to the contrary herein, the aforesaid refund by Promoter shall be made within thirty (30) days from the date on which such refund becomes due and payable to me/us. This condition shall be applicable till the Agreement for Sale in respect of the Plot is executed and registered. However, subsequent to execution and registration of the Agreement for Sale, the condition regarding deduction of the amount on termination or cancellation, as the case may be, shall be governed by the terms of the Agreement for Sale. Refund of the amount to be made as specified herein, shall be made by issue of cheque in my/our name (in the name of the first named person, as applicable) or by directly crediting to my/our Bank account, from where the amounts have been paid prior to termination/cancellation, as the case may be. I/We are also aware that upon cancellation/termination of the Letter of Allotment or the Agreement for Sale for any reason, any claim for refund of stamp duty paid on the Agreement for Sale to the government shall be my/our sole responsibility and the Promoter shall not be held responsible to claim refund for us/ on our behalf.
- (xxv) I/We am/are aware that in case remittances related to allotment/purchase of the Plot are made by non-resident(s)/foreign national(s) of Indian origin, it shall be my/our sole responsibility 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 laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide Promoter with such permission/approvals/no objections to enable Promoter to fulfill its obligations under the Letter of Allotment and/or or the Agreement for Sale. Any implications arising out of any default by me/us shall be my/our sole responsibility of the applicant. Promoter shall not be responsible in this regard and I/we shall keep Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

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Date:

Primary Applicant

Co-Applicant 1

Co-Applicant 2

DRAFT APPLICATION FORM SUBJECT TO CHANGE

- (xxvi). I/We declare, agree and confirm that the Application Amount paid by me/us under this Application Form is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (**collectively “Money Laundering Regulations”**). I/We declare and authorize Promoter to give my/our personal information to any statutory authority as may be required from time to time.
- (xxvii). I/We are agree and confirm that in case Promoter becomes aware and/or in case Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then Promoter shall at its sole discretion be entitled to reject this Application Form or to cancel/terminate the Letter of Allotment and/or the Agreement for Sale. Upon such termination, I/we shall neither have any right, title or interest in the Plot nor have any claim/demand against Promoter. In the event of such cancellation/termination, all amounts paid by me/us shall be refunded by Promoter to me/us in accordance with the terms of Application Form/Agreement for Sale only after I/we furnish to Promoter a no-objection/consent letter from the statutory authorities permitting such refund of the amounts.
- (xxviii). I/We am/are fully aware of the consequences including forfeiture of booking/application amount arising on account of cancellation of this application by me/us and/or revocation of earmarking by you on account of my/our non-payment on or before the respective due dates.
- (xxix). I/We am/are aware that this Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance or required documentary evidence will be liable to be rejected. In the event of any false information being furnished to Promoter, this Application Form shall be liable to be summarily rejected and earmarking shall stand cancelled whenever such defect is detected even if earmarking in my/our favour has/have been made. In such case, the Application Amount or any other amounts paid by me/us shall be refunded by Promoter to us without Interest and without any liability towards costs/losses/damage etc. after deducting cancellation charges.
- (xxx). I/We acknowledge, agree and undertake that I/we shall neither hold Promoter or any of its group companies/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 Promoter or any of its sister concerns/ affiliates with respect thereto.
- (xxxi). Notwithstanding the fact that Promoter may have issued an acknowledgement by way of a receipt for the Application Amount tendered with this Application Form, I/we have clearly understood that this Application Form is only a request by me/us for earmarking of the Plot in my/our favour and does not constitute a final allotment or an agreement, and may be rejected by Promoter in its sole and unfettered discretion.

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Date:

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- (xxxii). I/We am/are aware that if for any reason Promoter rejects this Application Form and/or unable to allot the Plot in my/our favour for any reason whatsoever, no claim/objection/dispute of any nature or otherwise would be raised by me/us and the Application Amount paid by me/us will be refunded to me/us or to the person duly authorised by me/us in that behalf, by Promoter in full, without any interest, within thirty days from the date of written intimation given to me/us in this regard. The refund of the Application Amount as mentioned in the foregoing shall be construed as an absolute and sufficient discharge of all obligations of Promoter under the law or otherwise. It is clarified that encashment of cheque/demand draft received or any direct electronic money transfer from me/us shall not amount to acceptance of this Application Form. I/We am/are aware that in the case of joint Applicant/s, unless a duly executed instruction by all such joint Applicant(s) is provided to Promoter at the time of termination, all payments/ refund to be made by Promoter under the terms of this Application Form, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant/s.
- (xxxiii). I/We are aware that in case any cheque tendered by me/us with this Application is dishonored for any reason whatsoever, then Promoter shall be fully entitled to reject this Application Form. I/We are also aware that in case of any cheque tendered by us to the Promoter is dishonored for any reason what so ever, then the Promoter shall be entitled to charge an amount of Rs.5,000/- for each such cheque dishonored.
- (xxxiv). In the event of cancellation/ termination of this Application Form or the Agreement for Sale , all documents executed/received by me/us and Promoter in furtherance thereto shall stand cancelled/terminated for all intents and purposes and I/we shall return all documents (in original) to Promoter.
- (xxxv). I/We have fully read and understood all the terms and conditions set out in this Application Form and do hereby agree, undertake and covenant to abide and be bound by all the terms and conditions which may be set out by Promoter in the Application Form/Agreement for Sale in respect of purchase of the Plot by me/us including the area, Basic Sale Consideration, estimated other charges and payment terms as set out herein.
- (xxxiv). I/We am/are applying on the basis of the above terms and conditions which I/we have read and understood and agreed upon.

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Date:

DRAFT APPLICATION FORM SUBJECT TO CHANGE

ANNEXURE-A **(PAYMENT SCHEDULE)**

Date: