

APPLICATION FORM

Date: _____

To,

**M/s Ganga Global Homes Pvt. Ltd.
806-807, Best Sky Tower, NSP,**

Pitampura, New Delhi-110034

Subject: - Application for Provisional Registration for booking of Independent Floor in Affordable Independent Floorted Colony under DDJAY "GANGA VALLEY FLOORS" in Revenue Estate of Village-Naurangpur, Sector-78, Gurugram, Haryana.

Dear Sir(s),

I/we am/are desirous in booking of Independent Floor in the forthcoming Independent Floor of M/s Ganga Global Homes Pvt. Ltd. (Hereinafter referred to as "the Company") in its project titled as "**GANGA VALLEY FLOORS**" situated in Revenue Estate of Village-Naurangpur, Sector-78, Gurugram, Haryana. (hereinafter referred as the "**Project**").

I/we hereby remit a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No./RTGS No. dated ___/___/___ drawn on _____ Bank in favour of "**M/s GGHPL GANGA VALLEY FLOOR MASTER A/c**" which may kindly be treated as advance payment for provisional registration/ booking. I/we agree to pay further amounts as stipulated or demanded by the company as per the payment Plan. I/we hereby request you to provisionally allot Independent Floor space of tentative area measuring approximately _____ Sq. Yds. (equivalent to _____ Sq.Mtrs) equivalent to covered area approximately _____ Sq. Yds. (_____ Sq. Mtrs.) in my/our favour. I/we understand that the proposed allotment shall be subject to timely execution of various documents to be provided by the Company and are subject to the agreed payment plan and subject to timely compliance of the broad and indicative terms and conditions set out hereinafter.

I/we further agree and undertake to execute and register the Agreement for Sale in relation to the Independent Floor and understand and agree to abide by the terms and conditions of the Application Form for Provisional Allotment as mentioned herein.

Date: _____

Place: _____

My/our particulars as mentioned below may be recorded for reference and communications:

1. **Name of the First/ Sole Allottee:** _____
Son/Wife/Daughter/CIN/LLPIN of _____

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

Mailing Address _____

_____ PIN _____

Telephone/ Mobile No. _____ E-mail _____

Residential Status: Resident/ Non-Resident Indian: _____

Foreign National or Indian Origin (Y/ N) _____

Nationality _____ PAN _____

Aadhar No. _____ GST No. (if applicable) _____

2. Name of the Second (Joint) Allottee: _____

Son/Wife/Daughter/CIN/LLPIN of _____

Mailing Address _____

_____ PIN _____

Telephone/ Mobile No. _____ E-mail _____

Residential Status: Resident/ Non-Resident Indian: _____

Foreign National or Indian Origin (Y/ N) _____

Nationality _____ PAN _____

Aadhar No. _____ GST No. (if applicable) _____

3. Name of the Third (Joint) Allottee: _____

Son/Wife/Daughter/CIN/LLPIN of _____

Mailing Address _____

_____ PIN _____

Telephone/ Mobile No. _____ E-mail _____

Residential Status: Resident/ Non-Resident Indian: _____

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

Foreign National or Indian Origin (Y/ N)

Nationality _____ PAN _____

Aadhar No. _____ GST No. (if applicable) _____

I/we understand that this application does not entitle me/us to the provisional allotment of Independent Floor, notwithstanding that the Company may issue its receipts in acknowledgement of the Booking Amount. I/we confirm and undertake that upon issuance of allotment letter by the Company provisionally allotting Independent Floor to me/us. I/we shall be bound to purchase the same and to execute the necessary documents, including the Agreement for Sale in the Company Standard Format, unconditionally and without qualification, that the provisional allotment of the Independent Floor shall become effective. I/we hereby consent and agree to abide by the terms and conditions of this application including those relating to payment of the Total Sale Consideration and other charges, forfeiture of the Earnest Money as well as other Non-Refundable Charges as provided herein and execution of necessary documents including the registration of Agreement for Sale and that I/we am/are a major and also capable of contracting in my/our name.

DECLARATION

I/we hereby confirm and declare that the above particular/information is/ are true and correct has been concealed there from. I/we confirm that in case any of the information given by me/us in this application incomplete or is found incorrect or false at any stage, the company shall be within its rights to reject this application and /or cancel the provisional allotment, if done and /or terminate the Agreement, if executed without any liabilities and penalties. I/we hereby further confirm that I/we have read and understood the terms and conditions as appended with this Application form and accept and undertake to unconditionally abide by the same.

Date: _____

Place: _____

Notes:

1. All Drafts/Cheques are to be made in favor of M/s. GGHPL GANGA VALLEY FLOOR MASTER A/C Payable at Gurugram. The details of RTGS as follows:

Company Name	M/s Ganga Global Homes Private Limited
Bank Name	ICICI BANK LIMITED, Universal Trade Tower, Sector-49, Sohna Road, Gurugram
Account No.	777705165101
IFSC Code	ICIC0001652

2. The Drafts/Cheques are accepted subject to realization. The date of encashment of Drafts/cheque shall be deemed to be the date of payment.

Signature (s): _____

1st Applicant

2nd Applicant

3rd Applicant

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL REGISTRATION FOR BOOKING OF INDEPENDENT FLOOR IN PROJECT NAMEDLY "GANGA VALLEY FLOORS" IN REVENUE ESTATE OF VILLAGE-NAURANGPUR, SECTOR-78, GURUGRAM, HARYANA.

The terms and conditions given below are tentative and indicative in nature with a view to acquaint the Applicant with the broad terms and conditions as comprehensively set out in the Agreement for sale, the draft of which was read and understood by the Applicant, which, upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has made this application for Provisional Registration of Independent Floors in project in the name of **"GANGA VALLEY FLOORS"** in Revenue Estate of Village-Naurangpur, Sector-78, District- Gurugram, Haryana with full knowledge of and subject to compliance of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the company and understood by the Applicant.
2. That the Applicant has satisfied himself/herself about the ownership, interest and right of the Company in the land, on which the said Independent Floor is being constructed and has understood all limitations and obligations in respect thereof. The Applicant confirm that he/she/it has inspected the said land, location plan, ownership record of the said land and all other documents/plans relating to the title, competency and all other relevant details and is fully satisfied in all respects with regard to the right, title and interest of the Company in the said Land on which the Said Independent Floor is being constructed. The Applicant agrees that there will not be any further investigations or objections by him/her in this respect.
3. That the Applicant undertakes that in case the allotment, if any, be made by the Company in favour of the Applicant, it shall adhere to the payment terms agreed thereon. The consideration for the aforesaid Premises is inclusive of External Development Charges ("**EDC**"), Infrastructure Development Charges ("**IDC**") as specified by the Director, Town and Country Planning, Government of Haryana, Chandigarh. However, in case there is any increase or enhancement in the EDC, IDC charges and/or any interest on EDC, IDC is charged by any Authority, the same shall be payable by the Applicant(s) on pro rata basis on the area of the Unit allotted to the Applicant(s). The applicant undertakes to pay taxes including GST and/or other charges /cess/levies by whatever name called, or any other statutory demand that may be levied/demanded by the Competent Authority in future. The Applicant further agrees that it shall pay the Security Deposit and other Charges towards Sinking Fund, Maintenance Security and other charges and levies, as demanded by the Company time to time.
4. That in case the Company is not in a position to make the offer for allotment of Independent Floor within a period of 42 months from the date of present application for any reason whatsoever, applicant shall only be entitled to refund of the advance amount for the provisional registration for booking paid by applicant along with State Bank of India highest marginal cost of lending rate plus two percent from the date of payment of such advance. The applicant shall have no right, claim or interest of whatsoever nature or kind in the project or commercial space.
5. The Applicant agrees that out of the amount(s) paid/payable by him/her towards the Sale Consideration, the Company shall treat 10% of the Sale Consideration as Earnest Money.

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

6. That the Applicant hereby authorizes the Company to forfeit this Earnest Money along with the interest, due or payable along with any other amounts of non-refundable nature in case of non-fulfillment of the terms and conditions contained in application for Provisional Registration submitted by the applicant and those of the Agreement for Sale and also in the event of failure by the Applicant to sign and return to the Company the Agreement for Sale and Maintenance Agreement within thirty (30) days of its dispatch by the Company.
7. That if the cheque submitted by the applicant along with this form is dishonored then the application for provisional registration will be cancelled and the company will not be under any obligation to inform the applicant about the dishonour of the cheque or cancellation.
8. (a) Subject to the Applicant having complied with all the terms and conditions of the Agreement for Sale, Rules, Bye-laws and other statutory provisions, the Company shall hand over the Unit to the Applicant as provided in Agreement for Sale.

(b) That the Applicant shall take the possession of the Unit within 30 days from the date of notice for offer of possession, failing which the Applicant shall be deemed to have taken the possession of the Independent Floor as the case may be. In such a case the Company shall not be responsible for any loss, damage, trespassing in the said Independent Floor, occasioned due to the failure of the Applicant to take possession within the stipulated time. Furthermore, the Applicant consents and undertakes that he/she shall be liable to pay to the Company, holding charges as set out in the Agreement for Sale, in case the possession of the Unit be not taken within the prescribed time limit.
9. That the possession of the Unit shall only be given after the Applicant shall pay all amounts due to the company including but not limited to the entire Sale Consideration, Interest Free Maintenance Security (IFMS), Stamp Duty, Registration Charges, Goods & Service Tax(GST), applicable cess, levies and all other incidental charges, interests, penalties and legal expenses for execution and registration of the Sale Deed/Conveyance Deed of the Independent Floor as the case may be. The sale deed for the Independent Floor shall be executed and got registered upon receipt of the full Sale Consideration and other dues, interests, penalties or charges and expenses as may be payable and demanded from the Applicant in respect of the said Independent Floor.
10. The Applicant shall pay, as and when demanded by the Company, initial electricity connection charges, meter procurement and installation charges, power back up charges and any other charges as may be payable or demanded by the Company in respect of the Independent Floor from time to time. The Applicant undertakes that he/she shall become a member of Association/society of said Independent Floor as and when asked to do so.
11. Time is the essence with respect to the Applicant's obligations to pay the Sale Consideration along with other payments such as applicable stamp duty, registration fee and other charges etc. as provided in the payment schedule that will be more specifically stipulated in the Agreement for Sale. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant.

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

In case of delay of more than 30 days in making payment by the Applicant as per the terms of Schedule of Payments, the Company shall have the right to terminate the Allotment/Agreement, if made, and forfeit the amount equivalent to the Earnest Money and other non-refundable amounts. However, the Company may at its sole discretion, waive its right to terminate the Allotment/Agreement, and recover all the payments and seek specific performance of the Agreement. The Company shall also be entitled to charge interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent for the period of delay. It is expressly agreed by the Applicant that the Company shall have the right to first adjust interest, if any, and then consider the balance amount as installment money.

12. That the Applicant hereby confirm that he/she/ it has no objection in case of the company raise finance/loan from any financial institution/bank by way of mortgage/charge/securitisation of land including his/her/their unit and other part of the complex and subject to the unit being free of any encumbrances at the time of execution of sale deed in the name of the Applicant. The Company/Financial Institution/Bank shall always have the first lien/charge on the said unit for all its dues and other sums.
13. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of application. The Applicant expressly agrees to keep the Company and its agents and representatives, estate and effects, indemnified and harmless in respect of the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
14. In case the applicant is a Non- Resident Indian (NRI)/ Person of Indian Origin(PIO), It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of the applicant to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or other Applicable Laws or any amendments thereof, and will provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Application or Agreement for Sale. Any refund, transfer of security if provided in terms of the Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Laws, statutory provisions and amendment thereof. The Applicant understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing Exchange Control Guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
15. That the Applicant shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Company shall be mailed to the address given in this application and deemed to have been received by the Applicant. In case of Joint Applicants all communication shall be sent to the first named Applicant in this application. In case of Applicant do not furnish changed address or contact

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

details, the Company have the right to serve notice for rejection/termination of this application on the last known address of the Applicant.

16. The Applicant agrees and undertakes that the Applicant shall not assign or nominate or part with his/her/their right, title, or interest, in the said unit or any portion thereof till the formalities pertaining to allotment of the said Independent Floor are made in his favour, and until all the dues payable to the Company are fully paid. It is specifically clarified by the Company that the Applicant may get the name of his/her/their nominee(s) substituted in his/her/their place only with the prior written approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit or may even deny the same. The Applicant shall pay to the company the assignment/nomination fee and other applicable charges and shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment/nomination.

The Applicant agrees and confirms that it shall not divide/sub divide the Independent Floor, if the same is allotted in his/its favour.

17. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the Agreement for Sale shall supersede the terms and conditions as set out in this application. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
18. That in the event of any dispute or difference arising directly or impliedly from this agreement or concerning the sale of the unit and/or enjoyment of any right/facility/easement pertaining to the same, the same shall be subject to jurisdiction of courts at Gurugram alone.
19. That the Applicant agrees that the allotment of unit is subject to force majeure which interalia, include delay on account of non-availability of any construction material for development purpose or disturbed water supply or electric power or non-availability of the same or slow down, lockdown, curfew, strike of workers or dispute with an agent involved in project, suspension of construction/development works by the statutory authorities, civil commotion and unrest, by reason of war or enemy action, earth quake, pandemic situation or any act of God. Also in delay in decision or clearance from Concerned Statutory Body or if non-delivery of possession is a result of any notice, order, rules or notification of the Government or any other public or Competent Authority or for any reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of time of delivery of possession of the said unit on account of force majeure circumstances details of which shall be set out in Agreement for Sale.
20. That the Applicant undertake that the Applicant have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. The Applicant understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Agreement for Sale which shall supersede the terms and conditions set out in this application.

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant

21. That the applicant has read and understood the afore-stated terms and conditions of allotment and has appended his signatures on the same in confirmation and acknowledge of their categoric acceptance.

(Signature of the Applicant(s))

Place:

Date:

M/s Ganga Global Homes Pvt. Ltd.

**Registered Office:
806-807, Best Sky Tower, NSP
Pitampura, New Delhi-110034**

Signature (s): _____
1st Applicant

2nd Applicant

3rd Applicant