

**APPLICATION FORM**

Sales order No.: \_\_\_\_\_

Customer ID: \_\_\_\_\_

To,

Date: \_\_\_\_\_

Godrej Properties Limited

[Previously Happy Highries Limited amalgamated with Godrej Properties Limited by an order dated 29<sup>th</sup> March, 2017 passed by the Hon'ble NCLT, Mumbai Bench w.e.f. 25th April, 2017]

Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East),

Mumbai 400 079, Maharashtra, India

Dear Sir/Madam,

I/We request that I/we may be allotted a residential flat / apartment / commercial unit in the proposed project (hereinafter referred to as the "**Project**"), details whereof are as under:

**1. PROJECT DETAILS**

|   |  |
|---|--|
| <b>Project Name</b>   | Godrej Prakriti  |
| <b>Land Details &amp; Status</b>                            | Self-acquired Land being Municipal Holding no.187F/1 Barrackpore Trunk Road, Kolkata-700115 (" <b>Project Land</b> "). |
| <b>Tower Name</b>   |  |
| <b>Location of Tower</b>                                    | As shown shaded in pink in the Plan attached as <b>Annexure B</b> hereto.  |
| <b>Completion Certificate/Occupation Certificate Status</b> |  |

**2. APPLICANT DETAILS**

| 1st / Sole Applicant's Details   |   |  |                                     |  |
|----------------------------------|---|--|-------------------------------------|--|
| Affix Photograph Here            | Name                                    |  |                                     |  |
|                                  | Father's Name                           |  |                                     |  |
|                                  | Spouse's Name                           |  |                                     |  |
|                                  | Guardian's Name (If Applicant is Minor) |  | Relationship of Guardian with Minor |  |
| 2nd / Second Applicant's Details |   |  |                                     |  |
| Affix Photograph Here            | Name                                    |  |                                     |  |
|                                  | Father's Name                           |  |                                     |  |
|                                  | Spouse's Name                           |  |                                     |  |
|                                  | Guardian's Name (If Applicant is Minor) |  | Relationship of Guardian with Minor |  |
| 3rd / Third Applicant's Details  |   |  |                                     |  |
| Affix Photograph Here            | Name                                    |  |                                     |  |
|                                  | Father's Name                           |  |                                     |  |
|                                  | Spouse's Name                           |  |                                     |  |

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)

|  |   |  |                                     |  |
|--|---|--|-------------------------------------|--|
|  | Guardian's Name (If Applicant is Minor) |  | Relationship of Guardian with Minor |  |
|--|---|--|-------------------------------------|--|

**Details of 1st / Sole Applicant**

|   |                                   |   |              |
|---|-----------------------------------|---|--------------|
| Nationality   |                                   | Passport Number<br>(For Non Resident / Foreign National of Indian Origin) |              |
| Residential status<br>(Please Tick)                             | Resident                          | Non-Resident  | HUF          |
|   | Foreign National of Indian Origin | Others (Please Specify)   |              |
| Date of Birth<br>(dd/mm/yy)                                     |                                   | Anniversary Date<br>(dd/mm/yy)  |              |
| Occupation & Designation<br>(Please Tick & mention designation) | Private Service                   | Government Service  | Professional |
|   | Business                          | Student   | Housewife    |
|   | Others (Please Specify)           |   |              |
| Postal Address  |                                   |   |              |
| City  |                                   | Pincode   |              |
| State   |                                   | Country   |              |
| Permanent Address   |                                   |   |              |
| City  |                                   | Pincode   |              |
| State   |                                   | Country   |              |
| Office Address  |                                   |   |              |

|                                    |    |                 |    |
|------------------------------------|----|-----------------|----|
| City                               |    | Pincode         |    |
| State                              |    | Country         |    |
| Email ID 1                         |    |                 |    |
| Email ID 2                         |    |                 |    |
| Mobile Number                      | A. | B.              | C. |
| Land line / FAX /<br>office Number | A. | PAN Card Number |    |
| POA Holder's name                  |    |                 |    |
| POA Holder's<br>Address            |    |                 |    |

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)

**Details of 2<sup>nd</sup> Applicant (if any)**

|   |                                      |   |              |
|---|--------------------------------------|---|--------------|
| Nationality   |                                      | Passport Number<br>(For Non Resident / Foreign<br>National of Indian Origin ) |              |
| Residential status<br>(Please Tick)                                   | Resident                             | Non-Resident  | HUF          |
|   | Foreign National of Indian<br>Origin | Others (Please Specify)   |              |
| Date of Birth<br>(dd/mm/yy)   |                                      | Anniversary Date<br>(dd/mm/yy)  |              |
| Occupation &<br>Designation<br>(Please Tick & mention<br>designation) | Private Service                      | Government Service  | Professional |
|   | Business                             | Student   | Housewife    |
|   | Others (Please Specify)              |   |              |
| Postal<br>Address   |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Permanent<br>Address  |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Office<br>Address   |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Email ID 1  |                                      |   |              |
| Email ID 2  |                                      |   |              |
| Mobile Number   | A.                                   | B.  | C.           |
| Land line / FAX /<br>office Number                                    | A.                                   | PAN Card Number   |              |
| POA Holder's name   |                                      |   |              |
| POA Holder's<br>Address   |                                      |   |              |

**Details of 3rd Applicant (if any)**

|   |                                      |   |              |
|---|--------------------------------------|---|--------------|
| Nationality   |                                      | Passport Number<br>(For Non Resident / Foreign<br>National of Indian Origin ) |              |
| Residential status<br>(Please Tick)                                   | Resident                             | Non-Resident  | HUF          |
|   | Foreign National of Indian<br>Origin | Others (Please Specify)   |              |
| Date of Birth<br>(dd/mm/yy)   |                                      | Anniversary Date<br>(dd/mm/yy)  |              |
| Occupation &<br>Designation<br>(Please Tick & mention<br>designation) | Private Service                      | Government Service  | Professional |
|   | Business                             | Student   | Housewife    |
|   | Others (Please Specify)              |   |              |
| Postal<br>Address   |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Permanent<br>Address  |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Office<br>Address   |                                      |   |              |
|   |                                      |   |              |
| City  |                                      | Pincode   |              |
| State   |                                      | Country   |              |
| Email ID 1  |                                      |   |              |
| Email ID 2  |                                      |   |              |
| Mobile Number   | A.                                   | B.  | C.           |
| Land line / FAX /<br>office Number                                    | A.                                   | PAN Card Number   |              |
| POA Holder's name   |                                      |   |              |
| POA Holder's<br>Address   |                                      |   |              |

**(In case Applicant(s) is/are a Company/ LLP)**

|                                 |    |                 |    |
|---------------------------------|----|-----------------|----|
| Name of Company / LLP           |    |                 |    |
| Authorized Representative       |    |                 |    |
| Date of Incorporation:          |    | PAN Card Number |    |
| Registered Address              |    |                 |    |
| City                            |    | Pincode         |    |
| State                           |    | Country         |    |
| Correspondence Address          |    |                 |    |
| City                            |    | Pincode         |    |
| State                           |    | Country         |    |
| Email ID 1                      |    |                 |    |
| Email ID 2                      |    |                 |    |
| Mobile Number                   | A. | B.              | C. |
| Land line / FAX / office Number | A. | B.              | C. |

|  |    |                 |    |
|--|----|-----------------|----|
| <b>(In case Applicant(s) is/are a Partnership Firm / HUF Firm / Trust / Society)</b> |    |                 |    |
| Name of Firm / Trust / Society   |    |                 |    |
| Authorized Partner / Karta / Signatory   |    |                 |    |
| Date of Formation  |    | PAN Card Number |    |
| Registered Address   |    |                 |    |
| City   |    | Pincode         |    |
| State  |    | Country         |    |
| Correspondence Address   |    |                 |    |
| City   |    | Pincode         |    |
| State  |    | Country         |    |
| Email ID 1   |    |                 |    |
| Email ID 2   |    |                 |    |
| Mobile Number  | A. | B.              | C. |
| Land line / FAX / office Number  | A. | B.              | C. |

**Note for all the Applicant(s):**

1. Photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhaar Card to be submitted along with this Application Form.
2. If Applicant(s) is/are company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement.
3. Please affix the official stamp of the respective Company/LLP/Trust/Partnership/HUF/Society as may be applicable.

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)

| <b>3. DETAILS OF APARTMENT/ FLAT ("Apartment/ Flat") AND COVERED CAR PARK SPACE(S):</b>   |                   |                      |                           |              |
|---|-------------------|----------------------|---------------------------|--------------|
| Unit number   |                   | Floor                |                           |              |
| Carpet area* of unit (Sq. Mts.)   |                   | Tower                |                           |              |
| Exclusive area** unit (Sq. Mts.)  |                   | Phase                |                           |              |
| Total area# unit (Sq. Mts.)   |                   |                      |                           |              |
| Details of Parking (Please Tick   |                   | No / None            |                           |              |
| Stilt Covered Parking   |                   | Multi Level Car Park |                           |              |
| Basement Parking  |                   | Any Other Type       |                           |              |
| Dependent (Nos.)  |                   | Independent (Nos.)   |                           |              |
| <b>Specification(s) of Apartment/ Flat</b>  | <b>Annexure C</b> |                      |                           |              |
| <b>Common Areas</b>   | <b>Annexure D</b> |                      |                           |              |
| <b>Facilities</b>   | <b>Annexure E</b> |                      |                           |              |
| <b>Payment Schedule</b>   | <b>Annexure F</b> |                      |                           |              |
| <b>Sale Consideration</b>   |                   |                      |                           |              |
| Apartment / Flat Carpet Area (.)  |                   |                      |                           |              |
| Exclusive Areas (Rs.)   |                   |                      |                           |              |
| Carparking Space (Rs.)  |                   |                      |                           |              |
| Facilities (Rs.)  |                   |                      |                           |              |
| Club Development Charges (proportionate) (Rs.)  |                   |                      |                           |              |
| <b>Estimated other charges</b>  | <b>Annexure F</b> |                      |                           |              |
| <small>* "Carpet Area" shall mean net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Flat for exclusive use of the Applicant and exclusive open terrace area appurtenant to the Flat for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Flat.<br/> ** "Exclusive Areas" shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Apartment/ Flat and meant for exclusive use of the Applicant(s) and other areas appurtenant to the Flat for exclusive use of the Applicant(s).<br/> # "Total Area" shall mean the Carpet Area and Exclusive Areas collectively.</small> |                   |                      |                           |              |
| <b>LOAN REQUIRED</b>  | Yes               | No                   |                           |              |
| If yes, Preferred Financial Institution:  | 1.                | 2.                   |                           |              |
| Mode of Payment   | Cheque            | Draft                | Electronic Money Transfer |              |
| <b>Additional information for NRI / Foreign National of Indian Origin</b>   |                   |                      |                           |              |
| 1 <sup>st</sup> Applicant   | Type of Account   | NRE Account          | NRO Account               | FCNR Account |
|   | Beneficiary Name  |                      |                           |              |
|   | Name of Bank      |                      |                           |              |
|   | Account Number    |                      |                           |              |
|   | Name of Branch    |                      |                           |              |
|   | Branch Address    |                      |                           |              |
|   | Swift Code        |                      |                           |              |
| 2 <sup>nd</sup> Applicant   | Type of Account   | NRE Account          | NRO Account               | FCNR Account |
|   | Beneficiary Name  |                      |                           |              |
|   | Name of Bank      |                      |                           |              |
|   | Account Number    |                      |                           |              |
|   | Name of Branch    |                      |                           |              |
|   | Branch Address    |                      |                           |              |
|   | Swift Code        |                      |                           |              |
| 3 <sup>rd</sup> Applicant   | Type of Account   | NRE Account          | NRO Account               | FCNR Account |
|   | Beneficiary Name  |                      |                           |              |
|   | Name of Bank      |                      |                           |              |
|   | Account Number    |                      |                           |              |
|   | Name of Branch    |                      |                           |              |
|   | Branch Address    |                      |                           |              |
|   | Swift Code        |                      |                           |              |

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

| <b>4. How did you hear about us?</b>   |                  |             |                         |                           |    |
|--|------------------|-------------|-------------------------|---------------------------|----|
| <b>Lead Source</b>   |                  |             |                         |                           |    |
| Bank Promotions  | Channel Partner  | TV Ads      | Corporate offer / Sales |                           |    |
| Digital Campaign   | Email            | Emailer     | Employee Referral       | GPL Emailer               |    |
| GPL Website  | Hoarding         | SMS         | Phone Call              | Trade Show / Exhibition   |    |
| Print Advertisement  | Radio Promotion  | WAP         | Regional Promotions     | Theatre / Ground activity |    |
| Bank Promotions  | Word Of Mouth    | Chat        | Internet / Web Banner   | Others                    |    |
| <b>Lead Origin</b>   |                  |             |                         |                           |    |
| SMS  | Walk-in          | Chat        | Walk-ins / Tradeshow    | Referred by Bank / HFI    |    |
| Web Form   | Internet Portals | Web-ipad    | WAP                     | Others                    |    |
| <b>Purpose of Purchase (Please Tick)</b>   |                  |             |                         |                           |    |
| Investment   |                  | Residence   |                         |                           |    |
| Have you booked any other Property with Godrej Properties Limited (Please tick)  |                  |             |                         | YES                       | NO |
| If Yes, Give Details   |                  |             |                         |                           |    |
| Mode of Booking (Please Tick)  |                  | Direct      | Broker                  |                           |    |
| Godrej Sales Person Name   |                  |             |                         |                           |    |
| Godrej Sales Person Signature  |                  |             |                         |                           |    |
| Channel Partner Name and Address   |                  |             |                         |                           |    |
| Channel Partner's RERA/HIRA Reg. No & Validity   |                  |             |                         |                           |    |
| Name of the sales representative of the Channel Partner  |                  |             |                         |                           |    |
| Signature of the sales representative of the Channel Partner   |                  |             |                         |                           |    |
| Phone number of the sales representative of the Channel Partner  |                  |             |                         |                           |    |
| Would you like to receive Updates form Godrej Properties Pertaining to promotions and latest offers on all our properties? (Please Tick)   |                  |             |                         |                           |    |
| DND / No / None  | Email            | Call Alerts | SMS                     |                           |    |
| By registering yourself through this form you authorize us & our associate partners to contact you via email or phone call and offer you their services for the product you have opted for, imparting product knowledge, offer promotional offers running. And Irrespective of the fact if also you have registered yourself under DND or DNC or NCPR service, you still authorize us to give you a call from the Godrej Properties Limited & associate partners for the above mentioned purposes. |                  |             |                         |                           |    |

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)



5. In addition to the sale consideration, estimated other charges, I/We agree and undertake to pay the following amounts as and when demanded by Godrej Properties Limited (hereinafter referred to as “Developer”), towards:

- i) All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), and/or all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies (“**Statutory Charges**”) in respect of the Flat and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me.
- ii) All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat including on this Application Form and/or the Allotment Letter and/or the agreement for sale as per the provisions of applicable laws, shall be borne and paid by the Applicant as and when demanded by the Developer.

*For the purpose of this Application form,*

*“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.*

*“GST Law” shall mean and include the Integrated Goods & Service Tax Act, 2017, GST Compensation to States Act 2017 Central Goods and Services Tax Act, 2017 and State Goods & Services Tax Act(s) / UTGST(s), and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*

*“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.*

6. I/We further confirm that I/We am/are submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/We am/are aware and I/We confirm that the advisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) or the West Bengal Housing Industry Regulation Act, 2017 (“**HIRA**”) along with the relevant rules as may be applicable, and I/We am/are not relying on the same for our decision to purchase the Flat. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that I/We have not relied upon the interiors depicted / illustrated in the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same.

7. I/We acknowledge, agree and undertake that I/We shall neither hold the Developer or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me nor make any claims/demands on the Developer or any of its affiliates with respect thereto.

8. Save and except the information / disclosure contained herein and on RERA/HIRA website, I/We confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / allotment letter/ agreement for sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ agreement for sale or the RERA/HIRA website.
9. I/We have fully read and understood the Terms and Conditions attached hereto as **Annexure A** which contains broad terms, conditions, representations, covenants, etc. and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.
10. I/We have taken the decision to purchase the Flat in the Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein and remitted the amounts payable thereof fully conscious of my/our rights, liabilities and obligations. All the above information provided by me/us is/are true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.
11. I/We hereby enclose (i) a Cheque/Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of " \_\_\_\_\_ " drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch \_\_\_\_\_ OR (ii) acknowledgement receipt of NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as and by way of booking amount payable by me/us.

**ANNEXURE A**  
**TERMS & CONDITIONS**

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

- (a) The Applicant is aware that by way of a registered Deed of Conveyance dated 18.07.2007, Happy Highrises Limited became the absolute owner of the land measuring about 22.90 acres situated at Municipal Premises no.187 F/1, Barrackpore Trunk Road, Kolkata-700115, within the limits of Ward no.14 of the Panihati Municipality.
- (b) By an order dated 29th March, 2017 passed by the Hon'ble NCLT, Mumbai Bench w.e.f. 25th April, 2017, said Happy Highrises Limited amalgamated with Godrej Properties Limited and after amalgamation Godrej Properties Limited is currently developing/has developed a portion the project land known as Tower [●] of Godrej Prakriti Project and this application form is for allotment of the flat situated in the current development.
- (c) The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities.
- (d) Post development of the entire Project Land, it is envisaged by Developer, that the Developer may depending on the nature, scope and use of entire development form a co-operative society/condominium /limited company/association as per the applicable laws for the time being in force as the Developer may deem fit.
- (e) The Applicant(s) has fully understood the development scheme as envisaged by the Developer. The Applicant(s) is/are aware that the title of the Project Land is/are clear and marketable.
- (f) The Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant(s) offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat, at the express request of the Applicant(s), the Developer may offer a rebate to the Applicant(s) as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant(s) complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant(s) understands that in the event the Applicant(s) wishes to make any advance payments, the Applicant(s) can make the same only after the Applicant(s) has registered the agreement for sale within the timelines stipulated by the Developer. The Applicant(s) further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
- (g) For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration ("**Earnest Money**"). The Applicant hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be

entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.

- (h) Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form ("**Application Money**"), the Applicant(s) has clearly understood that this Application Form is only a request of the Applicant(s) for the allotment of the Flat and does not constitute a final/provisional allotment or an agreement.
- (i) The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant(s) shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Flat in favor of the Applicant(s), the Developer will send the intimation thereof to the Applicant(s) to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Flat and registration of the Agreement for Sale.
- (j) The Applicant(s) is/are not vested with any right, interest or entitlement in or over the Flat, until a formal agreement for sale ("**Agreement for Sale**") is executed and registered between the Developer and the Applicant(s) under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and the Applicant(s).
- (k) The Applicant(s) understands that the Applicant(s)'s eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
- (l) All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- (m) In the event, if the Applicant(s) fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant(s) as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, cancel/terminate this transaction and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as

determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant(s) shall not have any right, title and/or interest in the Flat and/or car park space and/or the Project and/or the Project Land and the Applicant(s) waives his right to claim and/or dispute against the Developer in any manner whatsoever.

- (n) Notwithstanding all other terms of this Application Form, it is hereby agreed by the Parties that upon receipt of Completion Certificate /Occupation Certificate for the said Unit, the Applicant/s shall not be entitled to terminate this booking. Further, in case the Applicant /s fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within time as stipulated by the Developer, the Developer shall also be entitled, along with other rights under this Application Form, to forfeit/claim the entire amount paid towards the Total Consideration of the Apartment/ Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Applicants/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Unit.
- (o) The Applicant(s) acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant(s) shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Flat to any third party of the Developer choice without any recourse to the Applicant(s).
- (p) The Applicant(s) further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant(s) for reasons not attributable to Developer’s default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
- (q) Except for the Covered Car Parking Space allotted by the Developer in accordance to this Application Form, the Applicant(s) agrees and confirms that all open parking spaces will be dealt with in accordance with the applicable laws. The Applicant(s) hereby declares and confirms that except for the Covered Car Parking Space allotted by the Developer, the Applicant(s) does not require any parking space including open car parking space and accordingly the Applicant(s) waives his claim, right, title, interest whatsoever on the areas of parking space in the Project vested in the him as of date and/or any such right, title, interest accruing even at a future date. The Applicant(s) further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer / association / apex body, at any time and shall not challenge the same anytime in future. The Applicant(s) agrees and acknowledges that Developer/the association/apex body

shall deal with the parking space in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the applicable laws. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Sale Consideration. The Applicant(s) agrees and acknowledges that the Covered Car Parking Space in the Project cannot be transferred / leased / sold or dealt otherwise independently of the Flat. All clauses of this Application Form and the Agreement for Sale pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the Covered Car Parking Space.

- (r) The Applicant(s) further agrees and acknowledges that if in the event of any variation in the Carpet Area of the Flat, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorate adjustment in the last installment payable by the Applicant(s) towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant(s) in writing and the Applicant(s) hereby gives its consent for such variation or addition.
- (s) The Applicant(s) agrees and understands that the Other Charges as mentioned in **Annexure F** are only estimated amounts. The Applicant(s) agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities and limited common area (if any), as may be called upon by the Developer.
- (t) The Developer shall offer possession of the Flat to the Applicant(s) on or before \_\_\_day of \_\_\_, 20\_\_ (“**Delivery Date**”). The Delivery Date shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant(s), the Developer shall refund the amounts received from the Applicant(s) along with prescribed Interest in accordance to the applicable laws.
- (u) In the event the Applicant(s) fails to take possession of the Flat within the stipulated timelines, then the Applicant(s) shall be liable to pay to the Developer Rs.110/- (Rupees one hundred ten Only) per month per square meter on the Total Area of the Flat and applicable maintenance charges for the upkeep and maintenance of the Flat.
- (v) Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- (w) The Applicant(s) is/are aware that for the purposes of maintenance and management of the Project, the Developer would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such

terms and conditions as the Developer may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Developer may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same.

- (x) The Applicant(s) shall not be entitled to transfer/assign his interest in the Flat in favor of any third party unless (i) \_\_\_\_ (\_\_\_\_percent) of the sale consideration has already been paid; (ii) a term of \_\_\_\_ (\_\_\_\_) years (i.e. \_\_\_\_ months) has elapsed from the date of issuance of the Allotment Letter, whichever is later, between (i) and (ii); and (iii) the Applicant(s) has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. \_\_\_\_/- (Rupees\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
- (y) The name of the individual towers and/or the respective phases in the Project may be amended at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same.
- (z) In the case of joint application for the Flat, unless a duly executed instruction by all such joint Applicant(s) is/are provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
- (aa) In case the Parties are unable to settle their disputes within 15 (fifteen) days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under law, have the right to settle the dispute through arbitration in accordance to the procedure laid down under the applicable laws. Costs of arbitration shall be shared equally by the Parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in Mumbai and conducted in English only. This transaction will be subject to the exclusive jurisdiction of Courts at \_\_\_\_ only.
- (bb) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

The contents of this Application Form, including the terms and conditions therein and price and payment plan have been explained to me/us and I/we hereby solemnly agree to be bound by them.

---

(First/Sole Applicant)

---

(Second Applicant)

---

(Third Applicant)



**ANNEXURE B**  
**Plan**

---

(First/Sole Applicant)

---

(Second Applicant)

---

(Third Applicant)

**ANNEXURE C**  
**Specification(s) of the Apartment/ Flat**

**Structure**

- RCC Frame structure standing on plie foundation

**Wall Finish**

- All Rooms including all toilets and Kitchen -Putty Finish

**Flooring**

- Living & all rooms, balcony, passages, spaces (except kitchen & toilets) – Vitrified Tiles
- Kitchen- Ceramic Tiles
- Toilets- Anti Skid Ceramic Tiles

**Dado**

- Kitchen-Glazed ceramic tile-2'-0" above platform
- Utility Space-External Wall finish
- All Toilets-Glazed ceramic tile-7'-0"ht

**Kitchen**

- Platform- Granite Top 2'-0" width
- Sink-Stainless steel Single Bowl

**Sanitary & CP Fitting**

- All CP fittings (bathroom & kitchen) Jaquar or equivalent
- All toilets-Floor mounted EWC with Cistern (Plastic body),
- Wash Basin with 1 way bib cock, CP Grating
- Kitchen-Sink Tap

**Doors**

- Main Door: Frame – Wooden Door Frame, Shutter-35mm thick flush Door, Finish-Teak veneer on one side
- Other Doors:- Frame- Wooden Door Frame ,Shutter-30mm thick flush Door, Finish-synthetic enamel paint both sides
- Toilet Doors:- Frame- Wooden Frame, Shutter-White colour PVC

**Windows**

- All Rooms:- Anodized Aluminum Sliding Window with 4 mm clear glass
- All Toilets:- Aluminum Fixed louver type ventilator

**Electrical**

- Switches:- ISI mark Modular type switches.

**ANNEXURE D**  
**Common Areas**

- Lobby (lift, entrance etc)
- Refuge Area
- Roof
- Water Tank
- LMR
- Roads
- Landscape Gardens
- Water Bodies
- Footpaths
- Staircases
- OTS and All Shafts
- Lift
- Mumpty Room
- Metering Rooms
- MLCP/Podium / basement along with drive ways
- WTP
- STP
- Entrance Avenues
- Elevation projections etc.

**ANNEXURE E**  
**Facilities**

- Retail Complex within the Campus
- Proposed Health Care Centre
- Ready Community hall with AC Banquet Halls, 8 AC Guest rooms & 2 Open to sky Party Decks
- Fully equipped Club House with Gym, Badminton Court, Meditation Room, Resident's Lounge, Indoor Games room & Kid's play area
- Swimming pool
- Lawn
- Play Ground
- Outdoor sitout with Gazebos
- Kid's Play Area with amusement rides
- Landscaped garden
- 4 no Beautified Natural water bodies
- Ancient Temple renovated
- Pavement & Walkways
- 24 hours power backup
- 24 hours Security

**ANNEXURE F**  
**Payment Schedule & Estimated Other Charges**

\_\_\_\_\_  
(First/Sole Applicant)

\_\_\_\_\_  
(Second Applicant)

\_\_\_\_\_  
(Third Applicant)