

APPLICATION FORM

GODREJ ARIA

SECTOR 79, GURGAON



APPLICATION FORM

Application Form No. /Customer ID _____

Date: _____

To,**Wonder City Buildcon Pvt. Ltd.**

3rd Floor, Tower B, UM House,

Plot No. 35, Sector 44,

Gurgaon-122 002.

Photo of
First ApplicantPhoto of
Second ApplicantPhoto of
Third Applicant

Dear Sir/s,

I/We, the Applicant(s) understand that Wonder City Buildcon Private Limited (the "**Company**") having its registered office at Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai – 400 001 and regional office at 3rd Floor, Tower B, UM House, Plot No. 35, Sector 44 Gurgaon 122002 is developing a residential group housing complex by the name "**Godrej Aria**" comprising of multi-storied residential building/s and other amenities, facilities, services etc. (the "**Project**") on lands admeasuring 7.01 acre ("**Project Lands**") being a portion of lands admeasuring 14.59375 acres situated at Sector- 79, Gurgaon ("**Said Lands**").

I/We, wish to apply for the allotment of a residential apartment in the Project being developed on the Project Lands as mentioned in Section B herein after ("**Apartment**").

In the event of the Company accepts my/our application to allot an Apartment, I/we, agree to pay the Total Amount Payable as mentioned in Section F hereinafter towards purchase of the Apartment and all other charges, fees etc. as stipulated in this Application and as may be intimated by the Company from time to time. All such payments shall be made by me/us in the manner set out in the payment plan in Schedule III hereto, which shall form part of the allotment letter and the apartment buyer's agreement which shall be executed by me/us and the Company in the format provided by the Company.

Signature of First Applicant_____
Signature of Second Applicant_____
Signature of the Third Applicant

Notwithstanding the fact that the Company issues a receipt in acknowledgement of the money tendered with this application, I/we have clearly understood that this application does not constitute any kind of contract including any confirmation of allotment or an agreement to sell and no right or entitlement would be vested in me/us towards allotment of the Apartment in the Project.

I/We have understood that the plan of the Project may be subject to certain changes for reasons beyond the control of the Company. I have understood that the marketing plan/brochure is a mere indication of the proposed Project. The areas mentioned in the drawing are reasonable estimates, however subject to changes. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the Project due to aesthetic reasons or to meet the planning/regulatory requirements or for any other reasons.

I/We have sought detailed information from the Company pertaining to 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 and paying the application money payable thereof being fully conscious of my/our liabilities and obligations.

I/We agree that in the event, the Company does not accept my application for any reason whatsoever, I/We shall have no claim, right, interest, charge or lien on the Apartment applied for allotment. I/We shall not raise any objection or claim or damages or challenge the non-acceptance of this application in the court of law and the amount paid by me/us to the Company shall be refundable to me without any interest thereon.

I/We agree to sign and execute the necessary documents and other definitive documents as and when desired by the Company from time to time including the allotment letter, apartment buyer's agreement, conveyance/sale deed, deed of apartment, documents for formation of association, maintenance agreement etc. ("**Definitive Documents**") within the stipulated time period. I/We further agree to bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto.

I/We have read and understood the "**terms and conditions**" mentioned in this application. Further, I/We unequivocally undertake to abide by the terms of all Definitive Documents and other documents as per the priority designated and attributed to the same by the Company and be liable for defaults and breaches as contemplated and contained therein.

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Section A: My/Our particulars are given below for your reference and record:**1. SOLE/FIRST APPLICANT:**

*Mr. / Mrs. / Ms. _____

Son / Wife / Daughter of _____

Guardian's Name (If Applicant is Minor) _____

Relationship of the Guardian with the Minor _____

*Date of Birth (dd/mm/yy) _____ Wedding Anniversary Date _____

*Nationality _____ *PAN No. _____

*Occupation: Private Service () Government Service () Professional () Business () Student () House Wife ()
Any other _____

*Name of the Organization _____

Designation _____

*Residential status: Resident / Non-Resident / Foreign National of Indian Origin / Others _____
_____ (please specify).

I/We hereby declare that as a Non Resident Indian/Person of Indian Origin/Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

*Mailing Address _____

_____ Pin code _____

*Permanent Address _____

_____ Pin code _____

*Office Name & Address _____

_____ Pin code _____

Contact No. Office _____ *Residence _____

*Mobile _____ Fax _____

*E-Mail _____

*Passport No (For Non Resident/Foreign National of Indian Origin) _____

(Photocopy of PAN Card and Passport or Voters Card are to be submitted along with the application. If Applicant is a Minor, proof of age is required to be submitted along with all the details/documentary evidence of the Guardian.)

Fields marked in * are mandatory

Signature of First Applicant_____
Signature of Second Applicant_____
Signature of the Third Applicant

2. SECOND APPLICANT:

*Mr. / Mrs. / Ms. _____

Son / Wife / Daughter of _____

Guardian's Name (If Applicant is Minor) _____

Relationship of the Guardian with the Minor _____

*Date of Birth (dd/mm/yy) _____ Wedding Anniversary Date _____

*Nationality _____ *PAN No. _____

*Occupation: Private Service () Government Service () Professional () Business () Student () House Wife ()
Any other _____

*Name of the Organization _____

Designation _____

*Residential status: Resident / Non-Resident / Foreign National of Indian Origin / Others _____
_____ (please specify).

I/We hereby declare that as a Non Resident Indian/Person of Indian Origin/Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

*Mailing Address _____

_____ Pin code _____

*Permanent Address _____

_____ Pin code _____

*Office Name & Address _____

_____ Pin code _____

Contact No. Office _____ *Residence _____

*Mobile _____ Fax _____

*E-Mail _____

*Passport No (For Non Resident/Foreign National of Indian Origin) _____

(Photocopy of PAN Card and Passport or Voters Card are to be submitted along with the application. If Applicant is a Minor, proof of age is required to be submitted along with all the details/documentary evidence of the Guardian.)

Fields marked in * are mandatory

Signature of First Applicant_____
Signature of Second Applicant_____
Signature of the Third Applicant

3. THIRD APPLICANT:

*Mr. / Mrs. / Ms. _____

Son / Wife / Daughter of _____

Guardian's Name (If Applicant is Minor) _____

Relationship of the Guardian with the Minor _____

*Date of Birth (dd/mm/yy) _____ Wedding Anniversary Date _____

*Nationality _____ *PAN No. _____

*Occupation: Private Service () Government Service () Professional () Business () Student () House Wife ()
Any other _____

*Name of the Organization _____

Designation _____

*Residential status: Resident / Non-Resident / Foreign National of Indian Origin / Others _____
_____ (please specify).

I/We hereby declare that as a Non Resident Indian/Person of Indian Origin/Foreign National, I/We am/are in absolute compliance with the provisions of Foreign Exchange Management Act, 1999 ("**FEMA**") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

*Mailing Address _____

_____ Pin code _____

*Permanent Address _____

_____ Pin code _____

*Office Name & Address _____

_____ Pin code _____

Contact No. Office _____ *Residence _____

*Mobile _____ Fax _____

*E-Mail _____

*Passport No (For Non Resident/Foreign National of Indian Origin) _____

(Photocopy of PAN Card and Passport or Voters Card are to be submitted along with the application. If Applicant is a Minor, proof of age is required to be submitted along with all the details/documentary evidence of the Guardian.)

Fields marked in * are mandatory

Signature of First Applicant_____
Signature of Second Applicant_____
Signature of the Third Applicant

Section B: DETAILS OF APARTMENT APPLIED FOR

- (i) Apartment No. _____
- (ii) Tower No. _____
- (iii) Floor _____
- (iv) Super Built up Area _____ sq. meter equivalent to _____ Sq. ft. (Approx.)

Section C: DETAILS OF PARKING:

- (i) No. of covered car parking(s) ()
- (ii) No. of back to back parking(s) ()
- (iii) No. of open car parking(s) ()

Section D: PAYMENT PLAN OPTED:

- (i) Construction Linked Installment plan ()
- Detailed Payment Plan provided in Schedule III

Section E: MODE OF PAYMENT:

- (i) Cheque (ii) Draft (iii) P. O. (iv) Electronic Money Transfer

Section F: DETAILS OF PRICING:

Particulars	Rate per square feet of Super Built Up Area (wherever applicable)	Total Amount (INR)
(i) Sale Price		
Basic Price (BSP)		
Preferred Location Charges (PLC)		
Sub total		
(ii) Statutory Charges [External Development Charges (EDC) and Infrastructure Development Charges (IDC)]		
Sub total		
(iii) Car Parking Allotment Charges		
Sub total		
(iv) Other charges		
a) Association formation charges		
b) Club membership fee (CMF)		
c) Interest free maintenance security (IFMS)		
d) External electrification charges and other statutory charges		
e) Power backup facility charges		
f) Legal and administrative costs		
Sub total		
TOTAL AMOUNT PAYABLE [i + ii + iii + iv]		

Note: Taxes, Cess, VAT, service tax as applicable, will be charged at actual, in addition to above and are subject to revision as may be levied by the government authorities. In case of any levy such as development charges etc., taxes and duties in future by the government authorities, the same shall be borne by the Applicant.

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

SECTION G: FINANCE FROM BANK / FINANCIAL INSTITUTION:

Yes () No ()

SECTION H: ADDITIONAL INFORMATION FOR NRI/ FOREIGN NATIONAL OF INDIAN ORIGIN

A) Name of Bank _____
NRE Account No. _____
Name of Bank _____
NRO Account No. _____
Name of Bank _____
FCNR Account No. _____
PIO Card No. _____

B) For the purpose of remitting funds from abroad by the intending Applicant/Allottee, the following particulars of the beneficiary have to be provided:-

(a) Beneficiary's Name: _____
(b) Beneficiary's A/C No. : _____
(c) Bank Name: _____
(d) Branch Name : _____
(e) Bank Address : _____
(f) Swift Code: _____

C) Address of the Place of residence abroad:

City: _____ PIN/ZIP: _____

State: _____ Country: _____

Phone (Home): _____ Phone (Work): _____

Mobile: _____ Fax: _____

Email: _____

SECTION I: HOW DID YOU COME TO KNOW ABOUT THE PROJECT:

i) Newspaper ii) Other media iii) Events iv) Friends/Relatives

v) Any other source _____

SECTION J: PURPOSE OF PURCHASE

Investment () Residence ()

SECTION K: MODE OF BOOKING (if Broker, mention name & address with stamp)_____

_____**SECTION L: NAME AND SIGNATURE OF COMPANY'S SALES REPRESENTATIVE-**

Name _____ Signature _____

I/We hereby enclose a Cheque/Demand Draft No. _____, dated _____

Signature of First Applicant_____
Signature of Second Applicant_____
Signature of the Third Applicant

drawn on _____ Bank, Branch _____ for
 an amount of Rs. _____ /-(Rupees _____ only) as
 and by way of necessary booking amount.

Section M: Whether the Applicant (s) is an employee of Godrej Group or Land Owner Companies i.e. Sterling Infrastructure Pvt. Ltd. and KJS Colonisers Pvt. Ltd.

Yes () No ()

Section N: Whether the Applicant(s) is Director or related to any of the Directors of Company or Land owner Companies i.e. Sterling Infrastructure Pvt. Ltd. and KJS Colonisers Pvt. Ltd.

Yes () No ()

Section O: Applicant(s) hereby nominates and constitutes the following persons as their respective nominees –

Mr. / Ms. _____

son of / wife of / daughter of _____

age _____ years resident of _____

as the nominee of Mr./Ms. _____

and

Mr. / Ms. _____

son of / wife of / daughter of _____

age _____ years resident of _____

as the nominee of Mr./Ms. _____

and

Mr. / Ms. _____

son of / wife of / daughter of _____

age _____ years resident of _____

as the nominee of Mr./Ms. _____

Declaration:

I/We, the Applicant(s) do hereby declare that my/our application is irrevocable and that the above particulars/information provided by me herein are true and correct and nothing has been concealed.

Yours faithfully,

Signature of First Applicant _____

Signature of Second Applicant _____

Signature of Third Applicant _____

Date _____ Place _____

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Terms and Conditions

The Applicant agrees to the following:

1. This application is only an offer made to the Company for the allotment of the Apartment and does not create any right or interest, whatsoever or howsoever of the Applicant(s) in respect of the Apartment.
2. The Applicant(s) is applying for allotment of the Apartment in the Project proposed to be developed by the Company with full knowledge of all the laws/notifications and rules applicable to the group housing/multistoried projects in general and the Project located in Gurgaon, Haryana in particular and has satisfied himself about the rights/title/interest of the Company in the Said Lands and the Project Lands, on which the Project is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is / shall be required by him.
3. The Applicant(s) acknowledges that he has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present application has been made after being fully satisfied about the rights, title and interest possessed by the Company over the Said Lands. The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Said Lands. The Applicant(s) confirms that no further enquiry or diligence in this regard shall be required at any stage in future.
4. The Applicant(s) understands that the Project is being developed by the Company on the Project Lands which is a part of the larger lands namely Said Lands situated at Sector- 79, Gurgaon. Company is developing two separate group housing complexes on the Said Lands i.e. one on the Project Lands and the other on the remaining portion of the Said Lands ("**Remaining Lands**") having separate names, gated entries, recreation facilities, community building / clubs, play areas and other amenities. The Remaining Lands have been shown in "**Brown**" colour in Schedule I to this application. The buildings, amenities, facilities, services etc. to be developed on the Remaining Lands by the Company are not part of the Project, which is being developed on the Project Lands and for which this application is made by the Applicant(s).

The Applicant(s) further understands and acknowledges that the Remaining Lands along with all buildings, amenities, facilities, services etc. to be developed thereon by the Company shall be exclusively used and enjoyed by the Company and the allottees / owners of apartments to be developed on the Remaining Lands. The Applicant(s) shall neither have any access nor have any right, title, interest, easements, claims etc. of any nature whatsoever in the Remaining Lands or the buildings, amenities, facilities, services, infrastructure, utilities etc. to be developed thereon by the Company, except to the extent of any Common Services, which may be developed on the Remaining Lands.

5. The Company has made it specifically clear to the Applicant(s) that some services and facilities may be made available for both Project Lands and Remaining Lands on sharing basis and meant to be used jointly by allottees / owners of apartments on both Project Lands and Remaining Lands as well as the Company, such as electricity connection, water and sewerage connection, etc ("**Common Services**"). Such Common Services may be developed by the Company on Project Lands or Remaining Lands, and notwithstanding their location, all such Common Services would be available for use of allottees / owners of apartments on Project Lands and Remaining Lands as well as other allottees/occupants / users at the Said Lands. The Applicant(s) would use such Common Services strictly in accordance with the terms and conditions of the Definitive Documents, Declaration, bye-laws of the association of apartment owners and as per the applicable laws.
6. The Applicant(s) understands and agrees that the Developer reserves the right to form one or two separate associations of apartment owners for both Project Lands and Remaining Lands, which shall adhere to their respective bye-laws and guidelines as may be formulated by the Company in this regard. In the event there are two separate associations for Project Lands and Remaining Lands then each association shall, independent of the other, manage and conduct the affairs relating to apartments on the respective land parcels and the rights, entitlements and obligations of the allottees / owners of apartments with respect to the Common Services. In the event decisions are to be jointly taken by the two associations with respect to the administration and maintenance of the Common Services and the charges to be paid for the same by apartment owners at the Project Lands and Remaining Lands, the two associations may enter into inter-se agreements.
7. The common areas and facilities and limited common areas and facilities at the Project Lands and the undivided interest therein of each apartment owner at the Project Lands shall be specified by the Company in the deed of declaration for the Project ("**Declaration**") which would be filed by the Company and the Land Owner Companies i.e. Sterling Infrastructure Pvt. Ltd. and KJS Colonisers Pvt. Ltd. in compliance with the Haryana Apartment Ownership Act, 1983 and Haryana Apartment

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Terms and Conditions

Ownership Rules, 1987 and such Declaration shall be conclusive and binding upon the owners of all apartments at the Project Lands and the Applicant(s) confirm that his right, title and interest in the Apartment to be allotted in the Project shall be limited to and governed by what is specified by the Company and the Land Owner in the said Declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the Declaration to be filed in compliance of the Haryana Apartment Ownership Act, 1983 and rules there under, shall be in strict consonance with the other clauses contained herein and those which shall form part of the Definitive Documents. The Applicant(s) shall have exclusive right in limited common areas and facilities at the Project Lands in case any such area is appurtenant to the Apartment as provided in the Declaration. However, the Applicant(s) shall not have any exclusive right, title or interest in any common areas and facilities in the Project Lands and the same would be used by the Applicant(s) as per the provisions of the Declaration, bye laws of the association of apartment owners at the Project Lands and the provisions of the Haryana Apartment Ownership Act, 1983.

8. The Company has further made it specifically clear to the Applicant, that the computation of the Total Amount Payable (as mentioned in Section F hereinbefore) does not include in any manner recovery or payments towards running, maintenance and operation of common areas and facilities, or limited common areas and facilities at the Project Lands, or for the convenience store, shops, kiosks, conveniences, recreational activities, school, E.W.S. apartments, community building / club or association's office, additional fire safety measures etc., or towards running, maintenance and operation of the Common Services and the Applicant(s) has agreed, understood and satisfied himself about the same. The Applicant(s) fully understands that the responsibility of management and operation of the same shall be that of the Company or the association of apartment owners in the Project or the maintenance agency appointed by the Company / association of apartment owners in accordance with terms of the bye laws and provisions of the Haryana Apartment Ownership Act, 1983.
9. All apartment owners at the Project shall pay the maintenance charges on a pro rata basis as may be determined by the Company or the association of apartment owners in the Project or the maintenance agency appointed by the Company / association of apartment owners in its absolute discretion.
10. The Applicant(s) agrees that the car parking space(s) which may be allotted to Applicant(s) in the Project shall be the integral part of the Apartment and cannot be transferred/leased/sold or dealt otherwise independently of the Apartment. The Apartment along with the car parking space(s) will be treated as a single indivisible unit for all purposes and car parking space(s) cannot be detached from the Apartment. The Applicant may apply for additional car parking space(s) which may be allotted by the Company at its absolute discretion subject to availability at the then prevailing charges. All clauses of this application and the Definitive Documents pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the car parking space(s) which may be allotted to the Applicant(s). The Company shall have sole and exclusive right to allot the car parking space(s) on such terms and conditions as may be specified for the said purpose.
11. The Company, at its absolute discretion, is entitled to accept or reject this application without assigning any reasons for the same. In the event this application is rejected by the Company, then money paid by the Applicant(s) along with this application will be refunded by the Company within 60 days from the date of application, without any interest or any compensation for any consequences thereof, and the Applicant(s) shall have no other claim whatsoever against the Company.
12. Unless an allotment letter in respect of the Apartment is issued by the Company to the Applicant(s), the Company shall be free to allot the Apartment to any person other than the Applicant(s), without any interference or claim from the Applicant(s) or any person claiming through him.
13. In the event of non-acceptance of this application by the Company, the amount paid along with this application will be refunded without any liability towards costs/damage/ interest etc. In case Applicant(s) withdraws this application prior to issuance of Allotment Letter in his favour, cancellation charges equivalent to 2% of the Sale Price (as mentioned in Section F hereinbefore) shall be deducted from the amounts paid by the Applicant(s) to the Company till such date plus interest @15% on any overdue amount. The Company will refund the amount received from the Applicant(s) with this application after deducting the applicable cancellation charges and interest if any, within 15 days from the date of withdrawal application made by the Applicant(s). In case Applicant(s) fails to pay any installment in furtherance of the amount paid along with this application within 60 days from the due date, in that event Company shall be entitled to reject this application or cancel the Allotment Letter, as the case may be, and forfeit the entire Earnest Money or the entire amount paid by the Applicant(s) to

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Terms and Conditions

the company till that date, whichever is less, and refund the balance (if any) to the Applicant(s), after deducting / adjusting the interest on overdue payments calculated at the rate of 15% per annum.

14. Upon the Company deciding to allot the Apartment in favour of the Applicant(s), the Company will issue an allotment letter thereby allotting the particular Apartment to the Applicant(s) ("**Allotment Letter**") and calling upon the Applicant(s) to execute the apartment buyer's agreement along with other required documents in respect of the allotted Apartment. Post the issuance of the Allotment Letter, if the Applicant(s) fails to sign and execute the apartment buyer's agreement for the Apartment within 45 days time period from the date of dispatch of the Allotment Letter by the Company to the first named Applicant's address mentioned herein then the Company shall be entitled to cancel the allotment of the Apartment without any prior notice and forfeit the entire Earnest Money and refund the balance (if any) after deducting / adjusting the interest on overdue payments calculated at the rate of 15% per annum within 30 days from the date of expiry of the aforesaid 45 days.
15. It is understood by the Applicant(s) that 20% of the total Basic Sale Price (as mentioned in Section F hereinbefore) shall be construed, considered and treated as "**Earnest Money**", to ensure the performance, compliance and fulfillment of his/her obligations under this application and Allotment Letter.
16. The Definitive Documents and all other documents to be executed in relation to the Apartment shall always be in the name of the Applicant(s) as mentioned in this application. The Applicant(s) shall not transfer/assign his allotment of the Apartment without prior written permission of the Company. Once the apartment buyer's agreement has been executed, after payment of minimum 30% of the Basic Sale Price (as mentioned in Section F hereinbefore) by the Applicant(s) or period of ten (10) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Applicant(s) may, provided the Applicant(s) is in compliance of all terms and conditions of the apartment buyer's agreement, assign / transfer its rights and obligations under the apartment buyer's agreement or nominate/substitute any third person/entity in his place for execution of the conveyance / sale deed in respect of the Apartment. Any such assignment/ transfer/ substitution shall be subject to the Applicant submitting documentary proof as may be required by the Company, payment of a transfer / administrative charges of Rs. 50/- per square feet of the super built up area of the Apartment along with all other dues payable by the Applicant(s) to the Company till that date and further subject to such terms and conditions as may be imposed by the Company. Any such assignment / transfer by the Applicant(s) shall always be subject to applicable laws, notifications/ governmental directions. There is no transfer charges applicable on the first transfer.
17. If Applicant(s) desires to add name(s) of any third party to the Allotment Letter or delete the name of any of joint Applicants (as mentioned in Section A hereinbefore) from the Allotment Letter, then the same may be allowed by the Company subject to the Applicant(s) submitting documentary proof as may be required by the Company to add/delete other name(s) in the Allotment Letter and payment of an administrative charges of Rs. 50/- per square feet of the super built up area of the Apartment for each such addition/ deletion. However, no administrative charges will be payable if addition/ deletion of name(s) are proposed to be made in the name of blood relatives of Applicant(s) including spouse provided the Applicant(s) submits documentary proof as may be required by the Company.
18. If there is any delay in payment of any installment due from the Applicant(s), then the Applicant shall be liable to pay simple interest on such delayed payments at the rate of 15% per annum from the due date till the date of such payment is actually received by the Company. In case of Applicant(s) fails to pay the due installment together with interest payable thereon within a period of 60 days from the payment due date, the same shall be construed as default and the Company may, at its sole discretion, cancel the allotment and/or terminate the apartment buyer's agreement and be entitled to forfeit the Earnest Money or the entire amount paid by the Applicant(s) to the Company till that date, whichever is less, and balance money (if any) will be refunded by the Company, after deducting / adjusting the interest on overdue payments calculated at the rate of 15% per annum, without any interest or any compensation for any consequences thereof, and the Applicant(s) shall have no other claim whatsoever against the Company. However, the Company may, at its sole discretion, decide not to terminate the apartment buyer's agreement and condone the delay in payment of the particular installment, subject to terms and conditions that may be imposed by the Company on the Applicant(s) at that particular point of time together with liability to pay interest on the unpaid amounts at an enhanced rate which the Company may deem fit and appropriate. Such discretion to condone the delay and not cancel the allotment shall vest exclusively with the Company and all decisions taken by the

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Terms and Conditions

Company in this regard shall be final and the Applicant(s) agrees that all such decisions of the Company shall be binding on and acceptable to him.

19. The Applicant(s) shall pay the Sale Price and other charges, as indicated in Section F hereinbefore, which is understood to include pro rata consideration for the common areas and facilities and limited common areas and facilities in the Project, which shall be more specifically described by the Company in the Declaration to be registered in future, and which may be located anywhere in the Project Lands at the sole discretion of the Company.
20. The preferential location charges (PLC) are the charges applicable in respect of certain types of apartments owing to their description and location within the Project. The Applicant(s) agrees that in case he has applied for an Apartment of such description and location, he shall pay the applicable PLC, computed on the basis of super built up area of such Apartment, as part of the Sale Price. The Applicant(s) understands that due to any change in the lay-out plan / building plan of the Project Lands or the Said Lands the preferential attributes of the Apartment may undergo a change at any stage during construction of the Project.
21. The Sale Price of the Apartment is exclusive of the EDC/IDC and other statutory deposits to be made by the Company to competent authorities towards electricity, water and other facilities or any other charges paid/to be paid by the Company to relevant governmental authorities. The same shall be payable by the Applicant(s) on a pro-rata basis as and when demanded by the Company. However, in case the same gets revised / changed due to enhancement in government and statutory dues, taxes, cess or charges under the applicable laws, due to any amendment / modification thereof, including but not limited to, upward revision of EDC/IDC/other statutory deposits, increase of deposits / charges for supply of electricity and water, cost of additional fire safety measures, government recovery, revision of ground rent, or outgoings of any kind or nature, whether prospectively or retrospectively, the same shall be payable by the Applicant(s), as and when demanded by the Company.
22. The Applicant(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance within the Apartment) etc. as may be levied by the Company or association of apartment owners at the Project or by the maintenance agency appointed for the said purpose by the Company/ association of apartment owners.
23. All over-due payments from the Applicant(s) shall attract simple interest at 15% per annum from the date it fall due till the date of receipt of actual payment. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, the Company shall be fully entitled, at its sole discretion, to cancel the Allotment and to forfeit the entire Earnest Money. However, the Company may, at its sole discretion, may defer its right to cancel the allotment by charging Cheque Dishonor Charges. Cheque Dishonor Charges payable for dishonor of a particular installment payment cheque for first instance is Rs. 1,000/- and for second instance it is Rs. 5,000/- only. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If the Applicant(s) fails to deposit the Bank Demand Draft within next 15 days of sending of intimation of dishonor of cheque to the Applicant, in that event Company may, at its sole discretion, cancel the allotment and forfeit the entire Earnest Money. In the event of dishonor of any payment cheque Company has no obligation to return the original dishonored cheque.
24. In case of joint Applicants, all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address provided by the first named Applicant in Section A hereinbefore, which shall for the purposes be considered as served on all the Applicants and no separate communication shall be required to the other named Applicant.
25. The Applicant(s) shall inform the Company in writing about any change in the mailing/ communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by the Company to the address provided by the first named Applicant in Sector A hereinbefore shall be deemed to have been received by all the Applicants.
26. The Applicant(s) clearly and unequivocally confirms that in case remittances related to allotment/purchase of the Apartment are made by non-resident/ foreign national of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Terms and Conditions

permissions, approvals, etc., which would enable the Company to fulfill its obligations under the Allotment Letter or the Definitive Documents. Any implications arising out of any default by the Applicant(s), shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified and hold harmless at all times in this regard. Whenever if there is a change in the residential status of the Applicant(s), subsequent to the signing of this application, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.

27. It is understood by the Applicant(s) that the Company shall have no obligation to send reminders/ notices to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this application and those to be set out in the Allotment Letter and apartment buyer's agreement and the Applicant(s) is required to comply with all his/her obligations on its own. In the event the Applicant(s) fails to comply with terms and conditions thereof the Company shall always have the right to cancel / terminate the Allotment Letter and/or apartment buyer's agreement and to forfeit the entire Earnest Money or the entire monies paid by the Applicant up to the date of such cancellation, whichever is less. Thereafter the Applicant(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or apartment buyer's agreement.
28. 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 so demands.
29. The terms and conditions to be mentioned in the Definitive Documents shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Definitive Documents, the terms and conditions specified later in the Definitive Documents, shall supersede the terms and conditions as set out herein.
30. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in apartment buyer's agreement and/or conveyance deed to be executed between the Applicant(s) and the Company and the same shall be binding on the Applicant(s).
31. The Applicant(s) shall sign all the pages of this application in token of his/her acceptance of the same.

The Applicant herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

Signature of First Applicant: _____

Signature of Second Applicant: _____

Signature of Third Applicant: _____

Date: _____ Place: _____

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

SCHEDULE I

PLAN SHOWING PROJECT LANDS AND REMAINING LANDS



SCHEDULE II

PLAN SHOWING PROJECT BUILDINGS



Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

SCHEDULE III

PAYMENT PLAN - CLP

Sr. no.	Payment Due On	Value
1	On Booking	Rs. 4/5/6 Lakhs (2 & 2.5BHK; 3BHK; 3.5 BHK)
2	Within 60 days from Booking	10% BSP – Booking Amount
3	Within 120 days from Booking	10% BSP
4	On Start of Excavation	10% BSP
5	On Completion of GF slab	10% of BSP
6	On Completion of 2nd Floor slab	7.5% of BSP + 30% EDC & IDC Charges
7	On Completion of 4th Floor slab	7.5% of BSP + 30% EDC & IDC Charges
8	On Completion of 7th Floor slab	7.5% of BSP + 40% EDC & IDC Charges
9	On Completion of 9th Floor slab	7.5% of BSP
10	On Completion of Final Floor slab	5% of BSP
11	On Completion of Brickwork	5% of BSP + 100% Power backup + 100% EEC and Other Statutory Charges
12	On Completion of Internal Plaster	5% of BSP + 100% PLC
13	On Completion of Flooring	7.5% of BSP + 100% CMF + 100% Car park
14	On intimation of Possession	7.5% of BSP + 100% Association + IFMS + Legal

EDC / IDC : External Development Charges / Infrastructure Development Charges (As applicable)

EEC : External Electrification Charges

CMF : Club Membership Fee

IFMS : Interest Free Maintenance Security

Signature of First Applicant

Signature of Second Applicant

Signature of the Third Applicant

Call: 1-800-258-2588 | SMS 'GODREJ AR' to 56070

Site Location: Sector 79, Gurgaon | Email: aria@godrejproperties.com | Web: www.godrejaria.com

Regional office: 3rd Floor, UM House Tower B, Plot no. 35, Sector – 44, Gurgaon - 122 002.

Head office: Godrej Properties Ltd., Godrej Bhavan, 4A Home Street, Fort, Mumbai 400 001

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