

Application Form No. /Customer ID _____

Date _____

To,

ACE Infracity Developers
Private Limited,
Plot No. 01/B, Sector-126,
Gautam Budh Nagar, Noida-201303,
UP

Photograph of Sole / First Applicant	Photograph of Second / Joint Applicant	Photograph of Third / Joint Applicant
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I, the following Applicant request that I may be allotted a Unit in terms of Annexure A in this Application in the phase,

(a) Godrej Palm Retreat 1

(b) Godrej Palm Retreat 2

of “Godrej Palm Retreat” project at SC-02/F Sector 150, Noida, details whereof are as under:

SECTION A: APPLICANT(S) DETAILS

IN CASE OF INDIVIDUAL			
	1 st Applicant	2 nd Applicant	3 rd Applicant
Full Name (in capital)			
Relationship			
Relationship Name			
Date of Birth			
PAN			
Aadhar No.			
Nationality			
Residential Status			
Passport No.(In case of *NRI/ Foreign Customers)			
Permanent Address			
Mobile No.			
Email Id			
Address for Com munication			
Company Name & Address			

Note: Applicant(s)'s passport size photograph and photocopies of PAN Card/OCI/PIO and Passport/Voter Card/Aadhar Card to be mandatorily submitted along with this Application Form. *All compliance in terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant(s). Any implications arising out of any default by the Applicant(s) in this regard, shall be the sole responsibility of the Applicant(s). Developer accepts no responsibility in this regard and the Applicant(s) shall keep Developer fully indemnified and hold harmless at all times in this regard.

In case of Company/ LLP/ HUF/ Partnership Firm	
Name	

Date of Incorporation/ Formation	
PAN/CIN	
Registered Office Address	
Name of Authorized Representative/ Partner /Karta	

Note: If Applicant(s) is 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 (f) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

SECTION B: Details of Unit applied for:-

Unit No.	
Carpet Area*	_____ (Sq. Meters) Appx.
Exclusive Area**	_____ (Sq. Meters) Appx.
Total Area[#]	_____ (Sq. Meters) Appx.
Rate of the Unit	_____ per square meter
Car park Space	() Open / () Covered
Specification of Unit	Annexure C
Common Areas & Facilities	Annexure D
Sale Consideration, Other Charges and Payment Plan	Annexure E as attached with this Application Form

***“Carpet Area”** shall mean net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Unit for exclusive use of the Applicant(s) and exclusive open terrace area appurtenant to the Unit for exclusive use of the Applicant(s), but includes the area covered by the internal partition walls of the Unit.

****“Exclusive Areas”** Shall mean open area, exclusive balcony, exclusive terrace area, stilt area and/or basement area (as may be applicable) appurtenant to said Unit for exclusive use of the Applicant(s).

[#]**“Total Area”** shall mean the Carpet Area and Exclusive Areas collectively.

C.	MODE OF BOOKING
	Direct or Channel Partner : _____ Name and Signature of Developer/ sales representative: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)
D.	FINANCE FROM BANK / FINANCIAL INSTITUTION: Yes / No. If yes, Preferred Financial Institution: _____
E.	MODE OF PAYMENT Cheque () Draft / P.O.() RTGS/NEFT()

F.	I HEARD ABOUT YOU FROM? (Please tick the applicable)			
	Newspaper	Hoarding	Television Advertisement	Internet Advertisement
	Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)
	Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____	
Details of Newspaper, Website, Hoarding etc. _____				
G.	PURPOSE OF PURCHASE:		Investment	Self-Use

I/We, the Applicant(s) understand that Ace Infracity Developers Private Limited ("**Developer**") having its registered office at Plot No. 01/B, Sector-126, Gautam Budh Nagar, Noida-201303, is developing a group housing complex by the name of "**Godrej Palm Retreat**" comprising of 856 residential units and 21 shops along with amenities, facilities, services etc. and such other developments as may be permitted ("**Project**") on the Sports City plot admeasuring approx. 58,064.71 square meters (approximately 14.347927 acres) bearing no. SC-02/F Sector 150, Noida ("**Project Land**"). In respect of the Project Land, the Noida Authority ("**NOIDA**") had granted a lease of 90 years in favour of Crest Promoters Private Limited ("**CPPL**") commencing from 7 April 2015, vide a a lease deed dated April 7, 2015, registered with the office of the Sub- Registrar in Book No. 1, Volume No. 6659 at Page No. 1 to 96 as Document No. 2411. Pursuant to a scheme of amalgamation filed before the National Company Law Tribunal, Allahabad Bench and duly approved vide it's Order dated 21 March 2018, CPPL amalgamated into the Developer along with all of its property, rights, liabilities and duties including Project Land and by the virtue of said order, the Developer has substituted CPPL under the said lease deed.

I/We, the Applicant(s) also understands that the Project is being developed in 3 (three) Phases and accordingly will be registered with the UP RERA Authority in 3 (three) Phases. Phase one of the Project i.e. "**Godrej Palm Retreat 1**" comprises of Towers A1, Iconic A2, A3, A4, A5, B1, B2, B3, Iconic B4, B5 and E contains 430 Units along with 21 commercial units, comprised in approx. 33,500 sq. meters out of the Project Land. Phase two of the Project "**Godrej Palm Retreat 2**", comprises of Towers C1, Iconic C2, C3, C4 and C5 contains 211 Units comprised in 12,750 sq. meters out of the Project Land. The balance 11,814.71 sq. meters out of the Project Land ("**Future Development**") shall be developed at a future stage and shall be registered with UPRERA prior to selling and marketing. The common areas of Godrej Palm Retreat 1, Godrej Palm Retreat 2 and Future Development will be the same irrespective of the phase in which such common areas are developed and the respective phases shall have their respective RERA Registration Numbers. The components of Common Areas and Facilities to be completed with each of the Godrej Palm Retreat 1, Godrej Palm Retreat 2 and Future Development are set forth in **Annexure D** hereto. The Developer is developing Godrej Palm Retreat 1 and Godrej Palm Retreat 2 over a portion of the Project Land as shown/ shaded in the plan in **Annexure B-II** to this Agreement.

I/We, the Applicant(s) also understands that, Noida has also issued the approval of Master Plan bearing No. [●] and Building Plan bearing No. [●] in relation to the Project. Godrej Properties Limited has been appointed as the Development Manager for the said Project by the Developer for provision of development management services to the Project as per the agreements executed between the Developer and the Development Manager.

I/We, the Applicant(s) wish to apply for the allotment of a Unit details whereof are mentioned in Section B ("**Unit**") along with all rights, title and interest therein, at unit complex/cluster known as "Godrej Palm Retreat _____", comprising of total _____ Units along with _____ commercial units, being developed by the Developer over a portion of the Project Land, measuring _____ square meters as shown in **Annexure B- II** to this Application.

I/we, agree to pay the cost of property for the Unit which is Rs. _____ (Rupees _____ only) ("**Cost of Property**") details whereof and other charges payable by the Applicant(s) for transfer of the Unit in its favour, are mentioned in **Annexure E**. I/we understand that the total price as mentioned in **Annexure E** ("**Total Price**") includes the Goods and Services Tax (GST) and lease rent paid/ payable by the Developer to the competent authority, up to the date of handing over the possession of the Unit in terms of this Application and one year advance Maintenance Charges as per clause 22 of **Annexure A**.

I/we further understand that, in case there is any change / modification in the Taxes/ charges/ fees/ levies etc., the

subsequent amount payable by me/us to the Developer shall be increased/ decreased based on such change / modification. However, the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities beyond a period of one year from Completion Time Period as per clause 26 of Annexure A, stamp duty, registration charges, any future increase thereof and all other costs, charges and expenses incidental thereto in connection with any of the documents to be executed for the sale of the Unit, as per the provisions of Applicable Laws. 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 Unit including this Application Form and/or the Allotment Letter and/or the Agreement to Sub-lease as per the provisions of Applicable Laws, shall be borne and paid by the Applicant(s) as and when demanded by the Developer.

For the purpose of this Application Form

“Applicable Law” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Application or thereafter.

“Taxes” includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, Cesses, levies, charge which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit.

“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, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, 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

I/we, understand that the Total Price does not include any charges towards any facilities located outside the Project such as convenience stores, shops, kiosks, recreational activities and the Applicant(s) may be permitted use the same on such terms and on payment of charges as may be prescribed by the Developer. All such payments shall be made by me/us as per demands raised by the Developer and/ or in the manner set out in the payment plan in *Annexure E* as attached with this Application Form (“**Payment Plan**”) which shall form an integral part of the Allotment Letter / Agreement to Sub-lease which shall be executed by me/us and the Developer in the format provided by the Developer.

I further confirm that I am 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, Exclusive 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 am aware and I confirm that the advertisements / 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 (“**Act**”) read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 and I am not relying on the same for our decision to purchase the Unit. I 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, agree and undertake that I/we shall neither hold the Developer or any of its affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to me/us nor make any claims/demands on the Developer or any of its / affiliates with respect thereto.

I/We have taken the decision to purchase the Unit in the Project out of our own free will, based solely upon the information provided along with the document enclosed, after giving careful consideration to the nature and scope of the entire development explained to me/us in person including the disclosures contained herein.

Save and except the information / disclosure contained herein and on Uttar Pradesh Real Estate Regulatory Authority (“UPRERA”) website, I confirm and undertake not to make any claim against the Developer or seek cancellation of this Application Form / Allotment Letter/ Agreement to Sub-lease 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 to Sub-lease or the UPRERA website.

I 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, cost of property, 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.

I/We hereby enclose a (i) Cheque/Demand Draft No. _____, dated _____ 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) (“**Application Money**”) as part of Booking Amount.

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 _____

ANNEXURE A
TERMS AND CONDITIONS

The Applicant(s) agrees to the following:

1. The Developer has registered the Project with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. of the [●]; website link is www.up-rera.in
2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Developer. The Applicant(s) is applying for allotment of the Unit in the Project (within the Project) proposed to be developed by Developer with full knowledge of all the laws/notifications and rules applicable to the Project /Project located in Greater Noida, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Developer in the Total Lands, and has understood all limitations and obligations of Developer in respect thereof.
3. The Applicant(s) acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said Project/Project as was demanded by the Applicant(s) and that the Applicant(s) is fully satisfied with the same. The Applicant(s) further 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 Developer over the Total Lands.
4. The Applicant(s) understands that his rights, title and interest in the Unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the Allotment Letter/ Agreement to Sub-lease. The Applicant(s) shall have all rights and entitlements in respect to the Unit; along with right to use the common areas and facilities (other than those reserved / restricted for any other owner / sub-lessee / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Developer to third parties as permitted under Applicable Laws). It being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Project guidelines to be formulated by Developer and which shall be provided under the Allotment Letter, Agreement to Sub-lease other definitive documents and the Applicable Laws.
5. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the Developer from time to time. Further, the Developer may also provide certain facilities and amenities including golf club, master club, shops and commercial areas within the Project which may be located outside the Project as per the master plan approved by NOIDA, which the Applicant(s) may use as per such terms & conditions and subject to payment of membership fee and usage charges as may be prescribed/ decided by the Developer from time to time. The Applicant(s) further understands that Developer shall be entitled, as per Applicable Laws, to transfer/sub-lease the convenience stores, shops, kiosks, conveniences, golf course, recreational activities, community building/ clubs as may be developed on Total Lands and the Applicant(s) shall not object to same at any point of time.
6. The Applicant(s) understands and agrees that the Developer may, as may be required under Applicable Laws, form (i) separate association of Unit holders (being either a co-operative society/condominium/limited company or combination of them) (“**Association**”) for Project and /or each phase in the Project; (ii) or form a single association for the Project. Further, in case the Developer forms separate Association for each of the phase in the Project, the Developer may form an apex body over and above all Association. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective projects/land parcel and the rights, entitlements and obligations of the Unit holder with respect to the common area and facilities. The common areas and facilities within the Project and Total Lands shall be dealt with by the Developer in accordance with Applicable Laws.
7. The Applicant(s) hereby agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Developer in accordance with the Payment Plan opted on or before the respective due dates. It being clarified

that the Developer shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Developer.

8. 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 Unit, at the express request of the Applicant(s), the Developer may at its sole discretion 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 instalments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal in Payment Plan. Subject to timely payment of instalments, 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 to Sub-lease 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. The Applicant(s) understands that the Applicant(s) shall not claim any interest on such advance payment.
9. It is understood by the Applicant(s) that 20% of the Cost of Property, shall be construed, considered and treated as "**Booking Amount**", to ensure the performance, compliance and fulfilment of his/her obligations under the Allotment Letter/ Agreement to Sub-lease. The Booking Amount shall be payable by the Applicant(s) as per the Payment Plan and will include Application Money.
10. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt 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 Unit and does not constitute a final/provisional allotment or an agreement.
11. 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 Unit in favor of the Applicant(s), the Developer will send the intimation thereof to the Applicant(s) to make payments as per the Payment Plan towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Unit and registration of the Agreement to Sub-lease.
12. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, until a formal agreement to sub-lease ("**Agreement to Sub-lease**") 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 to Sub-lease is executed and registered by the Developer and the Applicant(s). Further, the Applicant(s), as and when called upon by the Developer, undertakes to come present for registration of the Agreement to Sub-lease, as may be required under the Applicable Laws, at the office concerned sub-registrar of assurances, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant and/or (ii) cancel this Application Form / Allotment Letter and forfeit the Booking Amount and Non-Refundable Amount as defined herein below.
13. 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.
14. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 1% (one 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 1% 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. .
15. In the event if the Applicant (s) fails or neglects to make the payment of (2) two consecutive installments as per Payment Plan in accordance with terms of this Application and all other amounts due including but not limited to estimated other charges due from the Applicant(s) as mentioned in this Application on due dates, despite having

being issued notice in this regard, the Applicant(s) shall be liable to pay Interest as mentioned in clause 14 above to the Developer on the unpaid amount. In case the default of the Applicant(s) mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Applicant(s) in that regard, the Developer shall be entitled, at its sole option, to terminate this Application and forfeit the Booking Amount along (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as determined by the Developer (d) all other charges and paid by the Developer to the authorities and (e) any other applicable Taxes and (f) 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 and (g) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement to Sub-lease, if Agreement to Sub-lease is registered, (collectively referred to as the “**Non-Refundable Amount**”).

16. In the event if the Applicant(s) fails or neglects to comply with the obligations as set out herein/ Allotment Letter/Agreement to Sub-lease, at any point of time and fails to rectify the default within the aforesaid period of 15 (fifteen) days except for Clause 15 above, then the Developer shall be entitled, at its sole option, to terminate this Application and forfeit Booking Amount along with the Non-Refundable Amount. The Developer shall intimate the Applicant(s) about such termination of allotment at least 30 (thirty) days prior to such termination.
17. Upon termination of allotment, refund of the balance amount, if any, shall be dealt in accordance with Applicable Laws. For the sake of clarity, the Interest and/or Taxes paid on the Cost of Property 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 Unit and/or the Project and/or the Total Lands and the Applicant(s) waives his right to claim and/or dispute against the Developer in any manner whatsoever. 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 Unit to any third party of the Developer's choice without any recourse to the Applicant(s).
18. 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 Booking Amount and Non-Refundable Amount.
19. The Applicant(s) is aware that the Cost of Property does not include any charge towards right to use the () covered/ () open car park space and the same is being provided free of cost along with the Unit. The Applicant(s) understands that the car park space forms shall part of limited common area and facilities and shall be allocated by the Developer. The Applicant(s) further agrees and undertake that Applicant(s) shall have no concerns towards the identification and allotment/allocation of car park space done by Developer, at any time and shall not challenge the same anytime in future. It is clearly understood by the Applicant(s) that the Applicant(s) shall at no time have the ownership or title over the car park space, except for the exclusive right to use the same for himself. All clauses of this Application Form and Agreement to Sub-lease pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to car park space.
20. The additional compensation / price (if any) payable to NOIDA or antecedent owners of the Total Lands if required to be paid by Developer after the allotment date, as a consequence of any order from any Court of competent jurisdiction or as directed by the NOIDA, shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the same without any demur and shall not raise any objection for the same.
21. The Developer shall confirm the final Total Area that has been allotted to the Applicant(s) after the construction of the Unit is complete and the occupation certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Total Area then the Developer shall adjust the excess money paid by Applicant(s) along with Interest from the date when such an excess amount was paid by the Applicant(s) from the next installment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area such increase is not more as prescribed under the Applicable Laws), allotted to Applicant(s), the Developer shall demand that from the Applicant(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as mentioned in **Annexure E**. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by project 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.

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 Unit) etc. as may be levied by Developer or condominium / association of Unit holders at the Project/Project or by the maintenance agency / property manager appointed for the said purpose by Developer. The Applicant acknowledges that advance maintenance charge (calculated at an estimated rate) for a period of 1 (one) year from the Completion Time Period has already been included in the Total Price of the Unit. Further, if the maintenance agency is not formed within 1(one) year from Completion Time Period, the Developer shall be entitled to collect from the Applicant(s) amount equal to the amount of maintenance mentioned in the Payment Plan annexed hereto plus 10 (ten) % in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the possession notice expiry date or the date of execution of the sub-lease deed, whichever is earlier, the Applicant(s) shall pay advance maintenance charges as mentioned in Annexure E, which amount shall be adjusted against the actual maintenance charges applicable and chargeable to all the Unit owners at the Project from the time of handover. Upon formation of the Association the account of the maintenance charges paid by the Applicant(s) shall be handed over to the Association.
23. The Total Price of Unit is exclusive of the statutory deposits to be made by Developer to competent authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant(s) on a pro-rata basis as and when demanded by Developer. However, in case the same gets enhanced under the Applicable Laws including revision of lease rent, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).
24. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Developer shall be fully entitled, at its sole discretion, to terminate the Allotment and to forfeit Booking Amount and Non-Refundable Amounts. However, Developer may, at its sole discretion, defer its right to terminate the allotment by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs.5,000/- (Rupees Five Thousand Only) and for second instance it is Rs. 10,000/- (Rupees ten Thousand 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/ NEFT/RTGS within next 7(seven) days of sending of intimation of dishonor of cheque to the Applicant(s), in that event Developer may, at its sole discretion, terminate the allotment and forfeit the Booking Amount and Non-Refundable Amount. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.
25. All cheques /demand drafts/remittance should be issued / deposited and payable at par drawn in favour of "[●]", and/or as stipulated by the Developer from time to time. The first sole/Applicant(s) shall mention his/her/its name, customer ID and Unit no. applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque.
26. Subject to the Applicant(s) not being in default of any terms and conditions specified in the Agreement to Sub-lease including but not limited to the timely payment of the amounts, the Unit shall be offered for possession on or before December [●] ("**Completion Time Period**") The Completion Time Period 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 Completion Time Period 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. For the purpose of this Application Form, "force majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.
27. In the event the Applicant(s) fail(s) to take over possession of the Unit in accordance with the possession notice, the same shall be a default on part of the Applicant(s), and without prejudice to any other right that may be available to Developer including termination of allotment, the Applicant(s) shall be liable to pay to Developer all costs and expenses which Developer may have to incur in relation to the Unit including holding charges of Rs. 21.53 (Rupees Twenty One Rupees Fifty Three Paise only) per month per square meter on the Total Area of the Unit ("**Holding Charges**") as the cost of necessary upkeep and maintenance of the Unit for the period beyond 3 (three)

months or such other higher or lower period as provided under Applicable Laws till date of actual possession by the Applicant(s) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay, which shall be payable by the Applicant(s) within the time period stipulated by the Developer. During the period of said delay the Unit shall remain locked and shall continue to be in possession of Developer but at the sole risk, responsibility and cost of the Applicant(s) in relation to its deterioration in physical condition.

28. That the Applicant(s) understands and agrees that the Developer shall not entertain execute any transfer/ nomination/ assignment of the rights of the Applicant(s) under the Allotment Letter / Agreement to Sub-lease, until the developer has received 20% of Cost of Property. The transfer / nomination / assignment shall be allowed at the sole discretion of the Developer, upon payment of transfer/ administrative charges at Rs. [●] /- (Rupees [●]) per sqm on the Total Area of the Unit along with Taxes per transfer and all other dues payable by the Applicant(s) to Developer till that date. The Applicant(s) understands that the Developer may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. However, there shall be no transfer/administrative charges payable on the first transfer of the Unit and no transfer / administrative charges will be payable if the transfer / assignment is proposed to be made in favour of a blood relative of the Applicant(s) including spouse, provided the Applicant(s) submits documentary proof as may be required by Developer. Any such assignment / transfer / nomination by the Applicant(s) shall always be subject to Applicable Laws, notifications/governmental directions and the sole discretion of the Developer.
29. If Applicant(s) desires to add name (s) of any third party to the Allotment Letter or delete the name of any of joint Applicant(s) (as mentioned in Section A herein before) from the Allotment Letter, then the same may be allowed by Developer subject to the Applicant(s) submitting documentary proof as may be required by Developer to add/delete other name(s) in the Allotment Letter and payment of an administrative charges of at Rs. [●] /- ([●]) per sqm on the Total Area of the Unit along with Taxes 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 Developer.
30. The Applicant(s) is 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 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.
31. Upon completion of the Project, the common areas and facilities and limited common areas and facilities at the Project shall be provided in the declaration ("**Declaration**") for the Project which would be filed by the Developer in compliance with the Uttar Pradesh Apartment Ownership Act, 2010 and Uttar Pradesh Apartment Ownership Rules, 2011. The Declaration shall be conclusive and binding upon the owners of all units at the Project and the Applicant(s) confirm that his right, title and interest in the Unit to be allotted in the Project shall be limited to and governed by what is specified by the Developer in the said Declaration
32. Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation or 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.
33. Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Government authorities at the time of sanction of the building plans or thereafter. Developer shall, before execution and registration of the sub-lease deed and handing over of possession of the Unit to the Applicant(s), obtain from the Government authorities, the necessary part occupation certificate in respect of the said Unit, as may be required under the Applicable Laws.

34. In case of joint Applicant(s), 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 herein before, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). The Applicant(s) shall inform Developer in writing about any change in the mailing communication address mentioned herein with supportive documents, failing which all demands, notices etc. sent by Developer to the address provided by the first named Applicant in Section A herein before shall be deemed to have been received by all the Applicant(s).
35. In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicant is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
36. The name of the Project "Godrej Palm Retreat" may be changed at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same and that the Applicant(s) hereby accord(s) his/her irrevocable consent in respect thereof.
37. [●] is approved as "[●]" in the master layout plan for the Project and Tower [●] shown in marketing plans are approved as "[●]" respectively in approved building plan of the Project.
38. 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. That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India for the time being in force and the subject to jurisdiction of competent courts.
39. 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.
40. The terms and conditions mentioned herein limited and detailed terms and conditions shall be specified in the Allotment Letter / Agreement to Sub-lease. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Allotment Letter / Agreement to Sub-lease, the terms and conditions specified later in the Allotment Letter / Agreement to Sub-lease, shall supersede the terms and conditions as set out herein.
41. The Applicant(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961. In addition, the Applicant(s) agree to sign the TDS declaration attached herewith as **Annexure F**.
42. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarlyF any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.

43. In addition if the Applicant (s) is/are a Non Resident Indian, he/she undertakes to sign the NRI declaration attached herewith as **Annexure G**.

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

Signature of First Applicant: _____

Signature of Second Applicant: _____

Signature of Third Applicant: _____

Date: _____ Place: _____

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ANNEXURE B-I
PLAN SHOWING PROJECT LANDS

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ANNEXURE B-II
PLAN SHOWING PROJECT

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ANNEXURE B-II
LAY OUT PLAN OF THE PHASE AND MPL

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ANNEXURE C
SPECIFICATIONS OF THE UNIT

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ANNEXURE D

COMMON AREA AND FACILITIES

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ANNEXURE F
TDS DECLARATION

[•]

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ANNEXURE G
NRI DECLARATION

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LIST OF DOCUMENTS TO BE SUBMITTED WITH APPLICATION FORM

For Individual (resident Of India):

- Copy of PAN card
- Passport Size photographs
- Photo ID, Signature & Address Proof

For Partnership Firm:

- Copy of PAN card of the firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm
- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing Partner

For Company:

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary
- Board Resolution in favor of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized Signatory

For Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

For NRI/Foreign Nationals of Indian Origin:

- Copy of passport
- Copy of PAN card
- Passport Size photograph, Photo ID, Signature Proof, Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI/NRO account of the Applicant(s)
- In case of payment through cheque :
All payments shall be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party.