# APPLICATION FORM

(PLEASE FILL IN BLOCK LETTERS)

Application Form No				
Date				
То,				
Adani Brahma Synergy F Plot No. 83, Sector 32, Gurgaon, Haryana	vt. Ltd.			
HRERA No.				
Dear Sir,				
	Sub: APPLICATION FOR	R EARMARKING OF A RESIDENTIAL/	COMMERCIAL UNIT	
I/We, am/are desirous of Unit being developed by		favour, proposed residential Unit ald	ong with the benefit and amenities at	tached to th
My/Our particulars are gi	ven below for your reference and	d record: Photograph of	Photograph of	
	Primary/Sole Applicant (with signature across it)	Co-Applicant 1, if any (with signature across it)	Co-Applicant 2,	
	Primary Applicant	Co-Applicant 1	Co-Applicant 2	

	Primary/Sole Applicant	Co-Applicant 1 (if any)	Co-Applicant 2 (if any)
First Name			
Last Name			
S/W/D/o			
Guardian Name			
Residential Status (Please Circle)	Resident/Non Resident/Foreign National of Indian Origin/Others	Resident/Non Resident/Foreign National of Indian Origin/Others	Resident/Non Resident/Foreign National of Indian Origin/Others
Nationality			
Gender			
Martial Status			
Mailing Address			
City			
Country			
Permanent Address			
City			
Country			
Date of Birth (DD/MM/YYYY)			
PAN Card No.			
Aadhar Card No.			
Passport No.			
Occupation (Please Circle)	Service/Professional/Self Employed/ Student/House Wife/Any Other	Service/Professional/Self Employed/ Student/House Wife/Any Other	Service/Professional/Self Employed/ Student/House Wife/Any Other
Occupation Details (Company Name/Nature of Business)			
Designation			
Residence Tel. No.			
Mobile No.			
Email Id.			

Primary Applicant	Co-Applicant 1	Co-Applicant 2

-	Primary Applicant	Co-Applicant 1	Co-Applicant 2
Resolution dated	authorizing	the partner to execute this Application	olication Form (certified copy enclosed). Form (certified copy enclosed). ecute this Application Form (copy enclosed).
Tel. No. (ISD/STD Co	ode):		
Contact person with	designation:		
Email Id.:			
Tel. No. (ISD/STD Co	ode):		
Name of authorized	signatory with designation:		
E-mail Id.:			
Tel. No. (ISD/STD Co	ode):		
Address for corresp	ondence:		
Date of incorporatio	n:		
E-mail ld.:			
Tel. No. (ISD/STD Co	ode):		
Address of Register	ed office/head Office:		
Name of the organiz	zation:		
Additional Informa	tion (Other Entity)		
Name of the Bank a	nd Branch:		
FCNR Account No.: .			
Name of the Bank a	nd Branch:		
NRE Account No.:			
Name of the Bank a	nd Branch:		
NRO Account No.:			
Mobile No.:		Email ld.:	
Tel. No. (ISD/STD Co	ode):		
Address tor corresp	ondonoo (i oroigii)		
	ondence (Foreign).		

**Additional Information (only for NRIs)** 

## **Details of Unit Applied For:**

Unit Particulars:		Accommodation Type: Residential		
		Project Name:		
		Unit No.: Typ		Туре:
		Block No Plot No.:		Floor No.:
		Phase No.:		Parking Nos.:
		(A) Carpet Area of Floor:		(B) Total Exclusive Area (Balcony):
		(in sq.	mtrs.)	(in sq. mtrs.)
		(in sq.	ft.)	(in sq. ft.)
		(C) Total Saleable Area of Floor:		(D) 1/3 <sup>rd</sup> Proportionate Basement Area (Right to use):
		(in sq.	mtrs.)	(in sq. mtrs.)
		(in sq.	ft.)	(in sq. ft.)
		(E) 1/3 <sup>rd</sup> Proportionate Terrace Area (Right to use):		Pre – RERA SBA :
		(in sq.	mtrs.)	(in sq. mtrs.)
		(in sq.	ft.)	(in sq. ft.)
Basic Sale Conside (Other charges as p	ration (excluding taxes): per Cost Sheet)	Rs/- (In words) Rupees		
Downart Dlan Onto	al.	Construction-Linked Payment Plan		Time Linked Plan
Payment Plan Opte	u:	Down Payment Plan		Any other Payment Plan:(please specify)
Details of Marketin	g Personnel & Channel Par	tner:		
Mode of Booking		Direct		Referral
		Channel Partner		Referrer Details
		Adani Employee		Others (please specify)
Name and Signatu	ıre of Sales Manager	Channel Partner's Seal & Signature, if applicable		
		RERA Registration No Valid Upto		
_	Primary Applicant	Co-Applicant 1	_	Co-Applicant 2

## SAMSARA (VILLA FLOORS)

Unit Type	
Unit No	
Floor	
Plot Area (in sq yards)	
Plot Area (in sq mtr)	
Carpet Area of Floor (In Sq Ft)	
Balcony Area of Floor (In Sq Ft)	
Saleable Area (In Sq Ft)	
1/3rd Proportionate Area of Basement (In Sq Ft) - "RIGHT TO USE"	
1/3rd Proportionate Area of Terrace (In Sq Ft) - "RIGHT TO USE"	
No of Covered Parking Slots	

#### Villa Floor Price Details:-

Unit Basic Sale Price (In Rs)	
Preferencial Location Charges	
- For Green Facing @ Rs 150/- per sq ft (In Rs)	
- For Corner Plot @ Rs 150/- per sq ft (In Rs)	
- For Both Green Facing + Corner Plot @ Rs 300/- per sq ft (In Rs)	
Total Consideration of Villa Floor	

#### Notes:

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- 1 1 sq mtr = 10.764 sq ft
- 2 Charges on Possession Club Membership, IFMS, Stamp Duty, Registration Charges & other Misc. charges
- 3 Service Tax & other taxes extra as applicable. Any increase in Government charges / taxes shall be borne by customer.
- 4 Prices are subject to revision without prior notice before application is accepted by developer.
  - Allotment shall be subject to terms & conditions of the standard application form
- 6 Maintenance charges extra as applicable as per terms of application form and Builder Buyer Agreement
- 7 The Basement and Terrace areas are "on right to use basis"

## **SAMSARA**

## **CONSTRUCTION LINKED PAYMENT PLAN**

S No	Instalment Description	% Due of Sales Value	In Case of Bank Loan
1	On Application	Rs 5 Lacs	Customer Contribution
2	On or within 30 days of Allotment	Completion of 10%	Customer Contribution
2	On or within 60 days of Allotment	10%	Customer Contribution
	(Subject to registration of Buyers Agreement)	10%	Customer Contribution
4	On Completion of Basement Roof Slab	20%	Bank Contribution
5	On Completion of Third floor Roof Slab	20%	Bank Contribution
6	On Completion of Internal Brick Work, Plastering & Internal Services	20%	Bank Contribution
7	On Completion of Internal & External Finishing	15%	Bank Contribution
8	On offer of Possession	5%	Customer Contribution
	Total	100%	

## SUBVENTION (BANK LOAN) PAYMENT PLAN - NO EMI till Offer of Possession

S No	Instalment Description	% Due of Sales Value	Remarks
1	On Application	Rs 5 Lacs	Customer Contribution
2	On or within 30 days of Allotment	Completion of 10%	Customer Contribution
2	On or within 60 days of Allotment	10%	Customer Contribution
2	(Subject to registration of Buyers Agreement)	10%	customer contribution
4	On Completion of Basement Roof Slab	20%	Bank Contribution
5	On Completion of Third floor Roof Slab	20%	Bank Contribution
6	On Completion of Internal Brick Work, Plastering & Internal Services	20%	Bank Contribution
7	On Completion of Internal & External Finishing	15%	Bank Contribution
8	On offer of Possession	5%	Customer Contribution
	Total	100%	

#### **DOWN PAYMENT PLAN**

S No	Instalment Description	% Due of Sales Value	In Case of Bank Loan
1	On Application	Rs 5 Lacs	Customer Contribution
2	On or within 30 days of Allotment	Completion of 10%	Customer Contribution
13	On or within 60 days of Allotment (Less Down Payment Rebate) (Subject to registration of Buyers Agreement)	85%	10% - Customer Contribution 75% - Bank Contribution
4	On offer of Possession	5%	Customer Contribution
	Total	100%	

### Notes:

- 1 Sales Value = BSP + EDC & IDC + PLC
- 2 Charges on Possession Club Membership, IFMS, Stamp Duty, Registration Charges & other Miscellenous charges
- 3 Service Tax & other taxes extra as applicable
- 4 Prices are subject to revision without prior notice
- 5 Allotment shall be subject to terms & conditions of the standard application form
- 6 Maintenance charges extra as applicable as per terms of application form and Builder Buyer Agreement

the Application Am			application amount pending earmarki	
Cheque No./Draft N	lo./UTR Code:		Dated: / 201	
Drawn on:		Bank:	Branch:	
Amount Rs.:		/- (Rupees:	Only.)	
PAYMENT SCHEDU		nts for the Unit applied for in acco	rdance with the payment schedule sh	ared with me/us as
			of the aforementioned cost sheet in m pay Interest, charges in case of dela	
Declaration:				
1. I/We have fully reand be bound by the		Conditions attached hereto and do	hereby solemnly agree, undertake an	d covenant to abide
			nsideration to all facts, Terms and Co conscious of my/our rights, liabilitie	
n their sole discreti		icies. I/We further agree and under	ayments, shall be decided by the bank stand that if the subvention plan is ava	
4. I/We have signed	d this Application Form after having	read and understood what is writ	ten in the form.	
-	Primary Applicant	Co-Applicant 1	Co-Applicant 2	-

#### Note:

- 1. Please enclose the following documents:
- a) For Individual Applicant:
- i) At Par Cheque/Demand Draft towards provisional allotment money
- ii) 2 Photographs each of all applicants
- iii) Self-attested Photo Identity Proof of all Applicants (Passport/Voter's Id. Card/Driving Licence/PAN Card/Aadhar Card)
- iv) Self-attested copy of PAN Card/Form No. 60 of all applicants
- v) Self-attested copy of AADHAR Card
- vi) Self-attested copy of Residence proof
- vii) In case of NRI, self-attested documents for Residential status
- viii) Copy of Passport and Account details (for NRIs/PIOs to make payment through/NRE/NRO/Foreign Currency Accounts only)
- b) For Corporate Applicant:
- i) At Par Cheque/Demand Draft towards provisional allotment money
- ii) Attested copy of Memorandum & Articles of Association
- iii) Self-attested copy of PAN Card
- iv) Self-attested copy of Address proof
- v) Board Resolution in favour of the signatory for signing the application/documents
- vi) If Partnership firm, attested copy of Partnership Deed
- vii) If Proprietorship concern, attested copy of Bank Account of Applicant
- viii) Latest form 32 for directors and list of directors as on date of application on company letter head to be provided
- 2. All Cheques/Demand Drafts should be issued in the name of "....."

### Checklist For Office Use Only:

Α	For Individual Applicant:
1	Application Form duly filled in and signed by all applicants
2	At Par Cheque/Demand Draft towards provisional allotment money
3	2 photographs of all applicants
4	Cost Sheet / Payment schedule
5	Self-attested Photo Identity proof of all applicants (Passport/Voter's Id./Driving Licence/PAN Card/Aadhar Card)
6	Self-attested copy of residential proof
7	Self-attested copy of PAN Card/Form No. 60 of all applicants
8	Self-attested copy of Aadhar Card
9	In case of NRI, self-attested documents for residential status
10	Copy of Passport and Account details (for NRIs and PIOs to make payment through NRE/NRO/Foreign Currency Accounts only)
В	For Corporate Applicant:
1	Application Form duly filled in and signed by Applicant(s)
2	At Par Cheque/Demand Draft towards provisional allotment money
3	Attested copy of Memorandum & Articles of Association
4	Cost Sheet/Payment Schedule
5	Self-attested copy of PAN Card
6	Self-attested copy of address proof
7	Board Resolution in favor of signatory for signing the application/documents
8	If Partnership firm, attested copy of Partnership Deed
9	If Proprietorship concern, attested copy of Bank Account of applicant

	Primary Applicant	Co-Applicant 1	Co-Applicant 2	
lame:			Date:	•••
Authorised Signatory)			(Name & Signature of Sales Hea	ıd)
. Remarks, if any	/:			

## **TERMS AND CONDITIONS**

- (i) All the above information provided by me/us in this application is/are true and nothing is concealed or suppressed.
- (ii) I/We undertake to inform Promoter promptly of any changes to the above information and particulars furnished by me/us.
- (iii) I/We am/are aware that all communications shall be sent by Promoter only to the Primary Applicant at his/her/its address and/or e-mail ID and the same shall be deemed to be sent to and received by all the applicants. If there is any change in my/our residential status and contact details subsequent to the signing of this Application Form, it shall be my/our sole responsibility to intimate the same in writing to Promoter.
- (iv) I/We am/are aware that this application does not constitute offer of allotment or earmarking and the earmarking of the Unit may be confirmed by Promoter, in its sole discretion by issuing a Letter of Allotment, or earmarking the same, duly signed by an Authorized Signatory of Promoter and/or by directly executing and registering the Agreement to Sale (defined hereinafter).
- (v) I/We are aware that Promoter is developing the Project which inter alia, involves the construction of residential/commercial buildings with certain common areas and amenities for the Project. The nature, extent and description of the Common Areas & Amenities for the Project are proposed to be provided in brochures of the Project.
- (vi) I/We confirm that I/we have been informed and made aware, and irrevocably, and unconditionally agree, undertake and accept the scheme of development, and the facts and matters stated above in paragraph (v) above, as well as the following matters, that is (please tick appropriately):

(a). The Promoter has applied for registration of the Project under the Real Estate (Regulation and Development) Act, 2016 ("RERA")			
OR			
(a) The Promoter has applied for registration of the Project under RERA and the same has been registered thereunder as per Annexure			
OR			
(a) The Promoter has obtained the registration of the Project under RERA and has also obtained the 'Building Use Permission' for the same as per Annexure;			

- (b). The current sanctioned layout and building plans, documents, records and permissions in respect of the Project, all approvals and sanctions in respect of the Project that are issued from time to time are all disclosed to, and have been inspected and accepted, by me/us.
- (c). The stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity is also disclosed to me/us and accepted by me/us.
- (d). The proposed layout plans and building plans in respect of the Project, may be altered for betterment of the Project, and if and as required in relation any regulatory or legal requirements, or compliances;
- (e). The location of the Unit as shown on the tentative/proposed plan is only to indicate my/our preference and not binding upon Promoter;
- (f). Promoter has and shall always have the full and free right to allocate and distribute the Aggregate Development Potential, as it deems fit, amongst any of the Project Buildings;
- (g). The Promoter anticipates that the Project will be undertaken by utilisation of the Aggregate Development Potential as aforesaid, and completed by, 20\_\_\_\_\_, in normal circumstances, and subject to force majeure conditions and circumstances beyond its control, and receipt of necessary approvals from concerned authorities including issuance of the occupation certificate and compliance of all the terms and conditions by all the purchasers and allottees of Units, and premises in the Project.
- (h). The Common Areas & Amenities are planned to be completed after possession of the Unit is offered to me/us (that is, if the Unit is earmarked in my favour), and will be completed at the time of the entire Project completion, and I/we am/are aware, accept and shall have no claim or objection in relation thereto;
- (i). The use and enjoyment of the Common Areas & Amenities, by allottees, purchasers and occupants of Units and premises in the Project, shall, inter alia, be subject to our payment of consideration, deposits, charges, taxes and compliance of terms, conditions, rules and regulations of membership and usage as stipulated by Promoter/Entity & Organisation (defined herein after) from time to time;
- (j). The Basic Sale Consideration (defined hereinafter) of the Unit shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to the governmental authorities and/or any other increase in charges which have or may be levied or imposed by any governmental authorities, from time to time. Promoter shall consequently be entitled to proportionate to the extent of such escalations/increases. Such additional consideration shall be determined by Promoter and shall be due and payable by me/us on or before the date of offer of possession to the Promoter along with the same; and,
- (k). No terms, conditions, particulars or information, whether oral, written or otherwise given or represented, including those contained/given in any advertisement and/or brochure, by Promoter and/or by its agents to me/us and/or to my/our agents, other than such terms, conditions and provisions as are contained in this application, shall be deemed to form part of this Application Letter and I/we expressly confirm the same.
- (vii). I/We am/are aware that the Application/Booking Amount paid by me/us at the time of earmarking (if any) shall be adjusted towards the Basic Sale Consideration of the Unit only upon me/our confirming my/our agreement with the terms and conditions hereof, and our ultimately executing and registering the Agreement to Sale (defined hereinafter) in respect thereof. Until the Agreement to Sale (defined hereinafter) shall be executed and registered, the amount paid by me/us to you shall remain with you as deposit without interest.
- (viii). I/We am/are aware that the earmarking (if any) of the Parking Space/s shall be done at your discretion and I/We shall not raise any dispute with regard to the

location of the parking space/s earmarked for me/us by you. The location and the identification number of the Parking Space/s will be notified by you to me/us in terms of, and as provided in, the Agreement to Sale (defined below).

- (ix). I/We am/are aware of the tentative amenities proposed to be provided in the Unit, which are set out in the brochure for the Project. I/We am/are aware and accept that the tentative amenities proposed to be provided in the Unit will be standard amenities.
- (x). I/We am/are aware that the present Basic Sale Consideration payable by me/us in respect of the Unit is as per the cost sheet attached, which has been explained to me/us.
- (xi) I/We am/are aware and accept that the physically measured carpet area of the completed Unit (that is, after receipt of the occupation certificate of the Project Building), may vary to the extent of 3% (Three per-cent) a result of construction/execution/finishing variances, etc., and there will be no adjustment, or reduction, in the Basic Sale Consideration on account of such variation (if any). However, if the carpet area of the constructed Unit increases or decreases over and above the variation/tolerance referred above, the Basic Sale Consideration shall vary accordingly that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Unit, and (ii) if there is an increase, then the increased amount shall be payable by you, in proportion with then remaining.
- (xii). I/We am/are aware that all Goods and Service Tax, LBT (Local Body Tax), N.A Tax (Non-Agricultural Tax) Land Revenue etc. and any further increase in Goods and Service Tax, Works Contract Tax, and/or any fresh tax, cess, duty or levy and any other like taxes/ imposts/ impositions, whether applicable/payable now or which may be applicable, levied, or payable in future, by the Central and/or State Government or any local, public or statutory authorities or bodies, in respect of the Unit, and/or the allotment and sale of the Unit (if finalised), and/or the Basic Sale Consideration, and/or in respect of the duly constructed Unit (if earmarked by Promoter in my/our favour), and/or by virtue of any notification, order, directive of any court of law, tribunal, and/or by virtue of any amendment to any law or rules framed thereunder and/or any new law enacted or rules framed thereunder, and whether with retrospective or prospective effect, as the case may be, shall be borne and paid by me/us alone, irrespective of whether I/we have or have not taken possession of the Unit (if earmarked by Promoter in my/our favour), and consequently I/we shall within seven (7) days from a written demand made on me/us, by Promoter, pay, or (at Promoter's sole option) reimburse tax, imposts, dues, duties and impositions (as the case may be), without delay, demur or default. Further, if any additional liability towards tax, cess or duties or towards any interest, penalty or such liability of whatsoever nature arising under Sec 43CA of Income Tax Act 1961, or any statutory modification, or re-enactment thereof, or statute or code enacted to replace the same, in force from time to time ('Income Tax Act') as amended or as may be amended from time to time, will be caused to us on account of delay on my/our part to execute and register the Agreement to Sale (defined hereinafter) if the Unit is earmarked by Promoter in my/our favour, I/we will be liable to reimburse/pay to Promoter the amount of such additional liability towards tax, cess or duties or interest, penalty or any other liability, as the case may be. We indemnify Promoter and keep Promoter fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof. (xiii). I/We am/are liable to pay to Promoter all amounts/installments of the Basic Sale Consideration within fifteen (15) days from the respective dates of demands made on me/us by Promoter, together with Goods and Service Tax, and other taxes levied thereon. Further, I/we shall, in accordance with the applicable provisions of the Income Tax Act (presently being Section 194-IA thereof), be liable to deduct tax at source from the Basic Sale Consideration and other payments referred herein and in the Agreement to Sale (defined hereinafter), ('TDS') whereby I/we shall deposit the same in the government treasury through electronic payment in any of designated banks and in the manner as specified under the Income Tax Act. Upon my/our making payment of such TDS you are mandatorily required to furnish to Promoter Form 16B evidencing payment within twenty one days (21) of making such payment. I/we are fully aware that the deduction and payment of TDS under the Income Tax Act is exclusively and solely my/our liability and, in the event of failure on my/our part to pay the same, I/we alone shall be liable and responsible for interest, penalty and/or any other consequences, if any, under the Income Tax Act. We indemnify Promoter and keep Promoter fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof.
- (xiv). I/We are aware and accept that in addition to the Basic Sale Consideration and taxes and other liabilities referred herein, I/we shall be liable to bear and pay maintenance charges, deposits, corpus fund, infrastructure and development charges, common amenities charges, deposits and charges for electricity, piped gas, water meter connections, legal charges, stamp duty, registration charges, formation registration and membership charges of the Entity/Organisation (defined hereinafter), and for the purchase and acquisition of the requisite shares thereof, within fifteen(15) days from the date of any demand/s made by Promoter. (xv) I/We understand that timely payment of all installments of the Basic Sale Consideration, deposits and other charges is the essence of the transaction irrespective of whether I/we would avail home loan/financial assistance from any Bank/Financial Institution. In the event of delay in payment of installments of the Basic Sale Consideration, including on account of delay in disbursement by the Bank/Financial Institution, or any other amounts, deposits and other charges beyond the time specified for the same, Interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent per annum will be payable by me/us to Promoter from the respective due date/s till the date/s of payment. I/we are aware and accept that the payments received by Promoter, will first be applied towards applicable interest and other dues (including goods and service tax if any), and the balance, if any, will be appropriated towards installments of the Basic Sale Consideration. Further, if any payments, without the aforesaid interest, are accepted by Promoter, the same shall not be a waiver of my/our liability to pay such interest as aforesaid.
- (xvi). I/We am/are aware that on or before the completion of construction of all the Project Buildings, and on receipt of the final approvals and permissions in respect thereof (including the final building use permission/occupation certificate/s in respect thereof), Promoter shall, in its sole discretion, form and register in respect of the Project Buildings, either a society and/or any other entity, organisation, association, or body, referred to in, or permitted under RERA comprising of purchasers and allottees of residential Units (and not of the lessees/licensees thereof or occupants in any capacity other than as purchaser) ('Entity/Organisation'). The nature, type, and constituent of the Entity/Organisation shall be determined by Promoter, in its sole discretion for the purpose of clarity, the Deed/s of Transfer shall be executed by Promoter as per the applicable provisions under RERA and other applicable laws in that respect.

(xvii). I/We am/are aware that the composite and complete terms and conditions of the allotment and sale (if finalised and confirmed) of the Unit to me/us shall be incorporated in Agreement to Sale, (which shall be executed on or before paying 10% of the Basic Sale Consideration to the Promoter) a copy whereof shall be handed over to me in due course, subject to the my/our due compliance of the terms, conditions and provisions hereof and/or the Letter of Allotment ('Agreement to Sale'). I/We am/are also aware that any payment received in excess of 10% of Basic Sale Consideration before execution of the Agreement to Sale then the same shall not be credited into my/our account. The Agreement to Sale will include, but not be limited to the following covenants and conditions: formation of the Entity/Organisation for operation and management of the Project and the Common Areas and Amenities.

- (a). Terms providing for management and maintenance of the Project, and the Common Areas and Amenities, by Promoter, and/or a third party or agency engaged by Promoter, the charges and management fees thereof and payment of contributions, fees, tariffs, charges and corpus fund stipulated by Promoter from time to time, payable by me/us and other purchasers, allottees and owners of Units and premises in the Project;
- (b). Provisions for performance of all terms, conditions and covenants by me/us, in respect of the Unit; and, (c). My/our obligation and liability to pay the Basic Sale Consideration, and all other taxes, liabilities, maintenance charges, government charges and increases thereof as may be levied by the Government either with prospective or retrospective effect, all dues, deposits, taxes, duties, impositions etc. as and when called upon to pay, including, but not limited to deposits, charges including share money and application monies in respect of the Entity & Organisation, and all recreational facilities, corpus and other funds for the Project Buildings, structures, amenities, facilities, infrastructure, etc. advance provisional maintenance charges and deposits against provisional maintenance charges, deposits for various connections payable to water, electric, piped gas supply service provider/s, common amenities charges and upkeep and maintenance charges for the proposed complex etc., legal costs, stamp duty, registration charges, development charges, Infrastructure Development Charges, taxes, levies, maintenance charges etc. as is applicable, on demand by me/us.

(xviii). I/We am/are aware of, and hereby agree, that: (a) we shall be solely liable to bear, pay and discharge the stamp duty and registration charges on all writings related to the proposed allotment and sale of the Unit and the Parking Space/s (as an amenity thereto), including, but not limited to, the Letter of Allotment and the Agreement to Sale, and (b) the Agreement to Sale and all the transfer documents in relation thereto, shall be prepared and finalized by the Advocates of Promoter and shall include such terms, conditions and covenants as stipulated by us and concerned authorities.

(xix). I/We am/are aware that this application is non-assignable and/or non-transferable. I/we shall not make any application for cancellation of this application and shall also not request to earmark another Unit in lieu of this application and Promoter shall be entitled not to consider my/our application, if so made, on any ground whatsoever. In the event the Letter of Allotment and/or the Agreement to Sale is executed in my/our favour by Promoter, the same will be non-assignable and/or non-transferable by me/us, until expiry of the period of eighteen(18) months from the date of execution of the Letter of Allotment or the Agreement to Sale (in cases where Letter of Allotment is not executed) (as the case may be) ('Lock-in Period'). In case of Adani employee and Defense personnel the lock-in period shall be till possession. After expiry of the Lock-in Period, I/we may assign my/our interest under the Letter of Allotment or the Agreement to Sale, but only after obtaining the prior written approval of Promoter and subject to the terms hereof and provided that I/we shall have paid all installments of the Basic Sale Consideration and other deposits, amounts and charges payable by me/us, including taxes, and/or any other statutory dues, payable by me/us upto the date of the proposed transfer. In addition, Promoter shall stipulate administrative charges from time to time that will be payable by me/us prior to or at the time of such transfer, without any demur or protest. The amounts of Goods and Service Tax (GST) on the installments, if any, paid/payable by me/us to the Promoter or the Consideration or balance thereof is paid/payable by the Transferee, in case of transfer as the case maybe, then the GST on such amounts, including transfer fees/ cancellation fees/ refund if any shall be as per the applicable provisions and rates under GST prevalent at that point of time.

(xx). I/We am/are aware that after the expiry of the Lock-in Period and prior to the execution of the Agreement to Sale and subject to being in full compliance with the terms and conditions of this Application/the Letter of Allotment, I/we may, if I/we desire, terminate and cancel this Application/the Letter of Allotment, by addressing a written communication to Promoter. Upon receipt by Promoter of such written communication, Promoter shall be fully and freely entitled to forthwith release the earmarking of the Unit in my/our favour and to deal with the Unit and the Parking Space/s and earmark, allot, sell or otherwise deal with the same to and in favour of any other person/s on terms and conditions as Promoter may deem appropriate, without any notice or reference to me/us. In such circumstances the amounts paid by me/us till the date of receipt by Promoter, of my/our written intimation of cancellation as aforesaid, shall be refunded to me/us in the manner specified in paragraph (xxi) herein below.

(xxi). I/We am/are aware that in the event Promoter has earmarked the Unit in my/our favour and I/we fail, and/or commit any breach and/or default, of any of the terms and conditions of this Application/the Letter of Allotment and/or the Agreement to Sale, including any delay in payment by me/us of any installment/s of the Basic Sale Consideration, and/or other charges, liabilities or taxes payable by me/us, then Promoter shall give me/us fifteen (15) days notice to remedy such failure, breach, or default. In case I/we fail to remedy and cure such failure, breach, or default within the aforesaid period of fifteen (15) days notice period, then I/we shall be fully and freely entitled (but not obliged) to forthwith unilaterally terminate and/or cancel this Application/ the Letter of Allotment and/or the Agreement to Sale, without any further reference and/or notice to me/us and refund to me/us the amounts as specified in paragraph (xxii) herein below. On such termination, Promoter shall be free to deal with the Unit, and the Parking Space/s in any manner, as it may deem fit, without any reference to me/us.

(xxii). I/We am/are aware and accept that upon termination/cancellation of this Application/ the Letter of Allotment post this Application but before execution of the Agreement for Sale, I/we shall cease to have any rights under this Application/the Letter of Allotment and all amounts, deposits and charges, paid by me/us till the date of termination or cancellation, as the case may be, shall be refunded to me/us, (without any liability on the part of Promoter to pay to me/us any interest, compensation, damages or other amounts), and/or to refund to me/us, either if the termination/cancellation is on account of default/breach by me/us as aforesaid, or on account of cancellation by me/us as aforesaid after deducting Earnest Money along with any Interest due and payable @ State Bank of India.

highest marginal cost of lending rate plus two percent (including accrued interest) on all delayed payments and Earnest Money as given below, (which I/we and Promoter consider to be reasonable, and not as a penalty) subject to GST and other applicable taxes if any, incurred by Promoter, in respect of the earmarking of the Unit.

Earnest Money: the Promoter shall be entitled to deduct 10% or the total consideration payable by me as earnest money.

(xxiii) Promoter shall not be liable to refund to me/us the TDS, if any, paid by me/us and deposited by me/us in the government treasury, prior to such termination and/or cancellation, as the case may be. In the event of my/our failure to submit TDS Certificate/s to Promoter, Promoter shall not be responsible to refund the amount deposited by me/us to the Promoter as TDS. The amount to be refunded as specified herein shall be arrived at by making the applicable deductions out of the total Sale Consideration payable me/us, to the Promoter. Notwithstanding anything to the contrary herein, the aforesaid refund by Promoter shall be made within thirty (30) days from the date on which such refund becomes due and payable to me/us. This condition shall be applicable till the Agreement to Sale in respect of the Unit is executed and registered. However, subsequent to execution and registration of the Agreement to Sale, the condition regarding deduction of the amount on termination or cancellation, as the case may be, shall be governed by the terms of the Agreement to Sale. Refund of the amount to be made as specified herein, shall be made by issue of cheque in my/our name (in the name of the first named person, as applicable) or by directly crediting to my/our Bank account, from where the amounts have been paid prior to termination/cancellation, as the case may be. I/We are also aware that upon cancellation/termination of the Letter of Allotment or the Agreement to Sale for any reason, any claim for refund of stamp duty paid on the Agreement to Sale to the government shall be my/our sole responsibility and the Promoter shall not be held responsible to claim refund for us/ on our behalf.

(xxiv) I/We am/are aware that in case remittances related to allotment/purchase of the Unit are made by non-resident(s)/foreign national(s) of Indian origin, it shall be my/our sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide Promoter with such permission/approvals/no objections to enable Promoter to fulfill its obligations under the Letter of Allotment and/or or the Agreement for Sale. Any implications arising out of any default by me/us shall be my/our sole responsibility of the applicant. Promoter shall not be responsible in this regard and I/we shall keep Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. (xxiv). I/We declare, agree and confirm that the Application Amount paid by me/us under this Application Form is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively 'Money Laundering Regulations'). I/We declare and authorize Promoter to give my/our personal information to any statutory authority as may be required from time to time. (xxv). I/We are agree and confirm that in case Promoter becomes aware and/or in case Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then Promoter shall at its sole discretion be entitled to reject this Application Form or to cancel/terminate the Letter of Allotment and/or the Agreement to Sale. Upon such termination, I/we shall neither have any right, title or interest in the Unit nor have any claim/demand against Promoter. In the event of such cancellation/termination, all amounts paid by me/us shall be refunded by Promoter to me/us in accordance with the terms of Application Form/ Letter of Allotment/Agreement to Sale only after I/we furnish to Promoter a no-objection/consent letter from the statutory authorities permitting such refund of the amounts.

(xxvi). I/We am/are fully aware of the consequences arising on account of cancellation of this application by me/us and/or revocation of earmarking by you on account of my/our non-payment on or before the respective due dates.

(xxvii). I/We am/are aware that this Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance or required documentary evidence will be liable to be rejected. In the event of any false information being furnished to Promoter, this Application Form shall be liable to be summarily rejected and earmarking shall stand cancelled whenever such defect is detected even if earmarking in my/our favour has/have been made. In such case, the Application Amount or any other amounts paid by me/us shall be refunded by Promoter to us without Interest and without any liability towards costs/losses/damage etc. after deducting cancellation charges.

(xxviii). I/We acknowledge, agree and undertake that I/we shall neither hold Promoter or any of its group companies/affiliates liable/responsible for any representation/s, commitment/s, /offer/s made by any third party to me/us nor make any claims/demands on Promoter or any of its sister concerns/affiliates with respect thereto.

(xxix). Notwithstanding the fact that Promoter may have issued an acknowledgement by way of a receipt for the Application Amount tendered with this Application Form, I/We have clearly understood that this Application Form is only a request by me/us for earmarking of the Unit in my/our favour and does not constitute a final allotment or an agreement, and may be rejected by Promoter in its sole and unfettered discretion.

(xxx). I/We am/are aware that if for any reason Promoter rejects this Application Form and/or unable to earmark the Unit in my/our favour for any reason whatsoever, no claim/objection/dispute of any nature or otherwise would be raised by me/us and the Application Amount paid by me/us will be refunded to me/us or to the person duly authorised by me/us in that behalf, by Promoter in full, without any interest, within thirty days from the date of written intimation given to me/us in this regard. The refund of the Application Amount as mentioned in the foregoing shall be construed as sufficient discharge of all obligations of Promoter under the law or otherwise.

It is clarified that encashment of cheque/demand draft received or any direct electronic money transfer from me/us shall not amount to acceptance of this Application Form. I/We am/are aware that in the case of joint Applicant/s, unless a duly executed instruction by all such joint Applicant(s) is provided to Promoter at the time of termination, all payments/refund to be made by Promoter under the terms of this Application Form, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant/s. (xxxi). I/We are aware that in case any cheque tendered by us with this Application is dishonored for any reason whatsoever, then Promoter shall be fully entitled to reject this Application Form. I/We are also aware that in case of any cheque tendered by us to the Promoter is dishonored for any reason what so ever, then the Promoter shall be entitled to charge an amount of Rs.2,000/- for each such cheque dishonored. (xxxii). In the event of cancellation/termination of this Application Form or the Letter of Allotment/Agreement to Sale, all documents executed/received by me/us and Promoter in furtherance thereto shall stand cancelled/terminated for all intents and purposes and I/we shall return all documents (in original) to Promoter. (xxxiii). I/We have fully read and understood all the terms and conditions set out in this Application Form and do hereby solemnly agree, undertake and covenant to abide and be bound by all the terms and conditions which may be set out by Promoter in the Letter of Allotment/Agreement to Sale in respect of purchase of the Unit by me/us including the area, Basic Sale Consideration, estimated other charges and payment terms as set out herein. (xxxiv). I/We am/are applying on the basis of the above terms and conditions which I/we have read and understood and agreed upon.

Co-Applicant 1

Co-Applicant 2

**Primary Applicant**