

APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF RESIDENTIAL PLOT

Dated: ___/___/____

To

Yugen Infra Private Limited
12th Floor, M3M Cosmopolitan
Golf Course Ext Road
Sector 66, Gurugram
Haryana 122002

MAHARERA No. PP1310002501906

Dear Sir/Madam,

I/We, the Applicant(s), hereby submit this purely provisional and non-binding application for consideration towards the allotment of a residential non-agricultural plot (the "**Said Plot**") in the residential plotted development project titled "**Garden of Eden**" (the "**Project**"), being developed by Yugen Infra Private Limited (the "**Developer**") on land bearing Survey Nos. 171/1B, 174/1B, 175/1, 172/2, 174/2, 174/3, 237/1, admeasuring approximately 1,79,800 Sq. Metres (One Lakh Seventy-Nine Thousand Eight Hundred Square Metres), having NA No. 3716 dated 01/10/2025, Layout Approval No. Sin.Du./Banda/3716 dated 27/11/2025, forming part of Yugen Golf City, situated at Village Banda, Tehsil Sawantwadi, District Sindhudurg, Maharashtra (the "**Project Land**"). I/We acknowledge and expressly affirm that this Application does not constitute an allotment, an agreement for sale, or any legally enforceable obligation upon the Developer under the Real Estate (Regulation and Development) Act, 2016, or otherwise.

Prior to submitting this Application, I/We confirm that I/We have independently inspected and verified all documents, approvals, licences, permissions, sanctions, title records and development rights pertaining to the Project and the Developer's entitlement to market and sell the Said Plot. I/We further confirm that I/We have reviewed the tentative master plan (Annexure-A), visited the Project site, inspected the location of the Said Plot, and satisfied myself/ourselves in all respects regarding the title, development status, permissible land use, layout, specifications and the tentative sales plan of the Project.

I/We further declare that I/We have not relied upon any oral representation, promotional material, brochure, advertisement, channel partner/agent statement or marketing communication, and that no such communication shall be binding on the Developer unless specifically incorporated into the duly executed Allotment Letter and the registered Agreement For Sale as mandated under RERA/MahaRERA. I/We acknowledge that the Developer retains the absolute discretion to accept or

Applicant 1

Applicant 2

Applicant 3

Applicant 4

reject this Application without assigning any reason, and that I/We shall have no claim, right, title or interest in the Said Plot unless and until:

- (a) the Developer issues a written Allotment Letter; and
- (b) I/We execute and register the Agreement For Sale in accordance with Section 13 of the Real Estate (Regulation and Development) Act, 2016.

PLOT DETAILS

- Project Name: Garden of Eden
- Location: Village - Banda, Panchayat - Banda, Taluk/Tehsil - Sawantwadi, District - Sindhudurg, Maharashtra, India
- Project Type: Residential Plot
- Plot No.: _____
- Plot Area: _____
- Plot Description: _____
- Preferential Location Charges (PLC): (If applicable) _____

PRICE DETAILS

Basic Sale Price (BSP) Rs. _____ (per square metre)

Additional Charges:

- Preferred Location Charges (PLC) (per square metre) _____
- External Development Charges (EDC) (per square metre) _____
- One time Electricity and Water Feasibility Charges _____
- One-time Club Membership Charges (per square metre) _____
- One-time Possession Charges [IFMS + Electricity] (per square metre) _____
- Maintenance Charges (per square metre) _____

TOTAL SALE PRICE (TSP): _____

I/We, the Applicant(s), hereby acknowledge and expressly agree that the Total Sale Price (TSP) of the Said Plot shall comprise the Basic Sale Price (BSP) together with all Preferred Location Charges, External Development Charges, One-time Electricity and Water Feasibility Charges, One-time Club Membership Charges, Possession-related Charges including the Interest-Free Maintenance Security (IFMS) and Electricity Charges, Plot Development Charges, and any other amounts expressly included by the Developer as part of the overall pricing structure of the Project. I/We further acknowledge and confirm that the TSP expressly excludes and shall not be deemed to include one-

time Infrastructure Cost for laying Electricity and Water Pipeline up to the Plot, erection of Retention Wall, any interest-free deposits, maintenance charges, recurring monthly maintenance fees, stamp duty, registration fees, documentation or legal charges, statutory or governmental fees, brokerage or real estate agency commissions (if any), applicable taxes including GST, and all other ancillary or allied charges payable in connection with the execution, registration and completion of the Agreement For Sale, Conveyance Deed, or any other instrument required under law.

I/We hereby agree, undertake and covenant to pay to the Company, prior to the offer and/or handover of possession of the Said Plot, the Advance Maintenance Charges for a continuous period of thirty-six (36) months, calculated from the date of offer of possession of the Said Plot, at the rates prescribed by the Company from time to time. I/We expressly acknowledge that payment of such Advance Maintenance Charges constitutes a condition precedent to the handover of possession, and that the Company shall be fully entitled to withhold possession of the Said Plot until such charges are paid in full, without any liability or consequence to the Company. I/We further agree that failure or delay in payment of the Advance Maintenance Charges shall be treated as a material breach of the terms of allotment and shall entitle the Company to levy applicable interest, penalties, and/or exercise such other rights and remedies as may be available to the Company under this Application, the Agreement For Sale, or under Applicable Laws.

I/We agree and undertake to make payment of all such excluded amounts, statutory levies, taxes, fees, duties, charges and incidental expenses separately and additionally, as and when demanded by the Developer, without demur or delay, and further understand that non-payment of any such amounts shall constitute a material breach of this Application and of the terms of allotment.

PAYMENT PLAN & PAYMENT DETAILS

I/We, the Applicant(s), hereby accept and agree to be bound by the **tentative payment plan** of the Developer annexed hereto as **Annexure-B**, in relation to the provisional allotment of the Said Plot. In conformity with the said payment plan, I/We hereby tender and remit, simultaneously with the submission of this Application, a sum of **Rs. _____ (Rupees _____ only)** towards the registration/booking amount for the Said Plot. Such payment is being made strictly in accordance with the details furnished herein below and shall be subject to realisation and to all terms, conditions and limitations contained in this Application Form.

Cheque/ DD/ NEFT/ RTGS/ UTR No.	Dated	Amount	Bank

All payments tendered by the Applicant(s) shall be made exclusively in favour of “**YIPL RERA DCA F GARDEN OF EDEN**”, **Account No. - 99998920351161**, at **HDFC Bank, Banda Branch, IFSC HDFC0004952**, located at **CS No. - 1188, Shiv Sambo Complex, Katta Corner, Banda, Maharashtra**, in the manner prescribed by the Developer. Every such payment shall be deemed to be received by the Developer only upon the actual clearance and realisation of the cheque, demand draft or any other instrument through which such payment is made. The Applicant(s) acknowledge and agree that no payment made or purported to be made under this Application shall be transferable, assignable or capable of being redirected in favour of any third party, except with the prior written consent of the Developer, which the Developer may grant or refuse at its sole discretion.

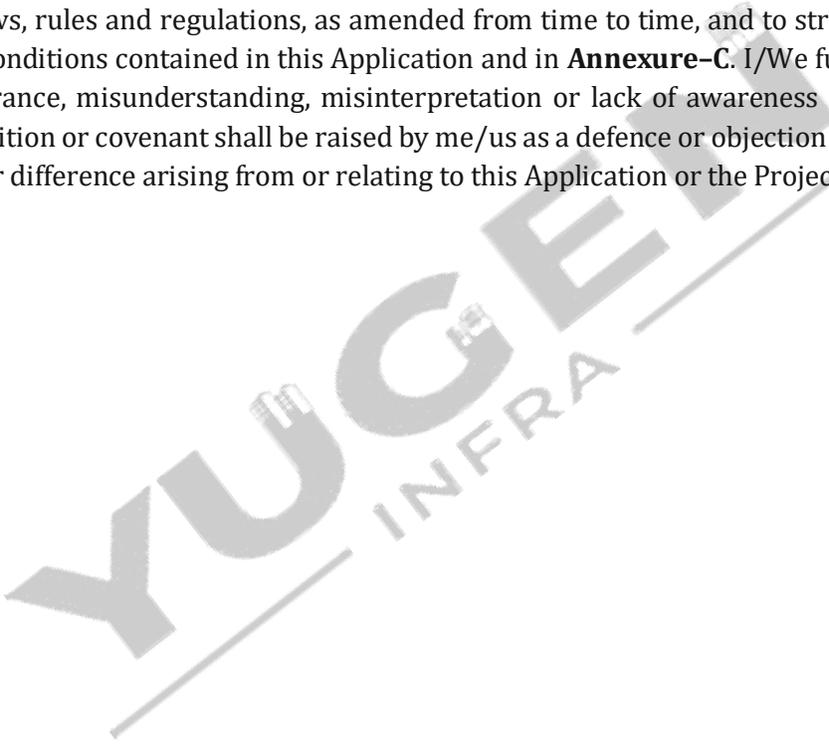
The Applicant(s) further understand and expressly agree that the mere remittance or acceptance of any payment under this Application shall not, in any manner whatsoever, be construed as conferring upon the Applicant(s) any right, title, interest, ownership or claim in respect of the Said Plot or any part thereof, unless and until such payment is duly acknowledged in the Developer’s official records and the Applicant(s) are formally recognised as the confirmed allottee(s)/owner(s) pursuant to a validly issued Allotment Letter and a duly executed and registered Agreement For Sale.

I/We, the Applicant(s), hereby expressly declare that I/We have independently verified and am/are fully satisfied with respect to the title, ownership, rights, interests and entitlements of the Developer in and over the Project Land and the Said Plot, including the Developer’s lawful authority to undertake the development, subdivision, marketing and sale of plots within the Project. I/We acknowledge and accept that the Developer is fully authorised to develop, construct, promote, brand, advertise, market and sell plots in the Project, to invite and receive applications for booking, to make provisional allotments, to determine and prescribe terms and conditions of allotment, to demand and receive consideration, costs, fees, charges and other amounts payable in respect of any plot, and to negotiate, finalise, execute and register the Agreement For Sale, Sale Deed/Conveyance Deed, and any other deeds, instruments, writings or documents as may be required, incidental or expedient for the development, administration or disposal of plots in the Project. I/We further acknowledge that the Developer is entitled to perform all acts, deeds and things necessary, desirable or incidental to the completion, management, operation and conveyance of the Project and the Said Plot.

I/We, the Applicant(s), understand and unequivocally agree that this Application is merely a request for provisional consideration, and does not constitute a binding contract, an agreement to sell, an allotment, or any assurance or obligation on the part of the Developer to allot or sell the Said Plot. I/We further understand and accept that the mere receipt of any payment along with or pursuant to this Application shall not, under any circumstances, be construed as an acceptance of this Application by the Developer nor as creating any right, title, interest or claim in favour of the Applicant(s) in respect of the Said Plot. I/We expressly agree that the expression “allotment”, wherever used in this Application, shall refer only to a *provisional* allotment and shall continue to remain provisional in nature until the execution and registration of the final Sale Deed/Conveyance Deed in favour of the

Applicant(s) by the Developer, subject to full and timely compliance with all obligations imposed upon the Applicant(s).

I/We, the Applicant(s), further declare that I/We have read, understood and accepted the applicable laws, rules, regulations, notifications and guidelines, including those under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, insofar as they relate to this Application and the Project. I/We hereby covenant, warrant and undertake to faithfully comply with all such laws, rules and regulations, as amended from time to time, and to strictly abide by all the terms and conditions contained in this Application and in **Annexure-C**. I/We further agree that no plea of ignorance, misunderstanding, misinterpretation or lack of awareness of any law, rule, regulation, condition or covenant shall be raised by me/us as a defence or objection in respect of any dispute, claim or difference arising from or relating to this Application or the Project at any stage.



PARTICULARS OF THE APPLICANT(S)

Sole/ First Applicant/Applicant 1: (Please fill in block letters)

Name Mr. / Mrs. / Ms. _____

Father's / Husband's Name _____

Date of Birth _____ Marital Status _____

Name of the Spouse _____

Profession _____ Company _____

Designation _____

Residential Status: Resident Non-Resident Foreign National Person of Indian Origin

Applicant Type: Individual HUF Firm/Company Trust Society

PAN No. _____ Aadhaar Number _____

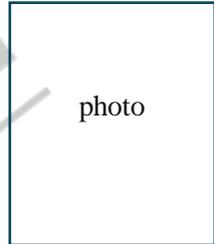
In the case of NRI: Passport No. _____ Valid up to _____

Present residential address: _____

Local address for correspondence: _____

Telephone _____ (with STD/ISD Code) Mobile No. _____

Email ID _____



Second Co-Applicant/Applicant 2: (Please fill in block letters)

Name Mr. / Mrs. / Ms. _____

Father's / Husband's Name _____

Date of Birth _____ Marital Status _____

Name of the Spouse _____

Profession _____ Company _____

Designation _____

Residential Status: Resident Non-Resident Foreign National Person of Indian Origin

Applicant Type: Individual HUF Firm/Company Trust Society

PAN No. _____ Aadhaar Number _____

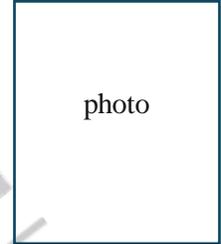
In the case of NRI: Passport No. _____ Valid up to _____

Present residential address: _____

Local address for correspondence: _____

Telephone _____ (with STD/ISD Code) Mobile No. _____

Email ID _____



Third Co-Applicant/Applicant 3: (Please fill in block letters)

Name Mr. / Mrs. / Ms. _____

Father's / Husband's Name _____

Date of Birth _____ Marital Status _____

Name of the Spouse _____

Profession _____ Company _____

Designation _____

Residential Status: Resident[] Non-Resident[] Foreign National[] Person of Indian Origin[]

Applicant Type: Individual [] HUF [] Firm/Company [] Trust [] Society []

PAN No. _____ Aadhaar Number _____

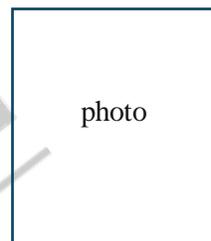
In the case of NRI: Passport No. _____ Valid up to _____

Present residential address: _____

Local address for correspondence: _____

Telephone _____ (with STD/ISD Code) Mobile No. _____

Email ID _____



Fourth Co-Applicant/Applicant 4: (Please fill in block letters)

Name Mr. / Mrs. / Ms. _____

Father's / Husband's Name _____

Date of Birth _____ Marital Status _____

Name of the Spouse _____

Profession _____ Company _____

Designation _____

Residential Status: Resident[] Non-Resident[] Foreign National[] Person of Indian Origin[]

Applicant Type: Individual [] HUF [] Firm/Company [] Trust [] Society []

PAN No. _____ Aadhaar Number _____

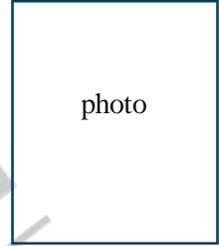
In the case of NRI: Passport No. _____ Valid up to _____

Present residential address: _____

Local address for correspondence: _____

Telephone _____ (with STD/ISD Code) Mobile No. _____

Email ID _____



(a) If Applicant is a Partnership firm:

M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at _____ through its partner Mr/Ms/Mrs. _____ (hereinafter referred to as the “Applicant”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors, and assigns).

OR

(b) If Applicant is a Company:

M/s. _____ a Company duly incorporated under the Companies Act, 1956/2013, having its registered office at _____ through its duly authorised signatory Mr/Ms/Mrs. _____ authorised by Board Resolution dated _____ (hereinafter referred to as the “Applicant”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

LIST OF DOCUMENTS TO BE SUBMITTED**

The Applicant(s) must provide the following self-attested documents along with this Application.

(a) If the applicant is an individual/ HUF (of every applicant)

- Valid and subsisting proof of identity and address (Election Card, Driving License / Passport)
- For persons having residential status other than ‘resident’ attach a valid documentary proof of residential status. NRIs and Persons of Indian Origin to annex a certified/notarized copy of their passport and Person of Indian origin (PIO) card respectively
- Copy of PAN Card (In case of HUF PAN Card of Karta)
- Copy of Aadhaar Card (In case of HUF Aadhaar Card of Karta)
- List of Members (in case of HUF)

(b) In case the applicant is a Company

- Certified copy of the Certificate of Incorporation
- Certified copy of the Board resolution authorizing the representative to sign this Application
- Copy of the Memorandum of Association and the Articles of Association of the applicant Company
- Copy of PAN card of the Company

(c) In case the applicant is a Partnership Firm

- Certified copy of the certificate of incorporation
- Authorization Letter / Power of Attorney along with a copy of the Partnership Deed
- Valid proof of identity and address of each partner (Election Card / Driving License/ Passport/ Aadhaar Card)
- Copy of PAN Card of the firm
- Copy of the PAN Card of the partner (authorized to sign this application form)

*** The Developer may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the applicant(s) to provide the same as and when demanded.*

Declaration:

I/We, the above-named Applicant(s), hereby solemnly affirm and declare that all particulars, representations, information and documents furnished by me/us in this Application are true, correct, complete and accurate in all respects, and that no material fact or information has been withheld, misstated or concealed by me/us. I/We acknowledge and agree that any provisional allotment made pursuant to this Application shall be strictly subject to the **Terms and Conditions** set out in *Annexure-C* hereto and to the detailed terms, covenants and obligations contained in the **Agreement For Sale** and the **Sale/Conveyance Deed**, as the case may be. I/We further agree that all such terms and obligations shall be binding not only upon me/us but also upon my/our legal heirs, executors, administrators, successors and assigns.

I/We undertake and covenant to promptly notify the Developer in writing of any change in my/our address, contact details or any other information or particulars furnished herein, until such time as the Said Plot is duly conveyed and registered in my/our name(s). In the event that no such written intimation is provided, I/We agree that all particulars previously furnished shall be deemed to be correct, and any communication, notice or correspondence dispatched by the Developer to the last recorded address or email address shall constitute valid and sufficient service upon me/us, and shall be deemed to have been duly received by me/us.

I/We further confirm that I/We have carefully read, understood and voluntarily signed each page of this Application Form, including the **Payment Plan** and the **Terms and Conditions** annexed hereto, and that the same are fully acceptable and binding upon me/us without any protest, demur or reservation. I/We expressly agree that no claim, demand, action or proceeding shall lie against the Developer or any of its directors, officers, employees, representatives, channel partners or agents in respect of any matter that is governed by, or arises out of, the terms acknowledged and accepted by me/us under this Application.

ANNEXURE - A

MASTER PLAN / APPROVED SANCTION PLAN OF THE PROJECT



ANNEXURE - B

Tentative Payment Plan



Applicant 1

Applicant 2

Applicant 3

Applicant 4

ANNEXURE - C

Terms and Conditions

The terms and conditions set out in this Annexure are indicative and explanatory in nature and are intended solely to acquaint the Applicant(s) with certain key terms that shall be more comprehensively provided for in the Agreement For Sale. The Applicant(s) shall sign each page of this Application Form, including this Annexure, in unequivocal acceptance of the same.

I. Definitions

For the purpose of this Application, unless repugnant to the context or meaning thereof:

a) "Applicable Laws" shall mean and include all applicable Central, State and local statutes, laws, enactments, ordinances, by-laws, rules, regulations, orders, notifications, protocols, guidelines, policies, circulars, codes, directions, judgments, decrees and administrative instructions issued or enacted by any Competent Authority in force and effect from time to time, relating to the Project, the Said Plot, or the transaction contemplated herein.

b) "Competent Authority" shall mean any statutory, local, governmental or quasi-governmental authority, department, agency or body exercising jurisdiction over the Project Land and empowered under law to grant approvals, permissions or sanctions for the development of immovable property.

c) "EDC" (External Development Charges) shall mean all external development charges, whether existing or imposed in the future (retrospectively or prospectively), payable by the Applicant(s) to the Developer under Applicable Laws or pursuant to any demand, direction or notification issued by any Competent Authority, together with all incidental and ancillary costs associated therewith.

d) "PLC" (Preferential Location Charges) shall mean the charges payable by the Applicant(s) for any preferential location attribute associated with the Said Plot, as may be determined and prescribed by the Developer from time to time.

e) "Terms & Conditions" shall mean the terms, covenants, obligations, restrictions and conditions contained in Clause II of this Annexure, which the Applicant(s) agree(s) to comply with strictly.

II. The Applicant(s) agree(s) that –

1. Nature of Application and Provisional Allotment

The Applicant(s) understand(s) and agree(s) that this Application is merely an offer by the Applicant(s) seeking provisional consideration for allotment of the Said Plot and does not constitute a binding contract, allotment, or Agreement For Sale. The mere submission of this Application, or the

Developer's receipt of any amount paid hereunder, shall not obligate the Developer to allot the Said Plot nor create any right, title or interest in favour of the Applicant(s). The Developer retains absolute discretion to accept or reject this Application. Any provisional allotment, if made, shall be subject to the Applicant's strict compliance with all Terms & Conditions and full realisation of the booking amount.

2. Permitted Use

The Applicant(s) solemnly declare and undertake that the Said Plot shall be used exclusively for residential purposes and for no other purpose whatsoever.

3. Compliance with Laws and Regulations

The Applicant(s) shall at all times comply with, and be solely responsible for complying with, all Applicable Laws, rules, regulations, development controls, by-laws and directions issued by the Government of Maharashtra, any Competent Authority, local body, statutory authority, or the association/body corporate of plot owners (once formed), including all conditions imposed after completion of the Project. Any violation shall be solely at the risk, cost and consequence of the Applicant(s).

4. Rejection of Application

The Developer may, at its sole and absolute discretion and without assigning any reason, reject this Application. In such an event, the Developer shall refund the booking amount within 60 days, without interest. The Applicant(s) shall not raise any objection, dispute or claim whatsoever in this regard.

5. Abandonment of the Project

The Developer may, at its discretion, abandon the Project at any time. Upon such abandonment, the Developer shall refund all amounts received from the Applicant(s) along with simple interest at 9% per annum, calculated from the date of written intimation of abandonment until the date of refund. The Applicant(s) shall not raise any additional claim, compensation or damages against the Developer in such circumstances.

6. Provisional Allotment Letter and Definitive Documentation

Upon acceptance of this Application, the Developer shall issue a Provisional Allotment Letter within 30 days. However, the allotment shall remain provisional until the Applicant(s) execute(s), within the timelines prescribed by the Developer, all definitive documents, including the Agreement For Sale, Sale/Conveyance Deed, Indemnity Bond, Declaration, Affidavit, Undertaking and such other instruments as the Developer may require, in the forms and formats prescribed by the Developer..

7. Possession, Payment Obligations and Consequences of Default

- (a) Possession of the Said Plot shall be handed over only upon the Applicant(s) making full payment of the Total Sale Price (TSP) plus all applicable taxes and dues, and upon full compliance with all obligations under this Application, the Provisional Allotment Letter and the Agreement For Sale.
- (b) Failure to make payments on or before the due dates shall render the Applicant(s) liable to pay interest and penalties, as may be specified in the Agreement For Sale and as permitted under RERA/ MahaRERA from the date the payment fell due until its realisation. In the event of continued default despite two reminders, the Developer may cancel the allotment (provisional or final) and forfeit the amount paid, subject to Applicable Laws.

8. Project Development Variations

The Applicant(s) acknowledge(s) that the Project is under development and that changes may occur at any time, including variations in the size, dimensions, numbering, configuration and location of the Said Plot. All marketing materials, brochures and promotional content are merely indicative and not binding. The Developer reserves the right to modify or revise the design, layout, plans, amenities and specifications of the Project, subject to Applicable Laws.

9. Additional Lands and Project Expansion

The Applicant(s) understand and agree that the Developer may, at its discretion, acquire additional contiguous lands, integrate such lands into the Project, obtain additional FAR, approvals, licences, and/or any changes in master plan/master layout and undertake further development or construction on such lands. The Applicant(s) hereby grant(s) a specific, unconditional and irrevocable No Objection Certificate in favour of the Developer in this regard, as more particularly set out in Annexure-D, and expressly agree(s) and acknowledge(s) that the Applicant(s) shall not raise or assert any claim, objection, demand or grievance of any nature whatsoever, whether directly or indirectly, in respect of such expansion, integration, modification or development of additional lands, or on account of any inconvenience, disturbance or change arising therefrom.

10. PLC Charges and Adjustments

Preferential Location Charges (PLC), where applicable, shall be payable in addition to the Basic Sale Price and all other charges. If any preferential attribute is withdrawn or altered pursuant to changes to the layout plan, the Developer shall adjust the previously paid PLC amount, without interest.

11. Damage to Other Plots

Any damage caused by the Applicant(s) during construction shall be repaired by the Applicant(s) at their own cost. If the Developer or maintenance agency undertakes such repair, all associated costs and interest shall be recoverable from the Applicant(s).

12. Mode of Payment and Dishonour

(a) All payments shall be made only through an account-payee cheque or demand draft drawn in favour of "YIPL RERA DCA F GARDEN OF EDEN", Account No. - 99998920351161, at HDFC Bank, Banda Branch, IFSC HDFC0004952, located at CS No. - 1188, Shiv Sambo Complex, Katta Corner, Banda, Maharashtra.

(b) Details for NEFT/RTGS:

Name of Beneficiary	:	"YIPL RERA DCA F GARDEN OF EDEN"
Account No.	:	9999 8920 3511 61
Bank	:	HDFC Bank
Branch	:	CS No. 1188, Shiv Sambo Complex, Katta Corner, Banda, Maharashtra 416511 ,
IFSC Code	:	HDFC0004952

(c) Dishonour of any payment instrument shall attract dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment and the Developer's right to cancel the allotment in its sole discretion. Thereafter, no cheques will be accepted; payments shall be made only by bank demand draft(s).

13. Variation in Plot Area

Changes imposed by the Competent Authority or required for development may result in variations in Plot Area up to $\pm 10\%$, which the Applicant(s) irrevocably accept. In the event of variations exceeding 10%, the Developer may cancel and/or offer an alternative plot and refund the amounts (after deductions), without further liability.

14. Development Timeline, Construction Obligations and Penalties

(a) The Developer intends to offer possession of the Said Plot in accordance with RERA approval, subject to any force majeure event. The Developer shall not be liable for any delay caused by a force majeure event.

(b) The Applicant(s) shall have the right to construct only through the panel of contractors, architects, and interior designers approved and notified by the Developer upon the Said Plot a building comprising Ground plus Two Upper Floors ("G+2 Structure"), strictly in accordance with

the design, plans, specifications, and guidelines approved by the Developer, and subject to obtaining all requisite permissions, approvals, and sanctions from the competent Planning Authorities at the Applicant(s)'s sole cost and risk. The design, elevation, façade, and external appearance of such construction shall mandatorily conform to the aesthetic standards, architectural uniformity, and overall theme of the Project as prescribed by the Developer from time to time, and the Applicant(s) shall have no right to deviate therefrom. Any violation, deviation, or non-compliance with the Developer's approved design guidelines or construction norms shall constitute a material breach, entitling the Developer, without prejudice to its other rights, to cancel the Agreement and process a refund, subject to the deduction of Non-Refundable Amounts and only upon resale.

- (c) The Applicant(s) shall mandatorily commence and complete construction on the Said Plot strictly in accordance with the sanctioned plans and applicable laws within thirty-six (36) months from the date of offer of possession of the Said Plot ("Construction Period"), time being of the essence. In the event of any failure, delay, or default for any reason whatsoever, except Force Majeure events expressly acknowledged in writing by the Developer, the Applicant(s) shall be liable to pay Late Construction Charges at ₹50/- (Rupees Fifty only) per square metre per month or part thereof, from expiry of the Construction Period until actual completion, without prejudice to the Developer's other rights and remedies. Continued non-construction and/or non-payment of Late Construction Charges beyond such period as may be determined by the Developer shall constitute a material breach, entitling the Developer, at its sole discretion, to cancel the allotment of the Said Plot and the Agreement For Sale and process a refund subject to deduction of Non-Refundable Amounts and only upon resale, without any obligation to pay interest or compensation.

15. No Subdivision or Affixing of External Cables

The Applicant(s) shall not subdivide or partition the Said Plot. Utility connections must be obtained from the Competent Authority. No external cables or wires may be affixed in open areas.

16. Assignment/Transfer Restrictions

Assignment, whether before or after possession, requires the Developer's prior written approval and payment of the applicable transfer fees. The Developer may refuse such transfer at its discretion. Multiple transfers before possession may attract increasing charges. The Developer reserves the right to refuse resale by the Applicant(s) to a third party without Developer approval.

17. Lien, Financing, Hypothecation and FEMA Compliance

The Developer shall retain a first lien and charge over the Said Plot for all dues. The Applicant(s) shall not use the refusal of bank finance as a ground for delayed payment. The Developer may raise finance by hypothecation of the Project; such charge shall be discharged before the handover of possession.

NRI/PIO/foreign national applicants must comply with FEMA; failure shall result in cancellation without interest.

18. Cancellation by Applicant

Cancellation by the Applicant, due to any reason whatsoever, before possession shall entitle the Applicant only to a refund after deductions of (a) Earnest Money/Registration/Booking Amount from the amounts paid till such date; (b) Interest on any overdue payments; (c) brokerage paid to channel partners/brokers, (d) administrative charges as per Developer's policy, (e) all taxes paid by the Developer to the Authorities; (f) amount of stamp duty and registration charges to be paid on Deed of Cancellation, if the Agreement For Sale is registered; (g) any other taxes which are currently applicable or may be applicable in future (collectively referred to as the "**Non-Refundable Amounts**") without interest, and only upon resale of the Said Plot and receipt of consideration from the new buyer.

19. Violations of Design Guidelines

In the event of any violation of the approved façade/design norms, and/or Developer's design guidelines by the Applicant(s) during construction on the Said Plot, the Developer shall be entitled to cancel the allotment and process a refund, subject to deduction of the Non-Refundable Amounts as mentioned in Clause 18 above, and such refund shall be payable only upon resale of the Said Plot and receipt of consideration from the new buyer.

20. Agreement For Sale and Supremacy of Terms

The detailed terms and conditions governing the sale of the Said Plot shall be more particularly set out in the Agreement for Sale, which shall exclusively govern the rights, obligations, and relationship between the Parties. The Applicant(s) shall execute the Agreement for Sale, in the format prescribed by the Developer, within ten (10) days from the date of receipt thereof, failing which the provisional allotment shall automatically stand cancelled without any further act, deed, or notice.

The terms and conditions contained in this Annexure shall remain valid and binding and shall continue to operate even after the issuance of the Allotment Letter and/or execution of the Agreement for Sale. In the event of any inconsistency or conflict among the provisions of this Application, the Allotment Letter, and/or the Agreement for Sale, the said documents shall be read and construed harmoniously so as to give effect to their collective intent and purpose, and no provision shall be rendered redundant merely on account of such inconsistency.

21. Service of Notices

Communications sent to the Applicant's last recorded address/email shall constitute valid service.

22. Misrepresentation

Any misrepresentation or suppression of facts shall result in cancellation, subject to refund, after deductions of Non-Refundable Amounts, only upon resale.

23. Reservation of Rights and Marketing Consent

All rights not expressly granted to the Applicant(s) are reserved by the Developer. The Applicant(s) consent to receive marketing and transactional communications on their registered contact details.

24. Dispute Resolution

Disputes shall first be attempted to be resolved amicably through conciliation and, failing such resolution, shall be adjudicated in accordance with the Real Estate (Regulation and Development) Act, 2016 and its Rules and Regulations.

25. Governing Law and Jurisdiction

This Application and all matters arising therefrom shall be governed by the laws of India, with exclusive jurisdiction vested in the courts of Maharashtra within whose territorial limits the Property is situated.

26. Acknowledgement of Satisfaction and No Further Enquiry

The Applicant(s) acknowledge having inspected all title documents, sanctions, approvals and plans relating to the Project, and confirm that this Application is being made after full satisfaction. No further enquiry or diligence shall be required at any stage.

The Applicant(s) hereby declare that they have read, understood, agreed to and voluntarily accepted all the Terms and Conditions contained herein.

Place _____

Date _____

Applicant 1

Signature: _____

Name: _____

Applicant 2

Signature: _____

Name: _____

Applicant 3

Signature: _____

Name: _____

Applicant 4

Signature: _____

Name: _____



ANNEXURE - D

NO OBJECTION CERTIFICATE

I/We, the Applicant(s), do hereby state, declare and confirm as under:

- (1) I/We, the Applicant(s), acknowledge and confirm that, in accordance with Section 11(4)(a) and Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("RERA"), the Developer is entitled to plan, develop, market and implement the Project, including undertaking development in phases and obtaining necessary approvals in accordance with Applicable Laws.
- (2) I/We, the Applicant(s), hereby unconditionally and irrevocably grant our consent and no objection to the Developer to, at its sole discretion and in accordance with law, acquire, integrate or amalgamate additional contiguous or adjoining lands, obtain and utilise additional FSI/FAR, secure fresh, revised or additional approvals, licences or permissions, and revise or modify the master plan, layout plan or development scheme of the Project, as may be permitted under RERA and other Applicable Laws.
- (3) I/We, the Applicant(s), expressly acknowledge that such integration, expansion or modification shall not affect our rights in respect of the plot allotted to us, nor shall it confer upon us any right, title, interest or claim in respect of any additional land, additional FAR/FSI, or any construction or development carried out thereon.
- (4) I/We, the Applicant(s), further waive, relinquish and abandon any right to raise any objection, claim, demand, complaint or proceedings of any nature whatsoever against the Developer, including before any authority, tribunal or court, on account of:
 - (a) expansion of the Project;
 - (b) revision or modification of plans; or
 - (c) any incidental or temporary inconvenience arising from such lawful development activities.
- (5) This No Objection Certificate is issued voluntarily, with full understanding of its legal implications, and shall be binding upon me/us and my/our legal heirs, successors and assigns. This NOC shall form an integral part of the contractual arrangements between the Applicant(s) and the Developer and may be relied upon by the Developer before any statutory or regulatory authority.

Place _____

Date _____

Applicant 1

Applicant 2

Applicant 3

Applicant 4

Applicant 1

Signature: _____

Name: _____

Applicant 2

Signature: _____

Name: _____

Applicant 3

Signature: _____

Name: _____

Applicant 4

Signature: _____

Name: _____



FOR OFFICE USE ONLY

1. Application received on: _____
2. Application received by: _____
3. Application accepted/rejected: Accepted [] Rejected []
4. Booking amount _____ (Rupees _____ only)
5. Receipt No. _____ Dated _____
6. Channel Partner/Agent _____ Channel Partner/Agent No. _____
7. Additional Remarks _____

Receiving Officer's Signature

Name & Signature of Sales Head

Applicant 1

Applicant 2

Applicant 3

Applicant 4

Page Intentionally Left Blank



Applicant 1

Applicant 2

Applicant 3

Applicant 4



Applicant 1

Applicant 2

Applicant 3

Applicant 4