

APPLICATION FORM

GODREJ HABITAT

SECTOR 3, GURUGRAM

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RERA REGISTRATION NO. RC/REP/HARERA/GGM/317/49/2019/11
Building Plan No. ZP-1266/JD(RD)/2019/5293 Dated: 25/02/2019. License no. 18 of 2018
For further details, please refer <http://haryanarera.gov.in>

APPLICATION FORM

Application Form No./ Customer ID: _____ Date: _____

To,

Godrej Properties Ltd.,
Godrej One, 5th Floor,
Pirojshanagar, Eastern
Express Highway,
Vikhroli (East),
Mumbai – 400079

Photo of Sole/First
Applicant

Photo of
Second Applicant

Photo of
Third Applicant

I/We, the following Applicant(s) request that I/We may be allotted a Unit in “**Godrej Habitat**” situated in Village Gurugram, Sector 3, Gurugram, Haryana (“**Project**”), details whereof are mentioned in Annexure A.

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

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A. APPLICANT DETAILS

IN CASE OF INDIVIDUAL			
	1st Applicant	2nd Applicant	3rd Applicant
Full Name (in capital)			
Father's/Mother's/Spouse's name			
Date of Birth			
PAN			
Aadhar No.			
Nationality			
Residential Status			
Profession			
Passport No.(In case of *NRI/ Foreign Customers)			
Permanent Address			
Mobile No.			
Email Id			
Address for Communication			
Office Name & Address			

Note: Applicant'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.

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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 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.

B. MODE OF BOOKING			
	Direct or Channel Partner : _____ Name and Signature of Developer: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)		
C. FINANCE FROM BANK / FINANCIAL INSTITUTION:	Yes / No.		
	If yes, Preferred Financial Institution: _____		
D. MODE OF PAYMENT	Cheque _____	Draft / P.O. _____	RTGS/NEFT _____
E. I HEARD ABOUT YOU FROM? (Please tick the applicable)			
	Newspaper	Hoarding	Television Advertisement
	Internet Portals	Corporate offer (please specify)	Emailer
	Referred by Bank / HFI (please specify)		Broker/Channel Partner (please specify)
			Other: _____
	Details of Newspaper, Website, Hoarding etc. _____		
F. PURPOSE OF PURCHASE:	Investment		Self-Use

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G.DETAILS OF UNIT (“UNIT”) :

I. Unit Details			
A	Details of Unit	Unit No. _____, Floor_____, Tower _____	
B	Rate of the Unit	_____per square meter	
C	Area (in square meters only)	Carpet Area*	
		Exclusive Areas**	
		Total Area#	
D	Car Park Space(s):	(____)Covered (____)Open	
E	Specification(s) of Unit	Annexure C	
F	Common Areas & Facilities And Limited Common Areas & Facilities	Annexure D	
II.	Total Price & Payment Plan	Annexure E	

“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 exclusive balcony and/or exclusive open terrace and/or exclusive verandah (as may be applicable) appurtenant to the net usable floor area of the Unit and meant for exclusive use of the Applicant(s) and other areas appurtenant to the Unit for exclusive use of the Applicant.

“Total Area” shall mean the Carpet Area and Exclusive Areas collectively.

I/We, the Applicant(s) understand that Godrej Properties Limited (“Developer”) having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400079, is developing a group housing complex by the name of “Godrej Habitat” comprising of 384 residential units, 68 EWS units and 5 shops along with amenities, facilities, services etc. and such other developments as may be permitted on licensed land admeasuring 7.46875 acres (seven point four six eight seven five), which is 30224.95 square meters (thirty thousand two hundred twenty four point nine five), in Village Gurugram, situated at Sector 3, Gurugram, Haryana (“Project Land”). The Project Land is demarcated/ delineated on the plan attached as Annexure B hereto. The said Project is being developed in one single phase. The Project is duly registered with Haryana Real Estate Regulatory Authority vide Registration No. RC/REP/HARERA/GGM/317/49/2019/11.

I,/ We, the Applicant(s), are aware that the Developer has entered into a Development Agreement dated 06.09.2018 for development and construction of a residential group housing society on the Project Land which is owned by PMW Estates LLP and Mr. Narinder Singh Dhingra (“Land Owners”). The Development Agreement is duly registered with the jurisdictional sub-registrar as Document No. 8746. Simultaneously with the execution of the Development Agreement, the Land Owners have also executed an irrevocable General Power of Attorney dated 06.09.2018 duly registered as Document No. 387 and other documents in favour of the Developer with respect to the Project Land so as to enable the Developer to perform all its obligations and utilize all its entitlements/benefits/rights under the Development Agreement.

I/We, the Applicant(s), are aware that out of the said Project Land, land admeasuring 0.746875 acres (point seven four six eight seven five acres), which is 3022.49 square meters (three thousand twenty two point four nine), is being given to the Government/ Haryana Urban Development Authority under the terms of Pocket Policy dated June 14, 2012 for the purpose of provisioning of community building.

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

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payable by the Applicant(s) for transfer of the Unit in its favour, are mentioned in Annexure E ("Payment Plan"). I/we understand that the total price as mentioned in Annexure E ("Total Price") includes the Goods and Services Tax (GST).

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. I/we agree and understand that the Total Price shall be exclusive of recovery or payments towards maintenance and operation of common areas and facilities, 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 the 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 for Sale 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 Form 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, further confirm that I/we are submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Total Area, common areas and facilities being provided, without relying on any of the publicity materials/ advertisements published in any form or any channel by the Developer or any third party in the past. I/we are aware and I/we confirm that the advisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Haryana Real Estate (Regulation and Development) Rules, 2017 ("Rules") and The Haryana Real Estate Regulatory Authority, Gurugram (Registration of Projects) Regulations, 2018 and I/we are not relying on the same for our decision to purchase the Unit. I/we further confirm and undertake to not make any claim against the Developer or seek cancellation of the Application Form / allotment or refund of the monies paid by me/us by reason of anything contained in the publicity materials/ advertisements published in any form or any channel by the Developer or any third party in the past. I acknowledge that colour, texture, the fitting(s) / fixture(s) or any installations depicted in advertisements are shown only as a suggested layout without any

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obligation on the part of the Developer to provide the same.

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

Save and except the information / disclosure contained herein, I confirm and undertake to not to any make any claim against the Developer or seek cancellation of this Application Form / Allotment Letter/ Agreement for Sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / Allotment Letter/ Agreement for Sale.

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, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.

I have taken the decision to purchase the Unit in the Project out of my own free will after giving careful consideration to the nature and scope of the entire development explained to me in person including the disclosures contained herein and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me is true and nothing has been concealed or suppressed. I further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me.

I hereby enclose a (i) Cheque/Demand Draft No. _____ dated _____ in favour of " _____ " drawn on _____ Bank, _____ Branch _____ and have paid a sum of Rs. _____ as OR (ii) NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for a sum of Rs. _____ /- (Rupees _____ only) ("Application Money") as part of Booking Amount (as defined hereinafter) payable by me as per terms of this Application.

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(s) _____

Signature of Second Applicant(s) _____

Signature of Third Applicant(s) _____

Date _____

Place _____

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

Annexure A Terms and Condition

The Applicant agrees, acknowledges, confirms and covenants that:

1. The Applicant(s) is aware that:
 - i) The present Application has been made after being fully satisfied about the rights, title and interest possessed by Developer over the Project Land.
 - ii) The plans, specifications, images and other details herein may undergo change in accordance with Applicable Laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time.
 - iii) Post development of the entire Project Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development and as may be required under Applicable Laws, form (i) separate association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for each tower or group of towers in the Project; (ii) or form a single association (being either a co-operative society / condominium / limited company or combination of them) for the entire Project. Further, in case the Developer forms separate associations for each tower or group of towers in the Project, the Developer may form an apex body over and above all associations. Each association shall adhere to its respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, each association shall be independent of the other, manage and conduct the affairs relating to respective tower and the rights, entitlements and obligations of the Applicants with respect to the common area and facilities. The common area within the phase and Project Land shall be dealt with by the Developer in accordance with Applicable Laws.
2. The Applicant(s) has fully understood the development scheme as envisaged by the Developer. The Applicant(s) is applying for allotment of the Unit in the Project being developed by Developer with full knowledge of all the laws/notifications and rules applicable to the Project located in Gurugram (Gurgaon), State of Haryana in particular and has satisfied himself about the rights/title/interest of Developer in the Project Land, and has understood all limitations and obligations of Developer in respect thereof.
3. The Applicant(s) hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Plan opted by the Applicant(s) in Annexure E on or before the respective due dates. It is 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. 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 installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant(s) understands that in the event the Applicant(s) wishes to make any advance payments, the Applicant(s) can make the same only after the Applicant(s) has registered the agreement for sale within the timelines stipulated by the Developer. The Applicant(s) further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper. The Applicant(s) understands that the Applicant(s) shall not claim any interest on such advance payment.
4. It is understood by the Applicant(s) that 10% of the Cost of Property, shall be construed, considered and treated as "Booking Amount", to ensure the performance, compliance and fulfillment of his/her obligations under the Allotment Letter/ Agreement for Sale. The Booking Amount shall be payable by the Applicant(s) as per the Payment Plan and will include Application Money.

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5. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form, 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.
6. 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 money tendered by the Applicant(s) till this Application 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 for Sale.
7. The Applicant(s) is not vested with any right, interest or entitlement in or over the Unit, until a formal agreement for sale ("Agreement for Sale") is executed and registered between the Developer and the Applicant(s) under the Applicable Laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and the Applicant(s). Further, the Applicant(s), as and when called upon by the Developer, undertakes to come present for registration of the Agreement for Sale, as may be required under the Applicable Laws, at the office concerned sub-registrar of assurances. The Applicant(s) hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Unit on or before the payment of the Booking Amount failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant(s) and/or (ii) cancel this Application Form / Allotment Letter and forfeit various amounts paid/due from the Applicant(s) subject to the provisions/limits as prescribed in the Applicable Laws.
8. All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act and Rules made thereunder ("Interest") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
9. In the event if the Applicant (s) fails or neglects to make the payment of (2) two consecutive demands of the installments mentioned in the 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 Buyer as mentioned in this Application on due dates, despite having being issued notice in this regard, the Buyer shall be liable to pay Interest as mentioned in Clause 8 above to the Developer on the unpaid amount. In case the default of the Buyer mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Applicant in that regard, the Developer shall be entitled, at its sole option, to terminate this Application Form and forfeit the Booking Amount along with (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 for Sale, if Agreement for Sale is registered, (collectively referred to as the "Non-Refundable Amount").
10. In the event if the Applicant(s) fails or neglects to comply with the obligations as set out herein/ Allotment Letter/Agreement for Sale, at any point of time and fails to rectify the default within the aforesaid period of 15 days except for Clause 9 above, then the Developer shall be entitled, at its sole option, to terminate this Application Form and forfeit Booking Amount along with the Non-Refundable Amount. The Developer shall intimate the Buyer about such termination of allotment at least 30 (thirty) days prior to such termination.

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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 as part of Total Price 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 Project Land 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).

11. The Applicant(s) further agrees that in the event this Application Form is withdrawn/cancelled by the Applicant(s) for reasons not attributable to the Developer's default, then the Developer shall be entitled to forfeit the Booking Amount and Non- Refundable Amounts.
12. The Applicant(s) is aware that the Total Price does not include any charge towards right to use the () covered/ () open car park space as mentioned in Section G and the same is being provided free of cost along with the Unit. The Applicant(s) understands that the car park space forms a part of Limited Common Area and Facilities, defined herein below, 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 pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to car park space.

For this clause, "Limited common areas and facilities" means the reserved open / covered car park spaces in the Project Land and such areas and facilities in the Project which are required under the Haryana Apartment Ownership Act, 1983, other relevant Applicable Laws or approvals to be meant for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners, as may be specifically provided for in the Declaration (defined herein below) to be filed by the Developer.

13. The Applicant(s) further agrees and acknowledges that the Developer shall confirm to the Total Area that has been allotted to the Applicant(s) after the construction of the Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority. If in the event of any variation in the Total Area of the Unit, the Total Price 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 refund the excess money paid by Applicant(s) within the timelines as mentioned under Applicable Laws with annual Interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Applicant(s). If there is any increase in the Total Area, (as in case of Carpet Area such increase is not more as prescribed under the Applicable Laws) of the Unit, allotted to the Applicant(s), the Developer may demand that from the Applicant(s) as per the next milestone of the Payment Plan as provided 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.
14. The Applicant(s) agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common area and facilities and Limited Common Areas and Facilities (if any) (excluding internal maintenance within the Unit), as may be called upon by the Developer or association of allottees or by the maintenance agency / property manager appointed for the said purpose by Developer.
15. 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, whether prospectively or retrospectively, the same shall be payable by the Applicant(s).

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16. All cheques /demand drafts/remittance should be issued / deposited and payable at par drawn in favour of "Godrej III collections A/c" and/or as stipulated by the Developer from time to time. The first sole/Applicant(s) shall mention his/her/its name, customer ID, tower no. 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.
17. 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 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 Amounts. In the event of dishonor of any payment cheque Developer has no obligation to return the original dishonored cheque.
18. The Developer shall offer possession of the units falling in the Project on or before February 25, 2023 with additional grace period of upto 12 (twelve) months as may be approved by Real Estate Regulatory Authority ("RERA") or such extended period as may be granted by RERA ("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.
19. In the event the Applicant(s) fails to take 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, then the Applicant(s) shall be liable to pay to the Developer all costs and expenses which Developer may have to incur in relation to the Unit including holding charges of Rs. 110/- (Rupees Hundred and Ten only) per month per square meter of the Total Area of the Unit ("Holding Charges") and applicable maintenance charges for the upkeep and maintenance of the Unit and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Allottee(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.
20. Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant(s) affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant(s) without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
21. 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 and/or 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.

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

GODREJ HABITAT

SECTOR 3, GURUGRAM

RERA REGISTRATION NO. RC/REP/HARERA/GGM/317/49/2019/11
Building Plan No. ZP-1266/JD(RD)/2019/5293 Dated: 25/02/2019. License no. 18 of 2018
For further details, please refer <http://haryanarera.gov.in>

22. The Applicant(s) shall not be entitled to transfer/assign his interest in the Unit in favor of any third party unless 20% of the Total Price has already been paid and the Applicant has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. 750/- (Rupees Seven Hundred Fifty Only) per square meter of the Total Area of the Unit along with Taxes as applicable per transfer along with all other dues payable by the Applicant(s) to the Developer till that date . On such transfer recorded / endorsed by the Developer, the Applicant along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. However, no transfer charges are payable for the first transfer or for any transfer made 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. The Applicant(s) shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.
23. 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 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 Rs. 750/- (Rupees Seven Hundred and Fifty only) per square meter of the Total Area plus Taxes as applicable 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.
24. The Applicant(s) have represented and warranted to the Developer that the Applicant(s) is fully capable to make all the payments out of his own resources towards the purchase and maintenance of the Unit as and when demanded by the Developer/ maintenance agency. The Applicant(s) understand and agree that he will apply for the home loan, if required, to any bank/financial institution at his sole cost, liability, risk and consequences only after obtaining prior written permission from Developer. 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. The Applicant(s) agree and understand that it shall not be the responsibility or liability of the Developer to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said loan to the Applicant(s). However, the Developer shall not have any financial obligation / liability towards such financial institution / bank etc. and the Applicant(s) shall always keep the Developer fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by Developer in this regard.
25. 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.
26. The Developer shall file deed of declaration for the Project ("Declaration") in compliance with the Haryana Apartment Ownership Act, 1983 and Haryana Apartment Ownership Rules, 1987. 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.
27. The name of the Project, individual towers and/or the respective phases in the Project may be amended at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same.
28. In the case of joint application for the Unit, unless a duly executed instruction by all such joint Applicant(s) is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the

(Sole/First Applicant)

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(Third Applicant)

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Applicant(s) under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant(s), which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).

29. 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(s) in Section A hereinabove shall be deemed to have been received by all the Applicant(s).
30. 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 sale 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.
31. 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 Form 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.
32. 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.
33. In addition if the Applicant(s) is/are a Non Resident Indian ("NRI"), he/she undertakes to sign the NRI declaration attached herewith as Annexure G.
34. The Applicant(s), acknowledges and confirms that the Developer has provided all information, clarifications and documents in relation to the said 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 Project Lands.
35. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act, the Rules and Regulations made thereunder 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 similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
36. The terms and conditions mentioned herein limited and detailed terms and conditions shall be specified in the Allotment Letter / Agreement for Sale. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Allotment Letter / Agreement for Sale, the terms and conditions specified later in the Allotment Letter / Agreement for Sale, shall supersede the terms and conditions as set out herein.
37. The Applicant(s), is/are aware that the Hon'ble Punjab and Haryana High Court in CWP No. 5835 of 2013 (Balwan Singh & others v/s State of Haryana and others) ("Petition"), vide it's stay order dated 08.05.2013, for the time being, has stayed the operation of HUDA memo no. HUDA-CCF-Acctt-I-2011/24224 dated 14.07.2011, insisting on payment of enhanced External Development Charges ("EDC") from the licensees. That as and when such enhanced EDC becomes payable, the Applicant(s) undertake/s to bear the same, even after the execution of a conveyance deed for the Unit in his/their favour.

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

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

GODREJ HABITAT

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ANNEXURE B Plan showing Project Land



LEGEND

- | | | | |
|--------------------------------|--|----------------------------|---------------------------|
| 1. Entry/ Exit | 8. Kids pool | 15. Outdoor Gym | 22. Tennis court |
| 2. Arrival Plaza | 9. Club spill out | 16. Garden of swings | 23. Cricket practice nets |
| 3. Tower drop-off | 10. Fountain | 17. Jogging track | 24. Convenient Shopping |
| 4. Vehicular Road | 11. Community Green | 18. Covered walkway | 25. EWS |
| 5. Open Parking | 12. Herbal garden | 19. Floral garden | |
| 6. Cub house/ Community center | 13. Tree of life | 20. Kids play zone | |
| 7. Swimming pool | 14. Yoga meditation with water feature | 21. Half basket ball court | |

26.  Land admeasuring 3022.49 square meters (three thousand twenty two point four nine) out of the Project Lands is being given to the Government/ Haryana Urban Development Authority under the terms of Pocket Policy dated June 14, 2012 for the purpose of provisioning of community building.

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE C Specification of Unit

SPECIFICATION UNIT WISE			
1.	Living & Dining Area		
	1.1	Floor	Vitrified Tile or equivalent.
	1.2	Walls	Acrylic Emulsion or equivalent.
	1.3	Ceiling	Oil Bound Distemper or equivalent.
2.	Master Bedroom/ Dressroom		
	2.1	Floor	Laminated Wooden Flooring or equivalent.
	2.2	Walls	Acrylic Emulsion or equivalent.
	2.3	Ceiling	Oil Bound Distemper or equivalent
3.	Master Toilet		
	3.1	Floor	Anti Skid Ceramic Tile or equivalent.
	3.2	Walls	Ceramic tiles and Acrylic Emulsion or equivalent
	3.3	Ceiling	Grid tiles or equivalent
	3.4	Counters	Granite or equivalent.
	3.5	Sanitary ware/ CP Fittings	Washbasin, WC and CP fittings
	3.6	Fitting/ Fixtures	None
4.	Bedrooms		
	4.1	Floor	Laminated Wooden Flooring or equivalent.
	4.2	Walls	Acrylic Emulsion or equivalent.
	4.3	Ceiling	Oil Bound Distemper or equivalent.
	4.4	Wardrobes	No
5.	Toilet		
	5.1	Floor	Anti Skid Ceramic Tile or equivalent.
	5.2	Walls	Ceramic Tiles and Acrylic Emulsion or equivalent.
	5.3	Ceiling	Grid Ceiling or equivalent
	5.4	Counters	Granite or equivalent.
	5.5	Sanitary Ware/ CP Fittings	Washbasin, WC and CP fittings
6.	Kitchen		
	6.1	Floor	Anti Skid Ceramic Tile or equivalent.
	6.2	Walls	Ceramic tile Dado and Acrylic Emulsion or equivalent
	6.3	Ceiling	Oil Bound Distemper or equivalent
	6.4	Counters	Granite or equivalent
	6.5	Fixtures	Sink
	6.6	Kitchen appliances	No
7.	Balcony/Utility Balcony		
	7.1	Floor	Anti-Skid Cermaic Tile or eqv.
	7.2	Walls & ceiling	Acrylic Emulsion or eqv. In internal walls and Oil Bound Distemper or eqv. In ceiling
	7.3	Railings	Enamel paint
	7.4	Fixtures	-

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE D

Common Areas & Facilities

Sr. No	Particulars
1.	Reception/Entrance lobby at Ground Floor
2.	Underground water tank and pump room
3.	Water Supply from Overhead water tanks.
4.	Water supply connection provision from main line
5.	Rain water harvesting pits.
6.	Approach road to buildings situated within the Project
7.	Firefighting & Domestic water supply equipment.
8.	Electric sub- station/ transformers/ electrical panels.
9.	Lawns & play areas, including lighting and services
10.	Guard room
11.	Garbage room
12.	Green landscape areas, water bodies, fountain and lighting / service thereof.
13.	Driveways/roads/walkways/lighting and services.
14.	Boom barrier at entry and exit.
15.	Storm water drainage line
16.	Sewerage drainage line
17.	Sewerage treatment plant
18.	Staircases, lobbies, munties, passages and landings of individual buildings
19.	Lifts/Lift's shaft and lift Machine room with the equipment.
20.	Lightening protection / arrestor and aviation caution lights.
21.	Common passages / corridors including lighting and firefighting equipment thereof.
22.	Power Distribution System, Sub – Station including DG sets.
23.	Security and Fire control room with Fire detection system / PA system.
24.	Ramp driveways/ staircases/ passage/ shafts / ducting (basement ventilation), lighting and services thereof in basement
25.	Sump pumps
26.	Sprinkler system and ventilation system in basement
27.	Common passages / road/ corridors including lighting.
28.	Multipurpose hall – part of the Club
29.	Swimming Pool - part of the Club
30.	Kids Pool - part of the Club
31.	Gym - part of the Club
32.	Indoor Games - part of the Club

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(Second Applicant)

(Third Applicant)

GODREJ HABITAT

SECTOR 3, GURUGRAM

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Building Plan No. ZP-1266/JD(RD)/2019/5293 Dated: 25/02/2019. License no. 18 of 2018
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ANNEXURE F TDS declaration

Date: _____

To,

Godrej Properties Limited

3rd UM House, Tower A,
Plot No.35, Sector-44, Gurugram
Haryana – 122002

Subject: Declaration about TDS awareness

I/We have submitted my/our application form with Application Money for booking the Unit No. _____ in the project Godrej HABITAT being developed by **GODREJ PROPERTIES LIMITED**.

I/We understand and acknowledge that since my/our Unit's sale consideration is more than 50 lakhs, I/we are required to deduct 1% TDS on every payment that I/we make to you and make this 1% payment to the income tax department.

I/we have been familiarized with the Sec 194 IA of the income Tax Act , 1961 under which with effect from June 1 , 2013 every property buyer need to deduct 1% TDS while making instalment payment for the property. This 1% TDS needs to be credited with the central government by filling form 26QB either using online payment option or over the counter payment option.

I/we am/are fully aware that timely deduction of TDS and payment of the same to the authorities is my/our responsibility and any delay in the same will lead to my/our incurring penalty and interest to the authorities.

You have familiarized me/us with the process steps for the same and have also provided the necessary details to enable me/us to make these payments in future. I/we hereby agree and undertake to deposit the TDS with the government authorities and further to submit the signed TDS certificate in prescribed Form 16B within 15 days from the date of TDS payment to you.

Thanking you

Name: _____

Unit No. Applied: _____

Project Name: _____

Signature: _____

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE G NRI Declaration

Date: _____

To,

Godrej Properties Limited

3rd UM House, Tower A,
Plot No.35, Sector-44, Gurugram
Haryana – 122002

Dear Sir,

Sub: Purchase of Unit No _____ in the project Godrej HABITAT being developed by GODREJ PROPERTIES LIMITED.

I / We confirm that I / We am / are NRI and not a citizen of Macau or Hong Kong, Pakistan, Bangladesh, Sri Lanka, Afghanistan, China, Iran, Nepal, Bhutan and Democratic People's Republic of Korea. I / We am / are eligible to purchase immovable property in India as per applicable provisions of Foreign Exchange Management Act, 1999 (FEMA Act).

I / We have purchased the Residential / Commercial (Delete whichever is not applicable) for my/our personal use and not for trading purpose.

I / We confirm & undertake that the remittances made / to be made by us is towards above mentioned property and NOT for Real estate business, or construction of farm houses i.e. trading in land and immovable property with view to earning profit or earning income there from as per applicable provisions of Foreign Exchange Management Act, 1999 (FEMA Act).

I / We confirm and understand that it is my/our responsibility of complying with the extant FEMA provisions and I undertake to fully indemnify against all losses and damages that may be caused to you on account of the funds remitted under this transaction.

I / We, at all times undertake to comply with all applicable anti-money laundering, anti-bribery, anti-corruption, counter-terrorism financing, and economic or trade sanctions laws and regulations (including any sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union, the Monetary Authority of Singapore and the Reserve Bank of India).

I / We further undertake that the details stated as on the date of this declaration are true and correct and I shall solely be responsible for the consequences and not hold you responsible and also undertake to intimate and provide details of any change immediately, in relation to the above declaration.

Yours truly,

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)

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.

Non-Individual Applicants are required to ensure that the object clause of the constitution document (viz. MOA / AOA / Trust Deed etc.)

(Sole/First Applicant)

(Second Applicant)

(Third Applicant)