



*Application For Provisional Registration
&
Booking Of Residential Flat/Apartment*



TIVIM - GOA

APPLICATION FORM

APPLICATION FOR REGISTRATION & BOOKING
OF RESIDENTIAL APARTMENT'S/FLAT FOR PROVISIONAL ALLOTMENT,
IN THE RESIDENTIAL PROJECT OF GHD INFRA DEVELOPER'S

Notice to the Applicant(s): The Applicant shall sign all the pages of this Application and of the Annexure - A & B and Schedule - I attached hereto (which would form part and parcel of this application) in token of the Application (s) acceptance of the same.

Application No. _____ **Date** _____

To,
GHD INFRA DEVELOPER'S
L-6, HOUSING BOARD COLONY
PORVORIM, NORTH GOA, GOA-INDIA

SUBJECT: APPLICATION FOR PROVISIONAL BOOKING OF A FLAT/APPARTMENT IN YOUR PROJECT " THE PALM"
AT VILLAGE - TIVIM, NORTH GOA -GOA-INDIA

Dear Sir,

I/We(also referred to as the "**Applicant**") wish to apply for a flat/apartment in your aforesaid project as per the tentative site plans, apartment size, and the payment plan opted by me/us as per details mentioned in Annexure - A & B (hereinafter referred to as the said "**Flat/Apartment**").

I/We/are enclosing herewith Cheque/Draft/Pay order No. _____ Dated _____
for Rs. _____/- (Rupees _____
_____ only) drawn on _____ (Bank & Branch Details)
in favour of "**GULSHAN HOMEZ AND DEVELOPERS**" payable at Goa, Which may pleased be treated as the booking amount
("BOOKING AMOUNT") for the said Flat/apartment.

My/Our Particulars are as under : *(Please fill all the applicable columns)*

Applicant's Signature

CHECKLIST OF DOCUMENTS TO BE SUBMITTED
ALONG WITH THE APPLICATION FORM

It is mandatory to affix passport size photograph in designated areas in the Application form towards all mentioned below categories and provide the following documents:

NRI/ Foreign National of Indian Origin:

- Copy of the Individuals Passport*
- In case of Demand Draft (DD) the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant*
- In case of cheque all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party*
- Copy of Proof of Indian Origin (PIO/OCI Card Copy)*

Hindu Undivided Family

- Copy of PAN Card of HUF*

Resident of India:

- Copy of PAN Card*
- Photograph of all applicants*
- Any other document/ certificate as may be required by the Company*
- Resident Address Proof*

Partnership Firm:

- Copy of PAN Card of the Partnership Firm*
- Copy of Partnership Deed*
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm*

Private Limited Company

- Copy of the PAN Card of the Company*
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company*
- Board resolution authorizing the signatory of the Application Form to buy property, on behalf of the Company*

Additional:

- If the first applicant is a minor, proof of age and address of the guardian to be provided.*
- All copies of documents should be self-attested*

Applicant's Signature

PERSONAL DETAILS FORM

Sole/first applicant

Son of / Daughter of /Wife of

Mailing Address

City State

DOB Anniversary Age

Profession Designation

Office/Business Name

Address

Pin code

Telephone Telephone

Mobile Fax

Email

Email

Residential Status (Tick one) Resident NRI PIO Passport No

Income Tax Permanent Account No Nationality

Self Attested
Photograph

Second Applicant

Son of / Daughter of /Wife of

Mailing Address

City State

DOB Anniversary Age

Profession Designation

Office/Business Name

Address

Pin code

Telephone Telephone

Mobile Fax

Email

Email

Residential Status (Tick one) Resident NRI PIO Passport No

Income Tax Permanent Account No Nationality

Self Attested
Photograph

Applicant's Signature

I/we understand and agree that this Application for booking of the said Apartment/Flat is subject, inter alia to the following amongst other terms and obligations to be observed by me/us, including the key indicative terms and conditions of the Apartment/Flat Buyer's Agreement that may be executed with the Company in due course and as set out in **Schedule-1** hereto and I/we further agree and undertake to abide by all these terms, conditions and obligations:

1. I/We have clearly understood that submission of this signed Application Form and payment by me/us of the Booking Amount shall not constitute a right to allotment of the aforesaid Apartment/Flat and nor shall it create or result in any obligations on the Company towards me/us. I/We understand that the Company may at any time and at its sole discretion reject my/our Application without assigning any reasons whatsoever therefor.
2. I/We after having read, understood and agreed with the terms and conditions (hereinafter referred to as 'Terms & Conditions'), annexed hereto as Schedule -1, pertaining to the provisional allotment of the Plot, the price thereof mentioned in the price list (hereinafter referred to as 'Price List') annexed hereto as Annexure – A & B do hereby apply for provisional allotment of the Plot in the Scheme of the Company, under the following payment plans:-

Down payment plan

Instalment linked payment plan

(Opt any one payment plan and tick the same)

3. I/We understand that in addition to the Sale Consideration as set out in Annexure-A & B, I/we shall also be liable to pay all third party charges including the applicable registration charges and stamp duty demanded by the Company as well as any revision/enhancement of any service tax, VAT, GST, or any other third party/statutory taxes, fees, charges, etc., or interest thereon, as may be applicable.
4. I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Apartment/Flat and there is no legal or contractual impediment or restriction on my/our making this Application or the payment tendered hereunder.
5. I/We acknowledge and declare that the Company has readily provided me/us with all the information/clarifications as required by me/us and I/we have not relied upon and nor been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, or any other information except what is stated specifically in this Application and I/we have relied solely on my/our own estimation in deciding to make the present Application for the prospective purchase of the aforesaid Apartment/Flat.
6. I/We have also gone through and read the key indicative terms and conditions listed out in **Schedule-1**, (which terms and conditions shall form and be read as an integral part of this Application), as condensed from the proposed Apartment/Flat Buyer's Agreement. I/We understand that these are merely indicative and conveyed herein in a condensed form for the purpose of acquainting me/us with some of the essential terms and conditions for the proposed transfer of the Apartment/Flat. I/we further understand and agree that the actual terms and conditions contained in the Apartment/Flat Buyer's Agreement would be more elaborate and comprehensive. I/We further agree that the Company may at its sole discretion add to, amend, modify, or delete from these terms and conditions in its Apartment/Flat Buyer's Agreement.
7. I/We declare that I/we have fully satisfied myself/ourselves about the right, title and interest of the Company with respect to the land on which the proposed THE PALM is to be constructed. I/We have understood all the limitations and obligations of the Company with respect to the same.

Applicant's Signature

8. I/We understand that the Booking Amount is non-refundable and in the event I/we withdraw our Application or if I/we do not accept the allotment made by the Company on my/our Application or I/we do not execute the Apartment/Flat Buyer's Agreement within the time stipulated to the Company for this purpose, then my/our entire Booking Amount shall be forfeited by the Company and I/We shall be left with no right, interest, claim or lien on the said proposed Apartment/Flat or its booking or otherwise on the Company in any other manner whatsoever.
9. I/We confirm that all the correspondence to me/us should be made in the name of the First Applicant at the address given above and any notices /letters sent by the Company to the above address shall be valid intimation to me/us regarding the contents therein.
10. In case my/our Application for Booking of the said Apartment/Flat is accepted and the Company makes an allotment, then I/we undertake to execute all documents/agreements as per the Company's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Company in due course.
11. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the advance booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our Application for Booking by the Company, or in the eventuality of forfeiture of my/our Earnest Money (as defined in Schedule- 1 hereinafter) in accordance herewith, I/We shall be left with no right, title, interest or lien under this Application or against any Apartment/Flat in relation to the said THE PALM.
12. I/We understand and agree that I/we fail to execute the Apartment/Flat Buyer's Agreement and return all the copies duly executed to the Company within 30 days from the date of the communication by the Company in this regard, then this Application is liable to be treated as cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and I/we shall be left with no rights or interest or claims in the said Application/Plot. No compensation or interest or any charges shall be paid by the Company to me/us.
13. I/We understand that the contents of Schedule-I and Annexure's hereof are incorporated in this Application by way of reference and shall always be deemed to be part and parcel of this Application.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Signatures of: Sole/First Applicant Second Applicant

Date: Place:

Channel Partner, (If any), Name: (Sign and put rubber stamp) with Telephone / Mobile Number:

Note:

- 1) All payments to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide a demand draft/banker's cheque/ordinary cheque payable at par at Panjim, Goa in favour of "Gulshan Homez and Developers". All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.
- 2) In case the cheque comprising Booking Amount/registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.
- 4) Documents required at the time of booking: *(All copies of documents wherever required, should be self-attested) Documents Details are given in checklist of documents.*

Applicant's Signature

ANNEXURE-A**PROVISIONAL DETAILS OF THE FLAT**

- (1) Flat No. _____
- (2) Flat Floor Type _____
- (3) Flat Size _____ Sq. mtr* (approx.)
- (4) PLC (if applicable) _____

PAYMENT PLAN (Attached): (Please tick appropriate)**Possession linked****Payment Plan** **Time Linked Plan** **AMOUNT PAYABLE**

i.	Basic Sale Price (BSP)	Rs.		per sq. mtr.
ii.	Preferential Location Charges (PLC)	Rs.		per sq. mtr.
iii.	External Development Charges (EDC)	Rs.		per sq. mtr.
iv.	Interest Free Maintenance Security (IFMS)	Rs.		per sq. mtr.
v.	Club Charges	Rs.		Aggregate

Note: All other amounts towards statutory and third party taxes, fees, charges including Service Tax, VAT, statutory charges/tax/fees, stamp duty & registration charges, and revised EDC, if any, and other fees/taxes/charges as may be indicated in the Flat Buyer's Agreement shall be extra and payable by the Applicant(s) as and when demanded by the Company for the said Plot.

Signatures of:

Sole/First Applicant**Second Applicant**

*1 sq. mtr = 10.76 sq. feet.

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)
3. Details of Plot proposed to be allotted:
 - a. Flat No. _____
 - b. Flat Floor Type _____
 - c. Flat Size _____ sq. mtr.* (approx.)
4. PAYMENT PLAN (Attached): (Please tick appropriate)

Possession linked Payment Plan

Development/time linked Payment Plan

5. AMOUNT PAYABLE/RATE APPLICABLE

i.	Basic Sale Price (BSP)	Rs.		per sq. mtr.
ii.	Preferential Location Charges (PLC)	Rs.		per sq. mtr.
iii.	External Development Charges (EDC)	Rs.		per sq. mtr.
iv.	Interest Free Maintenance Security (IFMS)	Rs.		per sq. mtr.
v.	Club Charges	Rs.		Aggregate

6. Allied charges as per the terms and conditions of the application/flat Buyers Agreement as applicable.
7. Mode of Booking:
 - a) Direct _____ (Ref. if any) _____
 - ii) Channel Partner Name:
8. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)

**** (Sales Team)**

**** (SALES HEAD)**

**if Application is rejected, then please give brief reason and follow up action be low:

Applicant's Signature

ANNEXURE-B

Payment Plan

Rate: Rs. _____ per sq.mtrs (in words: _____)

Area: _____ sq.mtrs. (in words: _____)

Total Amount: _____ (in words: _____)

(A) Possession linked Payment plan.

On registration or booking	30%
At the time of Sale deed	70% + other Charges + Registration Fee and any other charges applied as per Govt. norms.

(B) Interest free time linked installment plan /development linked payment plan..

Particulars	%	Amount
On registration or booking		
Total Amount		

Other charges if applicable
PLC charges: as/if applicable
EDC & other charges: As per annexure A & schedule 1

T&C applies

Applicant's Signature

SCHEDULE-1

KEY INDICATORS FROM THE TERMS AND CONDITIONS OF THE Apartment/Flat BUYER'S AGREEMENT

Definitions and Interpretation: In this Application the following terms and conditions of allotment of a Apartment/Flat in the THE PALM, at THIVIM-GOA, (here in after referred to as the said "Apartment/Flat"), being developed by M/s Gulshan Homez and Developer's., (hereinafter referred to as the "**Company**") are indicative in nature with a view to acquaint the Applicant(s) (hereinafter "**Applicant**") with some of the key terms and conditions, as will be more comprehensively set out in the proposed Apartment/Flat Buyer's Agreement ("**Agreement**"). "**Application**" shall mean this application for provisional allotment of Apartment/Flat in the Scheme along with the terms and conditions contained herein in Schedule 1 and Annexure's. "**(BSP) Basic sale Price**" means sale price of the Plot exclusive of the preferential location charges as applicable, if the Apartment/Flat is preferentially located. The "Basic sale Price" does not include Taxes, other amounts, charges, security amount etc., and payable as per the terms of the Agreement including but not limited to:

- i. IFMS @ Rs.50/ Sq Ft. of the Apartment/Flat area which shall be deposited by the Applicant(s) with the Company after completion of the project.
- ii. Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale deed etc. which shall be borne and paid by the Applicant(s) alone.
- iii. Taxes: a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant(s) to the Company in addition to the Total Price. The proportionate share shall be the ratio of the Apartment/Flat area of the Apartment/Flat to the total area of all the Apartment/Flat in the Residential Colony; b) The Company shall periodically intimate to the Applicant(s) herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above and the Applicant(s) shall make payment of such amount within 30 (thirty) days of such intimation.
- iv. The all government charges, Maintenance Charges, additional preferential location charges, property tax, municipal tax on the Plot and wealth tax, government rates, tax on land, charges, fees or levies of all and any kinds by whatever name called on the Scheme.
- v. The cost of electricity including electric fittings, fixtures and electric meter and its connection, the cost for installation of the equipment for procuring and supplying water as well as the charges for water connection.
- vi. Any other charges or expenses as maybe more particularly specified in the Agreement.

"**Earnest Money**" shall mean as written in price n payment plan.

"**IFMS**" means the interest free maintenance security for the maintenance and upkeep of the Residential Colony to be paid as per the payment plan to the Company or the Maintenance Agency @ Rs. 50 per sq. ft. of the Apartment/Flat area.

"**(MSC) Maintenance Service Agency**" means the Company or association of allottees or such other agency/body/Company, to whom the Company may hand over the maintenance and who shall be responsible for providing the maintenance services within the Residential Colony. "**Maintenance Charges**" shall have the meaning ascribed to it in the draft tripartite maintenance agreement contained in Annexure of the Agreement

"**Price List**" means Annexure's to this Application providing details & price of the Apartment/Flat.

"**Non Refundable Amounts**" means interest paid or due on delayed payments, interest paid or due on instalments, brokerage, Marketing Cost etc.

"**Apartment/Flat**" means the specific Apartment/Flat, which forms part of the Residential Colony, applied for by the Applicant(s), details of which have been set out in this Application and includes any alternative Apartment/Flat in lieu of the Apartment/Flat whose particulars are mentioned in the Application.

"**Taxes**" shall mean any taxes payable by the Company by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Project, now or in future.

"**Total Price**" means Basic Sale Price along with the including and not limited to IFMS, all government charges, club charges, stamp duty etc. which are payable as and when demanded by the Company in accordance with the terms of this Application and Agreement.

Terms:

1. The Applicant has satisfied itself about the right, title and interest of the Company to sell and market the said Apartment/Flat and the right and title of the Company. The Applicant has further understood all limitations and obligations in respect thereof. Having carried out its independent investigations, the Applicant agrees that after signing of this Agreement, it shall not raise any disputes nor raise any objections in this respect.
2. The Applicant has applied for a Apartment/Flat with full knowledge of all the terms hereof as well as the laws/notifications and rules applicable to the area in general and the THE PALM in particular and all queries have been answered by the Company to the complete satisfaction of the Applicant.
3. The Applicant has understood that the Basic Sale Price ("**BSP**") along with External Development Charges ("**EDC**"), additional costs for partial construction of the boundary wall in accordance with the demand raised by the Company as well as the costs, charges, fee and deposits as set out in this Agreement shall constitute the "**Sale Consideration**" for the said Apartment/Flat and shall be set out in the "**Payment Plan**" annexed. A sum equivalent to 5Lac (five lacs only) of the Sale Consideration shall constitute the "**Earnest Money**".
4. The Applicant shall make all payments of the agreed Sale Consideration of the said Apartment/Flat as per the Payment Plan, along with the applicable charges as mentioned or stipulated therein vis-a-vis BSP, EDC, IFMS and any other charges as may be applicable from

Applicant's Signature

time to time. The Applicant shall further make payment of statutory and other third party charges including without limitation, registration charges, stamp duty and other incidental expenses as and when demanded by the Company.

5. The Applicant shall also pay, as and when demanded by the Company the prorated share of any Value Added Tax (VAT), Service Tax, GST, any other third party/statutory taxes, duties, charges, cess, fees, levies, etc., as may be found applicable to the present transaction or the said Apartment/Flat.
6. The Company shall construct at its own cost an appropriate club/recreational facility which shall in due course be transferred to a qualified third person, to own, manage and operate such facility on such terms and conditions as the Company may deem fit at its sole discretion. The Applicant's right to use such facility shall at all times be contingent on due and faithful observance by the Applicant of all the rules, bye-laws and conditions as may be notified by such third person, transferee or the Company. The Applicant's right to use such facility shall further be contingent on payment of the club membership charges and routine club usage charges as may be intimated by such third person, transferee or the Company to the Applicant periodically.
7. All payments to be made by the Applicant under this Application or this Agreement shall, unless specified otherwise in writing by the Company, shall be by way of a demand draft/banker's cheque/ordinary cheque payable at par at Panjim, Goa in favour of "**Gulshan Homez and Developer's**". All payments shall be subject to their actual realization in the above mentioned Name. The date of credit into the company account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.
8. The Applicant shall be liable to pay interest on every delayed payment at the rate of 24% per annum from the date that it is due for payment till the date of actual payment thereof. In case the Applicant defaults in making payment of the due instalment (including partial default) beyond a period of 60 days from the due date, the Company shall be entitled, though not obliged, to cancel the allotment and terminate this Agreement at any time thereafter in accordance herewith. However, the Company may alternatively, in its sole discretion, instead decide to enforce the payment of all its dues from the Applicant by seeking Specific Performance of this Agreement. Further, in every such case of delayed payment, irrespective of the type of Payment Plan, the subsequent credit of such delayed instalment (s)/payments along with delayed interest in the account of the Company shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the Company to terminate this Agreement.
9. Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment/Flat or where the Company has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant against the said Apartment/Flat, the Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Applicant and such third party shall not have any right in this Agreement whatsoever. The Company shall issue the payment receipts only in favour of the Applicant. Under all circumstances, the Applicant is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement on time.
10. The Company shall adjust all the amounts received from the Applicant first towards interest on overdue instalments and only thereafter towards the overdue instalments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current instalment or current dues for which the payment is tendered.
11. That due performance of all the obligations under this Agreement and more specifically the timely payment of the Sale Consideration and other charges under the Payment Plan agreed by the Applicant shall be of the essence of this Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due from the Applicant by respective due dates, the Company shall be entitled to cancel the allotment, terminate this Agreement and forfeit the Earnest Money and deduct any interest accrued on delayed instalments, late payment charges and pay-outs such as brokerage/commission/charges, service tax etc.
12. The Applicant understands that the THE PALM showcases the special and unique brand status sought to be projected by the Company. The Applicant has been made aware that the maintenance of the THE PALM and its infrastructure is critical to showcase and maintain the landmark status and exclusive appeal unique to this Project. The Applicant further understands and agrees that the maintenance services are being conceived, planned and installed by the Company keeping in mind the collective requirement of all the residents/occupants of the THE PALM. Towards this end, the Applicant agrees and hereby undertakes to sign the Maintenance Agreement with the Company and the Maintenance Service Agency ("**MSA**") to be nominated by the Company at their sole discretion. Further, the Applicant has also agreed and undertakes to pay IFMS.
13. The Applicant also understands that it shall be liable to pay its proportionate share of the recurring charges as determined by the MSA from time to time depending upon its cost of operation and the actual expenses incurred by it for the maintenance of the THE PALM along with a 20% mark-up thereon on account of service fee. It shall be mandatory for the Applicant to enter into the Maintenance Agreement, and the signing of which shall be a condition precedent for executing the Conveyance Deed of the said Apartment/Flat in favour of the Applicant. Refusal to execute the Maintenance Agreement shall constitute a breach of this Agreement and also entitle the Company to terminate the present Agreement in accordance herewith. The Applicant agrees and understands that the maintenance charges shall commence from the date of possession offered by the Company in its Notice of Possession or commencement of Holding Charges, whichever is earlier. By signing of this Agreement the Applicant hereby also consents and agrees to abide by the terms and conditions of the proposed Maintenance Agreement and to pay promptly all the demands, bills, charges, etc., as may be raised by the MSA from time to time, whether or not there is actual usage by the Applicant of the services being rendered by the MSA.
14. The Applicant acknowledges that in addition to the general infrastructure provided, the THE PALM derives its enhanced landmark status and exclusive appeal from the selective high end customized and unique value-added services being installed for use by the Applicant at the township level and additionally, at the level specific only to a particular phase/location or the property type, i.e., Apartment/Flat, villa, built-up floor, apartment etc. The Applicant agrees that the services at the township level shall be installed and maintained at the shared cost of all the residents of the THE PALM, which costs shall be payable by the Applicant proportionately. The Applicant shall also be liable for payment of charges for the services specific to the phase/location or the Apartment/Flat type, if applicable. It is hereby clarified and the Applicant agrees that non-payment of the aforesaid charges by the Applicant shall entitle the Company or the MSA to discontinue the services to the

Applicant's Signature

said Apartment/Flat. This condition shall survive the conveyance of the said Apartment/Flat and shall attach with the said Apartment/Flat within the meaning of Section 31 of TP Act.

15. The Applicant understands and agrees that the Site Plan and the location/size/orientation of the said Apartment/Flat could be revised in the planning stage or during execution of the project. Every attempt shall be made by the Company to adhere to the size and location of the said Apartment/Flat as specified in this Agreement, however, in the event that there is any variation in the size of the said Apartment/Flat to the extent of $\pm 15\%$ at the time of final demarcation by the Company, the applicable Sale Consideration, shall either be payable or refundable, as the case may be, proportionately at the rate agreed herein, without any interest thereon. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant. PLC, if applicable, shall also be payable or refundable as the case may be.
16. In the event that variation in the area of the said Apartment/Flat is greater than $\pm 15\%$, at the time of final demarcation by the Company and the same is not acceptable to the Applicant, every attempt shall be made to offer the Applicant an alternative Apartment/Flat of a similar size at another location within AANGAN subject to availability. In the event that such an alternate Apartment/Flat is available and the Applicant accepts the substitute Apartment/Flat, the proportionate Sale Consideration shall be payable or refundable as the case may be at the rates agreed herein. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant.
17. In the event that Applicant does not accept such substitute Apartment/Flat and if there is no other Apartment/Flat of a similar size at another location, then the Applicant shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Applicant on any delayed payment) along with simple interest thereon at the rate of 7.5% per annum within 3 (three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant.
18. In the event that there is any change in the location of the said Apartment/Flat or there is change in PLC applicable to the said Apartment/Flat and such Apartment/Flat is not acceptable to the Applicant, an alternative Apartment/Flat with similar PLC shall be offered to the Applicant subject to availability. In the event that such Apartment/Flat with changed PLC is acceptable to the Applicant, the applicable PLC shall be payable or refundable as the case may be. In the event that Applicant does not accept such substitute Apartment/Flat and if there is no other Apartment/Flat of a similar PLC, then the Applicant shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Applicant on any delayed payment) along with simple interest thereon at the rate of 7.5% per annum within 3 (three) months of its intimation to the Company to this effect. No other claim monetary or otherwise, shall lie against the Company nor shall be raised otherwise or in any manner whatsoever by the Applicant. It is clarified that the term „change in PLC? shall include the case where a Apartment/Flat originally not having any PLC subsequently acquires PLC and vice-versa.
19. The Applicant understands and acknowledges that on account of modifications to the layout plan and/or for other reasons, when developed, the THE PALM may not include the said Apartment/Flat. In such a case or on account of deletion or reduction in the number of Apartment/Flats in the THE PALM or modification in its layout plan or due to any other reason whatsoever, the paid up Sale Consideration received against the said Apartment/Flat by the Company shall be refunded to the Applicant, along with simple interest thereon at the rate of 7.5% per annum excluding interest paid/payable by the Applicant on any delayed payment. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor shall be raised otherwise or in any other manner whatsoever by the Applicant.
20. The Applicant understands and agrees that the Company shall be entitled to charge PLC for all Apartment/Flats according to the prevalent policy of the Company. It is agreed by the Applicant that whichever Apartment/Flats are designated by the Company as being preferentially located, which may include those Apartment/Flats as are adjacent to or facing a green belt or park and the like, shall all be treated as preferentially located Apartment/Flats for the purpose of payment of PLC.
21. The Applicant understands and agrees that it shall not have any right to transfer/assign this Agreement in favour of any other Person. Not with standing this restriction, the Company may at its sole discretion permit such assignment/transfer of this Agreement in favour of a nominee on a case to case basis subject always to payment of the administrative and/or transfer in accordance with the Company?s policy from time to time as well as the execution of appropriate collateral documentation by the Applicant and the proposed assignee(s)/transferee(s) to the complete satisfaction of the Company in the format finalized by it. In the event the Applicant has obtained finance/loan against the said Apartment/Flat from any financial institution/bank, then a no objection certificate/letter (NOC) by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to the requested assignment/transfer, by the Applicant. It is however made clear that the Applicant does not have any enforceable right to demand assignment/transfer of its rights under this Agreement, the sole discretion of which rests with the Company and the Applicant agrees and consents that the Company is not bound to permit the requested assignment/transfer, even though it may have done so in any other person?s case previously or may do so subsequently.
22. In the event that any such request for assignment/transfer of rights under this Agreement is permitted by the Company, it shall always be subject to the applicable laws, rules, regulations and the directions of the government. The Applicant hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties, etc.), or other adverse consequence whatsoever on account of such permission being accorded by the Company on the request of the Applicant.
23. The Applicant(s) shall not sell, transfer, assign or part with his right, title, or interest, in the Apartment/Flat or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Company are fully paid and the Deed of Conveyance/Sale is executed in his favour. The Applicant(s) is/are, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Company, which may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution. First transfer is free. Only Rs. 15000/-administration charges shall be levied on the Applicant on the first transfer. However, all subsequent transfer shall attract a charge of Rs.50/- (Rupees Fifty only) perSq. Mtr.

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24. The Applicant shall not encroach upon or occupy any area or land outside its Apartment/Flat boundaries or any common areas under any circumstances whatsoever and shall park its vehicle at a designated place only.
25. The Applicant shall carry out the construction on the Apartment/Flat strictly in conformity with the Zoning Plan available with the Company/MSA for the said Apartment/Flat. The condition contained in this clause shall also survive the Conveyance of the said Apartment/Flat and run with the said Apartment/Flat within the meaning of Section 31 of the Transfer of Property Act, 1882, (“TPAct”).
26. The Applicant agrees and understands that it shall be responsible for construction on the said Apartment/Flat and for obtaining all the necessary permissions, sanctions and permits for the same at its sole costs and expenses. The Applicant undertakes to abide by all applicable laws, rules, bye-laws, notifications, circulars of the local authorities and shall conform, abide by and adhere to the same at all times The Applicant hereby indemnifies and agrees to keep the Company fully indemnified in this regard.
27. In the event of there being more than one/joint applicant for the said Apartment/Flat, all communications, demand notices, etc., shall be sent by the Company to that Applicant whose name appears first in the memo of parties/information given above. It shall be the responsibility of the first named Applicant to inform the Company by Registered A.D./UPC/Courier post about any subsequent changes in its address, if any, failing which all demand notices and letters posted at the latest address available with the Company will be deemed to have been received by the Applicant within 5 days from the dispatch of the letter or receipt of the letter by the Applicant whichever is earlier. The Company on its part shall accordingly be bound to inform the first named Applicant of any change in the Company’s address from the one given above.
28. The Applicant hereby authorizes and permits the Company to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the said Apartment/Flat or the THE PALM, either wholly or partially, subject to the condition that an NOC for the said Apartment/Flat shall be obtained from the said institution, company or bank before the execution of the Conveyance Deed or the execution of the Tripartite Agreement with the respective institution, company or bank, financing the said Apartment/Flat as the case may be.
29. The Applicant understands and agrees that under no circumstances shall, the payments made under this Agreement, be construed or deemed to create, in any manner whatsoever, a lien on the said Apartment/Flat in favour of the Applicant. The Applicant clearly understands that the ultimate Conveyance of the said Apartment/Flat in favour of the Applicant is contingent on the payment of the complete Sale Consideration and all outstanding dues and the due and faithful performance by the Applicant of all its obligations agreed and undertaken herein.
30. In case the Applicant is NRI/PIO/FNIO, the Applicant further agrees that it shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999(FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Application. The Applicant agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall alone be liable for any action under FEMA. The Applicant shall keep the company fully indemnified and harmless in this regard.
31. The compliance hereof, by the Company shall be subject at all times to Force Majeure circumstances, and any event beyond the reasonable control of the Company by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Company’s ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries; e) war and hostilities of war, riots or civil commotion; f) non-grant, refusal, delay, withholding or cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the completion certificate and/or any other approvals/certificate as may be required; g) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a court of law; h) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement; i) economic recession; j) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure, the Company shall be entitled to corresponding extension of time for performance of its obligations under this Agreement.
32. The Applicant further agrees that, if on account of force majeure conditions, the Company if decides in its sole discretion to abandon the THE PALM project, then in that event the Applicant hereby authorizes the Company to refund the amounts received from him/them excluding interest paid/payable by the Applicant on any delayed payment and the Applicant hereby confirms that he shall not have or make any other claim against the Company.
33. Notwithstanding any other provisions of this Agreement, the Applicant agrees that if it fails, ignores or neglects to take the possession of the said Apartment/Flat in accordance with the Notice of Possession sent by the Company or fails to get the Conveyance Deed executed in accordance with the Offer of Conveyance within the stipulated period mentioned therein, the Applicant shall also be liable to pay at the rate of Rs. 50/- (Rupees Fifty only) per month per sq. Ft. Of the area of the said Apartment/Flat (“**Holding Charges**”) from the date stipulated for compliance thereunder. The Holding Charges shall be a distinct charge in addition to the Maintenance Charges and not related to any other charges/consideration as provided in this Agreement.
34. Subject to Force Majeure and further subject to the Applicant having complied with all its obligations under the terms and conditions of this Agreement, and the Applicant not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration, Stamp Duty and other charges/fees/taxes/levies and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company proposes to make the Offer of Conveyance for the said Apartment/Flat to the Applicant within a period of 12 months from the date of execution of the Agreement (“**Commitment Period**”). The Applicant further

Applicant's Signature

agrees and understands that the Company shall additionally be entitled to a period of 9 (Nine) Months (“**Grace Period**”), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.

35. Subject to the condition contained above, if the Company fails to make the Offer of Conveyance for the said Apartment/Flat to the Applicant by the end of the Grace Period, it shall be liable to pay to the Applicant compensation calculated at the rate of Maximum Rs. 10/- (Rupees Ten only) per sq.Ft. (“**Delay Compensation**”) of the area of the said Apartment/Flat for every month of delay thereafter until the actual date fixed by the Company for making the Offer of Conveyance for the said Apartment/Flat to the Applicant. The Applicant shall be entitled to payment against such „Delay Compensation? only after completion of all documentation including registration of the Conveyance Deed.
36. Subject to the conditions contained above, the Company shall notify the Applicant in writing to pay the balance Sale Consideration as per the Payment Plan along with any other dues as may be payable, sign the Maintenance Agreement and/or other documents as may be prescribed by the Company and thereafter to come for execution and registration of Conveyance Deed (“**Offer of Conveyance**”). Thereafter, after conducting demarcation for handing over, the possession of the said Apartment/Flat shall be handed over to the Applicant on the date communicated to the Applicant by a notice of possession for the said Apartment/Flat (“**Notice of Possession**”).
37. Notwithstanding anything contained in this Agreement, timely performance by the Applicant of all its obligations under this Agreement, including without limitation, its obligations to make timely payments of the Sale Consideration, including any interest, in accordance with this Agreement shall be of essence under this Agreement. If the Applicant neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Company any of the instalments or other amounts and charges due and payable by the Applicant by respective due dates, the Company shall be entitled to cancel the allotment and terminate this Agreement in the manner described hereunder.
38. In case any breach committed by the Applicant is incapable of rectification or is in the opinion of the Company unlikely to be rectified by the Applicant or is such where the breach is repeated or is continuing despite the Applicant being given an opportunity to rectify the same, then this Agreement may be cancelled by the Company at its sole option by written notice (“**Notice of Termination**”) to the Applicant intimating to it the decision of the Company to terminate the Agreement and the grounds on which such action has been taken.

In all other cases not covered under this clause, the Company shall give to the Applicant a notice calling upon it to rectify the breach set out in the said notice within the time given therein. In the event that the Applicant fails to establish to the satisfaction of the Company that the said breach has been rectified by it within the time specified in the said notice, the Company may terminate this Agreement in the manner set out in this clause above and to the same effect.

39. For the removal of doubts, it is clarified that notwithstanding the pendency of any consequential event or act of the Parties such as, whether or not the refund cheque has been dispatched by the Company, or if dispatched, it has not been received by the Applicant or if received, such refund cheque remains uncashed by the Applicant, the mere dispatch of the Notice of Termination by the Company would be deemed to sufficiently and by itself constitute Termination of this Agreement and no further act on the part of the Company would be necessary for this purpose.

It is further clarified that immediately on dispatch of the Notice of Termination, the Company shall be entitled to re-allot the said Apartment/Flat afresh to any other person and the Applicant agrees and undertakes that it shall not object thereto nor seek any legal relief so as to prevent such re-allotment.

40. The Applicant understands, agrees and consents that upon such termination, the Company shall be under no obligation save and except to refund the amounts already paid by the Applicant to the Company, without any interest, and after forfeiting and deducting the Earnest Money, brokerage/commission/charges, service tax and other amounts due and payable to it including any interest accrued on delayed instalments and late payment charges, only after resale of the said Apartment/Flat. Upon termination of this Agreement save for the right to refund, if any, to the extent agreed hereinabove., the Applicant shall have no further right or claim against the Company, which, if any, and shall be deemed to have been waived and the Applicant hereby expressly consents thereto.

The Company shall thenceforth be free to deal with the said Apartment/Flat in any manner whatsoever, in its sole and absolute discretion and in the event that the Applicant has taken possession of the said Apartment/Flat, then the Company shall also be entitled to re-enter and resume possession of the said Apartment/Flat and everything whatsoever contained therein and in such event, the Applicant and/or any other person/occupant of the said Apartment/Flat shall immediately vacate the said Apartment/Flat and otherwise be liable to immediate ejection as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Company against the Applicant.

41. The Company shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement in the manner described above, in case in the opinion of the Company,
- (a) the allotment of the said Apartment/Flat has been obtained through misrepresentation and concealment or suppression of any material fact, OR
 - (b) the Applicant has violated or violates any of the directions issued, rules and regulations framed by the Company or the MSA or by any statutory body or Competent Authority, OR
 - (c) if the Allottee by its conduct or actions, vitiates the spirit and essence of this Agreement.

The condition contained in part (a) and (b) of this clause shall survive the Conveyance of the said Apartment/Flat and shall attach with the said Apartment/Flat within the meaning of Section 31 of the TP Act.

42. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the Parties.

The Applicant hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant hereby accepts and agrees this shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration.

The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator at Panjim, Goa. The language of the arbitration proceedings and the Award shall be Hindi or English. Both the Parties will share the fees of the Arbitrator in equal proportion.

Applicant's Signature

43. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the Courts at Panajim, Goa and the Mumbai & Goa High Court at Panajim, Goa alone shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Agreement, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this application. I/We are fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of my/our obligations set out in this application and the Agreement and I/we shall be liable for any default committed by me/us in abiding by the terms and conditions of set out in this application and/or the Agreement. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of Earnest Money along with Non Refundable Amounts, as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of cancellation of my/ our allotment, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this application, I/we shall be left with no right, title interest or lien left on the Apartment/Flat applied for and/or allotted to me/us in any manner whatsoever.

Date _____

Signature of the Applicant(s)

Place _____

Applicant's Signature



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