

Application Form

Date of Application – ____/____/201____

To,

(1) **Evershine Builders Private Limited**
215, Veena Beena Shopping Centre,
Opp. Bandra Station,
Bandra (West),
Mumbai 400 050
("Evershine")

(2) **Bombay Real Estate Development
Company Private Limited,**
Noshirwan Mansion,
3rd Floor, Henry Road,
Colaba,
Mumbai 400 005
("BREDCO")

Dear Sir,

I/We, am/are desirous of you, earmarking in my/our favour, proposed residential flat no. [•] on the [•] floor of the proposed building currently named "Evershine Crown", being developed (as a separate project) upon a portion of the land bearing [•] situate at Poisar Village, (Thakur Village), Kandivali (East), Mumbai 400 101 ("Flat"), along with the benefit of the use of [•] parking space/s as an amenity attached to the Flat ("Parking Space/s).

(1). APPLICANT DETAILS (ALL FIELDS ARE MANDATORY)

Applicant Name(s) (BLOCK LETTERS)	Relation with Primary Applicant	Date of Birth	Marriage Anniversary	Pan Number	Aadhar Number

Residential Status : ☐ (a) Resident Indian ☐ (b) Non Resident Indian
☐ (c) Person of Indian origin (PIO) ☐ (d) Overseas Citizen of India (OCI)
If (b) or (c) or (d), City _____ and Country _____

Residential address : _____

Mobile No. (Main & alternate) Main _____ Alternate _____

Email Address : _____

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Co-Applicant 3

Power of Attorney (if applicable)

Constituted Attorney's name

(if applicable): _____

Constituted Attorney's address

(if applicable): _____

(NRIs/PIOs to mention

their Indian address here) City _____ State _____

Country _____ Pin _____

Correspondence Address : _____

(NRIs/PIOs/OCIs to mention their _____

Foreign address here) City _____ State _____

Country _____ Pin _____

Mobile No. (Main & alternate) Main _____ Alternate _____

Email Address : _____

Additional Information (only for NRIs/ PIOs/OCIs)

Contact person in India for the Applicant/s:

Name: _____

Correspondence Address: _____

Tel. No. (ISD/STD Code): _____ Fax No. (ISD/STD Code): _____

Mobile No: _____

NRO Account No.: _____

Name of the Bank and Branch: _____

NRE Account No.: _____

Name of the Bank and Branch: _____

FCNR Account No.: _____

Name of the Bank and Branch: _____

Other Entity Or Organisation

Name of the entity/organization: _____

Primary Applicant Co-Applicant 1 Co-Applicant 2 Co-Applicant 3

Registered Office/Head Office Address: _____

Tel. No. (ISD/STD Code): _____ Fax No. (ISD/STD Code): _____

Date of incorporation or formation: _____

Address for correspondence: _____

Tel. No. (ISD/STD Code): _____ Fax No. (ISD/STD Code): _____

Name of authorized signatory with designation: _____

Tel. No. (ISD/STD Code): _____ Fax No. (ISD/STD Code): _____

Contact Person in Mumbai with designation: _____

Tel. No. (ISD/STD Code): _____ Fax No. (ISD/STD Code): _____

IT PAN/GIR No.: _____

Board Resolution dated: _____ authorising the individual to execute this Application Form (certified copy enclosed)

Resolution dated: _____ authorising the partner to execute this Application Form (certified copy enclosed)

Letter of consent dated: _____ authorising the individual/coparceners to execute this Application Form (copy enclosed)

**(2) TENTATIVE FLAT DETAILS AND PROPOSED CONSIDERATION AMOUNT
(ALL FIELDS ARE MANDATORY)**

Flat Particulars: (Provisional)	Accommodation Type:	
	Building name: Evershine Crown	
	Flat No:	Floor No:
	Wing:	Type:
	Parking space(s):	Type:
	Tentative Carpet Area (in sq. mtrs.) ¹	Tentative Carpet Area (in sq. feet.) ²
	Tentative Balcony Area (in sq. mtrs.) ³	Tentative Balcony Area (in sq. feet.) ⁴

¹ The Carpet Area is as per The Real Estate (Regulation and Development) Act, 2016, that is, the net usable floor area thereto inclusive of internal partition walls but excluding service shafts and external walls.

² The Carpet Area is as per The Real Estate (Regulation and Development) Act, 2016, that is, the net usable floor area thereto inclusive of internal partition walls but excluding service shafts and external walls.

³ "Balcony" means the exclusive balcony, open terrace, or verandah appurtenant to the net usable floor area of the Flat, and exclusively attached to the use of the Flat.

⁴ "Balcony" means the exclusive balcony, open terrace, or verandah appurtenant to the net usable floor area of the Flat, and exclusively attached to the use of the Flat.

Primary Applicant

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Co-Applicant 2

Co-Applicant 3

	⁵ Tentative Total Area (in sq. mtrs.)	Tentative Total Area (in sq. feet.) ⁶
⁷ Consideration Value: Rs. (Other charges as per Annexure 'A')		
Payment Plan opted:	Construction-linked Payment Plan ☐ Down Payment Plan ☐	
Details of Marketing Personnel & Channel Partner:		
Mode of Application: Direct/Channel Partner:		
Name and Signature of Marketing Personnel:		
Marketing Executive Marketing Manager	Channel Partner's Seal & Signature, if applicable	

(3). HOW DID YOU COME TO KNOW ABOUT THE PROJECT

(Please tick mark the appropriate box)

☐ Direct Newspaper/Magazines/Hoardings/Exhibitions/Aware of Evershine/Vicinity/Contact center/Event/Existing Customer/Evershine's Staff (Please tick mark the appropriate direct source)

☐ Corporate Please specify company name _____

☐ Referral Referred by _____ Mob no. _____
Email ID _____

☐ Broker Firm Name _____ Mob no. _____
Maha RERA Registration No. _____

Name of Proprietor/Partner _____

Brokerage payable (%) _____ Broker Signature _____

If Source is "Broker", then the Broker needs to submit his/her self-attested copies of -

(a) Pan Card copy (mandatory) (b) Goods & Services Tax Certificate copy
(if applicable)

(c) Maha RERA Registration Copy (d) Business Card

⁵ "Total Area" means the Carpet Area and Balcony collectively.

⁶ "Total Area" means the Carpet Area and Balcony collectively.

⁷ Including but not limited to water & electric connection, piped gas, Infrastructure, maintenance, legal charges, deposits etc., and excluding Goods & Services Tax, Stamp Duty, Registration charges & any other taxes and levies

Primary Applicant

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Co-Applicant 3

- Note: (1) Signature on PAN Card should match the signature on Tax invoice.
(2) Address on Goods & Services Tax certificate should match address on Tax invoice.

Brokerage cheque favoring _____

(The favoring should be the same as the one mentioned on the Customer Inquiry Form (CIF) at the time the customer had first walked into the site sales office or Head Office)

(4) MANDATORY BASIC INFORMATION

Occupation ☐ Self-employed/Professional ☐ Business owner ☐ Service

Name of the company _____

Designation _____

Office Address _____

City _____ State _____

Country _____ Pin _____

Purpose of proposed purchase ☐ Self-occupation ☐ Investment

Source of funding Own source Rs. _____ Bank Loan Rs. _____/-

If Loan, Bank name and Branch _____

Is the loan sanctioned? Yes/No

Contact details _____

(5) APPLICATION AMOUNT PAYMENT DETAILS (ALL FIELDS ARE MANDATORY)

I, We am/are enclosing cheque/Demand draft/RTGS/NEFT of the following details as application amount pending earmarking by Evershine as the Application Amount:

Cheque no/Draft no/UTR Code _____ Dated: ____/____/201____

Drawn on _____ Bank, _____ Branch

Application Amount Rs. _____/- (Rupees _____ Only.

(6) PAYMENT SCHEDULE

As discussed and agreed, I/we agree to make payments for the Flat applied for in accordance with the Payment Schedule shared with me/us as part of the cost sheet by the Sales Manager. I/We further declare that I/we have a copy of the aforementioned cost sheet in my/our custody

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Co-Applicant 3

and I am/we are aware of my/our responsibilities of timely payments and my/our liability to pay Interest⁸ in case of delayed payment from my/our end.

For Office Use Only:

(1). Application ☐ Accepted ☐ Rejected

(2). Details of Flat applied for:

Accommodation Type:		
Flat Particulars: (Provisional)	Project: Evershine Crown	
	Flat No.	Floor No:
	Tower:	Wing:
	Block No.	Type:
	Tentative ⁹ Carpet Area (in sq. mtrs.)	Tentative Carpet Area ¹⁰ (in sq. feet)
	¹¹ Tentative Balcony Area (in sq. mtrs.)	Tentative Balcony Area ¹² (in sq. feet)
	¹³ Tentative Total Area (in sq. mtrs.)	Tentative Total Area ¹⁴ (in sq. feet)
	Parking space(s):	Type:
¹⁵ Consideration Value: Rs. ()/-		
Payment Plan opted:	Construction-linked Payment Plan ☐ Down Payment Plan ☐	

(a). Application amount of Rs. _____ (Rupees _____ Only)
received vide Demand Draft/Pay Order/Cheque No. _____ dated _____
drawn on _____ in favour of "[•]".

(b). Number of holders: _____

(c). Mode of application:

⁹ The Carpet Area is as per The Real Estate (Regulation and Development) Act, 2016, that is, the net usable floor area thereto inclusive of internal partition walls but excluding service shafts and external walls

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¹² "Balcony" means the exclusive balcony, open terrace, or verandah appurtenant to the net usable floor area of the Flat, and exclusively attached to the use of the Flat.

¹³ "Total Area" shall mean the Carpet Area and Balcony collectively.

¹⁴ "Total Area" shall mean the Carpet Area and Balcony collectively.

¹⁵ Including but not limited to water & electric connection, Piped Gas, Infrastructure, maintenance, legal charges, deposits etc., and excluding Goods & Services Tax, Stamp Duty, Registration charges & any other taxes and levies.

Direct _____ (reference, if any) _____

Broker (Name) : _____

Broker's details: Affix name and Rubber Stamp of Broker, address, telephone nos. : _____

Checklist:

A	For Individual Applicant:	
1	Application Form duly filled in and signed by all Applicants	
2	At Par Cheque/Demand Draft towards provisional Application Amount	
3	2 photographs of all Applicants	
4	Payment schedule	
5	Self attested Photo Identity proof of all applicants (Passport /Voter's ID/Driving Licence/PAN Card/Aadhar Card)	
6	Self attested copy of residential proof	
7	In case of NRI, self attested documents for residential status	
8	Copy of passport and account details (for NRIs and PIOs to make payment through NRI/NRO/Foreign Currency Accounts only)	
B	For Corporate Applicant:	
1	Application Form duly filled in and signed by all Applicant(s)	
2	At Par Cheque/Demand Draft towards provisional allotment money	
3	Attested copy of Memorandum & Articles of Association	
4	Payment Schedule	
5	Self attested copy of PAN Card	
6	Self attested copy of address proof	
7	Board Resolution in favour of signatory for signing the application/documents	
8	If Partnership firm, attested copy of Partnership Deed	
9	If Proprietorship concern, attested copy of Bank Account of Applicant	

C. Remarks, if any _____

(Authorised Signatory)

(Name & Signature of Sales Head)

Name: _____

Date: _____

(8). TERMS AND CONDITIONS

- (i). All the above information and particulars provided by me/us in this application is/are true and nothing is concealed or suppressed and, if there is any change I/We undertake to inform Evershine and BREDCO promptly of the same. This Application Form shall be liable to be summarily rejected and earmarking shall stand cancelled if any defect or deficiency is detected, even if earmarking in my/our favour has/have been made.

Primary Applicant Co-Applicant 1

Co-Applicant 2

Co-Applicant 3

- (ii). I/We am/are aware that all communications shall be sent by Evershine only to the Primary Applicant at his/her/its address and/or e-mail ID and the same shall be deemed to be sent to and received by all the applicants.
- (iii). I/We am/are aware that this application does not constitute offer of allotment or earmarking and the earmarking of the Flat and Parking Spaces/s including the location of the parking space/s may be confirmed by Evershine, in its sole discretion by issuing a Letter of Allotment, earmarking the same, duly signed by an Authorized Signatory of Evershine and BREDCO.
- (iv). The Application Fee for the Unit is 10% of the Consideration Value of the Unit. Subject to realisation of payment of 10% of the Application Fee, the Applicant/s shall, within a period of [•] days from payment of the aforesaid amount of 10%, execute and register the Agreement for Sale with respect to the Unit and the Application Amount shall be adjusted towards purchase price of the Flat. Until the Agreement for Sale shall be executed and registered, the amount paid by me/us to you shall remain with you as deposit without interest. The balance consideration amount shall be paid in accordance with the terms and conditions of the Letter of Allotment, if any, to be issued by Evershine and BREDCO including those relating to timely payment of the same and payment of interest in case of delay.
- (v). I/We am/are aware that if I/we fail to execute and register the Agreement for Sale within the time period as specified hereinabove or withdraw/cancel this Application voluntarily, then this Application shall be treated as terminated/cancelled and Evershine and BREDCO shall be entitled to retain/adjust and appropriate upto itself, 2% of the Application Fee as and by way of agreed liquidated damages plus taxes as applicable and shall refund to me/us the balance amounts, if any received by Evershine and BREDCO from the Applicant/s towards the Application Amount of the Flat, without any interest thereon, within 30 (thirty) days from the date of termination of the Application. I/We confirm that retention/adjustment of the sum of 2% of, the Application Amount as above is mutually agreed as liquidated damages and not penalty. Further, if any additional liability towards tax, cess or duties or towards any interest, penalty or such liability of whatsoever nature will be caused to you on account of delay on my/our part to execute and register the Agreement for Sale, I/We will be liable to reimburse to you the such amounts.
My/Our Bank Account No. is _____ and Bank is _____ Branch _____. I/We hereby authorize you to deposit my/our deposit refund to my/our above account.
- (vi). In addition to the aggregate amount of the cost of the Flat, I/We shall pay other charges including but not limited to Electric Meter Charges, Water Meter Charges, Mahanagar Gas Connection Charges, Share Application and Entrance Fees, Society/Apex Body Formation & Registration Charges, Legal Charges, Corpus, Club Subscription Charges, Development Charges, Proportionate Share of Municipal Taxes and Outgoings, etc.
- (vii). I/We am/are aware that the building in which the Flat is/shall be located, is part of a larger layout as shown on the tentative/proposed plan and the terms and conditions regarding development of the layout, to the extent as applicable to me/us, will be binding upon me/us. I/We also confirm that the location of the apartment as shown on the tentative/proposed plan is only to indicate my/our preference and not binding upon Evershine.
- (viii). I/We am/are aware that amenities will be provided in the Flat will be standard amenities.
- (ix). Applicable stamp duty, registration charges, Goods & Services Tax or any other applicable tax levied by the State or Central Government or any other authority in whatever name called, in respect of the Flat or sale thereof or on the transaction or on the consideration amount, as the case may be, shall be borne and paid by me/us additionally, as may be intimated by Evershine and BREDCO. I/We shall pay TDS as applicable on the aggregate amount of the cost of the Flat, Goods & Services Tax, as per the provisions of Income Tax Act, 1961 and Evershine and BREDCO shall not be responsible for the same. In the event of my/our failure

to submit the original self-attested Form 16B to you, I/we shall not be entitled to claim credit in respect of the TDS paid.

- (x) I/We am/are aware that in case remittances related to allotment/purchase of the Flat are made by non-resident(s)/foreign national(s) of Indian origin, it shall be my/our sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws and I/we shall provide Evershine and BREDCO with all the requisite permission/approvals in respect of the transaction and keep Evershine and BREDCO fully indemnified for any harm or injury caused to it for any reason whatsoever.
- (xi). I/We declare, agree and confirm that the Application Amount paid by me/us under this Application Form is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations") and in case Evershine and/or BREDCO become/s aware and/or in case Evershine and/or BREDCO is/are notified by statutory authorities of any instance of violation of Money Laundering Regulations, then Evershine and BREDCO shall at its sole discretion be entitled to reject this Application Form or to cancel/terminate the Letter of Allotment (if executed) and/or the Agreement for Sale (if executed). Upon such termination, I/we shall neither have any right, title or interest in the Flat nor have any claim/demand against Evershine and BREDCO and all amounts paid by me/us shall be refunded by Evershine and BREDCO to me/us in accordance with the terms of Application Form/ Letter of Allotment/Agreement for Sale only after I/we furnish to Evershine and BREDCO a no-objection/consent letter from the statutory authorities permitting such refund of the amounts.
- (xii). I/We am/are fully aware of the consequences arising on account of cancellation of this application by me/us and/or revocation of earmarking by you on account of my/our non-payment on or before the respective due dates.
- (xiii). I/We am/are aware that this application is non-transferable.
- (xiv). I/We acknowledge, agree and undertake that I/we shall neither hold Evershine and/or BREDCO and/or any of its/their sister concerns/affiliates liable/responsible for any representation/s, commitment/s, /offer/s made by any third party to me/us nor make any claims/demands on Evershine and/or BREDCO or any of its/their sister concerns/ affiliates with respect thereto.
- (xv). I/We am/are aware that if for any reason Evershine and BREDCO reject this Application Form and/or unable to earmark the Flat in my/our favour for any reason whatsoever, no claim/objection/dispute of any nature or otherwise would be raised by me/us and the Application Amount paid by me/us will be refunded to me/us or to the person duly authorised by me/us in that behalf, by Evershine and BREDCO in full, without any interest, within thirty days from the date of written intimation given to me/us in this regard. The refund of the Application Amount as mentioned in the foregoing shall be construed as sufficient discharge of all obligations of Evershine and BREDCO under the law or otherwise. I/We have provided my bank details in terms and condition no.(v) above. I/We hereby authorize you to deposit my deposit refund to my above account.
- (xvi). I/We are aware that in case any cheque tendered by us is dishonored for any reason whatsoever, then Evershine and BREDCO shall be fully entitled to reject this Application Form.
- (xvii). In the event of cancellation/ termination of this Application Form or the Letter of Allotment (if executed)/ Agreement for Sale (if executed), all documents executed/received by me/us

and Evershine and BREDCO in furtherance thereto shall stand cancelled/terminated for all intents and purposes and I/we shall return all documents (in original) to Evershine.

- (xviii). I/We have fully read and understood all the terms and conditions set out in this Application Form and do hereby solemnly agree, undertake and covenant to abide and be bound by all the terms and conditions which may be set out by Evershine and BREDCO in the Letter of Allotment (if executed) and the Agreement of Sale (if executed) in respect of purchase of the Flat by me/us including the area, sale consideration, estimated other charges and payment terms as set out herein.
- (xix). I/We submit herewith self-attested photocopies of the following documents along with the Application Form. Originals have been produced for verification to the sales manager.
- a. For identity proof – PAN Card copy – mandatory.
 - b. For residence address proof – any one of MTNL/Electrical Bill/Property Tax Receipt/Pass Port Copy – mandatory.
 - c. For signature and date of birth proof – any one of Aadhar, Voter ID, Pass Port, Driving Licence – mandatory.

I/We am/are applying on the basis of the above terms and conditions which I/we have read and understood and agreed upon.

Checked & Verified by

Manager, Sales

Primary Applicant

Co-Applicant 1

Co-Applicant 2

Co-Applicant 3