

# APPLICATION FOR ALLOTMENT

Date of Application

Application Reference No.

**MahaRERA Registration Number:**\_\_\_\_\_.

For details, visit: <http://maharera.mahaonline.gov.in>

# Application for Allotment

1. **Applicant(s) Personal Details:**

First Applicant	Second Applicant	Third Applicant
<div>Applicant(s) Photograph (mandatory) Do not staple</div>	<div>Applicant(s) Photograph (mandatory) Do not staple</div>	<div>Applicant(s) Photograph (mandatory) Do not staple</div>
Mr. / Ms. / Mrs./ Dr. / M/s HUF / Company / Trust / Society	Mr. / Ms. / Mrs./ Dr. / M/s HUF / Company / Trust / Society	Mr. / Ms. / Mrs./ Dr. / M/s HUF / Company / Trust / Society
Name	Name	Name
Personal Email ID	Personal Email ID	Personal Email ID
Mobile No.	Mobile No.	Mobile No.
Occupation	Occupation	Occupation
Name Of Company	Name Of Company	Name Of Company
Official Email ID	Official Email ID	Official Email ID
Official Contact No.	Official Contact No.	Official Contact No.

## 2. Applicant KYC Details

	First Applicant	Second Applicant	Third Applicant
Date of Birth	DD / MM / YYYY	DD / MM / YYYY	DD / MM / YYYY
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Single	<input type="checkbox"/> Married <input type="checkbox"/> Single	<input type="checkbox"/> Married <input type="checkbox"/> Single
Wedding Anniversar	DD / MM / YYYY	DD / MM / YYYY	DD / MM / YYYY
Residenti al Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident
If Non-Residen t	COUNTRY	COUNTRY	COUNTRY
PAN Card No.			
Aadhaar Card No.			
Passport No.			

a) Correspondence Address, including Landmark & Pin Code

P I N \_\_\_\_\_

b) Permanent Address

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PIN

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### **~~3. Residential Flat Details (“Residential Flat”)~~<sup>#</sup>**

Flat No.		Floor No.	
Building		Tower	
Carpet Area*	Square Meters	Square Feet	
Balcony Area	Square Meters	Square Feet	

Other Appurtenant Area	Square Meters	Square Feet	
Exclusive Open/Garden Area for Ground Floor Units	Square Meters	Square Feet	
Flat Type (BHK)	<input type="checkbox"/> ____ BHK   <input type="checkbox"/> ____ BHK		
Type & No. of car parks	<input type="checkbox"/> 1 Covered Car Park   <input type="checkbox"/> 2 Covered Car Parks in Multi Level Car Park		

\* Carpet Area shall have the meaning ascribed to it under the provisions of RERA.

4. **Pricing (Refer attached detailed flat price sheet annexed hereto as 'Annexure A' herein)#:**

Sales Consideration	
Other Charges	
Taxes/Goods & Services Tax	

5. **TDS** – The Applicant(s) shall deduct the applicable Tax Deduction at Source (TDS) at the time of payment of each installment of Sale Consideration and as per the applicable provisions of the Income Tax Act, 1961 and with effect from 1st September, 2019, includes all charges of the nature of club membership fee, car parking fee, electricity and water facility fee, maintenance fee, advance fee or any other charges of similar nature, which are incidental to transfer of any Residential Flat and provide a copy of challan to the Promoter and submit the Original TDS Certificate (in Form 16B) with the Promoter within prescribed timelines as provided in the Income Tax Act, 1961.

6. **Source of Bookings**

Channel Partner

Referral

Exhibition

Employee

Corporate

Hoarding

Pre-sales

Radio

Brochure

Print

Walk-in

Others

If Channel Partner booking/Customer Referral.

Name\*\_\_\_\_\_RERA Reg. No.(CP Only)\*\_\_\_\_\_

Organisation\*\_\_\_\_\_

Mobile No. \*\_\_\_\_\_Email ID\*\_\_\_\_\_

If Others \_\_\_\_\_

7. **Checklist of Documents Submitted**

1	Booking Amount ( <i>in Rs.</i> )			
A	Mode of Payment ( <i>please put a tick</i> ✓)	Cheque	Online: NEFT / RTGS	
B	Instrument No./UTR No.			
C	Bank and Branch			
	( <i>Please put a tick</i> ✓ <i>for all in list below</i> )	Applicant 1	Applicant 2	Applicant 3
2	Aadhaar ( <i>copy</i> )			
3	PAN Card( <i>copy</i> )			
4	Passport ( <i>copy</i> )			

5	For PIO/NRIs			
A	Copy of Passport			
B	Copy of Bank Account Details			
6	For Companies/LLPs			
A	Certificate of Incorporation-CIN/LLPIN			
B	MOA/AOA/Deed of Partnership			
C	Board Resolution /Authority			
7	For Firm(s): Partnership Deed and Resolution			

**Terms & Conditions:**

*The other terms and conditions governing this Application for Allotment (“**Application**”) of a Residential Flat applied for by the Applicant(s) have been set out herein. The Applicant(s) is/are required to sign all pages of this Application as a token of their acceptance of the same.*

1. The Applicant(s) is informed that this Application is in relation to booking of residential flat in Tower/Building, known as \_\_\_\_\_ which is presently being developed and which is registered as separate real estate project (“**Real Estate Project**”) by the Promoter with the RERA authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the other applicable laws, rules and regulations by Image Realty LLP (“**the Promoter**”) as a phase of the project “Yahavi” (sector OCR 9) on part of land admeasuring 24518.05 sq mtr bearing Gat No. 1265,1171 and 1197 of Village Lavale, Taluka Mulshi and District Pune and forming part of the larger project named “Vanaha” being developed by the Promoter, which is more particularly described in the proforma of the Agreement for Sale (“**Agreement for Sale**”).
2. ICICI Home Finance Company Limited (“**ICICI Home Finance**”) has financed and is the lender for the project Yahavi (Sector OCR-9) and the development rights/assets of the aforesaid project have, inter alia, been charged/mortgaged in favor of ICICI Home Finance. and any sale consideration in respect of the flats in the project including “\_\_\_\_\_” are required to be deposited by customers/prospective customers directly in the designated collection account.
3. The Applicant(s) has/have clearly understood that the Agreement for Sale, upon its execution and/ or registration, shall supersede the terms and conditions set out in this Application. Any purchaser in the Real Estate Project shall be governed by the terms and conditions of the Agreement for Sale to be entered into between the parties, and no details mentioned in this Application shall in any way govern such transactions unless as may be otherwise expressly provided in such Agreement for Sale by the Promoter. The Applicant(s) agree(s) to abide by all applicable laws.
4. Within 30 days from the date of booking, subject to payment of initial \_\_\_\_\_% of the Sale Consideration by the Applicant(s) plus applicable stamp duty and registration charges (“**SDR**”), the Applicant(s) will execute the Agreement for Sale as required under Section 13 of RERA and register the Agreement for Sale under the Registration Act, 1908.
5. The Promoter will not entertain any request for modifications in the internal layouts, fittings, flooring etc., of the Residential Flat and in the exterior façade of the Tower(s).
6. The common areas, amenities and facilities are mentioned and is subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale for the said Real Estate Project. Some of the common areas, amenities and facilities (as listed in the proforma Agreement for Sale) for the Complex and/or layout shall be completed in phase wise manner and may not be available till the project is completed.
7. The Applicant(s) has/have inspected the location of the project. The Applicant(s) confirm(s) that he/she/they has/have examined all documents and information uploaded by the Promoter on the website of the RERA authority at <https://maharera.mahaonline.gov.in> and have understood the documents and information in all respects.
8. The Applicant(s) has/have read all the materials which have been given by the Promoter(s) including with regard to the said Residential Flat and all sanctions/ sanctioned plans/ approvals/ NOCs/ the stage wise time schedule of completion including the provisions for civic infrastructure like water, sanitation and electricity/ title documents.

9. The Applicant(s) authorise(s) the Promoter to send service and progress updates in relation to the said Residential Flat by SMS, email and/or letter. The Applicant(s) has/have authorised the Promoter(s) to call and send (or cause to call and send) updates and promotional communication even though the Applicant(s) may be registered under do not call (DNC).
10. The Promoter(s) reserves the right to reject the Application with or without assigning any reason whatsoever including in the event of any misrepresentation of any of the terms as set out in this Application.
11. All correspondence will be made with the Applicant(s) at the address for correspondence as indicated in this Application, unless the address is changed by the Applicant(s) by placing a formal 15 (fifteen) days advance request to the Promoter(s) in writing.
12. In the event the Applicant(s) fails to make payment of any amount on or before its due date including any installment of the Sale Consideration and/or Other Charges, SDR, etc., (on or before the execution and registration of the Agreement for Sale) and/or in the event the Applicant(s) refuses to execute and/or register the Agreement for Sale within the timelines mentioned in flat price sheet, then and without prejudice to the rights and remedies available with the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making such payment (“**Interest**”), the Promoter shall be entitled to cancel and terminate the allotment of Residential Flat. Provided that, the Promoter shall give prior written notice of 15 (fifteen days) to the Applicant(s) of its intention to cancel and terminate the allotment setting out the breach or breaches on the part of the Applicant(s) (“**said Notice**”). If the Applicant(s) fail(s) to rectify such breach or breaches within the said Notice period, including making payment of any outstanding dues together with accrued Interest, then the Promoter shall be entitled to cancel and terminate the allotment by issuing a written notice to the Applicant(s). Upon any such termination and cancellation, the Promoter shall be entitled to forfeit any and all amounts paid (including the entire booking amount) as agreed genuine pre-estimate of liquidated damages which the Applicant(s) hereby agree(s) and confirm(s). The SDR, taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Applicant(s) in respect of the said Residential Flat shall be borne by the Applicant(s) and the Promoter shall not be liable to refund/reimburse the same. The Applicant(s) shall not raise any objection in future whatsoever in this regard.
13. The Applicant(s) agree that SDR in relation thereto as also any reimbursable expenses and / or any other service charges/ taxes / duties / levies / cess / deposits existing or imposed in future by Government or any other statutory / appropriate authorities whether prospectively or retrospectively as per statutory notification shall be borne and paid/reimbursed by the Applicant(s) alone and the Promoter shall never be liable, responsible and/ or required to bear and/ or pay the same or any part thereof.
14. All payments should be made either by way of cheque, payable at par/Demand draft/NEFT/RTGS towards the heads stated as under in the below mentioned accounts only:

- ❖ **For SDR:** By Cheque Only - Account Payee Name: \_\_\_\_\_
- ❖ **For amounts payable towards flat cost:**

Beneficiary Name	
Bank Name	
Bank Branch Address	
Account Number	
IFSC Code	
SWIFT Code	

- ❖ **For amounts payable towards GST:**

Beneficiary Name	
Bank Name	
Bank Branch Address	
Account Number	
IFSC Code	
SWIFT Code	

15. The SDR, rates and taxes are subject to revisions as per statutory requirement as may be applicable (including change in interpretation of law) from time to time without any prior notice.
16. The Applicant(s) undertake to make payments as per the payment schedule in the annexed flat price sheet as applicable. In case of any delay in making payment, it will attract Interest and GST, as applicable thereon, on the total outstanding and the same shall not in any manner prejudice any of the Promoter(s) rights hereunder or otherwise under law.
17. The Sale Consideration and Other Charges as mentioned herein excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Residential Flat and/or this application for allotment). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this application and/or on the transaction contemplated herein and/or in relation to the said Residential Flat, shall be borne and paid by the Applicant/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
18. If any rate of tax on output, as mentioned in the applicable Residential Flat cost sheet, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the contract, which was or will be assessed on the Promoter in connection with performance of the contract, an adjustment of the contract price shall be made by addition to the contract price or deduction therefrom.
19. The Applicant(s) is/are aware and agree that timely payment of Sale Consideration for the Residential Flat, Other Charges, SDR and taxes as mentioned herein shall be the essence of this Application.
20. The Applicant(s) authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Applicant(s) undertake not to object/instruct the Promoter to adjust the payments in any manner.
21. The Applicant(s) agree that in case of dishonor of any cheque payment made by the Applicant(s) all further payments needs to be made via Demand Draft, NEFT or RTGS.
22. The Applicant(s) agree that in case of any cheque being dishonored, to pay a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred Only), forthwith via Demand Draft, NEFT or RTGS. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to cancel Allotment or any other remedies provided under the Applicable Laws. Any taxes on the above amounts as may be applicable shall also be borne and paid by the Applicant(s).
23. The Promoter shall upon rejection/cancellation/ termination of the Application in the manner stated herein, be entitled to deal, in any manner, with the Residential Flat including allotment and sale thereof to any other person or part and on any terms and conditions as the Promoter may deem fit, without any further reference to the Applicant(s).
24. Any requests for shifting of the Residential Flat across tower(s)/ floor(s) will be treated as cancellation. The Applicant(s) can relocate to the new residential flat as per the then prevailing rates, subject to the availability and at the discretion of the Promoter.
25. The Promoter shall endeavor to complete the construction of the said Residential Flat and obtain the occupancy certificate from the competent authority for the said Residential Flat on or before \_\_\_\_\_. The Promoter shall be entitled to extension of time for giving delivery of the said Residential Flat, if the completion of the Real Estate Project is delayed on account of occurrence of events of force majeure or any circumstances or events beyond the reasonable control of the Promoter.
26. This Application made by the Applicant(s) is non-transferable.
27. Pursuant to section 194 IA of the Income Tax Act 1961, the Applicant(s) is required to deposit 1% of total Sales Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Applicant(s) have option to pay entire TDS on the total Sales Consideration and all charges of the nature of club membership fee, car parking fee, electricity and water facility fee, maintenance fee, advance fee or any other charges of similar nature, which are incidental to transfer of any Residential Flat within 30 days from the date of the registration of Agreement for Sale or pay TDS on each instalment as per the payment schedule. The copy of the TDS certificate shall be submitted by the Applicant(s) to the Promoter within 15 (fifteen) days from the date of making payment of entire TDS or from the payment of each instalment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as event of default.



28. If the Applicant(s) fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under the payment plan, then, the Applicant(s) shall be liable to pay Interest to the Promoter, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the Interest. In addition, in the event of any loss of tax credit to the Promoter due to the Applicant(s)' failure to furnish such TDS Certificates from time to time, then, such loss shall also be recovered by the Promoter from the Applicant(s).
29. In case the Applicant(s) is resident outside India, he/she shall be solely responsible for complying with the necessary applicable laws, rules and regulations as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions/ approvals which would enable the Promoter to fulfil its obligations herein.
30. The Applicant(s) shall indemnify and keep the Promoter, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Promoter may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Applicant(s) as mentioned in this Application.
31. The Applicant(s) of the said Residential Flat, do hereby affirm and declare that the details and information provided herein above are true and accurate.
32. Jurisdiction: This application and any outcome of it is subject to Pune jurisdiction.
33. Any oral communication by anyone will not be considered.

**Notes:**

- 1. Any other Taxes/ levies/ charges etc., as and when demanded by Government/ statutory authorities, shall be borne and paid/reimbursed by the Applicant(s) on demand.
- 2. The terms, conditions, stipulations and provisions as stated herein are merely indicative with a view to acquaint the Applicant(s) and not exhaustive.

Signature of Applicant 1

Signature of Applicant 2

Signature of Applicant 3

Signature of Sales Manager / Site Head

Remarks:\_\_\_\_\_

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