

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

APPLICATION FORM

Sales order No.: _____ Customer ID: _____ Date: _____

To,

Modella Textile Industries Ltd. (“Developer”),

Jawahar Talkies Compound,
Dr. R. P. Road,
Mulund (West),
Mumbai 400 080

Godrej Properties Ltd. (“Development Manager”),

Godrej One, 5th Floor,
Pirojshanagar,
Eastern Express Highway,
Vikhroli (E),
Mumbai 400 079

I, the Applicant mentioned below, request that I be allotted a residential flat in terms of **Annexure A** in this Application in “_____” project situated at Village Panchpakhadi, Taluka Thane, District Thane (“**Project**”), details whereof are as under.

1. APPLICANT DETAILS

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

Note: Applicant’s passport size photograph and photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhaar Card to be mandatorily submitted along with this Application Form.*All compliance in

terms of the Foreign Exchange Management Act, 1999 and its amendments shall be the sole responsibility of the Applicant.

In case of Company/ LLP/ HUF/ Partnership Firm	
Name	
Date of Incorporation/ Formation	
PAN	
CIN/LLPIN (in case of companies and LLPs)	
Registered Office Address	
Name of Authorized Representative/ Partner/Karta	

Note: If Applicant is company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement (f) Board/Partner's Resolution authorizing this purchase. Please affix the official stamp of the respective Company/LLP/Trust/Partnership firm/HUF/Society as may be applicable.

2.	MODE OF BOOKING														
	Direct or Channel Partner: _____ Name and Signature of Developer/Development Manager's sales representative: _____ Name, contact number, stamp and signature of Channel Partner (if applicable): _____ (RERA Registration No. _____, Valid upto _____)														
3.	FINANCE FROM BANK / FINANCIAL INSTITUTION: Yes / No. If yes, Preferred Financial Institution: _____.														
4.	MODE OF PAYMENT	Cheque	Draft / P.O.												
5.	I HEARD ABOUT YOU FROM? (Please tick the applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 25%;">Newspaper</td> <td style="width: 25%;">Hoarding</td> <td style="width: 25%;">Television Advertisement</td> <td style="width: 25%;">Internet Advertisement</td> </tr> <tr> <td>Internet Portals</td> <td>Corporate offer (please specify)</td> <td>Emailer</td> <td>Broker/Channel Partner (please specify)</td> </tr> <tr> <td>Referred by Bank / HFI (please specify)</td> <td>Godrej Properties Website / GPL Facebook page / GPL iPad application</td> <td colspan="2">Other: _____</td> </tr> </tbody> </table> Details of Newspaper, Website, Hoarding etc. _____.			Newspaper	Hoarding	Television Advertisement	Internet Advertisement	Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)	Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____	
Newspaper	Hoarding	Television Advertisement	Internet Advertisement												
Internet Portals	Corporate offer (please specify)	Emailer	Broker/Channel Partner (please specify)												
Referred by Bank / HFI (please specify)	Godrej Properties Website / GPL Facebook page / GPL iPad application	Other: _____													
6.	PURPOSE OF PURCHASE:	Investment	Self-Use												

7. DETAILS OF FLAT ("Flat") SALE CONSIDERATION AND ESTIMATED OTHER CHARGES:

1	Flat Details
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1	A	Details of Flat	Flat No. __, __ Floor, Tower __	
	B	Location of Building	As shown shaded in __ in the Plan attached as Annexure B hereto.	
	C	Area (in square meters only)	Carpet Area*	
			Exclusive Areas**	
			Total Area#	
	D	Covered Car Park Space(s):		
			Independent	Dependent
[Please mention the number of covered car park(s). Mention '0' where not applicable.]				
E	Specification(s) of Flat	As per Annexure C . <u>[Note:- In case any fitting and fixtures are described of a particular brand then to put a qualification of price range in case such particular brand is not provided/is not available.]</u>		
F	Common Areas	As per Annexure D .		
G	Facilities	As per Annexure E		
2	Sale Consideration			
1	A	Flat Carpet Area	Rs. ____/-	
	B	Exclusive Areas	Rs. ____/-	
	C	Covered Car Parking Space(s)	Rs. ____/-	
	D	Proportionate Common Areas Charges including Club house development Charges calculated on the Carpet Area	Rs. ____/-	
	E	Facilities	Rs. ____/-	
	Total		Rs. ____/- (Rupees _____ Only)	
	F	Payment Schedule	As per Annexure F .	
3	Estimated Other Charges		As per Annexure F .	

***"Carpet Area"** shall mean net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Flat for exclusive use of the Applicant and exclusive open terrace area appurtenant to the Flat for exclusive use of the Applicant, but includes the area covered by the internal partition walls of the Flat.

****"Exclusive Areas"** shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah appurtenant to the net usable floor area of the Flat and meant for exclusive use of the Applicant and other areas appurtenant to the Flat for exclusive use of the Applicant.

#"Total Area" shall mean the Carpet Area and Exclusive Areas collectively.

8. In addition to the sale consideration, estimated other charges, I agree and undertake to pay the following amounts as and when demanded by the Developer, towards:

- i) All applicable and future taxes, levies, duties, cesses, charges including but not limited to goods and services tax (GST) and/or TDS, land under construction tax, property tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), and/or, all other direct/indirect taxes/duties, impositions levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("**Statutory Charges**") in respect of the Flat and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me.

- ii) All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat including on this Application Form and/or the Allotment Letter and/or the agreement for sale as per the provisions of applicable laws, shall be borne and paid by the Applicant as and when demanded by the Developer.

For the purpose of this Application form,

“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.

“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law.

9. I further confirm that I am submitting this Application Form after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer/Development Manager or any channel partner thereof or any third party in the past. I am aware and I confirm that the advertisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and I am not relying on the same for my decision to purchase the Flat. I further confirm and undertake to not make any claim against the Developer/Development Manager or seek cancellation of the Application Form / allotment or refund of the monies paid by me by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I acknowledge that I have not relied upon the interiors depicted / illustrated in the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer/Development Manager to provide the same.
10. I acknowledge, agree and undertake that I shall neither hold the Developer/Development Manager or any of its affiliates liable/ responsible for any representation/ commitment/offer made by any third party to me nor make any claims/demands on the Developer/Development Manager or any of its affiliates with respect thereto.
11. Save and except the information / disclosure contained herein and on the website of the Maharashtra Real Estate Regulatory Authority <https://maharera.mahaonline.gov.in/> (“**RERA website**”), I confirm and undertake not to make any claim against the Developer/Development Manager or seek cancellation of this Application Form / allotment letter/ agreement for sale or refund of the monies paid by me by reason of anything contained in other information / disclosure not forming part of this Application Form / allotment letter/ agreement for sale or the RERA website.
12. I have fully read and understood the Terms and Conditions attached hereto as **Annexure A** which contains broad terms, conditions, representations, covenants, etc. as well as the terms of the Agreement for Sale uploaded on RERA website and do hereby agree, undertake and covenant to abide and be bound by them and also by the area, sale consideration, estimated other charges and payment terms as set out herein. The Terms and Conditions as mentioned in Annexure A forms an integral part of this Application Form and shall always be read together with this Application Form and be construed accordingly.

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

14. I hereby enclose (i) a Cheque/Demand Draft No. _____ dated _____ in favour of " _____ " drawn on _____ Bank, _____ Branch _____ OR(ii) acknowledgement receipt of NEFT/RTGS/Debit Card/Credit Card bearing transaction reference no. _____ dated _____ for an amount of Rs. _____ /- (Rupees _____ only) as and by way of booking amount payable by me.

Signature(s)

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE A TERMS & CONDITIONS

The Applicant agrees, acknowledges, confirms and covenants that:

(a) The Applicant is aware that:

- i) The Developer has appointed Godrej Properties Limited as its development manager for managing and supervising the Project Land in terms of Development Management Agreement dated 13th September, 2017 executed between the Developer and Development Manager for the purpose of development of the Project Land admeasuring approximately 57962 sq.mtrs. equivalent to 14.3 (approx..) acres approx. bearing Survey Nos. 464, 465A, 465, 466 and having CTS No. 1592 to 1597, 1599 to 1638, TIKA No. 33, 34 and 37 situate at Village Panchpakhadi, Taluka Thane, District Thane ("**Project Land**"). The Project Land will be developed by the Developer with the name "Godrej Alive" (in phase wise/segment wise manner at the discretion of the Developer/ Development Manager in the manner the Developer/ Development Manager may deem fit. It is agreed that the Development Manager shall associate its brand name with the Project/ Project Land. Further, it is clarified that the Development Manager is only a service provider for this Project/ Project Land on such terms and conditions as mentioned in the Development Management Agreement dated 13th September, 2017.
- ii) The Developer/Development Manager currently proposes to develop a portion of the Project Land known as " _____ " which is a residential development (hereinafter referred to as "**Current Development**") and this Application Form is for allotment of the Flat situated in the Current Development.
- iii) The plans, specifications, images and other details herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. Presently Thane Municipal Corporation (TMC) has issued Development Permission Certificate bearing no. V.P. No. S03/0035/12 TMC/TDD/1696/16 dated 23rd February, 2016 and revised

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

Development Permission Certificate bearing V.P No. S03/0035/12 TMC/TDD/2500/18 dated 1st February, 2018(**DP**). The Developer, for the purposes of optimizing the design of the Project is proposing to carry out changes/modifications to DP amongst which are (i) modifications to the Club house (including incorporating additional floor) and (ii) modification to the structural columns of the Building, which changes are more particularly detailed in the document uploaded on the RERA Website (under " Other" tab of document upload section). I/We hereby acknowledge that the Developer has informed us about the changes and I/We have fully understood the same and I/We hereby accord my/our consent for such changes / modification to the DP. I/We hereby agrees/agree and undertakes/undertake that I/We shall not raise any objection, claim or dispute against the Developer/Development Manager for carrying out the said changes/ modifications whatsoever and also agrees and undertakes/undertake to extend all necessary co-operation to the Developer/Development Manager for making the said changes/ revisions.

- iv) Post development of the entire Project Land, it is envisaged by the Developer, that the Developer may depending on the nature, scope and use of entire development, form a co-operative society / condominium / limited company or combination of them for the respective phases in the Project Land and at its discretion and form an apex organization (being either a co-operative society / condominium / limited company or combination of them for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society / condominium / limited company or combination of them) for each of residential and commercial zones, if any, as the Developer may deem fit.
- (b) The Applicant has fully understood the development scheme as envisaged by the Developer. The Applicant is aware that the title of the Project is clear and marketable save and except the credit facilities availed by the Developer as mentioned on RERA website.
- (c) The Applicant hereby agrees and undertakes to pay all the amounts due and payable to the Developer in accordance with the Payment Schedule on or before the respective due dates. Further, in the event the Applicant offers to make advance payments to the Developer simultaneously with the amounts due on completion of any of the payment milestones towards the Flat, at the express request of the Applicant, the Developer may offer a rebate to the Applicant as the Developer may deem fit and proper. It is hereby clarified that the foregoing rebate is further subject to the Applicant complying with all its obligations under this Application Form including timely payment of installments. Save as foregoing, the quantum of rebate shall not be subject to any change/withdrawal. Subject to timely payment of installments, the Applicant understands that in the event the Applicant wishes to make any advance payments, the Applicant can make the same only after the Applicant has registered the agreement for sale within the timelines stipulated by the Developer. The Applicant further understands and agrees that the Developer shall have the right to accept or reject such advance payment on such terms and conditions as the Developer may deem fit and proper.
- (d) For the purpose of this Application Form, the term earnest money shall mean 20% (twenty percent) of the total sale consideration ("**Earnest Money**"). The Applicant hereby agrees, confirms and undertakes to come forward and register the Agreement for Sale of the Flat on or before the payment of 10% (ten percent) of sale consideration to the Developer or as stipulated by the Developer, failing which the Developer shall without prejudice to any other rights be entitled at its sole discretion to (i) charge Interest to the Applicant and/or (ii) cancel this Application Form / allotment letter and forfeit the Non-Refundable Amounts as defined herein below.

- (e) Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with this Application Form ("**Application Money**"), the Applicant has clearly understood that this Application Form is only a request of the Applicant for the allotment of the Flat and does not constitute a final/provisional allotment or an agreement.
- (f) The Developer, at its absolute discretion, shall be entitled to reject this Application Form without assigning any reason whatsoever. In the event of rejection of this Application Form, the Application Money tendered by the Applicant shall be refunded by the Developer without any liability towards interest/damages. Further, in the event the Developer decides to allot the Flat in favor of the Applicant, the Developer will send the intimation thereof to the Applicant to make payments as per the Payment Schedule towards further consideration. Upon receipt of the same, the Developer shall proceed with allotment of the Flat and registration of the Agreement for Sale.
- (g) The Applicant is not vested with any right, interest or entitlement in or over the Flat, until a formal agreement for sale ("**Agreement for Sale**") is executed and registered between the Developer and Development Manager and the Applicant under the applicable laws within the timelines stipulated by the Developer. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and Development Manager and the Applicant.
- (h) The Applicant understands that the Applicant's eligibility to avail subvention plan, if offered, for payments, shall be decided by the bank/financial institution in their sole discretion and in accordance with their policies, terms and conditions.
- (i) All outstanding amounts payable by any party under this transaction to other shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- (j) In the event if the Applicant fails or neglects to (i) make the payment of the sale consideration and all other amounts due including but not limited to estimated other charges due from the Applicant as mentioned in this Application Form and/or Allotment Letter and/or Agreement for Sale on due dates (ii) comply with the obligations as set out herein/ Allotment Letter/ Agreement for Sale including timely registration of Agreement for Sale, at any point of time, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, after giving [●] ([●]) days prior notice to the Applicant, cancel/terminate this transaction and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as determined by the Developer (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sale, if Agreement for Sale is registered and (g) any other applicable taxes and (h) subvention cost (if the Applicant has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "**Non-Refundable Amount**"). Balance amounts, if any, without any liabilities towards

costs/damages/interest etc. shall be refunded without interest upon registration of the deed of cancellation, if applicable. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Applicant shall not have any right, title and/or interest in the Flat and/or car park space and/or the Project and/or the Project Land and the Applicant waives his right to claim and/or dispute against the Developer in any manner whatsoever.

- (k) The Applicant acknowledges and agrees that such forfeiture and the refund of the balance amount, if any, to the Applicant shall be deemed to be full and final settlement of the claim and the Developer shall be entitled to sell the Flat to any third party of the Developer's choice without any recourse to the Applicant.
- (l) The Applicant further agrees that in the event this Application Form is withdrawn/ cancelled by the Applicant for reasons not attributable to Developer's default, then the Developer shall be entitled to forfeit the Non-Refundable Amounts.
- (m) Except for the Covered Car Parking Space allotted by the Developer in accordance to this Application Form, the Applicant agrees and confirms that all open parking spaces will be dealt with in accordance with the applicable laws. The Applicant hereby declares and confirms that except for the Covered Car Parking Space allotted by the Developer, the Applicant does not require any parking space including open car parking space and accordingly the Applicant waives his claim, right, title, interest whatsoever on the areas of parking space in the Project vested in the him as of date and/or any such right, title, interest accruing even at a future date. The Applicant further agrees and undertakes that it shall have no concerns towards the identification and allotment/allocation of parking space done by Developer / association / apex body, at any time and shall not challenge the same anytime in future. The Applicant agrees and acknowledges that Developer/the association/apex body shall deal with the parking space in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the applicable laws. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Sale Consideration. The Applicant agrees and acknowledges that the Covered Car Parking Space in the Project cannot be transferred / leased / sold or dealt otherwise independently of the Flat. All clauses of this Application Form and the Agreement for Sale pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the Covered Car Parking Space.
- (n) The Applicant further agrees and acknowledges that if in the event of any variation in the Carpet Area of the Flat, the sale consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorated adjustment in the last installment payable by the Applicant towards the Sale Consideration. It is hereby clarified in case of variations/ additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Applicant in writing and the Applicant hereby give sits consent for such variation or addition.
- (o) The Applicant agrees and understands that the Other Charges as mentioned in **Annexure F** are only estimated amounts. The Applicant agrees and undertakes to pay all charges towards electricity, water and sewerage connection, maintenance charges, etc. for upkeep and maintenance of various common services and facilities and limited common area (if any), as may be called upon by the Developer.

- (p) The Developer shall offer possession of the Flat to the Applicant on or before ____day of ___, 20____ (“**Delivery Date**”) and shall deliver the Common Areas and Facilities such as _____ on or before the Delivery Date shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Applicant including on account of any default on the part of the Applicant. In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing, then on demand in writing by the Applicant, the Developer shall refund the amounts received from the Applicant along with prescribed Interest in accordance to the applicable laws.
- (q) In the event the Applicant fails to take possession of the Flat within the stipulated timelines, then the Applicant shall be liable to pay to the Developer Rs.____/- (Rupees _____Only) per month per square meter on the Total Area of the Flat and applicable maintenance charges for the upkeep and maintenance of the Flat. Without prejudice to any other rights of the Developer, in the event the Applicant fails/neglects to take possession and/or cancels/terminates the Agreement for Sale, the Developer reserves his right to forfeit all amounts received by the Developer along with Non-Refundable Amounts.
- (r) Due to any operation of law / statutory order/otherwise, if a portion of the Project or the entire Project is discontinued/ modified resulting in cancellation of allotment, then the Applicant affected by such discontinuation/ modification will have no right of compensation from the Developer in any manner including any loss of profit. The Developer will, however, refund all the money received from the Applicant without any liability towards any interest/costs/damages, subject to deduction of applicable taxes.
- (s) The Applicant is aware that for the purposes of maintenance and management of the Project, the Developer/ Development Manager would be appointing a facility management company, at its sole discretion without any reference to the Applicant and other occupants of the Project on such terms and conditions as the Developer/ Development Manager may deem fit and the Applicant agrees and consents to the same. The Applicant acknowledges that the Developer/ Development Manager may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant shall not raise any objections with respect to the same.
- (t) The Applicant shall not be entitled to transfer/assign his interest in the Flat in favor of any third party unless (i) 50% (fifty percent) of the sale consideration has already been paid; (ii) a term of 1 ^{1/2}(one and half) years (i.e. eighteen months) has elapsed from the date of issuance of the Allotment Letter, whichever is later, between (i) and (ii); and (iii) the Applicant has obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer charges of Rs. ____/- (Rupees_____ only) per square meter plus taxes as applicable on the Total Area. On such transfer recorded / endorsed by the Developer, the Applicant along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Application Form /Agreement for Sale. The Applicant shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

- (u) The name of the individual towers and/or the respective phases in the Project may be amended at the sole discretion of the Development Manager in consultation with the Developer and the Applicant shall not be entitled to raise any objection/hindrance on the same.
- (v) In the case of joint application for the Flat, unless a duly executed instruction by all such joint Applicant is provided to the Developer at the time of termination, all payments/ refund to be made by the Developer to the Applicant under the terms of the transaction documents, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicants.
- (w) All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act and the Rules and Regulations shall be deemed to be automatically included in this Applications Form and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.
- (x) In the event of any dispute, the Parties shall attempt to settle such dispute amicably by way of mediation. In the event any dispute is not resolved, even after mediation then the same shall be referred to the competent authority under the provisions of RERA and shall be resolved as provided in the RERA. This transaction will be subject to the exclusive jurisdiction of Courts at Thane only.
- (y) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Application form so demands.

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

Signature(s)

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

ANNEXURE B
Plan

ANNEXURE C
Specification(s) of the Flat

ANNEXURE D

(First/Sole Applicant)

(Second Applicant)

(Third Applicant)

Common Areas

**ANNEXURE E
Facilities**

**ANNEXURE F
Payment Schedule & Estimated Other Charges**

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