



NAM ESTATES PRIVATE LIMITED
BOOKING APPLICATION FOR ALLOTMENT OF
APARTMENTS IN "EMBASSY EDGE"

RERA ACKNOWLEDGEMENT NO. PR/KN/180119/002674

Photo Applicant 1	Photo Applicant 2	Photo Applicant 3

1. Details of Apartment:

Apartment No.	Block	Carpet Area(sq. ft.)	Super Built Up Area(sq. ft.)	Exclusive Garden Area/Terrace Area	No. of Car Parks

2. Total Sale Consideration: The total sale consideration for the Apartment is

Rs _____/- (Rupees _____
only), made up of the following:

Rate per square feet	Floor rise charges	Statutory payments/charges	Deposits and other charges	Total

Documents to be furnished by the Applicant/s

- Business Card
- Passport Size Photograph
- Copy of Passport /Voter ID /Driving License
- Copy of PAN Card
- Copy of OCI/PIO card (in case of foreign nationals)
- AADHAR Card

Date:.....

Signature:.....

Details of the Promoter:**Name of the Promoter:** NAM ESTATES PRIVATE LIMITED**Address of the Promoter:** No.150, 1st Floor, Embassy Point, Infantry Road, Bangalore - 560001**Details of the Project:**

Land:	Sy.No.67/287 measuring 4.24 Acres situated at Navarathna Agrahara Village, Jala Hobli, Bangalore North Taluk, Sy.No.72/2 measuring 2.20 Acres and Sy.No.72/3 measuring 1.33 Acres both situated at Hegganahalli Village, Kasaba Hobli, Devanahalli Taluk
Project:	Apartments
Sanction of Plan by:	BIAAPA
Plan Sanction /LP No. :	BIAAPA/TP/01 /CC/02/2017-18 dated 26.10.2017
Plan Approval No.:	BIAAPA/TP/01 /CC/02/2017-18 dated 26.10.2017
Web Site under Real Estate (Development and Regulation) Act, 2016:	http://embassyedge.com/

Details of the Applicant/s:**First Applicant (As in the Passport)**

Name:

Son/Daughter/Wife of:

Date of birth:

Phone no.:

Email ID:

Income Tax/PAN/GIR No.:

STATUS:

Resident Indian:

NRI:

PIO:

Citizen of:

Educational qualification:

Profession:

Name of the Company:

Designation:

Date:.....

Signature:.....

Second Applicant (As in the Passport)

Name:

Son/Daughter/Wife of:

Date of birth:

Phone no.:

Email ID:

Income Tax/PAN/GIR No.:

STATUS:

Resident Indian:

NRI:

PIO:

Citizen of:

Educational qualification:

Profession:

Name of the Company:

Designation:

Third Applicant (As in the Passport)

Name:

Son/Daughter/Wife of:

Date of birth:

Phone no.:

Email ID:

Income Tax/PAN/GIR No.:

STATUS:

Resident Indian:

NRI:

PIO:

Citizen of:

Educational qualification:

Profession:

Name of the Company:

Designation:

Date:.....

Signature:.....

Agreement Address (Permanent Address)

Mr./Mrs./Miss./Dr./M/s.

Street/House No:

Landmark:

City:

State:

Country:

PIN:

Date:.....

Signature:.....

Correspondence Address

Mr./Mrs./Miss./Dr./M/s.

Street/House No:

Landmark:

City:

State:

Country:

PIN:

Details of General Power of Attorney Holder (If any)

Mr./Mrs./Miss./Dr./M/s.

Street/House No:

Landmark:

City:

State:

Country:

PIN:

Email ID:

Mobile:

Phone (Off):

Phone (Resi):

Relationship:

Additional Details

Source of enquiry:

(Newspaper advertisement, Website, Hoarding, Site walk-in, Office walk-in, Road show, Exhibition)

Date:.....

Signature:.....

Referred by: _____

Channel Partner / Agent: _____

Channel Partner/Agent's Contact No. and Email ID: _____

and RERA registration No.: _____

Name : _____

Street/House No: _____

Landmark: _____

City: _____

State: _____

Country: _____

PIN: _____

Contact No.: _____

Finance:
(Self, Bank) _____

Bank name: _____

This booking is for own use/Investment _____

Signatures of Applicant/s

1st Applicant

Name: _____

Signature: _____

Date: _____

Place: _____

2nd Applicant

Name: _____

Signature: _____

Date: _____

Place: _____

3rd Applicant

Name: _____

Signature: _____

Date: _____

Place: _____

Date:.....

Signature:.....

Terms & Conditions

1. This Application constitutes an offer by the Applicant/s to acquire an Apartment as mentioned in the Application and is not a concluded contract. The Application does not confer or constitute any right in favour of the Applicant/s for allotment. The Company reserves the right to accept or reject this Application, at its sole discretion and without assigning any reason for the same.
2. Only the Indian Residents/ NonResident Indians (NRIs)/Persons of Indian Origin (PIOs)/Companies/ Partnership Firms / LLPs who are competent to enter into contract under the Indian Contract Act, 1872 shall be eligible to apply.
3. The Applicant shall be responsible to comply with all the statutory compliances as required from time to time under the applicable laws prevailing in India including the laws applicable to NRIs/PIOs and the Company shall not be liable for the same in any manner whatsoever.
4. The online payment of Rs. 30,000/-(Rupees Thirty Thousand Only) herein is subject to the rules and regulations of Reserve Bank of India (RBI) as well as the rules and regulations framed of the VISA /MasterCard /Maestro /American Express or any other card organization applicable and prevailing from time to time.
5. The above blocking amount of Rs. 30,000/-(Rupees Thirty Thousand Only) shall be applicable only for a single unit and this is just a unit selection amount. The customer needs to pay 1 Lakh for 1BHK , 2 Lakhs for 2BHK and 2.5BHK and 3 Lakhs for 3 BHK for confirming the blocking of the Apartment within 5 days from the date of payment of Rs.30,000/ and same can be paid through portal payment gateway
6. Subsequently, the applicant shall pay the booking amount of 10 % of the total sale consideration amount of the Unit (inclusive of the blocking amount mentioned above in clause 5) within a period of 15 working days from the date of blocking and come forward for execution of Agreement for Sale in respect of the Apartment unit blocked. The Applicant/s agree that in accordance to the Income Tax Act 194IA the Applicant shall deduct and remit 1% TDS on the total consideration (exclusive of taxes) at source and remit in favour of the Company and the TDS shall be deducted on all the instalments to be paid by the Applicant/s under the Agreement for Sale. The Company shall not be held responsible for any non-payment/delay in remittance of TDS by the Applicant/s.
7. The said payment is subject to the risks involved in any Electronic Payment Transactions including due to any technical failure in the payment gateway operations and the Company shall not be liable/responsible for any failure of any payment transactions or for any amounts debited from the Applicant account but not credited to the account of the Company due to any technical error in settlement or otherwise and the Applicant shall not have any claims against the Company for such transactions. In such instances, on enquiry the Company will inform the Applicant about such failed transaction and refund the same to the applicant (if any)
8. The said payment is merely towards expressing an interest in a particular unit and by virtue of said payment no right, title, interest or claim of any nature is created in such unit. The allotment, if any, shall be done subject to the Applicant making payment of consideration value and other charges in accordance with the Application Form and complying with the terms and conditions contained therein
9. Upon said payment being credited to the account of the Company, an e-receipt number will be generated and emailed to the Applicant, which shall be mandatorily required for processing

the application of the Applicant. The applicants are required to print or save the receipt for his transaction/records and submit the same to the Company as and when requested to do so.

10. The Applicant/s understand that the Blocking Amount is an interest free refundable earnest amount paid to the Company and constitutes an expression of interest of the Applicant/s in purchasing an Unit in the project "Embassy Edge@Embassy Springs " and in no manner to be considered as an assurances having been given by the Company for the sale of the Unit. All payments should be made by way of account payee cheque / demand draft in favour of NAM Estates Private Limited, payable at Bangalore.
11. In the event of the Applicant fails to pay the booking amount of 10 % of the total sale consideration amount of the Unit within a period of 15 working days from the date of blocking as mentioned above in clause 6, then in such an event the booking made in favour of the Applicant shall be cancelled, and the Unit or the Apartment blocked shall get automatically released and the Company shall be at liberty to offer the said unit to any other third parties without any further intimation of whatsoever nature to the Applicant. The Payment made by Applicant shall be refunded within a period of 45 working days for cancellations under this scenario with applicable deductions being adjusted as per "Terms and Conditions of Cancellation"
12. The payment made by the Applicant shall be refunded to the Applicant, within a period of 45 working days from the date of acceptance of the request made by the Applicant for cancellation and refund of the Blocking amount with all the necessary information and the same shall be processed as per the Cancellation Policy (refer below "Terms and Conditions of Cancellation ").
13. In the event of Promoter intimating the acceptance of the application and calling upon the Applicant to execute the agreement for sale for the Apartment applied for after receiving the 10% of the total sale consideration as per clause 6 mentioned herein above and the Applicant/s failing to come forward to execute the agreement for sale within 10 working days of such intimation, the Promoter at their discretion would be entitled to cancel this Application and on such cancellation the Promoter shall refund the amounts within 30 days after deducting applicable cancellation charges as mentioned in terms and conditions of Cancellation herein below as processing charges and the other expenses plus applicable GST as per GST Guidelines
14. In case it is learnt that the Applicant has misrepresented any fact or information Provided by him/her, the unit shall get automatically released and the Company shall be at liberty to offer the said unit to any other third parties, irrespective of the refund of the Payment to the applicant. such applications will be summarily terminated and the said payment shall stand forfeited.
15. The Applicant/s is/are aware that in the event of any of the initial booking cheque, not being honoured /cleared, the Application for allotment shall be invalid/ be deemed to have been rejected then in such an event the booking made in favour of the Applicant shall be cancelled, and the unit shall get automatically released and the Company shall be at liberty to offer the said unit to any other third parties.
16. Loan from financial institution to Finance the purchase of the apartment may be availed by the Applicant/s. Any refusal of such Financial assistance and the Applicant/s seeking to withdraw this Application, it shall be considered as a cancellation by the Applicant/s and the Applicant/s shall be liable to pay the amounts set out in clause herein above.
17. The Total Consideration is inclusive of land cost, construction cost, cost of providing power supply, cost of providing water and sewage connections, maintenance deposit/corpus fund,

city infrastructure charges, advance maintenance charges for one year, cost towards clubhouse and amenities, GST as would be detailed in the agreement for sale to be executed.

*** Additional / Deposits such as Charges towards providing Power, Water and Sewerage connection, Maintenance Deposit, will be payable by the Applicant as per demand raised by the Seller as per applicable timelines

18. Revision in existing tax levies and fresh government levies, applicable during the contract period shall be met by the Applicant/s.
19. The total consideration is exclusive of stamp duty, cess and registration expenses, etc
20. Taxes have been computed based on the current rate applicable. All additional taxes / levies / cesses or any other statutory charges which may be imposed by the authorities from time to time, shall be payable by the Purchaser.
21. The consideration value and the other charges are payable as per the Payment Schedule annexed to the Application Form
22. This Booking Application of the Unit is not transferable to any other third party, but transfer to family members (father/mother/wife/husband/son/daughter, brother, sister, father in law, mother in law, daughter in law, son in law, grand father and grand mother, grandson and grand daughter) would be allowed with prior approval of the Promoter. Post execution of Agreement for Sale, transfer to any third party would be allowed only upon obtaining prior approval from the Company and payment of transfer fees plus applicable taxes as per the terms of the Agreement for Sale.
23. The Applicant/s is/are also fully aware that the development of "Embassy Edge @ Embassy Springs" layout is being done phase wise and comprises of mixed development, which would be undertaken from time to time.
24. The Developer reserves the right to change the pricing offered to other customers at their sole discretion without prior notice. The Applicant/s will not question the sale price of any other applicant/s nor will the Applicant/s be entitled to compare the same with other applicant's.
25. The Applicant/s further agree that only after the Applicant/s executing agreement for sale and agreeing to abide by the terms and conditions laid down therein, there would be a concluded contract between the Promoter and the Applicant/s.
26. It is mandatory that purchasers use their respective accounts to make all transfers starting with the booking amount, the payment schedule and all other charges mentioned above

IMPORTANT - The Income Tax Act, 1961 requires a purchaser of an immovable property (other than rural agricultural land) worth Rs 50 lakh or more to deduct and pay withholding tax at the rate of 1% from the consideration payable to the Seller. He/ She is required to quote his or her PAN and Sellers PAN while making the payment. The PAN of Seller is AAACN6881H. Purchasers are requested to comply with the law and issue us the Form 16B. Form 16B is the TDS certificate to be issued by the Purchaser to the Seller in respect of the taxes deducted and deposited into the Government Account. Further details on this may be found at <https://www.tin-nsdl.com/TDS/TDS-FAQ.php>. Purchasers are solely responsible for this compliance.

Any disputes arising between the parties shall be governed by the laws of India and subject to exclusive jurisdiction of Courts in Bangalore, India. The cost towards stamp duty and registration are additional and shall be paid by the Purchaser at prevailing rates during the time of registration.

I/We, the undersigned Applicant and Co-Applicant accept all the above terms and agree to Pay the balance Application amount within stipulated time hereof, if any; and execute the Agreement to Sell within the stipulated time of the booking date, with payments as provided in the Payment Schedule. We further confirm that we have seen and understood the plans and specifications for the unit that we are hereby applying for.

• **TERMS AND CONDITIONS OF CANCELLATION:**

A. The following cancellations charges and terms will be applicable to the client, wherein the client has not executed the agreement:

- **Scenario 1:**
The Client has paid blocking amount of Rs. 30000/- & wants to cancel his interest within 15 days of blocking. In such case as sum of Rs. 25000/- will be refunded to the client after deducting Rs.5000/- as cancellation charges
- **Scenario 2:**

The Client has paid blocking amount (Rs. 30000/-) & wants to cancel his interest after 15 days from the date of payment of blocking amount. No refund shall be made to the client and the entire amount paid by client of Rs 30,000 towards blocking will get forfeited.
- **Scenario 3:**

The Client has paid more than Rs. 30,000/- and less than 10% of the apartment value and wants to cancel his interest after 15 days from the date of payment of blocking amount. In such case the amount received from client will be refunded after deducting the below cancellation charges and applicable GST, as per GST Guidelines
 - Rs.50,000/- + applicable GST in case of a 1 BHK apartment)
 - Rs.75,000/- + applicable GST in case of a 2 & 2.5BHK
 - Rs.1,00,000/- + applicable GST in case of a 3 BHK.
- **Scenario 4:**

Client has paid an amount of 10% or more of the apartment value and wants to cancel his interest after 15 days from the date of payment of blocking amount. In such case the amount received from client will be refunded after deducting the below cancellation charges and applicable GST, as per GST Guidelines:
 - Rs.50,000/- + applicable GST in case of a 1 BHK apartment)
 - Rs.75,000/- + applicable GST in case of a 2 & 2.5BHK
 - Rs.1,00,000/- + applicable GST in case of a 3 BHK.

Note: Please note that customers opting for 1% loan scheme the GST shall be remitted on demands raised. The GST along with cancellation charges will be recovered from the client in cases where the cancellation charges along with GST exceeds the money paid by the client and applicable GST, as per GST Guidelines

B. The following cancellations charges and terms will be applicable to the client, wherein the client has executed the agreement:

Scenario 1:

In case where the agreement is executed by the client under the 1% loan scheme along with the bank and developer, in such case the amount paid by the client/disbursed by the bank on behalf of the client will be refunded to the bank on behalf of the customer after deducting applicable GST. Applicable cancellation charges of 10% of the agreement value along with applicable GST unrecovered will be recovered from the customer and applicable GST, as per GST Guidelines

Scenario 2:

In all other cases where the client has executed the agreement, the amount paid by the client shall be refunded after deducting cancellation charges of 10% of the apartment value and applicable GST and as per GST Guidelines

Please Note: 1 GST amount collected at the time of raising of original demand notes shall be refunded on cancellation of booking, only if the cancellation is made by September of the year following the year in which the original demand note was raised. For e.g., if the original demand note was issued in FY 18-19, refund of GST charged/ collected will be made only if the cancellation is made by September 2019 Any cancellation beyond this time frame will not be refunded as per these terms of cancellation."

2 As per clause no.10 the blocking amount received is interest free , however the buyer is liable to complete the balance payment and execute the agreement well within the stipulated timeline as per the EOI. This includes completion of TDS payment formality. Any delay beyond the stipulated timeline will attract possibilities of cancellation as per the terms and condition captured above and may also attract interest on the dues balance as per MCLR rate +2%.

- PRIVACY POLICY

- The information which is provided by the Applicant herein may be used by the Company and its a ligates:-
- to send important notices/communications regarding the status of their Expression of Interest Form etc. and the relevant policies, terms, conditions, etc.;
- to keep the Applicant posted on their project launches, announcements, project updates and upcoming events and to improve their services, content, advertising.
- for internal purposes such as auditing, data analysis, and research to improve its products, services and customer communications.

The Company shall take reasonable security practices to protect the privacy of the information provided by the Applicant. Except as mentioned herein, the Company shall not disclose such information to any third party. However nothing contained hereinabove shall apply to any disclosure of confidential Information if:

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- such disclosure is required in connection with any litigation; or such
- information has otherwise entered the public domain.

The terms and conditions contained herein and in the Application Form shall be construed in accordance with the laws of India and any disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Bengaluru.

- DECLARATION

I/We hereby declare that the above particulars given by me/us are true and correct and no material fact has been concealed there from. I/We have gone through the terms and conditions written in this application. I/We declare that in case of non-allotment of the Unit upon receipt of Booking amount after deduction of charges as mentioned herein above, I/We shall have no claim against the Promoter. I /We are fully aware that this is only a Non-binding Booking by us to propose to acquire the Unit and not a concluded contract.

I/We undertake to inform the Company of any change in my/our address or in my other particular/information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letter sent at the recorded addresses by

the Company shall be deemed to have received by me/us. In case, any information furnished is found to be incorrect, false or concealed, Expression of Interest is liable to be rejected.

I/We do hereby solemnly accept and agree to abide by the terms and conditions as stipulated in the Application with respect to pricing, unit and payment schedule which shall be annexed to Agreement for Sale.