

APPLICATION FORM FOR ALLOTMENT OF AN APARTMENT

To,
M/s. Paarth Infrabuild Private Limited
3K, Gopala Tower,
25, Rajendra Place,
New Delhi- 110 008.

Date _____

Dear Sir,

I/we, request that I/we may be provisionally allotted a residential Apartment in “**Paarth Aadyant**”, a Group Housing Project to be developed and constructed by **M/s Paarth Infrabuild Private Limited** (hereinafter referred to as the “**Company**”) on land situated at Village- Ahmamau, Shaheed Path, Gomti Nagar Extension, Lucknow, U.P.

I/we hereby agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the Company the Allotment Letter on the Company’s standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/we shall accept the specifications of the Residential Apartment and I/we shall pay the basic sale price, preferential location charges, additional cost/ charges and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque No. _____ dated _____ drawn on _____ being booking amount for allotment of a Residential Apartment.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited. I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below: -

1. **First Applicant Mr./ Mrs./ Ms**.....
 Son / Wife / Daughter of Mr/Mrs.....
 Residential Address.....
 Date of Birth.....Profession.....Designation.....
 Nationality.....Marital Status.....No. of Children.....
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Office/ Business Address.....
 Tel. Res. Off..... Mobile.....
 Fax No. E-Mail ID.....
 *Income Tax Permanent Account No./ Ward No.....

2. **Second Applicant Mr./ Mrs./ Ms**.....
 Son / Wife / Daughter of Mr/Mrs.....
 Residential Address.....
 Date of Birth.....Profession.....Designation.....
 Nationality.....Marital Status.....No. of Children.....
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Office/ Business Address.....
 Tel. Res. Off..... Mobile.....
 Fax No. E-Mail ID.....
 *Income Tax Permanent Account No./ Ward No.....
 (*PAN Card is to be attached mandatorily)

Signature of 1st Applicant

Signature of 2nd Applicant

3. Details of Apartment:

(i) Flat No. (ii) Block (iii) Floor.....
 (iv) Type of Flat (v) Accommodation
 (vi) Super Area..... sq. ft. /sq. mt.), (vii) Built-up Area Sq. mt.Sq. Ft.

4. Details of Pricing:

	AS PER APPLICABLE PRICE LIST	REMARKS
(A) BASIC COST OF THE UNIT		
Basic Sale Price (BSP) @ ₹_____ per sq ft	₹ _____	
Preferential Location Charges (PLC)		
Floor @ ₹_____	₹ _____	
Park / Club Facing @ ₹_____	₹ _____	
(B) ADDITIONAL COST		
1 Car Parking Covered / Open	₹ _____	
2 Lump Sum Maintenance Deposit (LSMD)@ ₹_____ per sqft	₹ _____	
3 External Electrification Cost (E.E.C) @ ₹_____ per sq ft	₹ _____	
4 Fire Fighting Equipment Cost (F.F.E.C.) @ ₹_____ per sq ft	₹ _____	
5 Power Backup Installation Cost @ ₹_____ per KVA For _____ KVA	₹ _____	
6 Club Membership Fee	₹ _____	
(C) OTHER COST		
1 External Development Charges (EDC) @ ₹_____ per sq ft	₹ _____	
2 Others (if any)	₹ _____	
*TOTAL (A+B+C) : AMOUNT IN FIGURE	₹ _____	
AMOUNT IN WORDS : Rupees: _____		

Payment Plan Option	Interest free time/construction linked Installment Plan <input type="checkbox"/>	Flexi Payment Plan <input type="checkbox"/>	Payment Plan Down Payment <input type="checkbox"/>
If opted for Flexi / Down Payment Option	_____ % of Discount on BSP on payment of _____ % of BSP within _____ days		
Booking Through	Dealer Name: _____ <input type="checkbox"/> Stamp of Dealer:	Direct: <input type="checkbox"/>	

Declaration:

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter, the terms and conditions where of shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or change in any other particular or 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 letters sent at the recorded address by the Company shall be deemed to have been received by me/ us.

 Name of the Applicant(s)

FOR OFFICE USE ONLY

CHECK LIST

1. Whether the Application Form is completely filled-up with Photographs (Two Photographs)?
2. Whether the Application Form is duly executed and signed in all pages by all Applicants?
3. Whether the Cheque for booking amount is in proper name and duly signed & dated?
4. Whether the self attested copy of the PAN Card of the Applicant(s) is/are received?
5. Whether the self attested copy of Identity Proof is/are received?

Remarks: _____

Booked by _____ Checked by _____ Approved by _____

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of an Apartment in the Residential Group Housing Project named as "Paarth Aadyant" ("said Project") to be developed by **M/s Paarth Infrabuild Private Limited** (hereinafter referred to as the "Company") on land situated at Gomti Nagar Extension Village- Ahmamau, Shaheed Path, Gomti Nagar, Lucknow, U.P.
2. Notwithstanding anything contained herein in this Application, I/we understand that my/our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application and submission of all relevant documents.
3. Before applying for allotment of Apartment, I/we have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/constructed by the Company as per the prevailing bye-laws/guidelines of the Development Authority and/or any other Govt. Agencies and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Development Authority and/or any other Govt. Agencies in this regard to the Company.
4. The allotment of the Apartment is entirely at the discretion of the Company. The allotment of the said Apartment shall be provisional and shall be confirmed on the issuance of Letter of Allotment on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when demanded by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, it's selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said Apartment.
6. I/we hereby agree and understand that the Apartment area provided herein & subsequently in Allotment Letter are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Apartment, change in its dimension, size, location, number, etc.. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Apartment, I/we shall pay for the initial 10% of increase in area at the rate of booking of the said Apartment and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Apartment, the amount received in excess over and above the total cost of the said Apartment based on the changed area, shall be refunded / adjusted (as may be) by the Company to the me/us without my/our protest and demur and without any interest thereon.

7. I/we have examined the tentative plans, designs and specifications of the Apartment and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Apartment.
8. I/we have specifically agreed that if due to any change in the layout, the said Apartment ceases to be preferentially located, the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
9. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10 % of sale consideration of the Apartment shall collectively constitute the earnest money.
10. (i) I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Apartment is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below:
 - (a) to keep in abeyance/ suspension of the booking or cancel the allotment of the said Apartment;
 - (b) to forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
 - (c) to re-allocate the provisional allotment of the said Apartment which includes change in area and location of the said Apartment.
- (ii) If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Apartment is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Apartment, then the price towards increase/decrease of re-allotted Apartment shall be dealt (paid/adjusted) in a manner detailed in clause no. 6 of this Application Form.
- (iv) Further, if any discount/ concession, in whatsoever way, has been given by the Company in the Basic Sale Price/ payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/ additional cost, then I/we hereby authorize the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. for upto three month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates.
11. I/we further agree that in case of payment plan with Down Payment option, if I/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as interest free time/ construction linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the payment plan with Down Payment Plan of the said Apartment. The payment Plans are annexed herewith as Annexure-A.
12. All payments by the applicant shall be made to the Company through demand drafts/ cheques drawn upon scheduled banks in favour of **"Paarth Infrabuild Private Limited"** payable at par at Lucknow/Delhi.
13. Assignment of allotment of the Apartment by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of the said Apartment shall be reckoned with effect from the date of assignment of allotment right in the said Apartment in favour of my/ our Assignee(s).
14. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that Service tax (If applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Apartment. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Apartment in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments alongwith due service tax along with interest as given in clause no. 10 (IV).

15. (A) That upon the completion of construction of the said flat excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession /Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the said Flat will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- (B) (1) The possession of the said Flat will be given after execution of Transfer/Sale Deed, subject to Force majeure Condition and payment of all the amounts due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), LSMD, (defined hereinafter), MRMC (PDC of monthly recurring maintenance charges), stamp duty and other charges as applicable to the Company.
- (2) The Allottee/s has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN), Further, The Allottee/s has to take possession of the said Flat within 60 days of the written offer of possession or Final Demand Notice (herein "**Said Period**") from the company failing which the Said Flat will lie at the risk & cost of the Allottee/s. In other words, possession of the Said Flat shall become due on the date of expiry of the Said Period (herein "**Possession Due Date**"). The Allottee/s understands & agrees that the LSMD,MRMC (defined hereinafter), Holding/Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the possession Due Date or the actual date of possession which ever is earlier.
- (3) The Allottee/s understand & agrees that in the event of his/her/failure to take over the possession of the said Flat beyond 6 (Six) months from the possession Due Date, then besides the levy of applicable Holding/chowkidari charges, LSMD, MRMC, other charges etc. the Said Flat shall be handed over to the Allottee/s on "**as in where is**" basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regards at any time (present or future) whatsoever.
- (C) The Allottee/s agrees and undertakes to sign the standard format of possession document/s, Maintenance agreement etc. as and when called upon to sign by the Company and shall abide by its terms and condition. The Allottee/s shall pay charges towards insurance, LSMD, MRMC, stamp duty, and other charges etc. at the time of offer of possession /FDN.
- (D) The construction of Said Flat is likely to be completed within the period as given in price list commencement of construction of the particular Block in which the Said Flat is located with a grace period of 6 (Six) months subject to the receipt of requisite building/revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Condition; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors /work force etc. and circumstance beyond the control of the Company & also subject to timely payments by the Allottee/s on accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handling over of possession on account of the aforesaid reasons.
16. On completion of construction work of Said Flat and / or offer of possession or Possession Due date (defined hereinbefore) of Said Flat, whichever is earlier:-
- (A) (i) On completion of the building/allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum maintenance Deposit (LSMD) for the maintenance and upkeep of infrastructure installation means cost of AMC & repairing of break downs.
- (ii) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD, if interest earned on LSMD falls short to the actual expenses incurred, addition demand on prorata basis shall be raised by the Company or Associations as the case may be.
- (B) (i) Apart from LSMD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running & maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement / repairing of minor defects, cost of sweeper, gardener, security personnel, maintenance of sewerage system or any other facility of common nature.
- (ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date or date of possession whichever is earlier, irrespective of facts whether possession of the flat has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of sale deed / possession & in no circumstance allottees shall stop payment of these P.D. cheques.
- (iii) If incase actual pro rata amount spent on MRMC exceeds to the amount collected through PDC, increased amount shall be billed on monthly basis either by the company / agency/associated as the case may be.
- (iv) The Allottee/s is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated/ demanded by the company Maintenance Agency, irrespective of the fact whether the allottee/s is in occupation of the said Flat or not, within a period of 7 days of demand. Incase delay of monthly/quarterly/yearly/ MRMC interest @ 18% p.a. shall be charged for the period of delay. The company/Maintenance Agency reserves the rights to collect MRMC in advance as per its policy.
- (C) Allottees/occupants Association shall be formed with in 12 months from the day of first possession. Initial office bearers shall be nominated by the company for the minimum tenure of one year, which shall be reckoned from the date of taking over of the maintenance of the complex by the association.

- (D) It shall be incumbent on each allottee to join the association formed of with the support of company for the purpose of management and maintenance of the complex at the time of possession of the flat and to abide by the rules of the association.
- (E) Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDC of MRMC (if any) within a period of 2 years from the date of first possession or minimum 40% possession are being handed over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the allottee for the smooth running & maintenance of the complex.
- (F) Common service and appurtenant land of the blocks only shall be transferred to the association. Spaces like unsold areas parking, storage spaces etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual as the case may be, on any terms as the Company deems fit.
- (G) In no case company shall maintain the complex beyond the period of 24 months from the date of first possession.
- (H) (i) A recreation club shall be constructed and the allottee/residents of the complex, shall be patron member of the club. Company shall charge a Lump-sum Club Membership Fee from every allottee, the Club Membership fee charged by the Company from the allottees shall be for life time membership in the said Club. Apart from club membership fee, Company shall charge subscription charges according to the monthly expenses incurred for the running of facilities provided within the club.
- (ii) The ownership of Club, Swimming Pool in the project shall remain with the company & same may be leased / transferred to any Person(s) for its maintenance and operation thereof ("Said Person(s)"). It shall be incumbent on all the Allottee/s to become the member of club and to pay one time membership fee as well as monthly subscription charges as may be determined by the company / said person(s) for smooth and proper running of club facilities irrespective of the fact, whether (i) Allottee/s is using the club or not (ii) Possession of this Said Flat has been taken over or not.
17. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the company owners or any other nominee/agency/association or other body as may be appointed /nominated by the company (hereinafter referred to as the Maintenance Agency) from time to time for the maintenance and upkeep of the complex. However, failure on the part of the allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges etc.
18. The company /Maintenance Agency shall maintain the complex till the maintenance is handed over to the Allottees Association for a period as referred in Clause above from the date of completion of the block in which Said Flat is located and/or Project, whichever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security net of default of Maintenance Charges; other dues etc. along with Applicable Interest and discontinue maintenance of the Block/Project. If association fails to accept the said return of Said Security within 15 days of written intimation to such effect, then the net of default Said Security shall lie with the Company without creating any liability to either provide maintenance or interest on the same.
19. The maintenance of Said Flat including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or possession Due Date, whichever is earlier.
20. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development/ construction with the existing ones in the project. The Allottee/s has agreed that he/she/they shall not make any objection or made any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenitie/facilities etc as above said.
21. The Allottee/s shall get exclusive possession and title of the Said Flat along with allotted proportionate undivided share in land on which Said Block/Project is constructed herein through Sale/ Transfer deed. The Allottee/s shall have no right, interest & title in the remaining part of the Project such as club, parking, etc. except the right of usage of common passage/roads/common areas, as defined here in above, and carved out in the Project as per sanctioned lay out plan.
22. The Allottee/s agrees and understands that he/she/they shall not have any right in any commercial premises, shops, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment sale of such commercial premises, buildings, shops, community centre etc. to any personal/s and also in their operation and management.

23. The Allottee/s agrees and understands to pay to the company all amounts as may be intimated by the Company towards City Development Charges (CDC), Bandha Charges, Malba Charges, water Charges, water & sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by LDA/ Nagar Nigam/ Government Body etc.
24. The Future Purchasable / Additional FAR allowed by the Approving Authority / Government to the Company, the Company shall have the right to construct the additional Units / Flats on the said Land and in such a situation the allottee shall have no right to restrict the Company for the construction of the additional units / Flats on the such additional FAR.
25. I/we hereby agree that I/we shall pay the price of the said Apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Apartment means the covered / built up area of the said Apartment including the entire area enclosed by its periphery walls including area under walls, columns, etc. and half the area of common walls with other Apartments which form integral part of said Apartment and Common areas shall mean all such parts/ areas in the entire said Project which I/we shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.
26. I/we have NRI/ PIO status or if I/we am/are foreign national(s) then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/we agree that the Company will not be liable in any manner on such account.
27. The Company shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Apartment may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the prerequisite/condition precedent of the allotment of the said Apartment and I/we hereby agree to pay the sale consideration of the aforesaid Apartment according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse's to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
28. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond it's control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
29. The Company shall endeavor to give possession of the Apartment to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/us.
30. I/we shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
31. I/we shall use/ cause to be used the said Apartment for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting therefrom.
32. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Apartment to me/us.
33. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur therefrom. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.

34. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter in this regard
35. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
36. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
37. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Apartment) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Courts at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Apartment in relation to the said Apartment. If any other Persons has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

Name of the Applicant(s)

Signature of the Applicant(s)