



APPLICATION FOR PROVISIONAL BOOKING/ALLOTMENT OF FREEHOLD RESIDENTIAL PLOT(S) IN THE PROJECT "ANSAL TOWN MUZAFFAR NAGAR " AT MUZAFFAR NAGAR UP

(PLEASE USE BLUE COLOR FORM ONLY FOR BOOKINGS THROUGH AGENT / BROKER)

To
Ansal Housing & Construction Ltd.,
15 UGF, Indra Prakash,
21 Barakhamba Road,
New Delhi – 110 001

Dear Sirs,

I/We request that I/We may be provisionally allotted a residential Plot (hereinafter referred as a Unit) in your Project "Ansal Town, Muzaffar Nagar " at Muzaffar Nagar, UP under your Payment Plan as selected by us in this application.

I/We have remitted/ remit herewith a sum of Rs..... (Rupees.....
.....)only by Bank Draft/Cheque No..... dated.....
drawn on bank payable at New Delhi/Delhi/..... towards booking amount.

IN CASE THE AMOUNT PAID HERewith FALLS SHORT OF AMOUNT REQUIRED FOR BOOKING AS PER OPTED PAYMENT PLAN, I/WE PROMISE TO PAY THE BALANCE AMOUNT WITHIN 7 DAYS FAILING WHICH THE BOOKING MAY BE CONSIDERED CANCELLED ON THE SOLE DISCRETION OF THE COMPANY. I/ WE FULLY UNDERSTAND THAT MY/OUR RIGHT TO GET THE UNIT ALLOTTED ARISES ONLY AFTER BOOKING AMOUNT HAS BEEN FULLY PAID BY ME/US.

In the event of the company agreeing to provisionally allot a residential Unit, I/we agree to pay further installments of sale price and all other dues as stipulated in the application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

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 allotment and/or possession of a residential Unit notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. I/we agree to sign and execute the allotment Letter on the Company's standard format agreeing to abide by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the Company and clearly understand that the ownership title in the Allotted Unit shall pass on to me/us only after execution of Sale deed and till then allotted Unit shall remain property of the Company.

If, however, I/we fail to execute and return the allotment Letter within thirty (30) days from the date of its dispatch by the company then this application shall be treated as cancelled at the sole discretion of the company and the earnest money (as defined in Clause 18 of the terms and conditions mentioned in this Application) paid by me/us shall stand forfeited. If Allotment letter is dispatched by Company, but not signed and returned by me/us within thirty days as above and Company decides not to cancel the application, and I/We make any of the further due payments on demand by Company or at my/our own, it shall be rightfully construed as my/our consent to all of the terms and conditions of the Allotment Letter and I/We shall not object to any of the terms and conditions of Allotment Letter at later stage. I/We are making this application within the full knowledge that the site plans, location of the Proposed Unit and other terms and conditions as stated in this application for allotment are entirely tentative and are liable to be changed, altered, modified, revised, added, deleted, substituted or recast at the sole discretion of the Company as it may deem fit.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Allotment Letter.

My/our particulars are given below for your reference and record:

SOLE OR FIRST APPLICANT MR./MRS./MS.

..... S/W/D/ OF

R/O

..... NATIONALITY

AGE YEARS, PROFESSION /OCCUPATION.....

.....SERVICE

Residential Status : Resident/Non-Resident/Foreign National of Origin

Income Tax Permanent Account No

Ward/Circle/range and place where assessed to income tax

Mailing Address

.....Tel No. Mobile..... Fax No.

Office Name & Address

..... Tel No. Fax No.

Email ID:..... Permanent Address

SECOND APPLICANT MR./MRS./MS.

S/W/D/ OF R/O.....

..... NATIONALITY.....

AGE YEARS, PROFESSION/OCCUPATION

.....SERVICE

Residential Status : Resident/Non-Resident/Foreign National of Origin

Income Tax Permanent Account No

Ward/Circle/range and place where assessed to income tax

Mailing Address

.....Tel No. Mobile..... Fax No.

Office Name & Address

..... Tel No. Fax No.

Email ID:..... Permanent Address

Please affix
your photograph
here

Please affix
your photograph
here

DETAILS AND VALUE OF UNIT TO BE PURCHASED

Type of Unit	Plots	
Unit No.		
Block		
Category		
Preference Location Type		
	Sq. Mt. (approx.)	Sq. Yd (approx)
Sale Area of Unit		
Basic Rate Per Sq Mtr/Sq Yd		
Preference Location Charge Rate		

	AMOUNT (RS.)
Basic Sale Price of Unit	
Preference Location Charge	
Total Basic Cost including PLC *	

*Exclusive of external Electrification and other allied charges and taxes payable as per the terms of allotment.

PAYMENT PLANS: Please see Annexure A

PLAN 'A' DOWN PAYMENT **PLAN 'B' TIME LINKED INSTALLMENT**

Note:

- A. Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of Ansal Housing & Construction Ltd., payable at New Delhi/Delhi/ Muzaffar Nagar/ Meerut only. Out station Cheques/ Drafts will not be accepted.
- B. Club Membership is Mandatory. For rates please see price list.
- C. For Preferential Location and other details please see the Price List.
- D. Stamp duty and registration charges etc. shall be extra at actual and to be borne by the applicant.
- E. The total price above does not include:
 - a. Any tax paid or payable by the Company and/or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax and Service Tax or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as "Taxes") shall be reimbursed/ payable by the applicant from the date of Booking even if they are applied retrospective in effect.
 - b. The Company shall intimate to the intending Allottee, the amount payable as stated in above and the intending Allottee shall make payment within 15 (Fifteen) days of such intimation.
- F. In case PAN card No. is not provided, intending Intending Allottee(s) must provide declaration in Form No. 60 (See Annexure B)

DECLARATION:

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. I/We have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.

Declaration Signed by applicants

Date _____

Yours faithfully,

Place _____

Signature of applicant (s)/Intending Allottee(S)

FOR BROKER'S USE ONLY

Name of Agent..... Agent Code.....

Agent Stamp

Agent Signatures

Service Tax Reg No.....

NOTE: AGENTS MUST PUT THEIR STAMP AND SIGNATURE AT APPROPRIATE PLACE AND ENSURE THAT COPY OF THEIR PAN CARD AND SERVICE TAX REGISTRATION IS SUBMITTED TO COMPANY. NON COMPLIANCE MAY DELAY RELEASE OF COMMISSION TO THEM.

FOR OFFICE USE ONLY

RECEIVING OFFICER'S NAME.....

1. Application- Accepted Rejected

2. DETAILS OF UNIT ALLOTTED

Unit No.....Type.....Block..... Category.....

Unit Area.....Sq. Mtr. Sq yds

Basic Rate..... per Sq.Mtr..... per Sq. yds

Preference Location charge Type..... Rate.....

Basic Sale Price Rs.....

Preference Location Charges Rs.....

Total Unit Cost Price (Basic + PLC only) Rs.....

(in words).....

* Exclusive of External Electrification and other allied charges and taxes payable as per the terms of allotment.

3. Payment received at the time of booking vide Cheques/DD/Pay Order No..... dated.....
for Rs. drawn on..... Bank

4. Provisional booking receipt No..... dated.....

5. Type of Account.....

Date..... Place.....

Authorized Signatory

Checklist - ATTENDING STAFF/ INCHARGE TO ENSURE THAT FOLLOWING REQUIREMENTS HAVE BEEN COMPLIED WITH.

- Correct form is used for Direct / Broker Booking.
- Two copies of Allotment letters signed in advance by applicant.
- PAN Card copy / Form 60 from all applicants received.
- Residence Proof (Passport/ Driving Lic./Ration Card etc) received.
- Passport Size Photo of all applicants pasted on app. place.
- Telephone/Mobile Numbers of all applicants written at app. place.
- Applicants have signed at all required places including Declaration.
- All corrections and pastings are authorized by applicants by signing on/near to them.
- Unit details and cost verified with Lay out and applicable Price list.
- Cheque/DD is payable at Delhi/ New Delhi/ or Muzaffarnagar only.
- If Broker booking, broker name, signatures and Stamp are at app. place.
- Unit Type and specification is clearly marked in Application.

In case of NRI applicants following additional documents are required

- Passport copy with Valid visa page received.
- Letter from Bank on Bank's Letter head confirming that the cheque has been issued from NRI's NRO or NRE account held with them. This is not required if money is remitted or Draft is made by NRI from outside India.

PRINCIPAL TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF FREE HOLD RESIDENTIAL UNIT(S) IN
“Ansal Town, Muzaffar Nagar “ at Muzaffar Nagar UP

The principal terms and conditions for the provisional allotment are set out herein below which shall form part and parcel of the comprehensive Allotment Letter to be executed between the Company and the Intending Allottee(s).

1. The Developer is developing a Township Project over the land in a site presently admeasuring 90 **acres (approx)** at Bhopa/Shukrataal Road, Village Jat Mujerda, Tehsil and District Muzaffarnagar UP. under the name “Ansal Town, Muzaffarnagar”. The said land is currently owned by M/s Tirupati Biotech Ltd having its registered office at D-14, Preet Vihar, New Delhi. Wide Memorandum of Understanding dated executed by and between the Developer and M/s Tirupati Biotech Ltd, the Developer has been authorized to Develop the said Land into a Township and Market and sell the same.
2. That the intending Allottee(s) has fully satisfied himself/herself about the right, interest and title of the Company and/or its associates in the land on which the said Unit is proposed to be developed and has understood all the arrangements, if any, between the associate companies and limitations and obligations in respect thereof. The intending Allottee(s) agrees that there will not be any further investigations or objections by him/her in this respect.
3. That the company shall have the exclusive right to accept/reject this application in its sole discretion.
4. The Intending Allottee(s) has applied for provisional allotment of a residential Unit (hereinafter referred to as the said Unit) in the project with full knowledge of all the laws/notification and rules applicable to this area in general and this project in particular, which have been explained by the Company and understood by him/her.
5. The booking is subject to rules and regulations of the Govt. /Local Authorities etc. as are applicable in the area /city.
6. The approved layout plans have been seen by the applicant(s) / intending Allottee (s) and agrees that the company may effect such variations/ alternations/modifications etc., therein as deems fit or appropriate and/ or as may be done by the sanctioning authority and the applicant(s) hereby gives his/her consent to such variation/ additions/ alterations/ deletions/ modifications etc.
7. The Basic sale price of unit mentioned in Application does not include any tax paid or payable by the Company and / or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, and Service Tax or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as “Taxes”). Such taxes shall be reimbursed/ payable by the Intending Allottee(s), from the date of Booking even if applied with retrospective effect, as and when demanded by the Company.
8. Club Membership is Mandatory for all Unit Holders. The Company reserves the right to offer Club Membership to persons other than Unit Holders and Unit Holders/ intending Allottee(s) shall have no objection to such persons becoming club members. Basic Selling price does not include one time fees for Mandatory Club Membership. This will be charged extra as per the price list applicable at the time of booking. Basic selling price also does not include annual recurring club charges which shall be worked out and payable as demanded once the club becomes operational.
9. The Intending Allottee(s) shall in addition to the basic sale price, pay preferential location charges, if any. However, the Intending Allottee(s) hereby specifically agrees that if due to any change in the layout plans, the said Unit ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges charged to Intending Allottee(s) and such refund shall be adjusted in the last installment of the payment plan. If due to any change in the layout plan, the Unit becomes preferentially located, then the Intending Allottee(s) shall be liable and agrees to pay as demanded by the Company additional preferential location charges.

10. The Intending Allottee(s) shall pay the Basic sale price along with the preferential location charges as per agreed payment plan as per Annexure A. He/She also agrees to make all payments through demand drafts/cheques payable at New Delhi/ Delhi/ Meerut or locally at project location city only
11. It is hereby made clear that the basic sale price of the said Unit does not include EDC(External Development Charges, IDC (Infrastructure Development Charge) and/or any other charge of similar nature levied by the Government Authority(s).The Intending Allottee(s) hereby agree that he/she will pay such Charges, if any, as and when demanded by the Company or its nominee or any authority.
12. The cost of External Electrification, Electric connection, Water Service Connection, Sewer Connection as applicable in the Project are not included in the basic sale price of the said Unit and shall be payable by the Intending Allottee(s) in addition to the price of the Unit. Further the Intending Allottee(s) shall pay on demand to the Company all amounts to be determined at the time of providing necessary connections to make arrangements for providing sewer and water connections from the mains laid along the road serving the Project.
13. The cost of installing running and maintenance of Sewerage/Effluent Treatment Plant/ Pollution Control Devices, if any, shall be paid in addition to Basic sale price by Intending Allottee(s) on proportionate basis as and when demanded. Similarly if, either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment/facilities etc. then the cost of installing running and maintenance shall be additionally and proportionately paid by the Intending Allottee(s)
14. The Electricity, water supply shall be obtained from appropriate authority/body by Intending Allottee(s) for his/her own consumption at his/her own cost. The Cost of installation running and maintenance of sub-station/power house/transformers/pumping station shall be paid extra by the Intending Allottee(s) on Proportionate basis, the quantum of which shall be decided by the Company or nominated agency at its sole discretion and the same shall be conclusive and binding on the Intending Allottee(s).
15. Charges for Installation, running and maintenance of Fire fighting system, if any, are also to be paid extra proportionately as and when demanded by the Company. Fire Fighting equipment and prevention measures which are required within the Unit and which become necessary on account of any interior decoration/partition or heat load created by the Intending Allottee(s) shall be installed by him/her at his/her own cost after obtaining necessary permission by him from the authority(ies) concerned.
16. Apart from the internal services, if any outside (external and/or peripheral) services are provided by any Government or local authority and any charge is levied thereupon and/or any other charges are levied under any other head, the same shall also be payable in addition to the aforesaid price of the Unit on Proportionate basis by the Intending Allottee(s).
17. The Intending Allottee(s) also agrees to pay Govt./Local Body rates, cesses, charges, ground rent, taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be for the provisional allotment in proportion to the area of the Unit allotted prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated, as unpaid sale price of the Unit and the Company shall have lien on the Unit for the recovery of such charges.
18. The Company and Intending Allottee(s) hereby agree that the payment made to the Company by the Intending Allottee(s), either with the application for provisional allotment or thereafter to the extent of 20% of the Basic sale price of the said Unit shall constitute earnest money. This Earnest Money shall stand forfeited at the sole discretion of the company, in case of the non-fulfillment/breach of the terms and conditions contained in application and those of the Allotment Letter.
19. Payment of installments due towards the basic sale price, club membership fees will be made by the Intending Allottee(s) at intervals as per the payment plan opted by him/her. Timely payment of installments is the essence of the terms of this Application and Allotment Letter. If payment of installment is not received within the stipulated period given in the opted payment plan and/or in the event of breach of any of the terms and conditions of this Application and Allotment Letter by the Intending Allottee(s), the Allotment can be cancelled

at the sole discretion of the Company and 20% of the basic Sale Price of Unit, which constitute the earnest money, shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities. However, in exceptional circumstances, the Company may in its absolute discretion condone the breaches including delay in making payment by charging an interest @ 21% compounded quarterly on the delayed payments/ outstanding and restoration charges at such rates as may be decided by the Company in its sole discretion provided that the said Unit has not been allotted to any third party and/or disposed off in any manner whatsoever at the absolute discretion of the Company pursuant to such cancellation. In such a situation, an alternate Unit, if available, may be offered by the Company in lieu of the same.

20. If the cheque submitted by the Intending Allottee(s) is dishonoured, then the Application/ Allotment would be deemed cancelled/terminated by the Company on its own discretions and the Company will not be under any obligation to inform the Intending Allottee(s) about the dishonour of the cheque or cancellation of the Booking/Allotment. In such case, if the Intending Allottee(s) wants and insists to restore his booking, a new booking may be made with same Unit Number and, for such booking, prices applicable at the time of restoration shall be applicable. If however, same Unit is not available (after cancellation due to dishonour it may have been sold to other customer) then a different Unit shall be booked as per availability at that time.
21. Call Notice by the Company to the effect that installments/payments have become due shall be final and binding on the Intending Allottee(s). It shall be the duty of the intending Allottee(s) to make regular installments payment in accordance with the Payment Plan opted, on his own, without any dependence/reference to any demand notices being issued by the company, except in case of construction/development Linked Payment Plan. In case of Time Bound installments/payments, no Call Notice shall be necessary. The Company may in its discretion send call notices but non-receipt of the same shall not be a valid reason for non-payment of the installments/payments. No interest is payable by Company on any installment paid early/before its due date by the Intending Allottee(s) unless otherwise offered as a scheme by the Company.
22. The layout plans in respect of the said project are approved. However, if for any reason, layout plans are sought to be modified/amended either by the Company or by the Sanctioning Authority or Structural Engineers resulting in the change including (decrease/increase) in the area of the Unit, change in the location of the Unit, change in the number of the Unit, change in the boundaries, no claim monetary or otherwise will be raised by the Intending Allottee(s) or accepted by the Company except that the aforementioned rate will be applicable on the changed area of the Unit for the purpose of determination of the amount to be realized or refunded as the case may be. However, in case of any major alteration / modification resulting in more than 10 % change in the area of the Unit any time prior to or upon the grant of completion/occupation certificate, the Company shall intimate to the Intending Allottee(s) in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her and the Intending Allottee(s) agrees to inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Intending Allottee(s) shall be deemed to have accepted the changes. The Intending Allottee(s) agrees to pay the above mentioned price for any increase in area up to 10 % and prevailing market rate for any increase more than 10% in the area of the Unit within 30 days of the receipt of information and demand by the Company. If the Intending Allottee(s) writes to the Company within thirty (30) days of intimation by the Company indicating his non-consent/objections to such alterations / modifications then the Company shall try and accommodate the Intending Allottee(s) at an alternate location.
23. The Intending Allottee(s) shall not be entitled to seek refund of amount deposited against the Unit once demand of installments against the Unit has gone beyond 70% or more. At this stage, the request for refund or cancellation of Unit from the Intending Allottee(s) shall be considered by the Company at its sole discretion.
24. In the event of any request for surrendering of booking/cancellation of allotment and refund of money deposited prior to installments against the Unit(s) has gone beyond 70% is made by the Intending Allottee(s), the acceptance of such a request shall be at the sole discretion of the Company and subject to forfeiture of the earnest money as defined in clause 18 above and of compliance of the necessary formalities by the Intending Allottee(s).

25. The Intending Allottee(s) agrees that, if as a result of any legislation, order or rule of regulation made or issued by The Govt. or any other Authority, approvals for the said Project or any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(s) become subject matter of any suit/ writ / legal proceedings before a competent court or due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the Unit to the Intending Allottee(s) for his /her possession and use, the Intending Allottee(s) agrees that the Company if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
26. The present booking is subject to the condition that there is no price control/restriction from any authority. In case of any control or restriction on the price of the Unit being imposed by any authority, this booking will be liable to be cancelled by the Company at its sole discretion and the money deposited by the Intending Allottee(s) will be refundable without any interest on completion of formalities.
27. The Company shall endeavor to give possession of the Unit to the intending Allottee(s) within a reasonable time from the date of execution of allotment letter, subject to force-majeure circumstances such as act of God, fire, earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities material or supplies, failure of transportation, strike, lock outs, action of labour union, any dispute with any contractor / construction agency appointed by the Company, change of law, or any notice, order, rule or notification issued by any Courts/Tribunals and/or Authorities, delay in the grant of part / full completion (occupancy) certificate by the Government and / or any other public or competent authority or intervention of Statutory Authorities, or any other reason(s) beyond the control of the Company and subject to receipt of complete dues and other charges as per installment plan opted by the intending Allottee(s). The intending Allottee(s) shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the Company. The Company on completion of the development/construction shall issue final call notice (offer of possession) to the intending Allottee (s), who shall within time period mentioned in such offer of possession, remit all dues and take possession of Unit after registration of sale deed. The date mentioned on the final call notice shall be deemed to be the date of offer of possession.

In the event of his/her failure to take possession for any reason whatsoever, intending Allottee(s) shall be liable to pay all maintenance charges to the Company or the nominated agency and/or any other levies on account of failure to take possession of the Unit. The maintenance charges shall be reckoned from the date of offer of possession. The Company or its nominated agency shall charge in addition to charges mentioned above holding/watch and ward charges, as may be applicable at the Company's/ agency's discretion, if the Intending Allottee(s) fails to take possession within the period mentioned in the offer of possession. The Intending Allottee(s) shall also be liable to pay interest at such rates as may be applied by the Company or its nominated agency, in the event of any delay in payments of charges mentioned above. Further, if the Intending Allottee(s) fails to take possession of the Unit within a period of one year from the date of offer of possession or any date if extended by the Company in its sole discretion, the Allotment can be cancelled by the Company and 20% of the basic Sale Price of Unit which constitute the earnest money and all such dues payable by the Intending Allottee(s) towards Maintenance Charges on the date of cancellation shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Intending Allottee(s) and after compliance of necessary formalities.

28. That the physical possession of the said Unit shall be delivered to the Intending Allottee(s) after the same is ready for possession and the sale deed has been registered, provided all the amounts due from the Intending Allottee(s) are paid to the Company. The Intending Allottee(s) shall take possession of the said Unit within 30 (Thirty) days of the Company giving written notice to the Intending Allottee(s) intimating that the residential Unit is ready for physical possession.
29. The Intending Allottee(s) upon development of the said Project and offer of possession of the Unit shall enter into a maintenance agreement with any Association/Body of Units owners or any other nominee/agency/ association(s) or other body(ies) (hereinafter referred to as 'the Maintenance Agency') as may be appointed

/ nominated by the Company from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas and the Intending Allottee(s) shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the said Maintenance Agency, from the date of offer of possession, irrespective of whether the Intending Allottee(s) is in possession of the Unit or not. In order to secure due performance of the Intending Allottee(s) in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee(s) shall deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest free Maintenance Security (IFMS) on such rates as may be decided by the Company or its nominated agency in its sole discretion. In case of failure of the Intending Allottee(s) to pay the maintenance bill, other charges on or before the due date, the Intending Allottee(s) in addition to permitting the Company / maintenance agency to deny him /her the maintenance services, also authorises the Company to adjust the amount of the security deposited against such defaults. The balance of such deposit (after adjustment, if any, as above) shall be refunded, without interest, to the Intending Allottee(s) only when he/she sells/transfers/surrenders his/her Unit. This arrangement shall continue till the Project is handed over to the Municipal Authorities or the association of the Allottees/occupants. The Intending Allottee(s) agrees to pay the maintenance charges equivalent to Six months maintenance charges in advance to the Company or its nominated agency.

30. Further, the Company / its nominated agency reserves the right to increase maintenance charges / security deposit from time to time in keeping with the increase in the cost of maintenance services and the Intending Allottee(s) agrees to pay such increases on demand by the Company/its nominated agency for the maintenance. If the Intending Allottee(s) fails to pay such increase in the Maintenance charges/Security deposit or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee(s) authorises the Company to treat the allotment as cancelled without any notice to the Intending Allottee(s) and to recover the shortfall from the sale proceeds of the said Unit and to refund to the Intending Allottee(s) only the balance of the money realised from such sale after deducting there from the entire earnest money, interest on delayed payments and all other dues as set out in the price list and/or payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to the maintenance charges / security deposit as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee(s) and the Company shall have first charge / lien on the said Unit in respect of any such non payment of shortfall / increases as the case may be.
31. A sale deed shall be executed and registered in favour of Intending Allottee(s) within a reasonable time after the Company has received from the Intending Allottee(s) the total sale consideration, other dues/charges, stamp duty, registration fee, documentation charges and other incidental expenses along-with No Objection Certificate from concerned maintenance agency. The title of ownership shall pass on to the intending Allottee(s) only after execution of Sale deed and till then the Unit shall remain property of the Company.
32. In case the sale deed can not be executed because of any force-majeure circumstances as listed above and the Intending Allottee(s) has paid stamp duty, documentation charges and other incidental charges on demand from company or otherwise, the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp charges or other charges are increased by authorities, the Intending Allottee(s) will have to pay for the shortcoming in this respect and the Company will not be responsible for the increased cost in any manner whatsoever. Further, no interest will be paid for such delayed period by company on amounts such paid.
33. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement / deed / document executed between the Company and the Intending Allottee(s) shall be borne by the Intending Allottee(s).
34. The Intending Allottee(s) hereby agrees to abide by and adhere to the conditions imposed under the building laws, the lay out plans, building plans and other state, municipal and local laws as are applicable or made applicable in future by Govt bodies/ authorities to the said Unit/Project and shall be responsible for all defaults, violations or breaches of any of the conditions or rules and regulations. The Intending Allottee(s) also, hereby,

agrees to construct the house on Unit after getting the plans approved from concerned authorities within time allowed, if any, by the authority and in case of any violation in this regard agrees to pay penalty charges, if any, to the authorities concerned and/or keep the Company indemnified for any loss or cost incurred on account of such violations by the Intending Allottee(s).

35. The Intending Allottee (s) shall use the Unit for the purposes only for which the Unit has been allotted and shall not add, alter Unit in any manner without obtaining prior approval of the Company/ appropriate authority(ies). He/She shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloth etc. on the Unit or common areas. If required, the Intending Allottee(s) shall place sign board only at places designated by the Company and with the Company's consent. He/She should not cause damage to or nuisance in any part of the Project in any manner. All persons claiming through the Intending Allottee(s) shall be bound by the terms of this Application and Allotment Letter and the terms and conditions/rules and regulations of concerned Development Authority or any other Authority for all purposes.
36. The Intending Allottee(s) shall not install, operate and/or use Generator set of any size/kind in open area without prior permission of the Company or nominated Maintenance Agency.
37. The Intending Allottee(s) shall not, without appropriate permission from the Company and concerned Authority, sink, drill, install and/or commission any well/borewell/tubewell within the Unit or anywhere outside the area of the Unit allotted to him/her.
38. The Company may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Intending Allottee(s) to get the name of his/her nominee substituted in his/her place or to pass on / Transfer the Allotment in some other name on payment of administrative charges as prescribed by the Company. Any change in the name of the Intending Allottee(s) (including addition/deletion) as registered with the Company will be deemed as transfer for this purpose. The administrative charges for transfer of rights herein amongst family members (husband, wife, own children, real brother/sister and parents) will be 25% of the normal administrative charges for every transfer. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations / Transfers Claims/ disputes, if any, between transferor and transferee as a result of subsequent reduction/increase in the area of the Unit or change in the location of the Unit will be settled between transferor and transferee and the Company will not be a party to such disputes.
39. The Intending Allottee(s) shall get his complete address recorded with the Company at the time of booking and it shall be the responsibility of the Intending Allottee(s) to inform the Company in writing either in person or through registered post, A/D letter about all subsequent changes in his/her address, failing which, all demand notices and letters posted by the Company at the first recorded address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Intending Allottee(s) shall be responsible for any delay/default in payment and other consequences that might occur therefrom.
40. In case there are joint Intending Allottee(s), all communications shall be sent by the Company to the Intending Allottee(s) whose name appears first and at the address given by him/her and this shall for all purposes be considered as served on all the Intending Allottee(s).
41. The Company shall have the first lien and charge on the said Unit for all its due and/or that may hereafter become due and payable by the Intending Allottee(s) to the Company, in the event of the Intending Allottee(s) parting with their interest.
42. The Intending Allottee(s) agrees that any dispute arising or touching the Booking/Allotment shall be between the Company and the Intending Allottee(s) and the Authority will not be a party to such dispute except for the functions which are to be performed by the Authority.
43. The Intending Allottee(s) confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated / promised / represented / given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, roof top, facilities

and amenities including club, recreation facilities, if any, falling outside the area of the Unit save and except the use of common areas and such common areas will be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee(s). The Company relying on this specific undertaking of the Intending Allottee(s) has agreed to allot the aforementioned Unit and this undertaking shall survive throughout the possession and occupancy of the Unit by the Intending Allottee(s), his/her legal representatives, successors, administrators, executors, assigns etc.

44. It is made clear by the Company and fully understood by the intending Allottee(s) the allotment whether provisional and /or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the area (land) of the Unit to be allotted. Club membership is mandatory. In order to use the facilities to be provided at the club or any other facilities / amenities not specifically mentioned herein, the intending Allottee(s) undertakes to join such club/ society/association of the Unit owners and to pay such fees, charges therefore and complete such documentation and formalities as may be deemed necessary by the Company/club/society/association in its sole discretion for this purpose.
45. The Intending Allottee(s) hereby authorises and permits the Company to raise finance/loan from any Financial Institution / Bank by way of mortgage /charge/securitization of receivables of Unit allotted to him subject to the Unit being free of encumbrances at the time of execution of sale deed.
46. The Intending Allottee(s) can avail Loans from the Financial Institutions/Banks to Finance the unit and the Company shall extend all help for the same. However the Company shall not be responsible in any manner if a particular Financial Institution / Bank refuses to finance the unit on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Company payment schedule and its repayment with interest accrued thereon to the Bank/financing agency will rest exclusively on the Intending Allottee(s) and in no event the Company shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Intending Allottee(s) along with interest on delayed payments as per norms of the Company.
47. That the Intending Allottee(s) confirms and agrees not to hold the Company liable under any circumstance whatsoever for any consequence(s), in the event of any Bank/Financial Institution refusing to grant the Intending Allottee(s) a loan / financial assistance w.r.t the Unit to be allotted to him.
48. In case of the Intending Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the Unit in favour of the Intending Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
49. The Intending Allottee(s) hereby agrees and undertakes that he/she shall not at any time before or after taking possession of said Unit have any right to object to the Company constructing or continuing the development of the said Project in the said land and/or carrying out the construction of other building(s) / structures in the said Land. Further, the Intending Allottee(s) shall not claim any relief or stay, injunction etc. from any Court/Authority that may impede/cause hindrance to the Company in completing the said Project or handing over possession therein to the other Intending Allottee(s) in the larger public interest. The Intending Allottee(s) has fully understood and agrees that he/she either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Company or his agent(s) from developing and constructing the said Project in any manner whatsoever.
50. The Intending Allottee(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Intending Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of application and allotment and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Intending Allottee(s).

51. In case the Intending Allottee(s), is a non-resident, foreign national of Indian Origin or makes payment in any foreign currency, it is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Unit it shall be the sole responsibility of such Intending Allottee(s) to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under the Application or Allotment Letter. Any refund, transfer of security if provided in terms of the provisional allotment / allotment letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard. Whenever there is any change in the residential status of the Intending Allottee(s) subsequent to the signing of this Allotment letter it shall be the sole responsibility of the Intending Allottee(s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Intending Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Intending Allottee(s) only.
52. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as Partnership Firm, Body Corporate (s) whether incorporated or not, Association or Agency by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion and the Intending Allottee(s) agrees that he/she shall not raise any objection in this regard.
53. All or any disputes arising out or touching upon or in relation to the terms of the application and/or Allotment Letter 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator who shall be appointed by the Company and whose decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be bourn by the Intending Allottee(s). The Intending Allottee(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is other wise connected to the Company and the Intending Allottee(s) confirms that notwithstanding such relationship/connection, the Intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator.
54. The Intending Allottee(s) authorises the Company to adjust/appropriate all payments made by him/her first towards the interest or under any head(s) of dues against outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Intending Allottee(s) undertakes not to object/demand/direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion.
55. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants, licencees and / or subsequent purchasers/assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
56. The Intending Allottee(s) hereby agrees that the Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Intending Allottee(s) if the Company's rights are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Intending Allottee(s) hereby agrees to keep the Company fully informed at all times in this regard.

57. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained herein are declared invalid by a final and un appealable order, decree or judgement of a Court, then this shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted and the construction and interpretation of the rest of the terms and conditions shall remain valid and be binding upon the Parties hereto.
58. Any delay or indulgence by the Company in enforcing the terms mentioned herein or any forbearance or giving of time to the Intending Allottee(s) shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions by the Intending Allottee(s) nor shall the same in any manner prejudice to the rights, title and interest of the Company.
59. This Application and the allotment letter (to be executed later) shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Delhi.

I / we have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

I/ We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment letter and the present terms and conditions would be read and taken to be part of such allotment letter.

I / We are fully conscious that it is not incumbent on the part of the company to send us reminders/ notices in respect of our obligations as set out in this application and / or Allotment Letter and I/we shall be fully liable for any consequences in respect of defaults committed by me / us in not abiding by the terms and conditions contained in this application and/or Allotment Letter. I /We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies payable there under fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I /we further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/ our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I /we shall be left with no right, title, interest or lien on the Unit applied for and provisionally and/ or finally allotted to me/ us in any manner whatsoever.

Date _____

Place _____

Signature of Intending Allottee(s)