



PIONEER PARK
A WORLD WITHIN A WORLD

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A WORLD OF OPPORTUNITIES





PIONEER PARK

Application for Allotment by Sale of a Unit in “ PIONEER PARK” Complex in Sector 61, Urban Estate, District Gurgaon, Haryana.

Application No.: _____

Date: _____

Dear Sirs,

I/We request that I/we may be registered for provisional allotment of a residential Unit in “ **PIONEER PARK**” Complex, Sector-61, **Urban Estate, District Gurgaon, Haryana** as per cl.4 of annexed Performa titled DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION: of the annexed under your Down Payment/Installments Payment Plan.

I,/We agree to sign, execute and deliver, as and when desired/called upon/required by PIONEER URBAN LAND & INFRASTRUCTURE LTD

(‘Seller ‘), the Buyer’s Agreement as be drawn and prepared by the, SELLER which shall contain broad terms and conditions as contained and spelled out in ANNEXED Document , subject to such changes/additions/modifications /deletions as the Seller may get drafted The Buyer has carefully read over and understood the same and is making this request for provisional allotment of the Unit, agreeing to abide by the terms and conditions of Sale.

I/We remit herewith a sum of Rs. _____

(Rupees _____ only)

vide Cheque/Demand Draft/Banker’s Cheque/Pay Order No(s) _____ dated _____ drawn on _____

(Bank and Branch) in favour of “ _____ A/c _____ as the booking amount.

The aforesaid remittance does not constitute or mean any acceptance of the offer by the Seller, who at its sole discretion may reject the same without assigning any reason. In the event of the Seller accepting my/our application to provisionally allot a Unit, I/we agree to pay further installments of sale price and all other monies/dues as stipulated in the payment plan along with this application and the Buyer’s Agreement and the Payment Plan as explained to me/us by the Seller and fully understood by me/us.

I/We have clearly understood and agree that this application does not constitute any offer of allotment or allotment or any Agreement to Sell and I/we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the Seller may have issued a receipt(s) in acknowledgement of the money tendered by me/us to the Seller with application. It is only after I/we sign and execute the Buyer’s Agreement



on the Seller's standard format after carefully understanding the legal implications thereof and after understanding my/our obligations and liabilities and obligations as also the limitations and obligations of the Seller as be contained in the Buyer's Agreement and after undertaking to faithfully abide by all the terms and conditions set out therein.

The Seller will have the option to either accept or reject the signed Buyer's Agreement as be got prepared by the seller Till the time the Buyer sign and execute the BUYER'S Agreement, as got prepared, nothing contained in any document, communication shall fasten any obligation on the Seller to accept the Buyer as allottee of any unit as be raised in the complex.,

I/We agree that the allotment shall become final and binding upon the Seller only after the acceptance by the Seller of the signed Buyer's Agreement within a period of thirty (30) days from the date of dispatch by registered post of Buyer's Agreement together with all Annexure, Draft Tripartite Maintenance Agreement, together with amounts due and payable as set forth in the schedule of payments. If I/we fail to execute and deliver to the Seller the Buyer's Agreement, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us with the Seller shall stand forfeited without any notice or reminders.

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant

PERSONAL DETAILS FORM

Sole/First Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

Second Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

Third Applicant			PHOTOGRAPH
Son of/Daughter of/Wife of			
Mailing Address			
Telephone	Mobile	Fax	
Email		Age	
Residential Status	Resident/NRI/PIO	Income Tax Permanent Account No.	
Nationality			

DETAILS OF UNIT REQUIRED AND PROVISIONAL REGISTRATION

Type _____ (2 Bedroom/3 Bedroom/4 Bedroom)
 Tentative Unit No. _____ Floor _____ Tower/Building No. _____
 Super Area of Unit _____ Square Metre _____ Square Feet
 Parking Space(s) NOs. _____

UNIT PRICE

- Basic Price @ Rs. _____ per Square Feet/per Square Metre
- Preferential Location Charge (PLC) @ Rs. _____ per Square Feet/per Square Metre
- External Development Charges (EDC) @ Rs. _____ per Square Feet/per Square Metre
- Infrastructure Development Charges (IDC) @ Rs. _____ per Square Feet/per Square Metre
- Parking Space Charges Rs _____ (Rupees _____ only) @ Rs _____ each aggregating to Rs. _____ (Rupees _____ only).

PAYMENT PLAN OPTED: DOWN PAYMENT/INSTALMENT

Note:

1. Payment to be made by Demand Draft(s)/Pay Order(s)/Banker's Cheque(s) only drawn in favour of **Pioneer Urban – Pioneer Park Sales Account** payable at New Delhi.
2. Allotment to Nonresident and Nationals of Indian Origin shall be subject to laws of Republic of India.
3. For Nonresidents/Foreign Nationals of Indian Origin, all remittances, acquisition/transfer of the said unit and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be their own sole responsibility.

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s).

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant

Date: _____

Place: _____

FOR OFFICE USE ONLY

Type _____ (2 Bedroom/3 Bedroom/4 Bedroom)

Super Area of Unit _____ Square feet _____ Square Meters _____

Tentative Unit Number _____ Floor _____ Tower Number _____ Building Number _____

Block Number _____ with*/without*/Covered*/Uncovered* Parking Space(s) Number(s) _____ (strike out whichever is not applicable).

• Basic Price @ Rs. _____ per square feet*/per square meter* (strike out whichever is not applicable)

• Preferential Location Charge (PLC) @ Rs. _____ per square feet*/per square meter* (strike out whichever is not applicable)

• External Development Charges (EDC) @ Rs. _____ (strike out whichever is not applicable) aggregating to Rs. _____ (Rupees _____ Only)

• Parking Space Charges Rs _____ (Rupees _____ only) @ Rs _____ each.

Total Price Payable Rs. _____ (Rupees _____ Only) Add Club Membership Rs. _____

Registration Charges Rs. _____ Total Amount Payable Rs. _____

• Payment Plan _____ Type of Account _____ Booking Amount Received Vide Receipt Number _____ dated _____ Rupees _____

• Mode of Booking () Direct () Broker Details _____

Remarks _____

Signature (Receiving Officer)

Signature (Inventory)

Business Development Associate's Seal

BROAD TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN 'PIONEER PARK' RESIDENTIAL PROJECT IN SECTOR 61, URBAN ESTATE, GURGAON, DISTRICT GURGAON, HARYANA.

The terms and conditions given below are only indicative to enable the Applicant(s) to acquaint himself/herself/ themselves with the terms and conditions as will be comprehensively set out in the Buyer's Agreement which, shall broadly be on the lines appearing here, which such additions/alterations /modifications/ deletion as finally drawn On execution of the Buyers Agreement, Any thing contained hereunder shall stand superceded. All rights, liabilities, obligations of the parties shall be the terms of the Buyer's Agreement only.

1. The Applicant(s) has/have made this application for allotment of a Unit with full knowledge of and subject to all the laws/notifications and sales applicable to this area in general, and this project in particular, which have been explained by the Seller and understood by the Applicant(s).
2. The Applicant(s) has/have examined the documents/title deeds of the Seller, satisfied himself/herself/themselves about the interest and right of the Seller in the land on which the said units are being constructed as also all limitations and obligations in respect thereof. The Applicant(s) agrees that there will not be any further investigations or objections by him/her in this respect.
3. The Applicant(s) has/have seen and understood the Architectural concept of the plan being submitted to the authorities for sanctions and which is subject to change/modifications/alterations/deletions as the Competent Authority and/or the Architect may advise and as the and accepted the plans The present , designs, specifications, are tentative The Applicant(s) is making the application with the full knowledge about the building plans, proposed specifications, location of the unit/buildings, floor plans and other terms and conditions are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Seller may consider necessary or as directed by the competent authority and/or Architect at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate. The Applicant(s) has/have also acquainted themselves the specifications and information as to the material to be used for the construction which too are tentative and the Seller may make such variations and modifications therein as it may deem fit and proper or as may be directed by any competent authority and the Applicant(s) hereby gives his/her/their consent to such variations and modifications. The Applicant(s) has/have, in token of his/ her/ their acceptance of various layout plans of the said Unit/said Apartment/said Building/said Complex and specification, signed and executed the annexure, attached and which form part and parcel of his/ her / their application and shall also form a part of the Buyer's Agreement The Applicant(s) shall not raise any dispute claim against the Seller in this regard.
4. The Applicant(s) has/ have made the application for registration for allotment of a Unit with all knowledge that the plans for the Building in which the unit applied for to be located, are not yet sanctioned by the competent authority and that in case, for any reason(s), the same are nor sanctioned or cancelled or revoked at any point of time during the construction, the Seller shall only be liable to refund only those amounts so received by it without being, in any manner, liable for any interest thereon. The refund of money shall be done by the Seller through registered post. On refund of the money by the Seller the Applicant(s) shall not have any further rights, claims etc. against the Seller in any manner what so ever and the Seller shall fully stand released and discharged from all or any of its obligations and liabilities.
5. Seller shall always have the right to effect suitable necessary alterations in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes, namely A) change in the position of unit, B) change in the number of the unit C) change in its dimensions or change in the height of the building D) change in its area. For implementing all or any of the above changes, supplementary agreement(s), if necessary, will be drawn and executed. Applicant affirms and agrees that its application for allotment of Unit and any consequential allotment is on basis of SUPER AREA, which is 125% of the covered area and that in the event there be any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the unit was booked and as a consequence of such reduction in the super area, the Seller shall be liable to refund to the Applicant(s) the proportionate reduced charges without paying any interest thereon. In the event there be increased in the Super Area, the Applicant shall be obliged to pay and Seller entitled to recover from Applicant additional price along with other proportionate additional charges within 30 days of the demand raised without interest. In the event the Applicant fails to remit the necessary payments to the Seller within the time as stipulated the Applicant shall be liable to pay the demand as raised along with 21 % P.A. interest.
6. The Applicant(s) agrees that he/she/they shall pay the price of the unit and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the proposed residential project and proportionate share of the other common facilities, as to be specifically provided in the Buyer's Agreement, which may be located anywhere in the said proposed residential complex. It is further understood by the Applicant(s) that the calculation of super area of the Unit shall be more clearly defined in the Buyer's Agreement and upon execution of Buyer's Agreement, the method of definition of super area stated therein shall become binding on the parties to the Buyer's Agreement.
7. That the Seller has made it specifically clear to the Applicant(s), who has/have understood and agreed that the computation of the price of the said Unit does not include any element of recovery or payments towards running and operation of common amenities and facilities like convenience store or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Seller from the Applicant(s) in any manner. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate Agreement.
8. That the Applicant(s) shall pay directly, or if paid by the Seller, then reimburse to the Seller, on demand, Government rates, taxes or cases, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or livable now or in future on the Scheduled Property or the Complex and/or the Project(s) constructed on the Scheduled Property and/ or Complex or the said Unit, as the case may be, as assessable /applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s). The Applicant(s) understands that the prices given in the payment schedule are inclusive of the External Development Charges (EDC), pro-rated per apartment as applicable to this Group Housing site. In case of any upward revision thereof by the Government agencies in future, the same shall be recovered from the Applicant(s) on pro-rata basis.
9. The Applicant(s) agrees that 10 % of the price settled for the Unit, is earnest money, which in the event of Buyer failing to execute the Buyer's Agreement within 10 days of the call made for it and/or its failure to honor any of the obligations under the Buyer's Agreement the earnest money along with interest and other non-refundable amounts, as envisaged under the Buyers Agreement, shall automatically stand forfeited. The Buyer neither having claim to acquire the Unit nor claim any return of the earnest money along with any the interest paid by the buyer, due or payable along with any other amounts of non-refundable amount as per terms and conditions herein contained as also in the Buyer's Agreement in any manner what so ever. The Seller and the Applicant(s) hereby agree that the money for the purpose of the application and Buyer's Agreement shall be per unit.
10. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said flat/floor space, it is repeated and specifically made clear to the intending buyer that it is only the inside space in the said flat/floor space, that has been agreed to be sold and the inclusion of the common areas in the computation of the super area does not give any interest therein as such to intending buyer except as provided hereunder. The intending buyer hereby agrees that it shall, in no event claim any right, title and interest in the common area and shall not object intending seller to use/deal with the common area in any manner whatsoever. It is further agreed between the parties that if the maintenance, replacement and other charges etc. are paid regularly, as provided in these presents, the intending buyer or anyone else lawfully claiming under him, will have a right to use of ingress/egress in the common area and use of common facilities. In case of default of such payment, it shall not be open to any other public or competent authority or for any other reason beyond the control of the intending seller then in any of the aforesaid events, the intending seller shall be entitled to a reasonable extension of time for delivery of possession of the said flat/floor space. The buyer shall, on possession being taken and on his complying with all the obligations, use the unit only for residential purposes. The same shall not be used for any immoral purposes or for any act which be violative of any law as promulgated by any of the authorities.

11. The intending buyer shall not cause or caused to be done, any alteration or damage to the superstructure, ceiling, wall etc. nor shall undertake, any internal modifications/renovations/decorations etc. without the prior written approval of intending seller. The intending seller, at its sole discretion, may refuse such alteration to the superstructure which may be in the opinion of intending seller/maintenance agency, affect the structural stability and/or otherwise affect or likely to affect the proper maintenance of the ultra modern ambience, decorum and prestige and standard of the entire complex as a whole.
12. That the intending buyer shall not encroach upon the passages, corridors etc. or interfere with the amenities, utilities and services available for common use, nor shall store any goods, objects in the common area or block any common area/facility etc. in any manner whatsoever.
13. That the intending buyer undertakes not to sub-divide the said flat/floor space.
14. That the intending buyer shall observe, perform and comply with the provisions of applicable local Rules, regulations and/or bye-laws in force or as may be amended from time to time or as may be made applicable by the intending seller/its nominated maintenance agency for the purpose of upkeep and maintain the common areas etc. of the said complex.
15. It is agreed between the parties that in case the intending buyer commits any breach of its undertakings contained herein for any reasons whatsoever, the intending seller shall be entitled to terminate this agreement forthwith and refund the balance amounts already paid by the intending buyer to the intending seller without interest after forfeiting and deducting the earnest money and other costs after resale of the said premises and upon such termination, this agreement shall stand cancelled and the intending buyer shall be left with no rights/title in the said premises. The intending seller thereafter, shall be free to deal with the said premises in any manner whatsoever in its sole discretion. However, if the breach committed by the intending buyer is rectifiable, the intending buyer shall have an opportunity to rectify the same upon notice by the intending seller and within a period of 30 days from such notice.
16. That it is mutually agreed that save and except the said flat/floor space hereby agreed to be allotted to the intending buyer, the intending buyer shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress in the manner the intending seller may provide at its absolute discretion, from time to time, over or in respect of the land, open spaces and all or any of the common areas, which shall always remain the absolute property of the intending seller whose responsibility shall be to maintain and upkeep the said spaces, sites either by itself or through its nominee(s) or any other maintenance agency and the cost thereof shall be borne and paid by the intending buyer to the extent of its pro-rata share in the said complex.
17. The applicant, on completion of the building and possession taken, shall become member of the Maintenance society, if formed. The buyer shall be liable to pay all the charges as claimed by the maintenance society without default and shall be bound by the covenants so entered into between him and the maintenance society/maintenance agreement.
18. All rates, taxes, outgoing, dues, duties, water and electricity charges, maintenance and other charges as payable, shall be paid by the buyer without any default to such persons/authorities, raising demand/claim. The applicant shall always keep the seller harmless and indemnified of any claims from any source/authorities.
19. The Applicant(s) shall enter into a separate Maintenance Service Agreement on the terms and conditions as may be provided in Buyer's Agreement and the Maintenance Agreement,
- 20.
- a) The Seller shall make all efforts to apply for the Occupation Certificate of the proposed residential project within thirty six (36) months from the date sanction of the plan by the competent authority and after the date of signing of the Buyer's Agreement, subject to such limitations as be provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement by the Applicant(s). The Applicant(s) agrees and understands that the Seller shall be entitled to a grace period of ninety(90) days, after the expiry of thirty six (36) months, for applying and obtaining the Occupation Certificate in respect of the said complex.
- The Seller, on obtaining the Occupation Certificate and subject to the Applicant(s) having complied with all the terms and conditions of the Buyer's Agreement, shall hand over the Unit to the Applicant(s) for his/her/its/their occupation and use or as provided in Buyer's Agreement.
- In the event the Seller fails to deliver the possession of the Unit to the Applicant(s) within the stipulated time period and as per the terms and conditions of the Buyer's Agreement then the Seller shall pay to the Applicant compensation @ Rs 5/- Rupees (five) per Square Feet of the super area of the said Unit per month for a period of one year (12 months) or till handing over of the possession, which ever is earlier, subject to the Applicant having fulfilled his part of the obligations as per the terms of allotment of the Buyer's Agreement provided always that in case the Seller fails to deliver possession of the Unit within a period of 51 (fifty one) months from the date of sanction of plans by the competent authority and after the date of signing of the Buyer's Agreement, then in such case, the Applicant(s) shall give notice to the Seller, within ninety (90) days from the expiry of the said period of 51 (fifty one) months stating his/ her/ their intention to terminate the Buyer's Agreement. On receipt of such notice from the Applicant(s), the Seller shall be at liberty to sell and/or dispose of the said Unit and the allotted parking space to any other party at such price and upon such terms and conditions as the Seller may deem fit without accounting further sale proceeds thereof to the Applicant(s). Thereafter, the Seller shall, within ninety (90) days from the date of sale of said Unit along with the parking spaces and after full realization of the Sale Price, refund to the Applicant(s), all the monies received, till the date of the refund, from the Applicant(s) under the Buyer's Agreement. In case the Seller fails to refund the Sale Price, the Seller shall pay interest to the Applicant(s) @ 9% pa. for any period beyond the said period of ninety (90) days. The Applicant(s) shall have no other claim against the Seller in respect of the said Unit along with the parking space.
- If the Applicant(s) fails to exercise his/her/its/their right of termination within the time limit as aforesaid, by delivery to the Seller of a written notice acknowledged by the Seller in this regard, then he/ she they/ it shall not be entitled to terminate the Buyer's Agreement thereafter and he/she/they/ it shall continue to be bound by the provisions of the Buyer's Agreement, provided that in such case, the Seller shall continue to pay the compensation provided herein.
- b) Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the said Unit upon being intimated about the same by the Seller and in the manner as specifically described in the Buyer's Agreement, the Seller shall have the option to cancel his /her/ their/ its allotment and avail of the remedies as stipulated in the Buyer's Agreement or the Seller may, without prejudice to its rights under any of the clauses of the Buyer's Agreement and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the said Unit in the manner as stated in that clause on the condition that the Applicant(s) (UNIT ALLOTTEE(S) at that stage) shall pay, to the Seller, holding charges @ i Rs. 5/- . (Rupees Five only) per Square Feet of the super area of the said Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the holding charges with applicable overdue interest, if any, are fully paid.
- It is made clear and the Applicant(s) agrees that the holding charges, as stipulated in this clause, shall be a distinct separate charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Applicant(s).
21. The Applicant shall pay, as and when demanded by the Seller, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the said Unit and parking spaces in favour of the Applicant(s), which shall be executed and get registered with the Registrar of Assurances in accordance with the provisions of the Indian Registration Act, 1908 upon receipt of the full sale price, other dues and the said charges and expenses, as maybe payable or demanded from the Applicant in respect of the said Unit and parking space(s) allotted to him/her/them.
22. The Applicant(s) undertakes that he/she/they shall become a member of any Association/society of said Residential Complex, as maybe formed by the Seller on behalf of Unit Buyer's as and when asked to do so, and bear and pay all charges and expenses payable with respect to the same.
23. Time is the essence with respect to the Applicant's obligations to pay the Sale Price as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and when demanded by the Seller, as the case may be, and also to perform or observe all the other obligations of the Applicant(s) under the Buyer's Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on the part of the Seller to send demand notices/reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s). In case of delay of 60 (sixty) days in making payment by the Applicant to the Company as per the Schedule of Payments, the Seller shall have the right to terminate the

Allotment/Agreement and forfeit the Earnest Money. The Seller shall also be entitled to charge interest @ 21% p.a from the due date of installment, as per the Schedule of Payments, till the date of payment. However, the Seller may in its sole discretion, waive its right to terminate the Allotment/ Agreement, and enforce all the payments and seek specific performance of the Buyer's Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Seller.

24. The Applicant hereby authorizes and permits the Seller to raise finance/loan from any financial institution/bank by way of mortgage charge securitization of his /her /their/ its respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of sale deed in favour of the Applicant(s) or his/ her/ their/its nominee. The Seller/Financial Institution/Bank shall always have the first lien/charge on the said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction of the said Building/Residential Complex. In case of the Applicant(s), who has opted for long term payment plan arrangement with any financial institutions/banks, the conveyance of the Unit in favour of the Applicant(s) shall be executed only upon the Seller receiving No Objection Certificate from such financial institutions/banks.

25. The Applicant(s) hereby covenants with the Seller to pay, from time to time, and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damage that the Seller may suffer as a result of nonpayment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

26. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit, it shall be the sole responsibility of nonresident foreign national of Indian origin to comply 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 and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under Buyer's Application or Buyer's Agreement. Any refund, transfer of security, if provided in terms of the Buyer's Agreement 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 Applicant(s) understands and agrees that in the event of any failure on, his/her their/ part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/ she /they shall alone be liable for any action under the Foreign Exchange Management Act, 1999, as amended from time to time. The Seller accepts no responsibility in this regard and the Applicant(s) agrees to keep the Seller fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

27. The Applicant(s) has/ have specifically agreed with the Seller that the allotment of the Unit shall be subject to strict compliance of Bye laws, Rules etc. that may be framed by the Seller for occupation and use of the Unit and such other conditions as per the applicable laws.

28. The Applicant(s) shall inform the Seller, in writing, of any change in the mailing address mentioned in the application failing which all demands, notices etc. by the Seller shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s). In case of Joint Applicants all communication shall be sent to the first named Applicants in the application.

29. It is specifically agreed and understood by the Applicant(s) that the Seller may, at its sole discretion, decide not to allot, any or all unit(s) to anybody or altogether decide to put, at abeyance, the project itself for which the Applicant(s) shall nor raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Seller with the application from the Applicant(s). Further, the provisional and /or final allotment of the Unit is entirely at their discretion of the Seller and the Seller has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

30. The Applicant(s) agrees and undertakes that the applicant(s) shall not sell, transfer, assigned of part with his / her / their rights, title, interest in the said unit or any person thereof, even after the allotment is made in his/her/their/its favour, until all the dues payable to the Seller are fully paid and the Deed of Conveyance is executed in his/ her/ their favour. The Applicant(s) is/ are, however entitled to get the name of his/ her/ their/its nominee(s) substituted in his /her/ their/ its place with the prior approval of the Seller, who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Seller, transfer charges as applicable from time to time for the purpose of such substituting.

31. The Applicant(s) specifically understands that upon execution, the terms and conditions, as be set out in the Buyer's Agreement. Anything contained in this Broad Terms shall stand superseded, the parties to remain bound by the Buyer's Agreement as got prepared and executed.

32. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.

33. All or any dispute arising out of or touching upon or in relation to the terms of the Application or Buyer's Agreement or the Maintenance Agreement; including the interpretation and validity 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 & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Seller alone in New Delhi by the Sole Arbitrator, who shall be the Company Secretary of the Seller Company. The Applicant(s) hereby confirms that he/she/they/it shall have no objection to this appointment.

The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning the Buyer's Agreement and shall not challenge the same on any ground, more particularly, that of basis or favoritism or discrimination based on the appointment of arbitrator exclusively by the Seller, regardless of the place of execution of the Buyer's Agreement.

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 shall be comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this application.

Signature of Sole/First Applicant

Signature of Second Applicant

Signature of Third Applicant

Documents to be submitted along with the application form

Resident of India:

- Copy of PAN card.

Photographs in all cases.

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners has signed the documents , an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI / Foreign National of Indian Origin:

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the allottee.
- In case of a cheque , all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.





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FOUNDATIONS FOR LIFE

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