

APPLICATION FORM

Application for Provisional Allotment for Sale of
Premium Bungalow(s) at "MIST AVENUE"
at plot no1, Sector 143, Noida,Uttar Pradesh, India

By

MIST AVENUE PVT. LTD.
Corporate Office: 615-618, 6th Floor, Le Meridien Commercial Tower,
Raisina Road, New Delhi-110001
(Herein after referred to as "Company")

Dear Sir,

I/We remit herewith a sum of Rs. _____ (Rupees
_____ only) by Bank Draft/ Cheque No.
_____ dated _____ drawn on
_____ as booking amount. In the event of THE COMPANY agreeing to
provisionally allot Premium Bungalow(s) I/we agree to pay further instalments of sale price and all other
dues as stipulated in this Application and the Payment Schedule 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 final allotment of premium bungalow(s)
notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money
tendered with this Application. It is only after I/we sign and execute the Buyer's Agreement on the
Company's standard format agreeing to abide by the terms and conditions laid down therein that the
allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this
Application or I/We fail to execute and return the buyer's Agreement within thirty (30) days from the
date of its intimation, my application shall stand cancelled and the deposits shall be forfeited.

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 money deposited by me as laid down herein and the execution
of the Premium Bungalow(s)Buyer's Agreement within the period stipulated therein.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant

Signature of Fourth Applicant (if any)

1. SOLE OR FIRST APPLICANT

Mr./ Mrs./ Ms. _____

Son/Wife/Daughter of _____

Resident of _____

Nationality _____ Age _____ DOB _____

Profession _____ Service _____

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

Indian origin _____

Income Tax Permanent A/c No. (PAN) _____

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

Mailing Address _____

Tel. No. _____ Fax No. _____

Office Name & Address: _____

Tel. Nos. _____ Mobile No. _____

Email ID _____

2. SECOND APPLICANT

Mr./ Mrs./ Ms. _____
Son/Wife/Daughter of _____
Resident of _____
Nationality _____ Age _____ DOB _____
Years profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of
Indian origin _____
Income Tax Permanent A/c No. (PAN) _____
Ward/Circle/Special range and place where assessed to income tax _____

Mailing Address
Tel. No. _____ Fax No. _____
Office Name & Address
Tel. Nos. _____ Mobile No. _____
Email ID _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant

Signature of Fourth Applicant (if any)

3. THIRD APPLICANT

Mr./ Mrs./ Ms. _____
Son/Wife/Daughter of _____
Resident of _____
Nationality _____ Age _____ DOB _____
Profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of
Indian origin _____
Income Tax Permanent A/c No. (PAN) _____
Ward/Circle/Special range and place where assessed to income tax _____
Mailing Address _____

Tel. No. _____ Fax No. _____

Office Name & Address _____

Tel. Nos. _____ Mobile No. _____

Email ID _____

4. FOURTH APPLICANT

Mr./ Mrs./ Ms. _____
Son/Wife/Daughter of _____
Resident of _____
Nationality _____ Age _____ DOB _____
Years profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of
Indian origin _____
Income Tax Permanent A/c No. (PAN) _____
Ward/Circle/Special range and place where assessed to income tax _____

Mailing Address _____

Tel. No. _____ Fax No. _____

Office Name & Address _____

Tel. Nos. _____ Mobile No. _____

Email ID _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant

Signature of Fourth Applicant (if any)

1. **M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its Partner authorized by resolution dated _____ Mr./Mrs./Ms. _____ (hereinafter referred to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (copy of the resolution signed by all Partners to be enclosed with application)
2. **M/s. _____ a Company Registered under the Companies Act 1956, having its registered office at _____ through its duly authorized signatory/representative Mr./Mrs./Ms. _____ authorized by Board resolution dated _____ (hereinafter referred to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successor and assigns) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association to be enclosed with application).
3. Premium Bungalow(s) Super Area: _____ Sq. ft. (approx)
4. PAYMENT SCHEDULE: DOWN PAYMENT /INSTALLMENT
Note:
Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of "MIST AVENUE (PVT) LTD." payable at New Delhi.
5. DECLARATION:

I/We the applicant(s) do hereby declare that my/our application for allotment by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read and signed all pages of this application form and payment plan and understood the contents thereof.

Date :

Yours faithfully,

Place :

Signature of Applicant(s)

Signature of Sole/First Applicant
any)

Signature of Second Applicant (if

Signature of Third Applicant

Signature of Four Applicant (if any)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____ Date _____

1. ACCEPTED/REJECTED

2. Premium Bungalow(s) _____ sq. ft. (approx)

3. Basic Sale Price (super area): Rs. _____ per sq. ft.

Service tax or any other applicable charges shall be charged extra.

Preferential location _____ % of basic sale price Charges, if applicable amounting to Rs. _____

Interest Free Maintenance Security @ Rs. 250/- per sq. ft. aggregating to Stamp duty, registration charges, any other Govt. levies as applicable etc. shall be extra at actual and to be borne by the applicant.

4. PAYMENT SCHEDULE: Down Payment / Instalments

5. Payment received vide Cheque/DD/Pay Order No. _____ dtd. _____

for Rs. _____ out of NRE/NRO/FC/SB/CUR/CA _____

A/c No. _____

6. Provisional booking receipt no. _____ dated _____

7. BOOKING: DIRECT/THROUGH SALES ORGANISER

8. Sale Organiser's Name & Address,

Stamp with Signature _____

9. **Check list for Receiving Officer:**

Booking Amount

Customer's Signature on all pages of the application form

PAN No./Form 60/Form 46 A

Two Passport size photographs

Copy of document in support of Address Proof

For Companies: Memorandum & Article of Association/Board Resolution

For Foreign Nationals; IPI 7/Passport Photocopy

For NRI: Copy of Passport & Payment through NRE/NRO A/C/

10. Remarks: _____

DATE: ____/____/____

PLACE:

(Authorised Signatory)

Signature of Sole/First Applicant
any)

Signature of Second Applicant (if

Signature of Third Applicant

Signature of Fourth Applicant (if any)

**TERMS AND CONDITIONS PREMIUM BUNGALOW(S) AT "MIST AVENUE" SITUATED AT PLOT NO 1,
SECTOR 143, NOIDA, UTTAR PRADESH.**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as "Intending Allottee") with the terms and conditions as may be set out in the Premium Bungalow(s) Buyers Agreement which upon execution shall supersede the terms and conditions as set out in this application. The Applicant(s) understand and acknowledge that it shall adhere to and abide by the terms and conditions of the Premium Bungalow(s) Buyers Agreement. The Intending Allottee(s) shall sign all the pages of this application in token of his/her acceptance of the same.

1. The Intending Allottee(s) agrees that it/he/she has applied for provisional allotment of Premium Bungalow(s) with full knowledge of all the laws/notifications and rules applicable to the area in general and 'MIST AVENUE (PVT) LTD' in particular which have been explained by the Company and understood by him/her.
2. There are preliminary standard Terms & Conditions governing the Provisional Allotment of the said premises by the company to the applicant. Mere acceptance of these standard Terms & Conditions do not vest any right, title and interest in the said applied premium bungalow(s) to the applicant/allottee or any other person.
3. The detailed terms of transfer of the said premium bungalow(s) space shall be based on the definitive Legal document for the transfer of property (herein referred as "Buyers Agreement") and shall include the entire understanding between the Parties relating to the sub lease of the said Premises to the applicant/allottee. The Applicant/Allottee shall have no right, title or interest whatsoever on the said premium bungalow(s) either during its construction or after its completion till the execution of Buyers Agreement by MIST AVENUE (PVT) LTD. Provided that Buyers Agreement shall be executed as due in accordance with provisional allotment letter, subject to Applicant/Allottee complying with all the provisions thereof.
4. The Intending Allottee(s) has satisfied itself/ himself/herself/themselves about the interest and title of the Company in the land on which the said premium bungalow(s) is being constructed and has understood all 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.
5. The Intending Allottee(s) agree(s) that it he/she shall pay the price of the Premium Bungalow(s) and other charges calculated on the basis of super area which is understood to include pro rata interest of the common areas. It is further understood and agreed by the Intending Allottee(s)

that the calculation of super area of the Premium Bungalow(s) given in this application is tentative and subject to change upon approval of final building plan(s)/ structure. The definition of super area of the Premium Bungalow(s) shall be more clearly defined in the Premium Bungalow(s) Buyers Agreement and the Intending Allottee(s) agree(s) to accept the same and upon execution of that agreement the method of calculation of super area stated therein shall become binding on both the parties.

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Signature of Fourth Applicant (if any)

6. The Company has calculated the total price payable by the Intending Allottee(s) for the said premium bungalow(s) on the basis of its super area which comprises of the premium bungalow(s) area and the proportionate undivided share in the common areas and facilities within the said premium bungalow(s) only, on such super area the applicant/allottee will have only usage right. In addition though not forming a part of the computation of super area for which price is charged, the Intending Allottee(s) shall have the sub lease of undivided proportionate share of the land beneath the footprint of the building of the said premium bungalow(s) only calculated in the ratio of super area of its/his/her to the total super area of premium bungalow(s) only. The Intending Allottee(s) confirms and represents that it/ he/ she has not made any payment to the Company in any manner, whatsoever, that the Intending Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, building, common areas, facilities and amenities falling outside the land beneath the said premium bungalow(s) save and except the use of common areas (for the purposes of direct exit to a nearest public street/nearest road only) to 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).
7. It is made clear by the Company and agreed by the Intending Allottee(s) that all rights including the ownership thereof of land(s), facilities and amenities shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi Government, any other authority, body, any person, institution, trust and/or any local body(i.e.) which the Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Intending Allottee(s) in the application may provisionally agree to allot the Premium Bungalow(s) and this undertaking shall survive throughout the occupancy of the premium bungalow(s) by the Intending Allottee(s), his/her legal representatives, successors, administrators, executors, assigns, etc.
8. The Premium Bungalow(s) applied for may be subject to the provisions of Laws applicable to the land and/or any such other statutory enactment(s) and/or modification(s) thereof as and when brought into force. The common areas and facilities and the undivided interest of each Premium Bungalow(s) in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Laws applicable to the land and/or any other such statutory enactment (s) or modifications thereof shall be conclusive and binding and the Intending Allottee(s) agrees and confirms that its his/her right, title and interest in the said premium bungalow(s) shall be limited to and governed by what is specified by the Company in the said declaration and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said premium bungalow(s) and the Company shall be entitled to sell, transfer part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee(s) shall have no claim whatsoever of any sort therein in this regard.

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any)

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Signature of Third Applicant

Signature of Fourth Applicant (if any)

9. It shall be an essential condition of allotment that the use for which the premium bungalow(s) is/are purchased shall not be altered without obtaining prior consent in writing from the Company. Any change in the specified use will be treated as a breach of this Application Premium Bungalow(s) Buyers Agreement entitling the Company to cancel the allotment and forfeit the entire monies deposited by the Intending Allottee(s). Thereafter, the Intending Allottee(s) shall not have any right, title or interest in the said premium applied herein. Further, the Premium Bungalow(s) shall not be altered / modified by the Intending Allottee(s) in any manner without the prior permission of the Company.
10. The Intending Allottee(s) hereby agrees to pay additionally as preferential location charges for preferential location as described in this application and in a manner and within the time as stated in the payment plan. However, the Intending Allottee(s) has specifically agreed that if due to any change in the layout/building plan, the said premium bungalow(s) ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee(s) and such refund shall be adjusted in the last instalment as stated in the payment plan. If due to any change in the layout/building plan, the premium bungalow(s) becomes preferentially located, then the Intending Allottee(s) shall be liable and agrees to pay as demanded by the Company additional preferential location charges as stated in the Payment Schedule.
11. The cost of the construction of the premium bungalow(s) unit is escalation free barring force majeure save and except increase which the intending allottee(s) hereby agree to pay due to increase in super area external development charges and be also liable to pay directly or if pay by the company then reimbursed to the company on demand, the statutory charges and other levies, rates, taxes, cess, value added tax, service tax any enhancement/ fresh tax (including GST) as demanded or impose by the competent authorities/Central Govt. authorities which is applicable from the date of booking as and when demanded by the company on super area of the unit to be constructed on the commercial plot at the time of possession or any time before possession. If any provision of the existing or future laws, guide lines direction etc. of Govt. of the competent authorities is made applicable to the unit/complex requiring the company to provide pollution control devices, effluent treatment plant etc. in the complex then the cost of such additional devices equipment etc. shall be borne and paid by the intending allottee(s) in proportion to the super area of his/her as and when demanded by the company.
12. The Intending Allottee(s) hereby agrees that the Company shall forfeit 35% of the total sale consideration (as deposits) in cases of delayed payments, interest on instalments, cancellation of booking etc. and in case of non fulfilment of the terms and conditions herein contained and those of the Premium Bungalow(s) Buyers Agreement as also in the event of failure by the Intending Allottee(s) to sign and return to the Company the Premium Bungalow(s) Buyers Agreement within thirty (30) days from the date of its Intimation by the company.

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Signature of Fourth Applicant (if any)

13. The payment on or before due date, of sale price and other amounts payable by the Intending Allottee(s) as per the payment plan, accepted by the Intending Allottee(s) or as demanded by the Company from time to time is the essence of this application and the Premium Bungalow(s) Buyers Agreement.
14. The Intending Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority(i.e.) refuses, delays withholds, denies the grant of necessary approvals for the said Premium Bungalow(s) in the Complex or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(i.e.) become subject matter of any suit/writ before a competent court or due to force majeure conditions, the Company, after, provisional and/or final allotment, is unable to deliver the Premium Bungalow(s) to the Intending Allottee(s) for his/her occupation 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.
15. The Company shall endeavour to complete the construction of the said premium bungalow(s) within a period of 36 months with the grace period of 12 months from the date of execution of the Buyers Agreement subject to timely payment by the Intending Allottee(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him or as demanded by the Company, failing which company shall pay Rs. 9 per sq. Ft. delay charges for delayed period provided no force majeure prevails. The Company on obtaining certificate for occupation/completion and use from the competent authorities shall hand over the premium bungalow(s) to the Intending Allottee(s) for his/her occupation and use and subject to the Intending Allottee(s) having complied with all the terms and conditions of the Premium Bungalow(s) Buyers Agreement. In the event of his/her failure to take over and/or occupy and use the premium bungalow(s) provisional and/or finally allotted within 30 days from the date of intimation in writing by the Company, then the same shall lie at his/her risk and cost and the Intending Allottee(s) shall be liable to pay to the Company compensation @ Rs. 25/- per sq. ft. of the super area per month for the entire period of such delay. The compensation shall be a distinct charge in addition to maintenance charges, and not related to any other charges as provided in this application and Premium Bungalow(s) Buyers Agreement. In any case, the Intending Allottee(s) shall take possession of the allotted premium bungalow(s) within 3 months from the aforesaid date of intimation failing premium bungalow(s) which the allotment in favour of the Intending Allottee(s) shall be cancelled and the provision of Para 7 above shall be applicable thereafter. The intending allottee(s) would only be refunded service tax subject to refund from the Govt. or any competent authority, any incidental and processing charges in this regard shall be recovered from the allottee(s).
16. The Intending Allottee(s) upon information of company bungalow(s) agrees to enter into a maintenance agreement with the association/body/condominium of association of Premium Bungalow(s)/ owners or any other nominee/agency/association or other body (hereinafter referred to as " the

any)
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Maintenance Agency”) as may be appointed/nominated by the company from time to time for the maintenance of the said premium bungalow(s) and the Allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of application processed for Occupation/Completion Certificate and use, granted by the competent authority on pro rata basis irrespective whether the Intending Allottee(s) is in occupation of the Premium Bungalow(s) 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) agrees to deposit as per the schedule of payment and to always keep deposited with the company as Interest Free Maintenance Security (IFMS) at the rate Rs. 250/- per sq. ft. of the super area of the Premium Bungalow(s). The operation/maintenance billing shall also include the cost of the chilled/hot water meter (Thermal Energy Meter), hire charges/installation charges of the same in the said premises and the rate of chilled water supply will be based on approx. 1.2 times the sum of the cost of the pro rata energy consumption of the running of the chillers plus line losses, pro rate operation/ maintenance cost of running of the chillers/Air Conditioning Plant, repair, replacement etc. 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) authorizes the company to adjust the principal amount of the Interest Free Maintenance.

Security (“the IFMS”) against such defaults if due to such adjustments in the principal amount, the Interest Free Maintenance Security falls below the agreed sum of Rs. 250/- per sq. ft. of the super area of the said then the Intending Allottee(s) hereby undertakes to make good the resultant shortfall within 15 days of demand by the Company. Further, the company reserves the right to increase Interest Free Maintenance Security 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 within fifteen days of demand by the company. If the Intending Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, 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 Premium Bungalow(s) and to refund to the Intending Allottee(s) only the balance of the money realized from such sale. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to interest free maintenance security as stipulated in this clause shall survive the sub lease in favour of the Intending Allottee(s) and the Company shall have first charge/lien on the said in respect of any such non payment of shortfall/increases as the case may be. The company shall, if already paid by the Intending Allottee(s) to the company may, at its sole discretion, refund to the Intending Allottee(s) in full and final settlement of the IFMS after adjusting there from any outstanding maintenance bills and/or other outgoings of the Intending Allottee(s) at any time including upon execution of the sub lease deed and thereupon the company shall stand completely absolved/discharged and all the clauses dealing/concerning the

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IFMS of the Application, Premium Bungalow(s) buyers Agreement and the sub lease deed as far as they are applicable to the company shall cease to be valid and effective. In the alternative, the Intending Allottee(s) hereby authorizes the company to transfer to the maintenance agency the IFMS of the Intending Allottee(s), after adjusting there from any outstanding maintenance bills and/or other outgoings of the Intending Allottee(s) at any time upon execution of the sub lease deed and thereupon the company shall stand completely Absolved / discharged of all its obligations and responsibilities concerning the IFMS and all clauses dealing/concerning the IFMS of this Application, Premium Bungalow(s) Buyers Agreement and the sub lease Deed as far as they are applicable to the company shall cease to be valid and effective. It is specifically agreed by the Intending Allottee(s) that such transfer of IFMS is sought from the intending Allottee(s) as stipulated herein above, shall have the sole right to modify/revise all or any of the terms of the IFMS, Tripartite Maintenance Agreement including but not limited to the amount/rate of IFMS.

17. The Intending Allottee(s) shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution of Sale Agreement/Premium Bungalow(s) Buyers Agreement deed of the Premium Bungalow(s) in favour of the Intending Allottee which shall be executed within the time stipulated by the Company Bungalow(s) after receiving the dues on date.
18. It shall be incumbent on the Intending Allottee(s) to comply with the terms of payment and/or other terms and conditions of the Premium Bungalow(s) Buyers Agreement failing which he/she shall forfeit to the Company the entire amount of money deposited by the Intending Allottee(s) with the Company, interest on delayed payment etc. and the allotment Premium Bungalow(s) Buyers Agreement shall stand cancelled and the Intending Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Premium Bungalow(s). The company shall thereafter be free to resell and/or deal with the said Premium Bungalow(s) in any manner whatsoever at its sole discretion. The Company shall have the first lien and charge on the said Premium Bungalow(s) for all its dues payable by the Intending Allottee(s) to the Company. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee(s) is not making payments as per the payment plan but on the condition that the Intending Allottee(s) shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15% per annum and for all periods exceeding first ninety (90) days after the due date @ 18% per annum.
19. The Company may, at its sole discretion and subject to its own rules and provisions of laws applicable to the land and/ or any such other statutory enactment(s) or modification(s) thereof as and when brought into the force and/or notifications and/or any government directions as may be in force, permit the Intending Allottee(s) to get the name of his/her nominee / transferee substituted in his/her place subject to such terms and conditions, formalities of documents and charges as the Company may impose. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations / transfer. Further the Intending Allottee(s)

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any)

Signature of Third Applicant

Signature of Fourth Applicant (if any)

agrees to pay all fees, charges and other expenses to the Company and/or the competent authorities' payable on account of such nomination/transfer/assignment of allotted Premium Bungalow(s). However, in the event of any imposition of such further instructions at any time after the date of this application to restrict nomination transfer/assignment of the allotted premium bungalow(s) by any authority, the parties will have to comply with the same and the Intending Allottee(s) has specifically noted the same.

20. The Intending Allottee(s) hereby authorizes and permits the Company or its associates or principals to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of its/his/her Premium Bungalow(s) subject to the Premium Bungalow(s) being free of any encumbrances at the time of execution of Bungalow(s) the sub lease deed. Company/financial institution/bank shall always have the first lien/charge on the said Premium Bungalow(s) for all its dues and other sums payable by the Intending Allottee(s) or in respect of the loan granted for the purpose of the construction of the premium bungalow(s). In case of the Intending Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/Banks, the sub lease of the premium bungalow(s) in favour of the Intending Allottee(s) shall be executed only upon the Company receiving No Objection Certificate from such financial Institutions/Banks. Unless a sub lease deed is executed and registered in favour of the applicant, the company for all intents and purposes continue to be the owner of the premium bungalow(s) and this proposal shall not give to the allottee(s) any right or interest therein.

21. The intending allottee(s) under takes that any change in the address and identification shall be duly communicated by allottee(s) for the necessary change in the company's record failing which intending allottee(s) shall be solely responsible for all the consequences at its own risk and cost. 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 booking and 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 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).

22. It is abundantly made clear that in respect of all remittances/ acquisitions/ transfer of the said Premium Bungalow(s) it shall be the sole responsibility of non resident/ foreign nationals 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 Company with such permissions, approvals which would enable the Company to fulfil its obligations under this application or Premium Bungalow(s) Buyers Agreement. All remittances shall be made by way

	Signature of Sole/First Applicant	Signature of Second Applicant (if any)
any)	_____	_____
	Signature of Third Applicant	Signature of Fourth Applicant (if any)
	_____	_____

of cheque/demand drafts payable at New Delhi. The Intending Allottee(s) understands and agrees 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.

23. It is clearly understood by the Intending Allottee(s) that the said premium bungalow(s) may be subject to the provisions of the laws applicable to the land and/ or any such other statutory enactment(s) or modification(s) thereof as and when brought into force. The Intending

Allottee(s) undertakes and agrees to comply with the provisions of the aforesaid laws in so far as it becomes applicable to the Company.

24. The Intending Allottee(s) agrees that the sale of the premises is subjected to force majeure clause which inter alia include delay on account of non availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of Commercial war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice, order, unprecedented cost inflation, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if under the aforesaid circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee(s) for the period of suspension of scheme.
25. The provisional and/ or final allotment of the Premium Bungalow(s) is entirely at the sole discretion of the Company and the Company has right to reject any provisional and/or final allotment without assigning any reasons thereof.
26. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Premium Bungalow(s) Buyers Agreement shall supersede the terms and conditions as set out in this application.
27. All or any disputes arising out or touching upon or in relation to the terms of this application and/ or Premium Bungalow(s)Buyers Agreement 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

any)

Signature of Sole/First Applicant

Signature of Second Applicant (if

Signature of Fourth Applicant (if any)

Signature of Third Applicant (if any)

proceedings shall be held at company's corporate / registered / site office by a sole arbitrator who shall be appointed by the company, during the course of arbitration if any eventuality takes place, company at its sole discretion may reappoint another sole arbitrator. The Courts at Delhi/New Delhi alone shall have the jurisdiction.

28. That for all intents and purposes and for the purposes of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender. 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 set out in the Premium Bungalow(s)Buyers Agreement which shall supersede the terms and conditions set out in this

application. I/we shall be fully liable for any consequences in respect of defaults committed by me/ us is not a binding by the terms and conditions contained in this application and/or Premium Bungalow(s) Buyers Agreement. I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of 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 Premium Bungalow(s) applied for and provisionally and/or finally allotted to me/us in any manner whatsoever application. 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 Premium Bungalow(s) Buyers Agreement 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 Premium Bungalow(s) Buyers Agreement. I have now signed this application from and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of 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 Premium Bungalow(s) applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Signature of Sole/First Applicant
any)

Signature of Second Applicant (if

Signature of Fourth Applicant (if any)

Signature of Third Applicant (if any)

Place:

Date: