

## Application Form

FOR PROVISIONAL ALLOTMENT OF AN APARTMENT AT

**“EROS SAMPOORNAM”**

**AJAY ENTERPRISES PVT. LTD.**

8th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019

To,

The Director  
Ajay Enterprises Pvt. Ltd.  
8th Floor, Eros Corporate Tower,  
Nehru Place, New Delhi-110019.

S.No.

Dear Sirs,

I/We ("The Applicant") wish to apply for Provisional Allotment of an Apartment to be situated at **EROS SAMPOORNAM** a group housing project being developed by Ajay Enterprises Pvt. Ltd. (AEPL/ "The Company") at Plot No. GH 01, Sector 2, Greater Noida, Uttar Pradesh ("Eros Sampooranam").

I/We agree to sign and execute, as and when required by "the Company" Allotment Letter containing detailed terms and conditions of provisional allotment of the Apartment(also referred to as allotment agreement) and other related documents as required by AEPL/Greater Noida Industrial Development Authority (GNIDA).

I/We remit herewith a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Demand Draft / Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch in favour of **Ajay Enterprises Pvt. Ltd. – A/c.**

**Eros Sampooranam**, payable at Delhi/ Noida/Greater Noida as application amount towards Provisional Allotment of an apartment at Eros Sampooranam.

I/We submit herein my/our General Particulars and Undertaking as required by the Company.

I/We accept and agree to abide by the Standard Terms and Conditions of this application form which have been read and understood by me.

Yours truly,

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature(s) of Applicant(s)

### GENERAL PARTICULARS

#### 1. SOLE/FIRST APPLICANT

Mr. / Mrs. / Ms. / Dr. / M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_ Age \_\_\_\_\_ Yrs. Date of Birth \_\_\_\_\_

Occupation : Service ( ) Professional ( ) Business ( ) House Wife ( )

Any other \_\_\_\_\_

In case of a firm the constitution thereof \_\_\_\_\_

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Nationality \_\_\_\_\_

Income Tax PAN \_\_\_\_\_

Ward/Circle/Special range and place where assessed to Income Tax \_\_\_\_\_

Residence / Registered Address \_\_\_\_\_

Tel. No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Office Name & Address \_\_\_\_\_

Designation \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Preferred correspondence address : Residence / Registered / Office Address

Signature  
of Sole/First Applicant/Authorised Signatory

Note : Application Form must be completed in full and in English language.

Application Form, which is not complete in every respect is liable to be rejected.

Application Form with any cutting/overwriting, not authenticated properly by the Applicant are liable for rejection.

A Self Attested copy of PAN card and Govt. issued Photo ID of all the Applicants along with two photographs of the Applicant/Authorised Signatory to be attached.

All Correspondence will be made in the name of and at the preferred address of the first applicant only.

## GENERAL PARTICULARS

### 2. SECOND APPLICANT

Mr. / Mrs. / Ms. / Dr. \_\_\_\_\_  
S/W/D of \_\_\_\_\_ Age \_\_\_\_\_ Yrs. Date of Birth \_\_\_\_\_  
Occupation : Service ( ) Professional ( ) Business ( ) House Wife ( )  
Any other \_\_\_\_\_  
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Nationality \_\_\_\_\_  
Income Tax PAN \_\_\_\_\_  
Ward/Circle/Special range and place where assessed to Income Tax \_\_\_\_\_  
Residential Address \_\_\_\_\_  
\_\_\_\_\_  
Tel. No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Office Name & Address \_\_\_\_\_  
\_\_\_\_\_  
Designation \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Please Sign  
across the  
Photograph

Signature  
of Second Applicant

Note : Application Form must be completed in full and in English language.

Application Form, which is not complete in every respect is liable to be rejected.

Application Form with any cutting/overwriting, not authenticated properly by the Applicant are liable for rejection.

A Self Attested copy of PAN card and Govt. issued Photo ID of all the Applicants along with two photographs of the Applicant to be attached.

**All Correspondence will be made in the name of and at the preferred address of the first applicant only.**

### 3. DETAILS OF THE PREMISES APPLIED FOR

\*Unit/FLAT NO. \_\_\_\_\_ \*TOWER NO. \_\_\_\_\_  
Chargeable Super Area : \_\_\_\_\_ sq. ft. (approx.) \_\_\_\_\_ sq. mtrs. (approx.)  
Of which the Carpet Area is \_\_\_\_\_ sq. ft. (approx.) and Balcony Area is \_\_\_\_\_ sq. ft. (approx.)

### 4. PAYMENT PLAN OPTION (PLEASE TICK YOUR CHOICE)

[ ] A Down Payment Plan [ ] B Flexi Payment Plan [ ] C Construction Linked Payment Plan

### 5. CONSIDERATION

(a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
(b) One time lease rent : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
(c) Electric Sub-Station charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
(including external electrification charges)  
(d) Power Back up charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per KVA  
(e) Fire fighting charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
(f) Car Parking Slot(s) : Covered [ \_\_\_\_\_ ] Open Car Parking [ \_\_\_\_\_ ]  
and @ Rs. \_\_\_\_\_ per slot for additional Parking Slot(s)  
(g) Preferential Location Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area

**All Taxes, duties, levies including Service Tax as imposed by Central/State Government shall be extra. Any enhancement/fresh tax(including GST), duty or levy made applicable in the tenure of construction of the project till the date of execution of sub Lease Deed will be charged extra as applicable and will be payable by the provisional allottee / allottee.**

**Total Consideration : ₹** \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

6. **APPLICATION MONEY (10% of Total Consideration) : Rs.** \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

(Application Money will automatically be treated as EARNEST MONEY after provisional allotment / allotment is made in favour of the applicant)

### 7. MAINTENANCE DEPOSIT

(a non refundable interest free Maintenance Deposit is payable by the Applicant before the occupation of the Said Premises)

(a) Super Area of the unit applied for \_\_\_\_\_ sq. ft

(b) Rate = Rs. \_\_\_\_\_/- per sq. ft. of Super Area

(c) Total amount payable towards Interest Free Maintenance Deposit = (Super Area in sq. ft. × Rate) = Rs. \_\_\_\_\_

**8. ADVANCE MAINTENANCE CHARGES**

(Maintenance charges for one year are payable every year in advance along with Service Tax thereon by the Applicant at the time of offer of possession for the premises allotted.

**9. CLUB MEMBERSHIP FEE**

(Social Club Membership Fee along with subscription charges for the first one year and Service Tax as applicable thereon is payable by the Applicant before occupation of the Said Premises)

(a) Membership Fee : Rs. \_\_\_\_\_/-

Service Tax as applicable extra

**All Taxes, duties, levies including Service Tax as imposed by Central/State Government shall be extra. Any enhancement/fresh tax (including GST), duty or levy made applicable in the tenure of construction of the project till the date of execution of sub Lease Deed will be charged extra as applicable.**

\*It is understood by the applicant that the unit finally allotted may not be same as preference indicated in terms of floor, area, tower, location and can be changed at the sole discretion of the company (AEPL).

I/We understand that allotment of unit applied for is at the sole discretion of AEPL and that the monies paid along with this application form will be refunded without any interest in the eventuality of rejection of this application form within 60 days of their having been credited in AEPL's Account.

I/We understand that in the eventuality of application being accepted, the monies paid with this application form will automatically become Non Refundable Earnest Money Deposit with AEPL for the unit provisionally allotted, without any further act or deed .

I/We understand that in case the provisional allottee does not sign the agreement within 45 days after allotment then the application money will be forfeited in favour of AEPL.

I/We undertake to abide by all terms and conditions of this application form and the standard terms and conditions of allotment/provisional allotment besides the terms and conditions as imposed by the Greater Noida Industrial Development Authority and / or any other statutory authority.

(i) .....  
Sole/First Applicant/Authorised Signatory

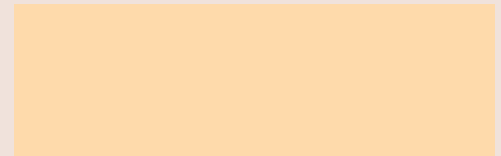
(ii) .....  
Second Applicant

Date \_\_\_\_\_

Place \_\_\_\_\_

- Note:
1. All payments to be made only through A/c Payee Local Cheque (s) / Demand Draft (s) drawn in favour of "Ajay Enterprises Pvt.Ltd. – A/c. Eros Sampoonam" payable at New Delhi / Noida/ Greater Noida.
  2. In case, the cheque comprising booking amount is dishonoured due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall be cancelled/revoked/withdrawn without any notice to the Applicant.
  3. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE/NRO/Foreign Currency Account only. NRI/PIO etc. applicants must comply with all requirements of Foreign Exchange Management Act as amended from time to time.
  4. Application shall be considered as incomplete if not accompanied by photographs, PAN No. or Form 60 of the applicant (s).

**BROKER DETAILS** (if no Broker, please mention "Direct")  
(Signature of the Broker with Stamp)



RUBBER STAMP OF BROKER

Broker's Name \_\_\_\_\_ Broker's Signature \_\_\_\_\_  
Broker's PAN \_\_\_\_\_ ServiceTax Registration No. \_\_\_\_\_

**BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF APARTMENT / UNIT / FLAT**

1. Eros Sampoonam is a Residential Group Housing Project (the "Housing Project") being developed on a Plot of land numbered as GH 01, Sector 2, Greater Noida ("Eros Sampoonam"). The said Plot has been allotted by Greater Noida Industrial Development Authority ("GNIDA") to M/s. Ajay Enterprises Pvt. Ltd. (AEPL/ "the Company"). The Lease Deed for demise of the said Plot to AEPL (the "Lease Deed") has been executed by and between GNIDA and AEPL on 19/05/2010 for the purpose of the development of a group housing project by AEPL, in terms of which AEPL has the requisite authority to execute the Housing Project and undertake allotment of the apartments in the Housing Project.
2. The Allotment to the Applicant, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed dated 19/05/2010 executed by GNIDA in favour of the AEPL and all laws, notifications and rules as may be applicable inter alia to the Apartment and/or the Plot, including any amendment or variation thereof. The building plans of proposed Group Housing Complex will be submitted/sanctioned to/by the Greater Noida Industrial Development Authority (GNIDA). The Complex will have apartments of different sizes and dimensions in various blocks therein and will also have spaces for daily needs, commercial and Social Club etc.
3. The Applicant will be treated as an Intending Allottee as and when the payment of Application Money is credited in the Accounts of AEPL. The Intending Allottee will be treated as a Provisional Allottee as and when his application is accepted by AEPL. After acceptance of application by AEPL the application money paid by the Applicant/Intending allottee will be treated as Earnest Money Deposit which will be non refundable under all circumstances. Applicant confirms that he/she has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions' mentioned in the GNIDA Lease deed. The intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.

4. THAT the Applicant has fully satisfied himself about the interest and title of the AEPL in the said Plot of Land.
5. THAT the Applicant hereby agrees that 10% of the sale consideration for the unit/apartment/flat shall constitute earnest money and in case of non-fulfillment of these terms and conditions and/or those of allotment letter/buyer's agreement by the intending Allottee/Allottee(s) or if inability is expressed by the intending Allottee/Allottee to perform his/her part of the contract, the allotment shall stand cancelled and the earnest money paid by him/her to the company shall be forfeited and balance amount, after adjustment of over due interest and other dues if any shall be refunded to the Allottee without any interest after 90 days from date of cancellation of allotment.
6. THAT the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. The aforesaid payments are to be made on specified dates and AEPL is not bound/obliged to issue any notice/reminder for the same. It shall be incumbent on the Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the GNIDA. In case, at any stage, the Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may at its sole discretion refund the amount subject however, to the forfeiture of the Earnest Money and such other charges/fees/dues as the company may in its sole discretion deem fit and proper. However, in case the company refunds any amount it shall be only after the company is able to dispose off the provisional allotment / allotment in favour of a third person.
7. Car parking will be available on request on payment basis and it shall be allotted to the intending Allottees of apartments on first come first serve basis. Scooter/Two Wheelers/Cycle will be parked with in the same parking space allotted to the intending Allottees. Upon purchase a separate agreement for the allotment of the car parking will be executed between company or its nominees and the intending Allottees. Purchase of one car parking per apartment is mandatory.
8. The intending Allottee shall also be required to pay requisites charges as fixed by the company for infrastructure and services related to water, sewer and electricity for the allotted residential flats and also the fire fighting charges, power back up charges, electric meter, electric substation charges, external electrification charges, sinking fund, Admin. Charges and all other such charges as may be fixed by the company at any time before handing over of possession to the allottee, the allottee fully understands that the company is well within its rights to demand such charges even if the same have not been expressly demanded at the time of application or agreement.
9. THAT the layout plan of the entire Project as drawn by AEPL is tentative and is subject to change, if deemed necessary by AEPL or as may be required by the regulatory authorities such as GNIDA. The Company may at its own discretion or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may result in change in the area or location of the apartment, floor, tower, number of apartments, location and increase/decrease in the number of Car parking slots if any allotted to the Allottee(s). In regard to all such changes/alterations either at the instance of the regulatory authorities or otherwise, opinion of AEPL and it's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the super area of the Apartment, change in location, revised price shall be payable/adjustable at the original rate at which the apartment has been booked for provisional allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein at it's sole discretion.
10. That saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial complex, parks, basements, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/their, which shall all remain the property of AEPL for all times, unless AEPL decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and AEPL can lease out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/company(ies)/institution(s) whosoever for short term or long term.
11. That if due to farmers' agitation or any other reason, any additional demand is raised by The Greater Noida Industrial Development Authority (GNIDA) or by any Court, the Applicant agrees to pay the additional amount payable thereon on a prorata basis along with other Applicants as determined by the Company in its absolute discretion. Applicant also agrees that it shall not hold the Company responsible for any delays in construction that might be caused due to above mentioned issues or any other reason beyond the control of the Company.
12. That the Applicant has seen and accepted the plans, designs, specifications of "Eros Sampoonam" which are tentative, the Applicant/intending allottee(s)/allottee(s) will have no objections to the modifications in the layout plan/building plans, designs as AEPL may deem fit or as directed by any competent authority(ies).
13. That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as per the Ministry of Environment's Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
14. Since "Eros Sampoonam" is a large project having number of buildings/towers, the entire construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession. The Applicant fully understands the risks involved in living in an under development/construction complex and indemnifies AEPL from any liability on account of damages suffered either personally or by its relatives and visitors either to personal well being or to their property.
15. The intending Allottee(s) / Allottee agrees that they will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose or in a manner which may or is likely to cause nuisance to other Intending Allottee(s) of other apartments In this Complex, the intending allottee also agree not to crowd the passages or to use it for any illegal or immoral purpose.
16. It is hereby agreed, understood and declared by and between the parties that AEPL may take finance / loan for the construction of the above Complex from Banks/Financial institutions after mortgaging the land/apartment in the said Project/Complex, However, the Sub lease Deed In respect of Apartment in favour of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
17. That until a sub lease deed is executed & registered, AEPL shall continue to be the owner of the Apartment and also the construction there on and allotment by AEPL shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by AEPL. AEPL shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the intending Allottee(s) / Allottee(s) to Allottee(s) AEPL.
18. That the Applicant/Intending Allottee(s) / Allottee agrees, and undertake that he/she/they shall, after offer of possession / taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to AEPL constructing or continuing with the construction in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s) / Allottee. AEPL can add additional floors to the tower if additional FAR is sanctioned by GNIDA/Competent Authority.
19. That in case of NRI Intending Allottee(s) / Allottee the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the Intending Allottee(s) / Allottee.
20. THAT the intending Allottee(s) / Allottee shall pay to the Company the entire consideration of the Apartment, as per the Payment Plan opted by them, any deviation from the agreed payment plan can lead to cancellation of Apartment allotted/booked by the company.
21. THAT the intending Allottee(s) / Allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the Complex as determined by the Company or its nominated agency. The Allottee undertakes to pay the maintenance charges even if the possession is not taken over by the Allottee after its offer by the Company.
22. The intending Allottee shall be liable to pay any existing or enhanced External Development Charges, Infrastructure Development Charges, all existing and new statutory charges and other CESS/levies, rates, taxes (including GST) such as House Tax, Water Tax, Sewerage Tax, Service Tax, one time lease rent, water, electricity charges etc. demanded or imposed by the State Government / Competent Authority / Central Government Authorities (including with retrospective effect) and the same shall be payable proportionately by applicants from the date of booking demanded by the company on the super area of the unit.
23. That the intending Allottee(s) / Allottee agrees and understands that if any dues/charges/taxes/fees etc., payable by the applicant has not been paid because the same has not been demanded by AEPL inadvertently by oversight, mistake or by ignorance and it came later to the notice of the company then the same will be paid by the applicants/ intending Allottee(s) / Allottee, as and when noticed and demanded by AEPL. This will not however, take away in any manner the obligations of the allottee specified in clause 6 above.
24. That subject to the restrictions and limitations in the GNIDA Lease Deed Dated 19/05/2010. The intending Allottee / Allottee(s) may at their option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Intending Allottee / Allottee(s). In the event of the Intending Allottee / Allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Intending Allottee / Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee(s) / allottee shall be liable for consequences including cancellation of the allotment and forfeiture of earnest money deposit.
25. That upon completion of Apartment and receipt of full consideration and other charges, if any payable by the intending Allottee / Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) / Allottee in the format approved by the GNIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).
26. The performance by the AEPL of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various statutory authorities / local bodies / departments (herein referred to as "Authorities") from time to time and subject to all applicable laws / notifications / conditions as imposed by these Authorities.
27. The applicants agrees that the Company shall have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangements as may be decided by the company without any intimation, written or otherwise to the applicant(s) shall not raise any objection in this regard.
28. The Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the applicant(s) and such third party shall not have any right in this agreement whatsoever. The Company shall issue the payment receipts only in favour of the applicant(s).

29. Applicant(s) or any subsequent owner or lessee shall at all times provide unhindered access to the unit allotted to him for staff and management of developer or maintenance agency for maintenance, checking proper use of space to avoid any mishap or for any other reason.
30. That the applicant understands that the open Car Parking Space which would be made available by the Company, will be on first cum first serve basis.
31. That the drawing displayed in the Advertisements/Brochure/Site Office/Registered Office of the Company showing the Building / Apartment are provisional and tentative and are subject to change at the Instance of the sanctioning authorities or the Company and the change can be made during the course of construction without any objection or claim from the Allottee(s).
32. That the intending Allottee(s) consents that the company can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Company.
33. That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Company as regards quality of work material, pending installation, area of Apartment or any other ground whatsoever.
34. That any type of encroachment / construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment owner / association of the Apartment owners.
35. In case the project is abandoned for any reason beyond the control of the company, the amount paid by the intending Allottee/ Allottee will be refunded without any interest within one year of the project being abandoned by AEPL/ Company.
36. if for any reason the Company is not in a position to allot the Apartment applied for, the Company shall be responsible only to consider allotment of an alternative Apartment in its sole discretion. It is clearly agreed and understood by the intending Allottee / Allottee that the Company shall not be liable for any other damages / compensation / interest on this account.
37. The allotment of Apartment is at the sole discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Apartment, the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Apartment shall be final and binding.
38. That the Carbon Credit Benefit arisen, if any, in the Township will be redeemed by AEPL who will be solely entitled to same without any liability to share the same with any apartment owner in "Eros Sampoonam".
39. The brief terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment and 'may be altered or varied at any time by the Company. Further, notwithstanding anything contained herein, Company, reserves the right to suitably add or amend the terms and conditions as specified herein, where deemed so necessary.
40. The development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order rule, notification of the Government/Public/Competent Authorities, delay in issue of completion certificate/occupancy certificate, water, electric power supply connection or any other reason beyond the control of the company including force majeure and in such an event the company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay.
41. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's 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 and Conciliations Act, 1996 or any statutory amendments, modification thereof for the time being in force. The Arbitration proceedings shall be held in New Delhi by a sole Arbitrator to be appointed by the company. The applicant hereby confirms that he / she / they shall have no objection to this appointment even if the person so appointed, as Arbitrator, is an employee or advocate of the company or is otherwise connected to the company and the applicant / intending Allottee confirms that not with standing such relationship/connection, the applicant / intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of / touching and/or concerning this Agreement regardless of the place of execution of this agreement.

I/We, the applicant(s) herein do hereby declare that the above terms and conditions, and the requirements of GNIDA have been read / understood by me/us and the same are acceptable to me/us. I/We the applicant(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein.

(i) .....  
Sole/First Applicant/Authorised Signatory

(ii) .....  
Second Applicant

## DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

### Resident of India:

1. A Self Attested copy of PAN card
2. Self Attested copy of Govt. issued Photo ID of all the Applicants.
3. Two photographs each of all the applicants to be attached.

### Partnership Firm:

1. Copy of PAN card of the partnership firm attested by the partners of the Firm (affixation of rubber stamp on all attestations on behalf of firm is must).
2. Attested Copy of the partnership deed
3. In case 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.
4. Self Attested copy of Govt. issued Photo ID of the Partner signing the application form on behalf of the Firm.
5. Two photographs of the Partner signing the application form on behalf of the Firm to be attached.

### Private Limited & Limited Company:

1. Copy of PAN card of the Company attested by Director of the Company.
2. Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director of the Company.
3. Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.

### Hindu Undivided Family (HUF):

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

### NRI / Foreign National of Indian Origin:

1. Copy of the individual's Passport
2. 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 Applicant.
3. 2 passport size photographs of the applicant(s) along with Photo Identity card issued by Government agency is required in all cases.
4. Application Form must be completed in full and in case of 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.

**PAYMENT SCHEDULE - DOWN PAYMENT**

On application for Booking	10% of Basic cost
Withing 45 days of Booking	85% of Basic cost + PLCs + OTLR
On notice for possession	5% of Basic cost + IFMS + PBC

**PAYMENT SCHEDULE - FLEXI PAYMENT**

On application for Booking	10% of Basic cost
Within 45 days of Booking	40% of Basic cost
On commencement of raft casting	5% of Basic cost + PLCs
On commencement of Basement roof slab	5% of Basic cost + OTLR
On commencement of 1st Floor Slab	5% of Basic cost
On commencement of 4th Floor Slab	5% of Basic cost
On commencement of 7th Floor Slab	5% of Basic cost
On commencement of 10th Floor Slab	5% of Basic cost
On commencement of 13th Floor Slab	5% of Basic cost
On commencement of top Floor Slab	5% of Basic cost
On commencement of external plaster	5% of Basic cost
On notice for possession	5% of Basic cost + PBC + IFMS

**PAYMENT SCHEDULE - CLP**

On application for Booking	10% of Basic cost
Within 45 days of Booking	10% of Basic cost
Within 90 days of Booking	10% of Basic cost
On commencement of raft casting	10% of Basic cost + 50% of PLCs
On commencement of Basement roof slab	5% of Basic cost + 50% of PLCs + OTLR
On commencement of 2nd Floor Slab	10% of Basic cost
On commencement of 5th Floor Slab	10% of Basic cost
On commencement of 8th Floor Slab	10% of Basic cost
On commencement of 12th Floor Slab	10% of Basic cost
On commencement of top Floor Slab	5% of Basic cost
On commencement of external plaster	5% of Basic cost
On notice for possession	5% of Basic cost + PBC + IFMS