



By-JAVIN CONSTRUCTION PVT. LTD.
(A Group Company of S.S. Bulldoon Pvt. Ltd.)



Application Form

Provisional Allotment of an Apartment / House



Application Form

Provisional Allotment of an Apartment / House

Application No. _____ Date _____

Customer Name _____

Unit No. _____ Tower _____ Block _____ Area _____

M/s. Javin Construction (P) Ltd.
D-205, Shyam Park Extn., Sahibabad
Ghaziabad (U.P.)



Dear Sir

I/We, having examined the tentative project plan of the Group Housing Project known as "Raj Empire" to be developed and constructed by M/s Javin Construction Pvt. Ltd. (hereinafter referred to as the "company") on a plot of land located at N.H-58 Raj Nagar Ext. Plan sanction By Ghaziabad Development Authority (herein after referred to as G.D.A)

I/We do hereby apply for provisional allotment of residential flat in your Group Housing Project at Raj Nagar Ext. under Your Down Payment/Flex Plan/Construction Linked Plan.

I/we remit herewith a sum of Rs. (Rupees)
vide Bank Draft/ cheque No. Dated Drawn on
..... as booking amount for provisional allotment of said apartment.

In the event of the company agreeing to provisionally allot a flat, I/We agree to pay further installments of sale price and all other dues/ charges and taxes as stipulated in this application or which may be levied by the Government and execute the standard Flat Buyer's Agreement (as applicable). I We also undertake to make all payments as per the Payment Plan as explained to me/us by the company and understood by me us.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Apartment notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application as a booking amount. It is only after I we/ sign and execute the Allotment Letter/ Standard Flat Buyers' Agreement on the companies standard format agreeing to abide by the terms and conditions laid down therein that allotment shall become final and binding upon the company. If, however, I/withdraw/ cancel this application or I/We fail to sign/ execute and return the Allotment Letter/Buyer's Agreement within thirty (30) days from the date of its dispatch by the company then the company may at its sole discretion treat my/our application as cancelled and earnest money paid by me/us in the form of booking amount shall stand forfeited. I/We understand and agree that no interest shall be payable on the amount paid as application money/ booking amount.

Signature(s) of Applicant(s)

I/we have further agree to pay the installments and additional cost as per the Payment Plan (opted by me/us), as shown in the Price List and or as stipulated/ demands, failing which the application/ allotment will be cancelled and the booking/ earnest money shall forfeited by the company. The company shall entertain no claims of any nature in this regard. Our particulars are given below for your reference and record:

Sole or First Applicant

Mr./Mrs./Ms. _____

Son/Wife/Daughter of Mr. _____

Date of Birth _____

Nationality _____

Profession _____

Designation _____

Company / Firm Name _____

Residential Status :

Resident ☐

Non-Resident ☐

NRI ☐

Residential Address _____

Office _____

Tel. Res. _____ Off. _____

Mobile _____

Marital Status _____

PAN No. / Ward No. _____

Photographs

Signature(s) of Applicant(s)

Second Applicant

Mr./Mrs./Ms. _____

Son/Wife/Daughter of Mr. _____

Date of Birth _____ Nationality _____

Profession _____ Designation _____

Company / Firm Name _____

Residential Status : Resident ☐ Non-Resident ☐ NRI ☐

Residential Address _____

Office _____

Tel. Res. _____ Off. _____

Mobile _____

Marital Status _____ PAN No. / Ward No. _____



Signature(s) of Applicant(s)



Details of Residential Apartment

(i) Type (ii) Tower Name (iii) Apartment No.
(iv) Floor (v) Block (vi) Super Area Sqt. Ft.

Details of Residential Apartment

PARTICULARS	DETAILS	AMOUNT IN INR
A. BASIC COST i. Basic Scale Price (BSP)		
B. PLC (Preferential Location Charges) i. Floor ii. Centre Green Facing iii. Nature Reserve Green Facing iv. Corner		
C. ADDITIONAL COST i. Car Parking (a) Covered ii. Club Membership iii. Power Back-up iv. ESC v. FFC		
D. MAINTENANCE SECURITY i. Interest Free Maintenance Security (IFMS)		

Signature(s) of Applicant(s)

E. ANY OTHER GOVERNMENT CHARGES		
F. OTHER CHARGES (if any)		
TOTAL (A+B+C+D+E+F)		

Cost towards EDC and IDC, enhanced EDC or some additionally demanded Govt. Levy, other cost (if any), and Stamp Duty, Registration Fee and allied charges/cost for execution and registration of Conveyance Deed will be additionally payable by the Applicant/Allottee before possession.
 * Service charge is not included and shall be payable as per prevailing rates by the applicants.

Payment Plan Option ☐ Down Payment Plan ☐ Construction Linked Payment Plan ☐ Flexi Plan ☐ EMI Subvention Plan ☐ Time Linked Plan

Mode of Booking ☐ Direct ☐ Dealer

If through Dealer

Name

Address

I/we the above applicant (s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter/Buyer's Agreement (as applicable). The terms and whereof shall ipso facto be applicable to my/our legal heir (s), successor (s) and nominee (s) agents and attorneys undertake to inform the company of any change in my/our address or in any other particular, given above, till the booked property is registered in my/our name (s) failing which the particulars shall be deemed to correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we further agree that the amount paid with the application and in installments as the case may be, to the extent of 15% of sale consideration of the said Apartment shall collectively constitute the earnest money to ensure my/our adherence of the terms and conditions, as contained herein and subsequently in the Allotment Letter/ Buyer (s) Agreement failing which the company shall be entitled to forfeit the earnest money paid or deposited by me/us without any objection from my our side.

Name of Applicant(s)

signature(s) of Applicant (s)

Name of Applicant (s)

signature(s) of Applicant (s)

Note: (1) All cheques/Drafts to be made in favour of Javin Construction Pvt. Ltd. payable New Delhi/Ghaziabad only.

(2) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization/ Power of Attorney/Resolution.

FOR OFFICE USE

CHECK LIST

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

☐
☐
☐
☐

Remarks:

Booked by

Checked by

Approved by

Signature(s) of Applicant(s)



Documents to be submitted alongwith the application form

Mandatory to affix Photographs in designated areas in the Application from towards all mentioned below categories.
***Photographs in all cases mandatory**

Resident of India:

- copy of PAN card

Partnership Firm:

- Copy of PAN card of the Partnership Firm
- Copy of Partnership Deed
- In case one of the partners has signed the documents, and authority letter from all the other partners authorizing the said partner to act on Behalf of the firm.

Private Limited and 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 from to buy property on behalf of the company

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all co-parceners of HUF authorizing the karta to act on behalf of HUF

NRI/ Foreign National of India 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 NRI/NRO account of the allottee
- In case of a cheque, payments should be received from the NRI/NRO/FCNR account of the customer only of foreign exchange remittance from ABROAD and not from the account of any third party

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A RESIDENTIAL FLAT

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the standard Flat Buyer's Agreement (as applicable) which may be executed between the intending allottee and the company.

1. The applicant has applied for allotment of Residential Apartment to be developed and constructed in the Group, Housing Project named as "Raj Empire" (hereinafter referred to as "Project") by M/s Javin Construction Pvt. Ltd. (hereinafter referred to as the "Company") on a plot of land located at NH-50 Raj Nagar Extn., Ghaziabad. Plan sanction by Ghaziabad Development Authority.
2. The Intending Allottee (s) has applied for allotment of a residential flat with full knowledge of all the laws/notifications and rules applicable to this group housing project in particular which have been explained by the Company and understood by him/her.
3. The applicant has fully satisfied himself about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing bylaws/guidelines of Ghaziabad Authority and or any other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanction, directions policies etc. issued by the GDA and/or other authorities in this regard to the Company.
4. (a) The Intending Allottee(s) agree(s) that he/she shall pay the price of the flats and other charges like EDA, IDS, PLC, IFMS, FFC, PBIC, enhanced EDC, infrastructure tax or any other fresh incidence of tax as calculated on the basis of super area of the flat shall be more clearly defined in the standard Flat Buyer's Agreement (as applicable) and upon execution of that agreement the method of definition of super area stated therein shall become binding on both the parties.
(b) The Intending Allottee(s) agrees to pay to the External Development Charges (EDC) and enhancement in the EDC as levied by the Government as when demanded by the company. In addition the Intending Allottee also agrees to pay Govt. rates, cesses, charges, VAT, Infrastructure Development charges, Wealth tax or any fresh incidence of tax of all and any kind by whatever name called, whether levied, or legible now or in future, as the case may be from the date of this application in proportion to the super area of the flat prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the flat and the company shall have lien on the flat of the Intending Allottee for the recovery of such charges. The Basic Sale Price of the said Apartment is firm, save and except increases, which the applicant (s) allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material of charges, increase in super area and increase in cost/ charges. If any provision of the existing and future Laws, guidelines directions etc. in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the applicant (s) allottee(s) in proportion to the super area of his Apartment to the total super area of all the said project as when demanded by the Company.
(c) The Intending Allottee hereby covenants with the company to pay from time and at all times, the amounts which the Intending Allottee 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 its agents and representatives, estate effects, unidentified and harmless against the said payment 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 nonpayment, non observance of non-performance of the said covenants and conditions by the Intending Allottee.
5. (a) The company has calculated the total price payable by the Intending Allottee for the said flat on the basis of its super area which comprises of the flat area and the undivided share in the common areas and facilities within the said Building only. In addition, though not forming a part of the computation of the super area for which price is charged, the Intending Allottee shall have the ownership of the undivided proportionate share of the land beneath the footprint of the said building on sublease only calculated in the ratio of the super area of his/her flat to the total super area of all the flats in the said building only. The Intending Allottee confirms and represents that he/she has not made any payment to the company in any manner whatsoever and that the Company has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that he/she Intending Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the footprint of the said building save except the use of common areas (for the purpose 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 plan now or in future shall be final, conclusive and binding on the

Signature(s) of Applicant(s)

Intending Allottee. The company has made clear to the Intending Allottee that it shall be carrying out extensive development/construction activities for many decades in future in the entire area falling outside the land beneath the said building, in which his/her flat is located and that the Intending Allottee has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental/related activities. It is made clear by the company and agreed by Intending Allottee that all the rights including the ownership thereof of lands (s) facilities and amenities (other than those within the said building the land beneath the said building only), shall vest solely with the company and the company shall have the sole transfer, lease collaboration, joint venture, operation and management or any other mode including transfer of Government, semi-government or other authority, body any person, institution trust and/or any local body (ies) which the company may deem fit in its sole discretion. The company relying on this specific undertaking of the Intending Allottee in the application may provisionally agree to allot flat and this undertaking shall survive through out the occupancy of the flat by the Intending Allottee, his/her legal representative, successors administrators, executors, assigns etc.

(b) The flat applied for along with the building in which the flat applied for is located shall be subject to the provisions of the Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 or any statutory enactment or modifications thereof, the common areas and facilities on the undivided interest of each flat owner in common areas and facilities as specified by the company in the declaration which may be filed by the Company in compliance of the Uttar Pradesh Apartment (promotion of construction, ownership and maintenance) Act 2010 shall be conclusive and binding upon the flat owners and the Intending Allottee agrees and confirms that his/her right, title, interest in the said flat/said building shall be limited to and governed by what is specified by the company in the said declaration. In this regard, it is made clear by the company and fully understood by the Intending Allottee that the declaration to be filed in compliance of the Uttar Pradesh Apartment (promotion of construction, ownership and maintenance) Act, 2010 shall be in strict consonance with the said flat is located 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 shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/ association of flat owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the company in its sole discretion for this purpose.

(c) It is made clear by the company and specifically understood by the Intending Allottee that the company may in its sole discretion for the purpose of complying with the provisions of The Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act 2010 or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said building and for common areas and facilities as may be described by the company in its sole discretion in any declaration, by the calculating the same ratio of his/her flat's value to the total of the said building (s) Project/Scheme as, may be, and that the Intending Allottee agrees not to raise any objections in this regard.

6. The Intending Allottee agrees that, if as a result of any legislation, order of rule regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Flat/said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court of due to force majeure conditions, the Company, after provisional and/or final allotment is unable to deliver the

Flat/parking Space (s) to the Intending Allottee for his/her occupation and use, Intending Allottee 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.

7. The company and the Intending Allottee hereby agree that the earnest money for the purpose of this application and standard Flat Buyer's Agreement (as applicable) shall be 15% of the Basic sale consideration as per standard Flat Buyer's Agreement (as applicable). The Intending Allottee hereby authorizes their company at its sole discretion to forfeit this earnest money along with the penalty of the late payment and interest on delayed payments etc. in case of non fulfillment of the terms and conditions herein contained and those of the standard Flat Buyer's Agreement (as applicable) as also in the event by the Intending Allottee to sign and return to the company the standard Flat Buyer's Agreement (as applicable) within thirty (30) days from the date of its dispatch the company

Signature(s) of Applicant(s)

8. It shall be incumbent on the intending Allottee to comply with the terms of payment and/or other terms and conditions of the standard Flat Buyer's Agreement failing which he/she shall forfeit to the company the entire amount of earnest money interest on delayed payment etc. and the allotment/Fall Buyer's Agreement shall stand cancelled and the intending Allottee shall be left with no lien, right title interest or any claim of whatsoever nature in the flat and the parking space(s) the company shall thereafter be free to resell and/or deal with the said flat in any manner whatsoever at its sole discretion the amount. The amount (S) if any paid over and above the earnest money processing fee interest on delayed payment etc. would be refunded to the intending Allottee by the company only after realizing such amount to be refunded on resale but without any interest or compensation whatsoever nature. The company shall have the first lien and charge on the said flat for all its dues payable by the intending Allottee to the company.
9. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the intending Allottee to get the name of his/ her nominee substituted in his/her place Subject to such terms and conditions and charges as the company may impose. The intending Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the intending Allottee that as understood by the company at present there are no executive instructions of the competent authority to restrict any nomination, transfer/assignment of Allottee that is understood by the company at present there are no executive instructions of the competent authority to restrict any nomination, transfer/assignment of allotted flat. However, in the event of any impositions of such executive instructions at any time after the date of this application to restrict nomination, transfer/assignment of allotted flat by any authority, the same and the intending Allottee has specifically noted the same.
10. The intending allottee hereby agrees to pay additionally as Preferential Location charges for preferential locations as described in this applications and in a manner and within the time stated in the payment plan. However, the intending Allottee has specifically agreed that if due to any change in the layout/ building plan, the said flat 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 and such refund shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout/ building plan, the flat becomes preferentially located then the intending Allottee shall be liable and agrees to pay as demanded by the company additional preferential locations charges as stated in the payment plan.
11. In addition the applicant(s) allottee (s) hereby to pay all statutory charges, taxes cess, service tax and other levies including any incidence of enhancement therein demanded or imposed by the concerned authorities if any taxes of all any by whatever name called whether levied presently or in further or levied or leviable presently or in further or in further or with retrospective effect as the case may be from the date of this Application shall be payable proportionately by the applicant (s) allottee (s) from the date of booking prior to the execution of the sale deed/ conveyance deed in this regard. If such charges are levied or increased (including with retrospective effect) after the sale deed/conveyance has been executed then these charges shall be treated as unpaid sale consideration price of the said Apartment and the Company shall have lien on the Apartment for the recovery of such charges from the applicant (s) and the applicant (s) agrees to pay the same either directly to the concerned authorities or if paid by the company, reimburses the same to the company on pro-rata basis on demand being raised by the company on him/her in this regard.
12. The price of the said Apartment is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, culverts, laying of underground cabling fixing poles and making provision for electrification and street lighting, laying of pipes and constructing underground/overhead water tanks for water supply, sewerage line and providing road side horticulture, development of parks etc. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the peripheral of the said Project.
13. The intending Allottee agrees that one (01) car parking space shall be an integral part of this purchase of the flat and the intending Allottee shall not be entitled to sell/deal with the car parking space independent of the Flat All clauses of this application and standard Flat Buyer's Agreement (As applicable) pertaining to allotment possession, cancellation etc. shall apply mutatis mutandis to the said parking space, wherever. However the intending Allottee shall be entitled to apply for additional car parking space at a price indicated in the payment plan applicable at the time of allotment if it is made clear to the intending Allottee that the price of the flat is exclusive of reserved car parking space allotted to him/her for his/her exclusive use. As the reserved parking space is an integral amenity of the flat, the intending Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of the flat. The Buyer's (s) agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption and repossession etc. of the said Apartment under space allotted to him/her shall

Signature(s) of Applicant(s)

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 agrees to pay such increases within fifteen days of demand by the Company. If the Intending Allottee fails to pay, such increase in 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 agrees to pay such increases within fifteen days of demand by the Company. If the Intending Allottee fails to pay, such increase in the interest free maintenance security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorizes the company to treat the allotment as cancelled without any notice to the Intending Allottee and to recover the shortfall from the sale proceeds of the said flat and to refund to the Intending Allottee only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. 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 conveyance of title in favour of the Intending Allottee and the Company shall have first charge/lien on the said Flat 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 to the Company may, at its sole discretion, refund to the Intending Allottee in full and final settlement of the IFMS, after adjusting therefrom any outstanding maintenance bills and/or other outgoing of the Intending Allottee any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IFMS of this Application, standard Flat Buyer's Agreement (as applicable) and the conveyance deed as far as they are applicable to the Maintenance Agency the IFMS of the Company shall cease to be valid and effective. In the alternative the Intending Allottee hereby authorizes the Company to transfer to the Maintenance Agency the IFMS of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IFMS of this Application, standard Flat Buyer's Agreement (as applicable) and the conveyance deed as far as they are applicable to the Maintenance Agency the IFMS of the Intending Allottee shall cease to be valid and effective. In the alternative, the Intending Allottee hereby authorizes the Company to transfer to the Maintenance Agency the IFMS of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged for all its obligations and responsibilities concerning the IFMS and all clauses dealing/concerning the IFMS of this Application, standard Flat Buyer's Agreement and the Conveyance Deed as far as they are applicable to the Company shall cease to be valid and effective. It is hereby specifically agreed by the Intending Allottee that such transfer of IFMS shall not be linked in any manner whatsoever to the implementation of the Raj Empire Apartment Ownership Act, 1983 by the Company for the said Complex. Further the Intending Allottee(s) as stipulated hereinaabove, shall have the sole right to modify/revise all or any of the terms of IFMS, Maintenance Agreement, IFMS is sought from the Intending Allottee(s) as stipulated hereinaabove, shall have the sole right to modify/revise all or any of the terms of IFMS, Maintenance Agreement, including but not limited to the amount, rate of IFMS, etc. It is clearly understood and agreed by the applicant(s) that he/she shall have no right to claim portions of the said and/or common areas/facilities. The possession of the common area remains with the Company or the maintenance agency appointed by the Company and is not intended to be given to the applicant(s) except a limited right to user subject to payment of all such charges.

20. The Intending Allottee agrees and undertakes that they shall join any Association/Society of Flat owners as may, be formed by the Company for the said Group Housing on behalf of all the Intending Allottee therefor and to pay any fees/subscriptions charges demanded therefore and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. The Intending allottee agrees to execute such forms, applications or documents as desired by the Company for the becoming a member of the said Association of flat/apartment owners or for any other purposes as may be necessary in the opinion of the Company.

21. The Company shall have the first lien and charge on the said Apartment for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Apartment may be availed by the applicant(s). However, if a particular institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further instalments/dues. In case of the applicant(s) shall be executed only upon the Company receiving non objection certificate from such financial institutions/banks.

22. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Flat it shall be the sole responsibility of nonresident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1998 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this

Signature(s) of Applicant(s)

Application or Standard Flat Buyers Agreement. Any refund, transfer of security if provided in terms of the Standard Flat Buyer's Agreement (as applicable) shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agrees that in the event of any failure on his/her part of 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 shall keep the company fully indemnified and harmless in this regard; The Company accepts no responsibility in this regard.

23. The applicant (s) allottee(s) hereby agrees that the Company and/or its nominee shall manage the Club (if any) and may invite persons other than applicant (s) of apartment/Flat in the said Project for club membership. the applicant shall not interfere in the management and/or maintenance of the club in any manner whatsoever and shall be entitled to avail the Club facilities/services as per the rules and regulations of the Club. It is clarified that the applicant (s) allottee (s) shall not have any ownership right in the Club, its equipment, building \$ constructions and in the land underneath whether its management is done by the Company and/or its nominee appointed for this purpose.
24. That Company shall endeavour to complete the construction of the said building/flat within a period of 36 months from the date of start of construction subject to force majeure and 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. the company on obtaining certificate for occupation and use from the competent authorities shall hand over the flat to the Intending Allottee for his/her occupation and use and subject to the Intending Allottee having complied with all the terms and conditions of the stand of the standard Flat Buyer's Agreement (as applicable)
25. The company shall not be held responsible or liable for failure orderly in performing any of its obligations or undertaking as provided for in this application/standard Flat Buyer's Agreement (as applicable) if such performance is prevented, delayed or hindered of transportation, strike, lockouts, action of labour, union, change of Law, Act of Government or intervention of Statutory Authorities or any other cause not within the reasonable control of the Company.
26. The Intending Allottee shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and other incidental and legal expenses for execution for execution and registration of sale deed of the Flat in favour of the Intending Allottee which shall be executed and got registered after receipt of the full sale price, other dues, including payment of interest Free Maintenance Security payable to the Company or the Maintenance Agency, as the case may be and the said charges and expenses as maybe payable or demanded from the Allottee in respect of the Flat and parking space allotted to him/her in case Intending Allottee fails to deposit the stamp duty registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter. the Company shall be free to appropriate the part of sale price paid by the Intending Allottee towards the said charges and expenses and the Intending Allottee shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate. the Intending Allottee undertakes to execute the sale deed immediately thereafter from the date of company intimating in writing the receipt of the certificate for use and occupation of the said building from the competent authority failing which the Intending Allottee authorizes the company to cancel the allotment and fore it the earnest money, delayed payment interest etc. and refund the balance price paid by the Intending Allottee without any interest upon realisation of money from resale/re-allotment to any other party.
27. The Intending Allottee shall not use/cause to be used the said Flat for any other purpose except residential use and also as specified by the G.D.A. The Intending Allottee specifically undertakes not to use the said Flat or suffer it to be used for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause nuisance.
28. The Intending Allottee shall observe all term and conditions of this application and Standard Flat Buyer's Agreement (as applicable) and also those of the license granted to the company for the said Group Housing and shall also abide by the laws, byelaws, rules regulations and policies applicable thereto are as imposed by any competent Authority including GDA or any other Government/ local bodies and also rules, regulations and policies as may be made pursuant to and/or denied in the Maintenance Agreement and shall always fully observe and perform all the terms and conditions in this Agreement.

Signature(s) of Applicant(s)

29. The applicant/allottee shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge if created, shall be vacated before handing over possession of the Apartment to the applicant/allottee.
30. The Intending Allottee shall inform the company in writing regarding any change in the mailing address mentioned in this applications failing which all demands, notices etc. by the company shall mailed to the address given in this applications and deemed to have been received by the Intending Allottee. In case of joint allottees, all communication and refund if any shall be sent to the first named allottee in this application.
31. The provisional and/or final allotment of the Flat is entirely at the direction of the Company and the Company has rights to reject any provisional and/or final allotment without assigning any reasons thereof.
32. It is specifically understood by the intending Allottee that upon execution, the terms and conditions set out in the Flat Buyer's Agreement (as applicable) shall super cede the terms and conditions as set out in this application.
33. If any misrepresentation/concealment/suppression of material facts are found to be made by the applicant/allottee will be cancelled and the earnest money as mentioned hereinabove shall be liable for such misrepresentation/cancellation/suppression of material facts in all respect.
34. All or any disputes arising out or touching upon in relation to the terms of this applications and/or standard Flats Buyer's Agreement including the interpretation an validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably my mutual discussion failing which the same shall be settled through arbitration. The Arbitration and Conciliation Act, 1996 or any statutory amendment/modifications shall govern the arbitration proceedings there of for the time being in force. The arbitration proceeding shall be held at an appropriate locations in Ghaziabad by sole arbitrator to be appointed by the chairman & managing Director of Javin Construction Pvt. Ltd. the courts as District Ghaziabad U.P. alone shall have the jurisdiction in all matter arising out of touching and/or concerning this application and/or Flat Buyer's Agreement regardless of the place of execution of this application which is deemed to be Ghaziabad
35. Singular shall mean and include plural and masculine gender shall mean and include all feminine gender wherever applicable.
I/we have fully read and understood the abovementioned terms and conditions and agree to abide by the same I/We understand that the terms conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Flat Buyer's Agreement (as applicable) which shall supercede the terms and conditions set out in this 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 applications. 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 applications and/or standard Flat Buyer's Agreement (as applicable) 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 standard Flat Buyer's Agreement (as applicable) I/We have sought detailed explanations and clarifications from the company and company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application from and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellations of my/our provisional and/or final allotment either by way of forfeiture of 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 applications, I/we shall be left with no right, title interest or lien on the flat applied fo and processional and/or finally allotted to me/us in any manner whatsoever.
36. The applicant/allottee will not have any objection of the construction of additional units in the project provided the G.D.A./U.P. Govt. expands the permissible F.A.R. in the project in present or in future neither the applicant/allottee has/have taken the possession of his/her unit or not.

Signature(s) of Applicant(s)