



Application for Allotment of Residential Apartment at GALAXY NORTH AVENUE, Plot No.GC-3, GH-01,GAUR CITY, Sector-4, GNDA (WEST)

To,
M/S GALAXY INTERNATIONAL REALTECH PVT. LTD.
H- 95, Sector-63, Noida.

Project Name :GALAXY NORTH AVENUE
Plot No. : GC-3, GH-01, GAUR CITY, SEC-4, GNDA (WEST)

Dear Sir / Madam,

I/We request that I/We may be provisionally allotted a Residential Apartment in the project GALAXY NORTH AVENUE at Plot No. GC-3 in Gaur City, GH-01, Sector-4 Greater Noida (west), under your payment plan.

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 **M/s GALAXY INTERNATIONAL REALTECH PVT. LTD** (hereinafter called the Company) agreeing to provisionally allot an apartment on sub lease, I/We agree to pay further installment of sub lease consideration and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter 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.

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

My/Our particulars are given below for your reference and record

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....
S/W/D of
Nationality.....
Date of Birth..... Profession/Service.....
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Mailing Address.....
.....
Telephone No. Mobile No. Fax No.....
Designation, Office Name & Address.....
.....
Telephone No.....E-mail ID.....

2. JOINT OR SECOND APPLICANT

Mr./Mrs./Ms.....
S/W/D of
Nationality.....
Date of Birth..... Profession/Service.....
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Mailing Address.....
.....
Telephone No. Mobile No. Fax No.....
Designation, Office Name & Address.....
.....
Telephone No.....E-mail ID.....

Signature of the Applicant(s)

3. DETAILS OF APARTMENT:

Type of Apartment..... Apartment No..... Floor Block No
Total Area (In Sq. Ft.) (In Sq. Mtrs), Carpet Area (In Sq. Ft) (In Sq. Mtrs)
Parking Type Open ☐ Covered ☐

4. CHARGES DETAIL:

Basic Sale Price (BSP)	Per Sq.ft.	Rs.
Preferential Location Charges (PLC)	Per Sq.ft.	Rs.
Car Parking Space	Each	Rs.
Total (A)		Rs.
External Electrification Charges	Per Sq.ft.	Rs.
One Time Lease Rent	Per Sq.ft.	Rs.
Fire Fighting Charges	Per Sq.ft.	Rs.
Club Membership (compulsory)	Per Unit	Rs.
Total (B)		Rs.
Total Cost (A+B)		Rs.
Total Cost (In Words)		

5. Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of "Galaxy International Realtech Pvt. Ltd."

6. I/We require electrical connection for.....KW (minimum 5 KVA). I/We are ready to pay the charges @ Rs. 10,000/- per KVA or at such rate as decided by the company time to time (Total amount Rs.) at the time of offer of possession.
7. I/We require power back-up of.....KVA (minimum 1 KVA). I/We are ready to pay power back-up installation charges @ Rs.25,000/- per KVA or at such rate as decided by the company time to time (Total amount Rs.....), at the time of offer of possession and ready to pay the per unit charges of the Power back-up (i.e. running of DG set) to be decided at the time of offer of possession.
8. I/We are ready to pay IFMS @ Rs. 25/- per sq.ft. for Total area of apartment at the time of offer of possession.
9. I/We are ready to pay GST, Registration and other charges levied by the Govt. / nodal agency shall be borned by the buyer at the applicable rate from time to time (extra).
10. Any other Remarks:.....
11. DECLARATION
I/We the applicant(s) do hereby declare that my/our application for allotment of the apartment/shop by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

DATE:

Yours faithfully,

PLACE:.....

Signature of applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name.....SignatureDate

1. ACCEPTED ☐ REJECTED ☐
Type of Apartment..... Apartment No.....Floor.....
Parking Type Open ☐ Covered ☐
Total price payable for the apartment together with the parking price Rs.....
2. PAYMENT PLAN:
3. Payment received vide Cheque / DD / Pay order No.....Dated..... Drawn onfor Rs.....(Rupees.....)
4. Provisional Booking Receipt No.....Dated.....
5. BOOKING: DIRECT / THROUGH SALES ORGANISER
6. Sales Organiser's Name & Address, Stamp with signature and Rera Registration No.....
7. Remarks:.....
8. Check List for Receiving Officer:
- a) Booking Amount cheques/drafts
 - b) Customer's signature on all pages of the application form.
 - c) PAN No. & copy of PAN Card / Undertaking Form No.60
 - d) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
 - e) For Foreign Nationals of Indian origin: Passport photocopy /funds from NRE / FCNR A/c
 - f) For NRI: Copy of Passport & Payment through NRE /NRO A/c

Signature of the Applicant(s)

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT GALAXY NORTH AVENUE AT PLOT NO.GC-3, IN GAUR CITY AT GH-01, SECTOR 4, GREATER NOIDA(WEST).

And whereas the Builder i.e. M/s Galaxy International Realtech Pvt. Ltd. has purchased the land measuring 20000 Sq. Mtrs. Of the above said complex (GC-03) from M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd on lease hold basis vide sub lease deed, which was duly registered vide document No. 20537 in Book No.1, Volume No. 7303 at pages nos. 99-124 on 26-08-2010 in the office of Sub Registrar, Gautam Budh Nagar, (U.P.).

Whereas as per Group Housing Norms, the land will be used for commercial and residential Open spaces/ green purposes.

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment In Group Housing Plot mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon:

Whereas all terms & conditions of the above Group Housing executed.

1. The building plans of under construction Group Housing Plot are sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The Complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
2. That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartment on the said Project and also has right to allot different apartments in the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNIDA as well as of the Government orders/ Notifications/ GNIDA Policy for an integrated township in U. P. issued from time to time.
4. 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, 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/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder 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.
5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with impartible and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F. A. R., carry out construction of further apartment in the eventuality of such change in the F. A. R. Furthermore, consent to increase in permissible FAR the company shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3rd allottees at time of seeking approval for such additional FAR.
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis. However, Carpet Area Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the apartment.
7. That the Allottee is aware of and has acknowledge that the building plans are sanctioned by Greater Noida Industrial Development Authority and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to Allottee for such minor changes /modifications.
8. That the lease consideration is for the total area of the said apartment, as mentioned hereinabove, property known as "Total Area" comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F. A. R. density , open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an agreement to Intending Allottee(s)} or tot-lots, space for public amenities, shopping centers or any other space will be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
9. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
10. That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental 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.
11. That the installments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the even of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.
12. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of Apartment will be forfeited and balance amount, if any, will be refunded without any interest.

Signature of the Applicant(s)

13. That the schedule of installments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
14. That In exceptional circumstances, the Builder may, in its sole discretion condone the delay in payment by charging interest @12% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).
15. That any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ changes in the Total area of the Unit/Flat, there will be no extra charge/claim or refund by the company as well as by the Allottee. However any major alternation / modification resulting more than $\pm 3\%$ in total area of the Unit/Flat, any time prior to and upon the possession of the Unit/Flat, the company will intimate to the Allottee in writing about the changes thereof and the change in the enhanced cost of Unit/Flat, the Allottee has to pay that amount to the company. The Allottee has to give his consent or objection within 30 days from date of such notice. In case the Allottee does not give consent and objection for such change the allotment shall be cancelled and the company will refund the entire money received from the Allottee without any deduction and interest. No other claim of the Allottee shall be considered in this regard.
16. That the intending Allottee(s) consents that the Builder 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 Builder.
17. Since it is a large project having number of buildings, the 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 intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession.
18. That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
19. That a written intimation for completion of project will be sent to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out period" is in order to facilitate the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own Apartment after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of sub Lease Deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out period" only, which will take 20 to 25 days for an individual Apartment and the intending Allottee(s) may get these final installations done in his/her/their own presence, if desired so.
20. However, if there is delay in handing over possession of Apartment after expiry of "Fit-out period" due to any other reason(s), the Builder will pay the intending Allottee(s) delayed possession interest @12 % P.A., on the payment received for the period of delay only (commencing from the date of expiry of "Fit-out period").
21. That in case the Allottee(s) fail to take possession of apartment within 'Fit-out-period', he/she/they will pay penalty as holding / waiting charges @ 12 % P.A. for the period of delay from date of expiry of "Fit-out-Period".
22. This holding/waiting period shall have a limit maximum of 2 months thereafter the said allotment shall be treated as cancelled without any further notice and no other claim except to refund of amount without any interest after forfeiting amount equivalent to 10% cost of apartment as per the terms & condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will refund to the bank and balance amount will be refund to the allottee(s).
23. Transfer of the Flat including rights as Flat Allottee herein will be at the sole discretion of "The Company" and shall require prior approval of "The Company". The administrative charges as prescribed by "The Company" from time to time will be paid by the transferor at the time of transfer. Any change in the name registered as Flat allottee (including addition/deletion) with the company shall be deemed to be a transfer for this purpose. The administrative charges for transfer of the Flat between family members (viz husband, wife and own children) will be matter of the normal administrative charges for every transfer. Claims if any, between the transferor and transferee, as a result of subsequent reduction/increase in the area of its location will be settled between themselves i.e. transferor and transferee and "The Company" will not be a party to the same. It will be the responsibility of the transferor to obtain all sanction including sanction of the competent authorities inter-alia under the Urban Land Ceiling and Regulation Act, 1976, if the transfer fails within the purview of the said Act.
24. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained
25. That there will be defect liability period of Five (5) years from the date of "issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the Allottee to sort out the issues.
26. That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges, GST or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
27. That the intending Allottee(s) will pay Interest Free Maintenance Security (IFMS) @ Rs.25/- per sq. ft. of the total area to the Builder, 25% of which will take care of the security deposit for city level maintenance development security.
28. That the intending Allottee(s) has/have to pay monthly Maintenance Charges @ Rs. 2.15 per sq. ft. of the Total area to the Maintenance Body of the project nominated by the Builder, 15% of which will be for city level maintenance services payable to Builder/Nominee of the Builder for facility management of township.

Signature of the Applicant(s)

29. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the Builder, will be decided by the Builder.
30. 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.
31. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for cleaning/ maintaining/ repairing of the pipes/leakage/ seepage in his/her/their Apartment.
32. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
33. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by the Builder. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee(s). The Intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment for the stamp duty.
34. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.
35. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
36. That the Apartment shall be used for activities as are permissible under the Law.
37. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or willful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
38. That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
39. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
40. That the 75% of the Interest Free Maintenance Security given by the intending allottee(s) to the Builder or nominee of the Builder is transferable to the Resident Welfare Association (RWA) / AAO at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA / AAO of the Complex and balance 25 % will be kept/used/transferred to the city level maintenance agency which will maintain the common services of the Township. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:
- All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
 - Security gates with intercom, lift rooms at terrace without terrace right.
- Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, 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 will remain the property of the Builder.
41. That Builder shall get single point electric connection for the complex from the NPCL or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking (minimum 5 KVA) @ Rs.10,000/- per KVA or at such rate as decided by the company time to time.
42. That the Carbon Credit Benefit arisen, if any, in the Township can be redeemed by the Builder.
43. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
44. That the intending Allottee(s) can also avail additional power back-up facility (over 1 kva mandatory) and notify his/her/their requirement at the time of booking in application form. He/She/They will pay @ Rs.25,000/- per KVA or at such rate as decided by the company time to time, at the time of offer for possession for power back up installation charges. The intending Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.
45. That the Car parking is available inside the Complex on payment basis and it shall be allotted to the Allottee(s) as per type opted by him/her/them in the application form, at the time of possession. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the intending Allottee(s). A separate Agreement for the allotment of the car parking will be executed between Builder and the intending Allottee(s) at the time of possession. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.

Signature of the Applicant(s)

46. Further, if there is any Service Tax, Trade Tax and any additional levies, Rates, Taxes, GST, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the Builder as a consequence of order from the Government/GNIDA/Statutory or other local authority(s), shall pay the same. Also, the intending Allottee(s) will be liable to pay his/her/their proportionate share.
47. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the 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 intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
48. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the Apartment and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder 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) to the Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of sub lease deed.
49. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
50. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
51. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Ghaziabad, (U. P), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
52. That in case of NRI Allottee(s) 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 Allottee(s).
53. The allotment letter (Agreement to sale) over standard draft as per the guidelines of RERA is necessary to be registered after the execution which under preparation at the end of government, as and when the model agreement will be provided by the government of U.P. same shall be applicable and binding upon the parties.

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

1 SQ. MTR = 10.764 SQ. FT.

Signature of the applicant(s)