



APPLICATION FOR PROVISIONAL BOOKING/ALLOTMENT OF RESIDENTIAL APARTMENT PROJECT BRAJ GANGA RESIDENCY, CIVIL LINES, MATHURA (A JOINT VENTURE OF GAYATRI HOSPITALITY & REALCON LTD. AND ARIHANT DEVELOPERS.)

To
GAYATRI HOSPITALITY AND REALCON LTD.
 H-133, Sec-63
 NOIDA

Dear Sir,

I/We request that I/We may be provisionally allotted a residential flat (here in after referred as Residential Unit) in your Project Braj Ganga Residency

I/We have remitted/remit herewith a sum of Rs.....

(Rupees.....

.....only)vide Cash/Bank Draft/Cheque No.....dated.....

drawn on (Bank & Branch name).....

IN CASE THE AMOUNT PAID HEREWITH FALLS SHORT OF AMOUNT REQUIRED FOR BOOKING AS PER OPTED PAYMENT PLAN, I/WE PROMISE TO PAY THE BALANCE AMOUNT WITHIN 7 DAYS FAILING WHICH THE BOOKING MAY BE CONSIDERED CANCELLED AT THE SOLE DISCRETION OF THE COMPANY.

In the event of the Company agreeing to provisionally allot a residential unit, I/We agree to pay further installment of sale price and all the other dues as stipulated in the application and the allotment letter and the payment Plans 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 allotment and/or possession of a residential unit notwithstanding the fact that the company may have issued receipt in acknowledgment of the money tendered with this application.

I/We agree to sign and execute the Allotment letter on the Company's standard format agreeing to abide by the terms and conditions of the same. I/We have read the standard format of the Allotment Letter of the Company and clearly understand that the ownership/title in the Allotted Unit shall pass on to me/us only after execution of sale deed. If, however, I/We fail to execute and return the Allotment Letter within thirty days from the date of its dispatch by the company then this application shall be treated as cancelled and the earnest money as defined in Clause 10 of the terms and conditions mentioned in this application paid by me/us shall stand forfeited. I/We are making this application within the full knowledge that the site plans, location of the Proposed Township and other terms and conditions as stated in this application for allotment are entirely tentative and are liable to be changed, altered, revised, added, deleted, substituted or recast at the sole discretion of the Company as it may deem fit.

Signature of Applicant(s)

My/own particulars are given below for your reference and record:

SOLE OR FIRST APPLICANT MR./MRS./MS
S/W/D/ OF
 R/O

PLEASE AFFIX
YOUR
PHOTOGRAPH
HERE

.....NATIONALITY.....D.O.B
 AGE..... YEARS, PROFESSION/OCCUPATION
 SERVICE
 Residential Status: Resident/Non-Resident/Foreign National of Origin

Income Tax Permanent Account No
 Ward/Circle/range and place where assessed to income tax
 mailing Address
 Tel No Mobile Fax No
 Office Name & Address
 Email IDPermanent Address

SECOND APPLICANT MR./MRS./MS.
 S/W/D/ OF R/O

PLEASE AFFIX
YOUR
PHOTOGRAPH
HERE

.....NATIONALITY.....D.O.B
 AGE YEARS, PROFESSION/OCCUPATION
 SERVICE
 Residential Status : Resident/Non-Resident/Foreign National of Origin

Income Tax Permanent Account No
 Ward/Circle/range and place where assessed to income tax
 Mailing Address
 Tel No..... Mobile..... Fax No
 Office Name & Address
 Email ID..... Permanent Address

Unit No : Basic Sale Price Rs.

Super area P. L. C.

Other Charges

Total cost Rs.

Payment option : ☐ Construction Linked Plan (CLP) ☐ Down Payment Plan (DP)

A sum of Rs.....

Rupees

in Cash/Through Cheque No./DD No

Name of Bank

Payable at

Note:

- A. Payments to be made by A/c Payee Cheque (s) / Demand Draft (s) in favour of **M/s. BRAJ GANGA RESIDENCY** payable at Mathura only.
- B. For details please see the Price List.
- C. Stamp duty and registration charges etc. shall be extra to be borne by the applicant.
- D. The total price above does not include:
 - a. Any tax paid or payable by the Company and/or its Contractors by of Value Added tax, State Sales Tax, Central Sales Tax, Works Contract Tax and Service Tax or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as "Taxes") shall be payable by the applicant even if they are retrospective in effect.
 - b. The Company shall intimate to the Intending Allottee, the amount payable as stated in above and the Intending Allottee shall make payment within 15 (Fifteen) days of such intimation.
- E. In case PAN card No. is not provided, Intending Allottee (s) must provide declaration in Form No.60.

DECLARATION

I/We the applicant (s) do hereby declare that the above particulars/information given by me/us are true and correct nothing has been concealed thereon. I/We have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.

Declaration Signed by applicant(s).....

Date.....

Your faithfully,

Place.....

Signature of Applicant(s)/Intending Allottee(s)

FOR BROKER'S USE ONLY

Name of Agent..... Agent Code.....

Agent Stamp

Agent Signatures

NOTE: AGENTS MUST PUT THEIR STAMP AND SIGNATURE AT APPROPRIATE PLACE AND ENSURE THAT COPY OF THEIR PAN CARD IS SUBMITTED TO COMPANY, NON COMPLIANCE MAY DELAY THE RELEASE OF COMMISSION TO THEM.

Signature of Applicant(s)

FOR OFFICE USE ONLY

Receiving officer's Name

- | | | |
|----------------|----------|----------|
| 1. Application | Accepted | Rejected |
|----------------|----------|----------|
2. DETAILS OF UNIT ALLOTTED
- Unit No.....Type.....Super area.....Per Sq./Ft.
Basic Rate.....Per Sq./Ft.
Preference Location charge Type..... Rate.....
Basic Sale Price Rs.....

Preference Location Charge Rs.....Other Charge Rs.....
Total unit Cost Price (Basic + PLC only) Rs.....
(in words).....
*Exclusive of other allied charges payable as per the terms of allotment.
3. Payment received at the time of booking vide Cheques/DD/Pay Order No..... dated.....
for Rs.....drawn on.....Bank
4. Provisional booking receipt No..... dated.....
5. Type of Account.....
6. Payment option - ☐ C.L.P. ☐ D.P.
7. Booking made through - ☐ Direct ☐ Through Broker, if yes, Broker code.....
- Date..... Place.....

Authorized Signatory

Checklist - ATTENDING STAFF/INCHARGE TO ENSURE THAT FOLLOWING REQUIREMENTS HAVE BEEN COMPLIED WITH.

- * Correct form is used for Direct /Broker Booking. ☐
- * Pan Card copy/Form 60 from all applicant received. ☐
- * Residence Proof (Passport/Driving Lic./Ration Card etc) received . ☐
- * Passport Size Photo of all applicants pasted on appropriate place. ☐
- * Telephone/Mobile of all applicants written at appropriate place. ☐
- * Applicants have signed at all required places including declaration. ☐
- * All corrections and pastings are authorized by applicants by signing on/near to them. ☐
- * Unit details and cost verified with Layout and applicable Price list. ☐
- * Cheque/DD is Payable at Mathura only. ☐
- * If Broker booking, Broker name, signatures and Stamp are at appropriate place. ☐
- * Unit Type and specification is clearly marked in Application. ☐

In case of NRI applicants following additional documents are required:

- * Passport copy with Valid visa page received. ☐
- * Letter from Bank on Bank's Letterhead confirming that the cheque has been issued from NRI's / NRO account held with them. This is not required if money is remitted or Draft is made by NRI from outside India. ☐

**PRINCIPAL TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF RESIDENTIAL UNIT**

The Principal terms and conditions for the provisional allotment are set out herein below which shall form part and parcel of the comprehensive Allotment Letter to be executed between the Company and the Intending Allottee(s).

1. Gayatri Hospitality & Realcon Ltd. the Developer entitled to construct, develop, sell, lease and manage the areas in the land and to deal with all matters concerning the same.
2. The applicant(s) has applied for allotment of Residential unit (hereinafter referred as Unit) proposed to be constructed on Project titled "**BRAJ GANGA RESIDENCY**" (said Project).

The applicant(s) understand this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or the Unit in the said Complex to any body.

3. The allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed Unit Applicant Agreement. The allotment of the unit is entirely at the discretion of the Developer. The ownership right of the Applicant begins only after the full payment is made such as Basic sale Price, EEC, EFC, PLC, IFMS, Club membership, any other charge, if any and all Government Charges etc. and when registered conveyance deed/Sub lease deed of property is executed in his favour.

The applicant(s) accepts that the Plans are tentative and the area/location of said unit may be changed/ varied during the course of construction to the extent of plus/minus ten percent to which the applicant(s) shall not object. The applicant(s) further agrees to pay the consideration for the increased area, if the area decreases, the Developer will refund the amount or adjust the amount in future installment as the case may be. That the schedule of the installment under payment plan shall be final binding on the intending allottee(s). It is to made clear that the timely payment is the essence of the allotment.

That the allotment letter issued by the Company allotting the unit in the said building shall be binding on the applicant(s) to purchase the same unit and the applicant(s) will have to execute all the necessary documents, affidavits, Standard Unit Applicant Agreement within stipulated time from the date of offer of allotment and/or from the date of communication by the Company. It is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the unit applicant Agreement shall supersede the terms and conditions as set out in this application.

4. The performance by the Developer of its obligation under these presents are contingent, 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. The Developer has readily provided and the applicant(s) has seen and received, to its satisfaction all information and clarifications as required by the applicant(s) and the applicant(s) is applying for the said Unit with full knowledge of all the rights, title and interests of the Company and laws, rules, regulation, notifications, etc. applicable to the Complex. All the queries

Signature of Applicant(s)

related to unit, project etc. have already been answered by the Company to the complete satisfaction of the applicant(s) and no further investigation in this regard is required by the applicant(s). The applicant(s) confirms that this Application is irrevocable and can not be withdrawn.

5. That a written intimation for completion of unit will be sent to the applicant(s) and a "Fit Out Period" of one quarter will commence from the date of possession. The installation of sanitary-ware, washbasin, kitchen sink, hardware accessories, final touch of paint will done during said "Fit Out Period" only Date of possession will be calculated from the date of Bhoomi Pujan or date of booking whichever is later.

However, if there is delay in handing over possession of unit after expiry of Fit Out Period due to any reason(s), the Developer will pay Rs. 5/- per Sq. feet monthly, if there is not any foremajuere for delayed period, on expiry of "Fit Out Period" to the applicant(s).

6. The Developer by itself or through its nominee(s) may raise finance from any Bank/Financial institution Body/Corporate to finance the building/Complex and for this purpose further creates an Equitable Mortgage/English Mortgage/charge on the project land and area constructed/to be constructed and for such an act, the applicant(s) hereby gives consent and authorizes the Developer to do the same. The Developer, however, assures the applicants(s) that the said unit, after receipt of the basic sale price and all the other sums due and payable by the Applicant, shall render the applicant(s) unit free of encumbrances created by the Developer.
7. Any notice, letter or communication to be made, served or communicated to the Developer shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Developer at the registered office address of the Developer.
8. That any communication/commitment made by the Broker/Agent/Employee of the Company etc. before the date on which this Application is signed by the Application (s) will not be applicable/ effective further in any circumstances. The Developer will not be responsible in any circumstances for the consequences of any nature, which may arise from the communication/commitment made by the Broker/Agent/ Employees of the Company.
9. That as per Layout Plan it is envisaged that the units on all floors shall be sold as an independent unit with impartable and undivided share in the land and underneath the plot. The applicants(s) shall not be permitted to construct anything on the terrace. However the developer shall have the right to explore the terrace in case of any change in the F.A.R./any other Rules/Bye-Laws of the Authority, carry out construction of further units in the eventuality of such a change. However, as a result thereof , if there is any change in the boundaries or area of the sold unit, the same shall be valid & binding on the applicant(s).

All payments by the applicant(s) shall be made to the company only through demand drafts/Account Payee Cheques drawn upon scheduled banks in favour of **"M/s. BRAJ GANGA RESIDENCY"** payable at Mathura only. All cheques are accepted subject to the realization of the same only. In case the applicant(s) makes the payment by an outstation cheque, then his/her payment would be deemed to have been received on the date, the cheque will be credited into the bank account of the Company by the Bank.

Signature of Applicant(s)

Further the Bank Charges for the outstation clearing and bounced Cheque will be charged from the applicant(s). In the event of failure on the part of the applicant(s) to take possession of the unit within fit out period as mentioned above from the date of intimation in writing by the Developer, than the same shall be at the risk and cost of the applicant(s) and the applicant(s) shall be liable to pay to the Developer holding charge at the rate of Rs. 6/- per sq.ft. per month.

10. The Company and the applicant hereby agree that the amount paid with the application and in installment, as the case may be, to the extent of 20% of the basic sale price of the Unit, will collectively constitute the "Earnest Money". This Earnest Money shall stand forfeited at the sole discretion of the company, in case of the non-fulfilment/breach of the terms and conditions contained herein and those of the Allotment(s).
11. The Cost of installing, running and maintaining of any water effluent treatment plant/pollution control devices shall be paid extra by the Allottee(s) on Proportionate basis, the quantum of which shall be decided by the Developer at its sole discretion and the same shall be conclusive and binding on the Allottee(s).
12. The timely payment of installments is the essence of these terms and conditions of the booking/allotment. In the event of irregular/delayed payments/non-fulfilment of terms of payments, the booking may be cancelled at the discretion of the company. The 5% of the basic price of the Unit constituting Earnest Money shall stand forfeited in case of cancellation of the booking. Balance payment, if any, shall be refunded without any interest after return of original receipts and other document by the prospective Intending Allottee(s) to the company with in 30 days concerning the booked Unit(s). However, the Company at its sole discretion may condone the delay in payment by charging interest at a rate of 18% per annum compounded quarterly on the delayed payments/outstanding and restoration charge at such rates as may be decided by the company at its sole discretion.
13. If the cheque submitted by the Intending Allottee(s) is dishonoured, then the allotment would be deemed cancelled/terminated by the Company on its own descretions and the Company will not be under any obligation to inform the Intending Allottee(s) about the dishonours of the cheque or cancellation of the Allotment.
14. It shall be the duty of the Intending Allottee(s) to make regular installments payment in accordance with payment plan opted, on his own, without any dependence/reference to any demand notices being issued by the company, except in case of Construction Linked Payment Plan.
15. The Allottee(s) can avail Loans from the Financial Institution/Banks to Finance the unit. However the Company shall not be responsible in any manner of a particular Financial Institution/Bank refuses to Finance the unit on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Company payment schedule and its repayment with Interest accrued thereon to the Bank/financing agency will rest exclusively on the Allottee(s) and in no event the Company shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s).

Signature of Applicant(s)

16. The Allottee(s) hereby authorises and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of Unit allotted to him subject to the Unit being free of encumbrances at the time of execution of sale deed.
17. The company may, at its sole discretion and subject to applicable laws and notification or any Government direction as may be in force, permit the Intending Allottee(s) to get the name of his/her nominee substituted in his/her place or to pass on/Transfer the Allotment in some other name on payment of administrative charges as prescribed by the company, Any change in the name of the Allottee(s) (including addition/deletion) as registered with the company will be deemed as transfer for this purpose. The administrative charges for transfer of right herein amongst family members (husband, wife, own children, real brother/ sister and parents) will be 25% of the normal administrative charges for every transfer. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/Transfer.
18. The booking is subject to rules and regulations of the govt./Local Authorities etc. are applicable in the area/city.
19. The electricity supply shall be obtained from Electricity Authority/Body by Allottee(s) for his/her own consumption at his/her own cost. The cost of Installation of Sub-Station/Power House/ Transformers shall be charged extra on proportionate share basis from area of the Intending Allottee(s), the quantum of which shall be decided by company at its sole discretion and notified to the concerned Intending Allottee(s).
20. The Intending Allottee(s) also agree to pay Govt./Local Body rates, cesses, charges, ground rent, taxes of all and kind by whatever name called, whether levied or leviable now or in future, as the case may be for the provisional allotment proportion to the area of the Unit allotted prior to the execution of the sale deed/lease. If such charge shall be treated are increased (including with retrospective effect) after the sale deed/lease has been executed then these charges shall be treated as unpaid sale prices of the Unit and the company shall have lien on the Unit for the recovery of such charges.
21. The Company shall endeavour to give possession of the Unit to the applicant (s) Intending Allottee (s) within a reasonable time from the date of execution of allotment letter subject to force majeure circumstances such as act of God, Fire, earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities material or supplies, failure of transportation, strike, lock out, act on of labour union, any dispute with any contractor, construction agency appointed by the company, change of law, or any notice, order, rule or notification issued by any Courts/tribunals and/or Authorities, delay in the grant of part/full completion (occupancy) certificate by the Government and/or any other public or competent authority or intervention of Statutory Authorities, or any other reason(s) beyond the control of the Company the subject to receipt of dues and other charges as per payment plan opted by the Intending Allottee(s). The Applicant/Intending Allottee(s) shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the company. The Company on completion of the development/ construction shall issue final call notice to the Applicant(s) Intending Allottee(s) who shall within 30

Signature of Applicant(s)

days thereof, remit all dues take possession of unit after registration of sale deed. The date mentioned on the final call notice shall be deemed to be the date of offer of possession. In the event of his/her failure to take possession for any reasons whatsoever, he/she shall be liable to pay all maintenance charges to the company or the nominated agency and/or any other levies on account of failure of take possession of the Unit. The maintenance charges shall be reckoned from the date of offer of possession. The Company or its nominated agency shall also charge holding/watch and ward charges, as may be, applicable at the Company's discretion, if the Intending Allottee(s) fails to take possession with the period mentioned in the offer of possession. The Intending Allottee(s) shall also be liable to pay interest at such rates as may be applied by the company or its nominated agency, in the event of any delay in payment of charges mentioned above.

22. That the possession of the said residential Unit shall be delivered to the intending Allottee(s) after the same is ready for occupation and use, provided all the amount due by the intending Allottee(s) are paid to the company. The Intending Allottee(s) shall take possession of any said residential unit within such period as may be mentioned in the "offer of possession" issued/sent by the company.
23. The Intending Allottee(s) upon development of the said Township and offer of Possession of the Unit shall enter into a maintenance agreement with any Association / Body of Unit owners or any other nominee/agency/association(s) or other body(ies) (hereinafter referred to as "The Maintenance Agency" as may be appointed/nominated by the company from time to time for the maintenance and upkeep of the said Unit and common areas and the Intending Allottee(s) undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of offer of possession, irrespective whether the Intending Allottee(s) is in occupation/possession of the Unit or not. In order to secure due payment of the Intending Allottee(s) in paying promptly of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or Maintenance Agency nominated by the Company, on interest free maintenance Security (IFMS) on such rates as may be decided by the company, or its nominated agency in its sole discretion. In case of failure of the Intending Allottee(s) to pay the maintenance bill, other charges on or before the due date, the Intending Allottee(s) in addition to permitting the company / maintenance agency to deny him/her the maintenance services, also authorizes the company to adjust the amount of the security deposited against such defaults.
24. The Intending Allottee(s) shall pay, as and when demanded by the Company, ie Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Unit in favour of the Intending Allottee(s) which shall be executed and got registered after receipt of the full sale prices, other dues including payment of Maintenance/Security deposit payable to the Company of the Maintenance Agency, as the case may be and the said charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Unit allotted to him/her along with no objection Certificate from the concerned maintenance agency. The title of ownership shall pass onto the intending Allottee(s) only after execution of sale Deed.

Signature of Applicant(s)

25. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/deed/ document executed between the company and the Intending Allottee(s) shall be borne by the Intending Allottee(s).
26. The Intending Allottee(s) shall inform the company in writing any change in the address mentioned in this application failing which all demands, notices by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee(s). In case for joint Allottees, all communication shall be sent to the first named Allottee(s) in this application.
27. The company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s)/ Intending Allottee(s) to the company.
28. The applicant(s)/ Allottee(s) undertakes to abide by all the laws, rules and regulations of the UP State Government, the MVDA, the Local bodies and conditions of the allotment of the Project Land governing or relation to the Unit/project, and shall be responsible for all defaults, violations breaches of any of the conditions or rules and regulations.
29. The applicant(s) Intending Allottee(s) shall use the Unit for the residential purposes only.
30. It is made clear by the Company and fully understood by the Intending Allottee(s) that the allotment whether provisional and/or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities, club and buildings outside the area (land) of the unit allotted. In the event of the Intending Allottee (s) wishing to use the facilities provided by Club, if any, the Intending Allottee(s) undertakes to join such society/association of the unit owners and to pay such fees, charges as may be decided by the company or agency providing the recreational facilities at club and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.
31. The Intending Allottee(s), if resident outside India, shall be solely responsible to Comply with the necessary formalities, as laid down in the FEMA 1999 or other applicable laws including that of remittances of payment(s) for acquisition of property and for submission of any documents/declarations etc. as may be prescribed. the company shall not be responsible towards any third party making payment/ remittances on behalf of applicant / intending Allottee(s) and such third party shall not have any right in the application/ allotment of the said unit applied for herein in any way and the company shall be issuing the payment receipts in favour of the Allottee(s) only.
32. The Intending Allottee(s) agrees that, if as a result of any legislation, order or rule of regulation made or issued by the Govt. or any other Authority, approvals for the said Township or any matters, issues relating to such approvals, permission, notices, notifications by the Competent authority(s) become subject matter of any suit/ writ/legal proceedings before a competent court or due to force majeure conditions, the Company, after provisional and/ or final allotment, is unable to deliver the Unit to the Intending Allottee(s) for his/her occupation and use, the Intending Allottee(s) agrees that the company if it decides at its sole discretion to refund, then is shall be liable only to refund the amounts received from him/ her without any interest or compensation whatsoever.

Signature of Applicant(s)

33. All or any other dispute arising out or touching upon or in relation to the terms of this application and/ or Allotment Letter including the interpretation and validity of the terms thereof and the respective right and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Agra by a sole arbitrator who shall be appointed by the company and whose decisions shall be binding upon the parties and the cost of Arbitration proceedings shall be borne by the Allottee(s). The intending allottee(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Intending Allottee (s) confirms that notwithstanding such relationship/connection, the Intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator.
34. Any delay or indulgence by the Company in enforcing any of the terms of this Application and subsequent Allotment or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Company of any breach or noncompliance of any of the terms and conditions of this Application and subsequent Allotment by the intending Allottee(s) nor shall the same in any manner prejudice to the rights, title and interest of the Company.
35. This Application and the Allotment letter (to be executed later) shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Mathura.

Declaration

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

I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as may be comprehensively set out in the Allotment letter and the present and conditions would be read and taken to be part of such allotment letter. I/We are fully conscious that it is not incumbent on the part of the company to send reminders/notice in respect of our obligations as set out in this application and/ or Allotment Letter and I/we shall be fully liable for any consequences in respect of defaults by me/ us in not abiding by the terms and conditions contained in this application and/or Allotment Letter. I/We have sought detailed explanations and clarifications from the company and the 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 form and paid the monies payable thereunder fully conscious of my liabilities and obligations including forfeitures of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/ We shall be left with no right title, interest or lien on the Unit applied for and provisionally and / or finally allotted to me/ us in any manner whatsoever.

Date.....

Place.....

Signature(s) of applicant