

Applicant's Particulars for Reference and Record

**To be filled in BLOCK LETTERS by the applicant using a BLACK pen.*

Co - APPLICANT DETAILS (Leave a Space Blank between two consecutive words)

| | | | | | | | | | | | |
|----------------------|--|--|--|--|--|---------|--|--|--|--|--|
| Customer Name : | | | | | | | | | | | |
| S/o, W/o, D/o, C/o : | | | | | | | | | | | |
| DOB/DOI : | | | | | | Gender: | | | | | |
| Profession : | | | | | | | | | | | |
| Designation : | | | | | | | | | | | |
| Company/ Firm Name | | | | | | | | | | | |
| PAN* | | | | | | | | | | | |
| Passport No.: | | | | | | | | | | | |

| | | | |
|-----------------------|--|------------|--|
| Phone No (Residence): | | Office No. | |
| Mobile No. : | | Fax No. | |
| Email ID : | | | |

| | | | | | | | | | | | |
|-------------------------|--|-----------|--|--|--|--|--|--|--|--|--|
| Permanent Address : | | | | | | | | | | | |
| City : | | State : | | | | | | | | | |
| PIN Code : | | Country : | | | | | | | | | |
| Office Address : | | | | | | | | | | | |
| City : | | State : | | | | | | | | | |
| PIN Code : | | Country : | | | | | | | | | |
| Correspondence Address: | | | | | | | | | | | |
| City : | | State : | | | | | | | | | |
| PIN Code : | | Country : | | | | | | | | | |

| | | | | |
|------------------------------------|-----------------------------------|---------------------------------------|--|---|
| <i>Kindly (X) the Relevant Box</i> | | | | |
| Residential Status : | Resident <input type="checkbox"/> | Non Resident <input type="checkbox"/> | Person of Indian Origin <input type="checkbox"/> | Foreign National <input type="checkbox"/> |
| Marital Status : | Married <input type="checkbox"/> | Unmarried <input type="checkbox"/> | No. of Children <input type="text"/> | |

Professional Details:

a. Industry : IT IT-ES/BPO/KPO Manufacturing Financial Services Telecom Retail
 Hospitality Services Medical/Pharmaceutical Media/Entertainment Travel/Transport
 Others, Please Specify.....

b. Annual Income:

15 Lakhs 15-20 Lakhs 20-30 Lakhs 30-50Lakhs 50 Lakhs &

| | |
|---------|--|
| Date : | <div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> Second /Co-Applicant Signature (Signature should be within the Box) </div> |
| Place : | |

*Sign of MNC to be provided separately
 All Cheque/Draft to be made in favour of "M/s M.L. Builders. Ltd."

DETAILS OF RESIDENTIAL FLAT :

| | | |
|-------------------------------|---------------------------------------|--|
| Flat No. <input type="text"/> | Tower Name <input type="text"/> | Floor <input type="text"/> |
| Type <input type="text"/> | Total Super Area <input type="text"/> | Sq. ft. <input type="text"/> Sq. Mtr. <input type="text"/> |

DETAILS OF PRICING:

(Amount in Rs.)

| A. Basic Price of the Residential Flat | | PRICE | |
|---|--------------------------|----------------------|----------------------|
| | Rs. | | Value |
| Basic Sale Price(BSP) | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Preferential Location Charges (PLC) | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| B. Additional Cost | | | |
| 1. Club | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 2. Car Parking | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 3. Power Back-up Installation Cost | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 4. EEC & PFEC | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 5. Basement Storage | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| 6. Other Cost | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| C. Govt. Levy | | | |
| EDC & IDC (As applicable) | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| D. Maintenance Security | | | |
| Interest Free Maintenance Security (IFMS) | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Total Amount (A+B+C+D) Amount in Figure | Rs. <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Amount in Words | | | |

Mode of Booking (Tick whichever is applicable): Normal Payment Plan Direct Booking Employee Referral

Plan Details (Tick whichever is applicable): a. Additional Discount b. TLP

Mode of Booking: a. Direct b. Dealer c. Employee Referral
 { Employee Name :
 Employee Code :

Dealer Information:

| | |
|---|--|
| Dealer Name : <input type="text"/> | Dealer Code : <input type="text"/> |
| Dealer Address : <input type="text"/> | |
| Dealer Contact No. : <input type="text"/> | Dealer Code Signature With Seal : <input type="text"/> |

DECLARATION

I/we do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/we shall be liable and responsible for cancellation of booked Unit by the Company, if the enclosed document/ information found to be forged or faked. 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, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/we undertake to inform the Company of any change in my/our address or in any other particular/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we have applied for the allotment of the aforesaid Residential Flat through my/our aforesaid dealer/broker and I/we shall be liable and responsible for any action/inaction of aforesaid dealer in respect of aforesaid Residential Flat, and shall not hold the Company responsible for the same. My/Our application for booking may be considered on specific undertaking that, whenever I/we surrender/transfer/assign the booking or allotment right of the aforesaid Residential Flat then I/we shall provide NOC from my/our aforesaid dealer.

Name of Applicant
 1. _____
 2. _____

Signature of Applicant
 1. _____
 2. _____

DEALER DECLARATION

I authorized signatory of M/s-----having ASD Code No. -----, do hereby declare that all the particulars filled by the Applicant(s) herein and documents/ID proof supplied by the aforesaid Applicant(s) are personally verified by me and found to be genuine. The signatures of the aforesaid Applicant(s) appended herein are subscribed in my presence. I shall be liable and responsible if the enclosed document/ information found to be forged or faked and resultant cancellation of booked Unit by the Company. I shall provide NOC in case of surrender/transfer/assignment allotment right by the aforesaid Applicant(s).

Address & Mobile No.

Signature of the Dealer with stamp

Signature Specimen

| Applicant Signature | |
|-------------------------------|--------------|
| Specimen One | Specimen Two |
| Co/Second Applicant Signature | |
| Specimen One | Specimen Two |

Checklist

- Application Form is completely filled with photographs and duly signed by the Applicant(s)
- Four Specimen Signatures have been made by the Applicant(s)
- Cheque for booking amount is in proper name and duly signed and dated
- Self attested copies of PAN card of all applicants are attached with the form
- Self attested copy of Passport for all foreign Nationals of Indian Origin is attached with the form
- Address Proof and other relevant documents are attached with the form

| |
|--|
| |
| |
| |
| |
| |
| |
| |

Remarks (if any):

Booking Concession (if any)

.....
Booked By

.....
Checked By

.....
Approved By

Terms and condition:-

1. I/ we have applied for an apartment in the residential Multi Unit housing project named as "Royal Castle" ("Said Project") to be developed and Constructed by Devshikhar Infratech LLP (herein after referred to as the Company) on land situated in Kh-427-15/200A, Sector-15, Indira Nagar, Lucknow
2. Notwithstanding anything contained here in this Application, I/we understand that my/ our Application will be considered as valid and proper only upon realization of the amount tendered along with this Application and submission of all relevant documents.
3. Before applying for allotment of Apartment, I/we have fully satisfied myself/our self 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 bye-laws/ guidelines of the Development Authority and/or any other Govt. Agencies and has further understood all limitations and obligations in respect thereof. I/we further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by Development Authority and/or any other Govt. Agencies in this regard to the Company.
4. The allotment of the Apartment is entirely at the discretion of the Company. The allotment of the said Apartment shall be provisional and shall be confirmed on the issuance of Letter of Allotment on the Company's standard format which has been read and understood by me/us.
5. I/we acknowledge that the Company, as and when by me/us, has provided all information & clarifications as required by me/us and that I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/we have relied solely on my/our judgment and investigation(s) for applying for allotment of the said Apartment.
6. I/we hereby agree and understand that the Apartment area provided herein & subsequently in Allotment Letter are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/we hereby give my our consent for change (decrease/increase) in the area of the said Apartment, change in its dimension, size, location, numbers, etc. The final super area, size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project.
7. I/we have examined the tentative plans, designs and specification of the Apartment and have agreed that the Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/location, including change in dimensions area or number etc. of the Apartment.
8. I/we have specifically agreed that if due to any change in the layout, the said Apartment cases to be preferentially located, the Company shall refund/adjust the amount of preferential location charges paid by me/us in the last installment as shown in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.

9. I/we agree that the amount paid with the application and in installments as the case may be, to the extent of 10% of sale consideration of the Apartment shall collectively constitute the earnest money.
10. (i) I/we understand and agree that timely payment of installment of the basic cost and allied/additional cost, Govt. levy etc. pertaining to the said Apartment is the essence of the terms of the booking/ allotment. If I/we fail/ default in making payment of due amount within stipulated time then the Company shall have rights mentioned herein below.
- (a) To keep in abeyance/ suspension of the booking or cancel the allotment of the said Apartment.
- (b) To forfeit/deduct the earnest money together with any brokerage, dealer commission and interest on installments due but unpaid and interest on delayed payments,
- (c) To re-allocate the provisional allotment of the said Apartment which included change in area and location of the said Apartment.
- (ii) If the company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Apartment is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).
- (iii) If the Company opts to exercise the rights mentioned in sub-clause(c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Apartment, then the price towards increase/decrease of re-allotted Apartment shall be dealt (paid/adjusted) in a manner detailed in clause no. 6 of this Application Form.
- (iv) Further, if any discount/concession, in whatsoever way, has given by the Company in the Basic Sale price/payment term to me/us in lieu of my/our consensus for timely payment of installments and other allied/additional cost, then I/we hereby agree to pay immediately. The Company in it's absolute discretion may condone the delay by charging penal interest @18% p.a. upto three month delay from the due date of payment and @24% p.a. thereafter on all outstanding dues from their respective due dates.
- (v) If in case the allottee(s) is desirous for the cancellation of his/her allotment for whatsoever may be the reasons, than the total amount paid by the applicant will be refunded after deducting 25% of the Basic Consideration Price (BSP) amount as penalty, [agreed by the applicant(s)].
11. I/we further agree that in case of payment plan with Down Payment option, if/we fail to pay the installments in the promised time frame, then the Down Payment Plan shall be automatically considered as interest free time/construction linked installment plan. In concurrence of the same the Company shall take the step detailed in sub-clause (iii) and (iv) of Clause 10 and shall have right to withdraw rebates or any other discounts provided in the payment plan with Down Payment Plan of the said Apartment. The payment Plans are annexed herewith as Annexure-A.
12. Assignment of allotment of the Apartment by the applicants shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided however, that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agree to abide by all the terms of allotment right in the said Apartment in favour of my/our Assignee(s).
13. All statutory charges, taxes, cess, service tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/we hereby understand the Service tax (if applicable shall be payable in accordance with his opted payment plan for payment of sale consideration of

the said Apartment. If I/we fail to disburse the installment along with applicable Service tax of the sale consideration of the said Apartment in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit Applicant shall be liable to pay the due installments along with due services tax along with interest as given in clause no.10(iv)

14. (A) That upon the completion of construction of the said flat excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession / Final Demand notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood and agreed by the Allottee/s that the final finishing will be subject to the full settlement of account and completion of all other procedural and documentary requirement envisaged herein.

(B) (1) The possession of the said flat will be given after execution of Transfer /Sales Deed, subject to force majeure Condition and payment of all the amount due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), LSMD, (defined hereinafter), MRMC (PDC of monthly recurring maintenance charges), stamp duty and other charges as applicable to the company.

(2) The Allottee/s has to make up-to-date of all dues within 30 days of written offer of possession of Final Demand Notice (FDN), Further, the Allottee/s has to take possession of the said Flat within 60 days of the written offer of possession or Final Demand notice (herein "Said Period") from the company failing which the said Flat will lie at the risk & cost of the Allottee/s. In other words, possession of the said Flat shall become due on the date of expiry of the Said Period (herein "Possession Due date"). The Allottee/s understands & agrees that the LSMD, MRMC (defined hereinafter), Holding/Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the possession Due Date or the actual date of possession which ever is earlier.

(3) The Allottee/s understand & agree that in the event of his/her failure to take over the possession of the said Flat beyond 6 (Six) months from the Possession Due Date, then besides the levy of applicable Holding/chowkidari charges, LSMD, MRMC, other charges etc. The said Flat shall be handed over to Allottee/s on "as is where is " basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.

(C) The Allottee/s agrees and undertakes to sign the standard form of possession document/s, Maintenance agreement etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, LSMD, MRMC, stamp duty, and other charges etc. at the time of offer of possession/FDN.

(D) The construction of Said Flat is likely to be completed within the period as given in price list commencement of construction of the particular Block in which the Said Flat is located with a grace period of 6 (Six) months subject to the receipt of requisite building/revised building plans/ other approvals & permission from the concerned authority ; Force Majeure Condition; restrains or restrictions from any court/authorities; non-availability of building materials; disputes with contractors/work force etc and circumstances beyond the control of the Company & also subject to timely payment by the Allottee/s in accordance with the terms contained herein. No claim by way of damage/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

15. On completion of construction work of said Flat and / or offer of possession or Possession Due Date (defined hereinbefore) of said Flat, whichever is earlier:-

- (A) (i) On completion of the building /allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum maintenance Deposit (LSMD) for the maintenance and upkeep of infrastructure installation means cost of AMC & repairing of break downs. (ii) Maintenance of infrastructure installation shall be done with the interest earned on LSMD, if interest earned on LSMD falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the Company or Association as the case may be.
- (B) Allottees/occupants shall form Association within 12 months from the day of first possession. Initial office bearers shall be nominated by the company for the minimum tenure of one year, which shall be reckoned from the date of taking over the maintenance of the complex by the association.
- (C) It shall be incumbent on each Allottee to join the association formed of with the support of company for the purpose of management and maintenance of the complex at the time of possession of the flat and to abide by the rules of the association.
- (D) Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDC of MRMC (if any) within a period of 2 years from the date of first possession or minimum 40% possession are being handed over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the Allottees for smooth running & maintenance of the complex.
- (E) Common service and appurtenant land of the block only shall be transferred to the association. Space like unsold areas parking, storage space etc. shall not be handed over to the association and will be owned by the company or sold to any agency or individual as the case may be, on any terms as the Company deems fit.
- (F) In no case Company shall be liable to maintain the complex beyond the period of 24 months from the date of first possession.
- (i) The ownership of the Club, in the project shall remain with the company & same may be leased / transferred to any Person(s) for its maintenance and operation thereof ("Said Person (s)"). It shall be incumbent on all the Allottee/s to become the member of club and to pay one time membership fees as well as monthly subscription charges as may be determined by the company / said person(s) for smooth and proper running of club facilities irrespective of the fact, whether (i) Allottee/s is using the club or not (ii) Possession of this Said Flat has been taken over or not.
16. The Allottee/s upon offer of possession agrees to enter into maintenance agreement with the company owners or any other nominee/agency/association or other body as may be appointed/nominated by the company (hereinafter referred to as the Maintenance Agency) from time to time for maintenance and upkeep of the complex. However, failure on the part of the Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges etc.
17. The company/Maintenance Agency shall maintain the complex till the maintenance is handed over to the Allottee Association for a period as referred in Clause above from the date of completion of the block in which

Said flat is Located and/or Project, whichever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security net of default of maintenance Charges; other dues etc. Along with applicable interest and discontinue maintenance of the Block/project. If association fails to accept the said return of said security within 15 days of written intimation to such effect, then the net of default of said security shall lie with the Company without creating any liability to either provide maintenance or interest on the same.

8. The maintenance of said flat including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whatever is earlier.
9. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/construction with the existing ones in the project. The Allottee/s has agreed that he/she/they shall not make any objection or make any claim or default any payment by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities etc as above said.
0. The Allottee/s shall get exclusive possession and title of the said flat along with allotted proportionate undivided share in land on which Said Block/Project is constructed herein through Sale/ Transfer deed. The Allottee/s shall have no right, interest & title in the remaining part of the Project such as club, parking, etc except the right of usage of common passage/roads/common areas, as defined here in above, and carved out in the project as per sanctioned lay out plan.
1. The Allottee/s agrees and understands that he/she/they shall not have any right in any commercial premises, shops, community center etc, if any, constructed in the Project. The Company shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have right to interfere in the manner of booking/allotment or sale of such commercial premises, buildings, shops, community center etc. To any personal/s and also in their operation and management.
2. The Allottee/s agrees and understand to pay to the company all amount as may be intimated by the company towards City Development Charges (CDC), Bandha Charges, Malba Charges, water charges, water & sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by LDA / Nagar Nigam / Government Body etc.
3. The Future Purchasable /additional FAR allowed by the Approving authority /government to the company, the company shall have the right to construct the additional Units/flats on the said Land and in such a situation the Allottee shall have no right to restrict the company for the construction of the additional units/Flats on the such additional FAR.
4. I/We hereby agree that I/We shall pay the price of the said Apartment and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the project. The super Area of the said Apartment means the covered/built up area of the said Apartment including entire area—enclosed by its periphery walls including area under walls, columns, etc, and half of the area of common walls with other Apartments which form integral part of said Apartment and common areas shall mean all such parts/areas in the entire said project which I/we shall use by sharing with other occupants of the said Project including entrance lobby, Electrical shafts, fire shafts, plumbing shafts and service ledges on

- all floors, common corridors and passages, staircase, murties, services areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc., if provided
25. I/we have NRI /PIO status or if I/We am/are foreign national(s) then I/We shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory Authority/Company, the amount paid towards booking and further consideration will be returned by the company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. I/We agree that the company will not be liable.
 26. 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 institution to finance the said Apartment may be availed by me/us. However, availability of Loan/ approval of the Project by the Financial Institution is not pre requisite condition precedent of availability of the said Apartment and I/we hereby agree to pay the sale consideration of the aforesaid Apartment according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/bank refuse's to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of future installments/dues.
 27. In case, forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
 28. The Company shall endeavor to give possession of the Apartment to the applicant, subject to force majeure circumstance and reason beyond the control of the company with a reasonable extension of time for possession subject to making of timely payment of Installments to the company by me/us.
 29. I/we shall before taking possession of the Apartment, must clear all the dues towards the Apartment and have the Conveyance Deed for the said Apartment executed in my/our favour by the company after paying applicable stamp duty, registration fee and other legal charges/expenses.
 30. I/we shall use/ cause to be used the said Apartment for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment and forfeiture of the earnest money and other dues as stated hereinabove and the applicant will have to compensate the Company for all other losses resulting there from.
 31. I/we shall have no objection in case the Company creates 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 got vacated before handing over possession of the Apartment to me/us.
 32. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be my/our responsibility to inform the company through letter by Registered A.D. about all subsequent changes in my/our address and e-mail ID; all demand notices and letters posted at their Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address / e-mail ID not being previously registered with the Company.

33. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and conditions of the Allotment Letter shall supersede over the terms and conditions as set forth in this Application Form. However, I /we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter in this regard.
34. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him/her for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the named applicants.
35. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
36. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of Apartment) including interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof the time being in force. The arbitration proceeding shall be held at an appropriate location in Lucknow. Subject to Arbitration as referred above, the Court at Lucknow shall have jurisdiction in case of any dispute.

DECLARATION :

I/We declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave/ sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for whatsoever reasons, including but not limited by me/us as set in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien under this Application or against any apartment in relation to the said apartment, if any other person has signed this application form on my behalf / our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/Resolution etc.

.....

.....

Name of the Applicant(s)

Signature of the Applicant(s)