

APPLICATION FORM



Jhalwa, Allahabad

NATURE INSPIRED HOMES



A Project of "THE INNOVATORS GROUP"

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4. The allotment of the Apartment/Villa 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 demanded 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 plan 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/Villa (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 date except as specifically represented in this the Application and that I/we have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said apartments/Villa.
6. I/we hereby agree and understand that the Apartment/Villa area provided heron & 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 of change (decrease/increase) in the area of the said Apartment/Villa, change in ties dimension, size, location, number, etc. The final super area, size location, number, boundaries etc. shall be confirmed by the company on completion of development of the project. In case of increase in the area of the said Apartment/Villa, I/we shall pay initial 10% of increase in area at the rate of booking of the said Apartment and shall pay for balance increased area at the then prevailing company's rate/market rate. In case of decrease of the allotted area said Apartment/Villa, the amount received in excess over and above the total cost of the said Apartment/Villa based on the changed area, shall be refunded/adjusted (as may be) by the company to me/us without my/our protest and demur and without any interest thereon.
7. I/we have examined the tentative plans, designs and specifications of the Apartment/Villa 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 changes in position/location including change in dimensions, area or number etc. of the Apartment/Villa.
8. I/we have specifically agreed that if due to any change in the layout, the said Apartment/Villa ceases 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 changes in the layout/building plan, the said Apartment/Villa 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 hereby agree that in order to ensure /guarantee the fulfillment of all obligations including payment of total sale consideration of the said unit in timely manner as per payment plan opted by me/us as well as for all compliance of all terms and conditions as contained in this Application Form by me/us, the company shall treat 10% of total sale consideration of the units as earnest money for the said unit allotted to me /us.
10. I /we hereby understand and give our unequivocal consent as required under Uttar Pradesh Apartment (Promotion of Construction ,Ownership and Maintenance) Act, 2010 (Corresponding rules to the Act) to the company that incase the company is able to get additional FAR, the company shall have the sole right to utilized additional FAR in the manner it may deem fit including but not limited to by making addition to the building where the said unit is situated or making additional building in and around the land of the said building in said project and the company shall be entitled to get the electric, water, sanitary and drainage system of the additional construction there off connected with the already existing electric , water, sanitary and drainage system of the said building in the said project. I/We acknowledge that I/We have not made any payment towards the additional FAR and neither i/We nor our successor or assignee shall have any right to object any of such construction activities carried on the said building or on the said project.
11. It is clarified by the company and agreed by me/us that the basic selling price does not include the cost towards external electrification cost, firefighting equipment cost, club charges, cover car parking, electric meter, power backup, water connection, sewerage connection, lease rent, etc. (if applicable) and other administrative cost and expenses, which shall be payable by me/us in addition to the price of the said unit. I/We hereby agree that I/We shall pay the amount on demand, to the company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the unit or as the case may be.
12. (i) I/we understand and agree that timely payment of settlement of basic cost and allied/additional cost; government levy etc. pertaining to the said apartment/villa is the essence of the terms of the booking/ allotment. If I/we default in making payment of due amount within stipulated time then the company shall have right mentioned here in below:
 - (a) To keep all abeyance/suspension of the booking or cancel the allotment of the said apartment/Villa.
 - (b) To forfeit/ deduct earnest money together with any brokerage, Dealer commission and interest on installment due but unpaid and interest on delayed payments.
 - (c) To re allocate the provisional allotment of the said apartment/Villa which include change in area and location of the said Apartment/Villa.
- (ii) If the company opts. To exercise the right mentioned in sub clause (a) & (b) as above than the balance amount shall be refundable to me/us without any interest after the said apartment/ villa is allotted to some other intending allottee (s) and after compliance of certain formalities by the allottees.
- (iii) If the company opts to exercise the right mentioned in sub clause (c) as above and as a result thereof there are any changes in dimension, size etc, of the said apartment/villa then the price towards increase/decrease of re-allotted apartment/villa shall be dealt (Paid/adjusted) in a manner detailed in clause no. 6 of this application form.
- (iv) Further if any discounts / concession in whatsoever way, has been 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 authorize the company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The company in its absolute discretion may condone the delay by charging penal interest @ rate of 15% per annum for up to 3 month delay from the due date of payment and @ rate of 24% per annum thereafter on all outstanding dues from their respective due dates.
- (v) It is agreed that, if any discount/concession, in whatsoever way, has been 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, and in the event of delay in payment, I/we hereby authorize the company to withdraw such discount/concession and demand the payment of such discount/concession amount as a part of sale consideration amount, which I/we hereby agree to pay immediately. The company in its absolute discretion may condone the delay by charging penal compounding interest @ 2%per month on all outstanding dues from their respective dues from their respective due dates. The payment plan is annexed herewith as **ANNEXURE A & ANNEXURE B**.

- (vi) I/we hereby confirm that I/we am/are aware of the applicability of govt. levies, all taxes value Added Tax (VAT) and surcharges levied on the said Unit under consideration, I/we hereby agree to pay to the company, Govt. levies, Taxes, Value Added Tax (VAT) and its surcharge etc. as applicable with retrospective effect or in future in proportion to the super area of my/our Unit to the total super area of all units in the said project as determined by the company. In case of failure of such government levies, Taxes, VAT and charges as demanded by the company on or before the due date I/we hereby authorize the company to adjust IFMS against such default. Whenever due to such adjustment, the IFMS deposit fall short of the foresaid some, and then I/we hereby undertake to make good the resulted short fall within 15 days of demand by the company. Further in such government levies, Taxes, Vat and its surcharges etc are levied (including with retrospective effect, after the convenience deed has been executed then such taxes and charges shall be treated as unpaid sale price of the said unit and the company shall have the first charge/lien on the said unit for recovery of such charges from me/us.
13. I/we hereby agree that incase of cancellation of booking of the said unit, I/we shall submit, "No objection certificate" from the concerned dealer if any in this regard.
14. I/we agree to make all payments with in time in terms of schedule of payment as mentioned in Annexure-A and/or as may be demanded by the company from time to time without any reminders from the company through demand draft/cheques drawn upon schedule/ non schedule bank in favor of "THE INNOVATORS DIGITAL ADS PVT. LTD." Payable at Allahabad.
15. I/we further agree that incase I/we make any payment towards the said unit from any third party account, then I/we shall in sure that there would be no claim by such third party in the said unit against the payment made from third party account and I/we further agree that the company shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/we make any payment through any third party account than I/we hereby agree to submit a declaration sing by such third party to the company and upon receipt of such declaration from the third party and realization of payment the company shall proceed to issue receipt of such payment made by me/us from third party account.
16. I/we further agree that incase of payment plan with discount option, if I/we fail to pay the installment in the promise time frame than the discount payment plan shall be automatically consider as interest free time linked installment plan. In occurrence of the same the company shall take the step detailed in sub clause (ii) & (iv) of clause (10) and shall have right to withdraw rebates or any other discount provided in the payment plan with discount option of the said apartment/villa. The payment plan is annexed herewith as **ANNEXURE A & ANNEXURE B**.
17. All payment by the applicant shall be made to the company through demand draft/cheque drawn upon scheduled banks in favor "The Innovators Digital Ads Pvt. Ltd." Payable at par at Allahabad.
18. Assignment of allotment of the apartment/villa by the applicant 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 period however that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment. I/we hereby clearly agree and understand that the development period of said apartment/ Villa shall be reckoned with affect from the date of assignment of allotments right in the said apartment/villa in favor my/ our assignee (s).
19. All statutory charges taxes, cess, service tax other levies demanded or imposed the concerned authority shall be payable proportionally by me/us from the date of booking as per demand raised by the company notwithstanding anything contains contrary here in above I/we hereby understand that service tax (if applicable) shall be payable in accordance with his opted payment plan for payment of sale consideration of said apartment/ villa. If I/we fail to disburse the installment along with applicable service tax of the sale consideration of the said apartment/ Villa in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said unit and applicant shall be liable to pay the due installment along with due service tax along with interest as given in clause no. 10 (iv).
20. (A) That upon the completion of construction of the said flat/villa 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 & agreed by the Allottee/s that Final Finishing of the said Flat/villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- (B) (1) The possession of the said, Flat/villa will be given after execution of Transfer/Sale Deed, subject to B (1) Force majeure Condition and B (2) payment of all amounts due and payable by the Allottee/s up to the date of such possession including Lump sum Deposit for Maintenance, LSMD (defined hereinafter), MRMC (defined hereinafter) & stamp duty and other charges etc. to the Company.
- (2) The Allottee/s has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, The Allottee/s has to take possession of the said Flat/villa within 60 days of the written offer of possession of Final Demand Notice (herein "Said Period") from the company failing which the Said Flat/villa will be at the risk & cost of the Allottee/s. In other words, possession of the Said Flat/villa shall become due on the date of expiry of the Said Period (herein "Possession Due Date"). The Allottee/s understand & agrees that the LSMD, MRMC (defined hereinafter), Holding charges, 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, whether or not the Allottee/s takes possession of his/her/their Said Flat/Villa.
- (3) The Allottee/s understand & agrees that in the event of his/her/failure to take over the possession of the said Flat/villa beyond 6 (Six) months from the possession Due Date, then besides the levy of applicable Holding charges, chowkidari charges, LSMD, MRMC, other charges etc. the Said Flat/villa will be handed over to the Allottee/s on "as is where is" basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regards at any time (present or future) whatsoever.
- (C) The Allottee/s agrees and undertakes to sign the standard format of possession document/s, Maintenance agreement etc. as and when called upon to sign by the Company and shall abide by its terms and condition. The Allottee/s shall pay charges towards insurance, IFMS/ESC/ Social Infra & Road Cess, stamp duty, and other charges etc. at the time of offer of possession/FDN.
- (D) The construction of Said Flat/Villa is likely to be completed within the period as given in price list of commencement of construction of the particular Block/Row in which the Said Flat/villa is located with a grace period of 6 (Six) months subject to the receipt of requisite building/revised building plans/other approvals & permissions from the concerned authorities; Force majeure Condition; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors/work force etc. and circumstance beyond the control of the Company & also subject to timely payments by the Allottee/s on accordance with the terms herein contained. No claim by way of damages/ compensation shall lie against the Company n case of delay in handing over of possession on account of the aforesaid reasons.
21. On completion of construction work of said flat and/or offer of possession or possession date (defined hereinbefore) of said flat/villa, 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 IFMS 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 as LSMD, if interest earned on LSMD falls short to the actual expenses incurred, addition demand on pro-rata basis by the Company or Associations as the case may be.
- (B) (i) Apart of LSMD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running & maintenance of common service and spaces of the complex/Row housing like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement/repairing of minor defects, cost of sweeper, gardener, security personnel, maintenance of sewerage system or any other facility of common nature.
- (ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date or offer of possession whichever is earlier, irrespective of facts whether possession of the flat/villa has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of possession & in no circumstance allottees shall stop payment of these P.D. cheques.
- (iii) If incase actual pro-rata amount spent on MRMC exceeds to the amount collected through PDC, increased amount shall be billed on monthly basis either by the company/agency/ associated as the case may be.
- (iv) the allottee/s is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated/ demanded by the company/ maintenance agency, irrespective of the fact whether the allottee/ s is in occupation of the said flat or not, within a period of 7 (Seven) days of demand. In case delay of monthly/quarterly/yearly MRMC interest @18% p.a. shall be charged for the period of delay. The company/ maintenance agency reserves the right to collect MRMC in advance as per its policy.
- (C) Common service and appurtenant land of the block/row house only shall be transferred to the association. Spaces like unsold areas like parking, storage spaces 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.
- (D) In no case company shall maintain the complex more than 24 months from the date of possession.
- (E) (i) A recreation club shall be constructed and the allottee/residents of the complex, shall be patron member of the club, for the club membership the company shall charges a one time club membership fee from every allottee, the club membership fee charged by the company from the allottees shall be for life time membership in the said club. Apart of club membership fee, company shall charge subscription charges according to the monthly expenses incurred for the running of facilities provided within the club.
- (ii) The ownership of the club, swimming pool 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 allottees, to become the member fee as well as monthly subscription charges as may be demanded by the company/said person(s) for smooth and proper running of club facilities, irrespective of the fact whether (i) the allottee(s) is using the club or not; (ii) possession of the said flat has been taken over or not.
22. The allottee/s upon offer of possession agrees to enter into a maintenance agreement with the company or any association owners or any association owner or any other nominee/agency/association(s) or other body as may be appointed/nominated by the company (hereinafter referred to a the maintenance agency) from time to time for the maintenance and upkeep of the colony. 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.
23. The company/maintenance agency shall maintain the complex till the maintenance is handed over to the allottees association for a period as referred in clause above from the date of completion of the block/row in which said flat/villa is located and/or project, whichever is earlier and the company is not bound to maintain the block/row house 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 said security shall lie with the company without creating any liability to either provide maintenance or interest on the same.
24. The maintenance of said flat/villa 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, whichever is earlier.
25. The company has made clear to the allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc of additional development/construction with the existing ones in the project. The allottee/s has confirmed that he/she/they shall not make any objection or made any claim or default any payment as demanded 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/facilities etc. as above said.
26. The allottee/s shall get exclusive possession and title of the said flat/villa along with allotted proportionate undivided share in land on which said block/row of 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.
27. I/we agree that, the company reserves all right to assign all or any of its rights/obligation towards development and construction of the aforesaid project in favour of any Group Company or Associate Company or a subsidiary Company or a Special Purpose vehicle to be formed/formed or any other entity under joint venture /development agreement for the purpose of execution of the said Project. I/we further understand that, with effect from date of assignment, all the letters and correspondence exchanged with me/us including the money paid there under shall automatically stand transferred in the name of such new Company without any alterations in the original terms and conditions of allotment of said unit. In such event Allotment Letter /Buyers Agreement or other necessary documents will be executed by the Assignee Company with me/us. I/we shall continue to perform all their obligations towards such Assignee Company in accordance with terms and conditions mentioned hereof.
28. I / we hereby agree to pay to the Company , Interest Free Maintenance Security (IFMS) in order to secure adequatye provision of the maintenance services and for my/our due performance in paying promptly the maintenance charges /Bills, unpaid or future Government levies , charges by whatever name called as and when demanded by Company /Maintenance Agency and other charges as raised by the Company /Maintenance Agency from time to time .i /we hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company /Maintenance Agency from date of commencement of maintenance services by the Company /maintenance Agency in the said Project, whether the said unit is physically occupied by me/us or not. I /we further agree to make payment of monthly maintenance charges in respect of the said unit regularly on monthly basis as per bills raised by the Company /Maintenance Agency. In the event of my /our failure to make payment of monthly maintenance charges , unpaid or future Government levies, charges by whatever

- name called , the Company /Maintenance Agency shall deduct monthly maintenance Security till such period the Interest Free Maintenance Security are fully exhausted. After the exhaustion of Interest Free Maintenance Security, I/we hereby agree to replenish the shortfall in the IFMS within 15 days. Further in case of nonpayment of maintenance charges by me/us within the time specified , I/we shall be liable to pay maintenance charges along with interest @ 2% per month and nonpayment of maintenance charges shall also dis-entitle me/us to the enjoyment of common services including electricity , water etc.
29. In case at the time Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance IFMS after adjusting there from any outstanding maintenance bills and/or other outgoing of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit , and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the Interest Free Maintenance Security including but not limited to issue of repayment , refund and /or claims , if any , of the Buyer(s) on account of the same.
 30. The allottee/s agrees and understands that he/she/they shall not have any right in any commercial premises, shops, community centre /shopping arcade etc, if any constructed in the project. The company shall be free to dispose the same on such terms and condition, as it may deem fit buildings, shops, community centre etc. to any personal/s and also in their operation and management.
 31. The allottee/s agrees and understands that to pay to the company all amounts as may be intimated by the company towards city development charges (CDC), Bandha charges, malba charges, water charges, water & sewer connection charges, EDC, Social Infra & Road Cess, Administrative Expenses or any other charges levied by ADA/Nagar Nilgarn/Government Body etc.
 32. 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/Villa 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/Villa on the such additional FAR.
 33. I/we hereby agree that I/we shall pay the price of the said apartment/Villa 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 area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, etc. and half the area of common walls with other apartment 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, staircases, munties, services areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc., if provided.
 34. I/We have NRI/PIO status or if we 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 payment/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 in any manner on such account.
 35. The company shall have the first lien and charge on the said Apartment/Villa for all its dues and other sums payable by the applicant to the company. Loans from financial institutions to finance the said Apartment/Villa may be availed by me/us. However, availability of loan/approval of the project by the financial institution is not the pre-requisite/condition precedent of the allotment of the said Apartment/Villa and I/We hereby agree to pay the sale considerations of the aforesaid Apartment/Villa according to opted payment plan, irrespective of availability of finance from any financial institution. Further if any particular institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further installments/dues.
 36. In case the company is forced to abandon the said project due to force majeure circumstances or for reason beyond its control, the company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
 37. The company shall endeavor to give possession of the Apartment/Villa to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the company with a reasonable of time extension of time for possession subject to making of timely payment of installments to the company by me/us.
 38. I/We shall before taking possession of the Apartment/Villa, must clear all the dues towards the Apartment/Villa and have the conveyance deed for the said Apartment/Villa executed in my/ our favor by the company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
 39. I/We shall use/ cause to be used the said Apartment/Villa for residential purpose only. This is a condition precedent and non- compliance thereof may invite cancellation of allotment and forfeiture of the earnest money and other dues as stated herein above and the applicant will have to compensate the company for all other losses resulting there from.
 40. I/We shall have no objection in case the company creates a charge on the object 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/Villa to me/us.
 41. 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, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by me/u at the time when those should ordinarily reach at such address and he 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.
 42. 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 condition 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 condition incorporated under this application form till the execution of the allotment letter in this regard.
 43. In case there are joint applicants, all communication shall be sent by the company to the applicants whose name appears first, at the address given by him 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 other named applicants.
 44. If any misrepresentation / concealment / suppression of material facts are found to be made by me /us , the allotment will be canceled as the earnest money as mentioned herein above shall be forfeited and the applicants shall be liable for such misrepresentation / concealment / suppression of material facts in all respects.
 45. All or any disputes arising out of or touching upon or in relation to the terms of this application form (subsequent allotment of apartments/villa) including the interpretation and validity of the terms thereof and the respective rights and obligation 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 and conciliation act, 1996 and/or any statutory amendments / modifications/ thereof for the time being enforced. The arbitration proceedings shall be held at and appropriate location in Allahabad. Subject to arbitration as referred above the courts at Allahabad shall have jurisdiction in case of any dispute.

46. I/We here by authorized the developer; the second party to nominate a resident welfare association and get its functions performed by the body or persons nominated as such till the formal association is formed and in place. The nominated body shall maintain the complex prior to or after the formal completion certificate is obtained and all the assets and liabilities of the association will be passed on to the elected body subsequently.

DECLARATION:

I/WE declared that the above terms and condition have been read /understood and the same are acceptable to me/us. I/we have sought detailed explanation and clarification from the company and the company has readily provided such explanation, documents and clarification and after giving careful consideration to all facts, terms and condition, I/We have signed this application form and paid the booking amount for allotment. I/we further undertake and assured the company that in the event of rejection of my/our application for allotment for what so ever reason including but not limited to non compliance of the terms by me/us as set out in the terms and condition 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 behalf of my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/Power of Attorney/ Resolution etc.

इस दस्तावेज़ में वर्णित सभी तथ्यों व शर्तों व आवंटनपत्र जो आवंटन के पश्चात प्राप्त होगा मुझे /हमें हिंदी में पढ़कर सुनाया व समझा दिया गया है , जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व ज़बरदस्ती के स्वीकार करते हुए मैंने / हमने इस दस्तावेज़ पर हस्ताक्षर /दस्तखत किये हैं।

Name of First Applicant

Name of Second Applicant

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