

Pal Infrastructure & Developers Private Limited
Application for Allotment by Sale of a Residential Independent Floor
At Pal City Park, Sector-95, Gurgaon, Haryana

Dear Sir/Madam,

I/We request that I/We may be allotted a Built up Residential Floor on Ground Floor with lawn, First Floor, Second Floor, or Third Floor with part terrace right without any right of constructing any permanent structure, tentatively admeasuring about _____ Sq. Ft. (_____ Sq. Mtrs) super built up area for _____ B/R unit at _____ under your Down Payment _____ Construction Linked Payment Plan _____ Scheme.

I/We have paid a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque as booking amount, the detail of which are mentioned in the Schedule attached hereto.

In the event of the company agreeing to allot a Built up Residential Floor as requested above, I/We agree to pay further installments of sale price and all other dues charges and taxes including fresh incidence of tax as stipulated in this application or which may be levied by the Government and the Standard Floor Buyer's Agreement and the Payment Plan as explicated to me/us by the Company and understood by me/us.

I/We have clearly understand that this application does constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of Floor notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the necessary documents /affidavit including Standard Floor Buyer's Agreement on the Company's Standards format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. I confirm and undertake that upon acceptance of my payment by the Company and allotment of the Floor, I shall be bound to purchase the same and will execute all the necessary documents/affidavits, including Standard Floor Buyer's Agreement within the stipulated time from the date of offer of allotment by the company, then this application shall be treated as cancelled only at the sole discretion of the company. I/We am/are making this application with the full knowledge that the company along with its associate are in the process of developing the project and shall make the allotment of floor in due course of time, subject to availability. I agree to the allotments of floor by lottery/draw of lots to be conducted by the company.

I/We agree to abide by the terms and condition of this application including those relating to payment of sale price and other charges, forfeiture of booking amounts up to the earnest money as laid down hereinafter and the execution of the necessary documents standard Floor Buyer's Agreement.

My/our particulars are given below for my/our reference and record.

(Starred points are mandatory; to be filled up by the applicant(s), half filled form shall be rejected)

SOLE OF FIRST APPLICANTS (S)

Mr/Mrs/Ms. _____
S/W/D/o _____
Nationality _____
Age _____ years Profession _____ Service _____



Residential Status:

Resident/NRI/PIO _____
Income Tax Permanent Account No. _____

Ward/Circle/Special range and place where assessed to income tax _____

Mailing Address: _____

_____ Pin _____

Tel No. _____ Fax No _____

Office Name & Address: _____

_____ Pin _____

Tel No. _____ Fax No _____

Date

Signature

SOLE OF SECOND APPLICANTS (S)

Mr/Mrs/Ms. _____

S/W/D/o _____

Nationality _____

Age _____ years Profession _____ Service _____

Residential Status:

Resident/NRI/PIO

Income Tax Permanent Account No. _____

Ward/Circle/Special range and place where assessed to income tax _____

Mailing Address: _____

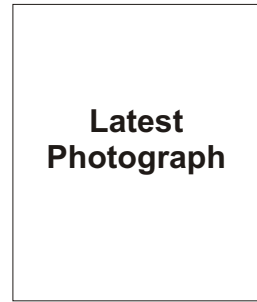
_____ Pin _____

Tel No. _____ Fax No _____

Office Name & Address: _____

_____ Pin _____

Tel No. _____ Fax No _____



SOLE OF THIRD APPLICANTS (S)

Mr/Mrs/Ms. _____

S/W/D/o _____

Nationality _____

Age _____ years Profession _____ Service _____

Residential Status:

Resident/NRI/PIO

Income Tax Permanent Account No. _____

Ward/Circle/Special range and place where assessed to income tax _____

Mailing Address: _____

_____ Pin _____

Tel No. _____ Fax No _____

Office Name & Address: _____

_____ Pin _____

Tel No. _____ Fax No _____



Date

Signature

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name _____ Signature _____ Date _____

1. ACCEPTED/REJECTED

Floor No. _____ Unit Type _____ B/R Block No. _____ Floor _____
Super built up area: _____ Sq.Ft. (approx.) _____ Sq. Mtrs (approx.).

2. Basic Sale Price (BSP)s Rs.

Preferential Location Charges, if applicable:

Rs. _____ lump-sum

Note: All the payments towards other statutory charges or fresh incidence of tax if any shall be payable by the applicant as and when demanded by the company or its designated maintenance agency for the said project.

3. Stamp duty and registration charges etc. shall be extra at actual and to be borne by the applicant(s).

4. PAYMENT PLAN : Down Payment _____ Construction Linked Plan _____

5. Payment received vide Cheque/DD/Pay order No. _____ Dated _____

6. Provisional booking receipt no. _____ Dated _____

7. Remarks : _____

Date

Place _____

Authorized Signatory

Checked by Stack on _____

Signature

Date

Signature

Price List

Unit Type	Floor	Built-Up Area (Sq. Ft.)	Lawn /Terrace (Sq. Ft.)	Total Usable Area (Sq.Ft.)	BSP in Rs./Lacs	PLC Rs. (Lacs)	Total Cost (Lacs)
3 BHK	3	1175	255	1430	19.90	NA	19.90
	2	1175	255	1430	19.90	2	21.90
	1	1175	255	1430	19.90	3	22.90
	G	1175	Front 330 Rear 915	2420	19.90	5	24.90

Unit Type	Floor	Built-Up Area (Sq. Ft.)	Lawn /Terrace (Sq. Ft.)	Total Usable Area (Sq.Ft.)	BSP in Rs./Lacs	PLC Rs. (Lacs)	Total Cost (Lacs)
4 BHK	3	1450	319	1769	21.90	NA	21.90
	2	1450	319	1769	21.90	2	23.90
	1	1450	319	1769	21.90	3	24.90
	G	1450	Front 348 Rear 966	2764	21.90	5	26.90

Payment Plan

(Construction Linked Payment Plan)

Booking Amount	10% of total cost
Within 30 days of Allotment	Complete 30% of total cost (Including booking amount)
Within 90 days of Allotment	10% of total cost + 20% of EDC + IDC*
At the Start of excavation	10% of total cost + 20% of EDC + IDC*
On casting of Ground Floor Slab	10% of total cost + 20% of EDC + IDC*
On casting of First Floor Slab	10% of total cost + 20% of EDC + IDC*
On casting of Second Floor Slab	10% of total cost + 20% of EDC + IDC*
On completion of Brickwork	10% of total cost + Other Charges
On completion of Flooring	5% of total cost
At the time of offer of possession	5% of total cost

Down Payment Plan (with 8% rebate)

Booking Amount	5 Lacs (3 BR) & 5 Lacs (4BR)
Within 24 days booking	Balance Payment + PLC & EDC + IDC
At the time of offer of possession	5 % of BSP + Other Charges

Disclaimer:

1. Built up area is equivalent to FAR area + balcony area.
2. Lawn and Terrace areas are approximate and subject to change
3. *EDC & IDC will be charged extra as applicable by HUDA.
4. Prices are subject to change at the sole discretion of the company without any prior notice.

Date

Signature

PROPOSED SPECIFICATION

WALL FINISH	FLOORING	KITCHEN	TOILETS	DOORS & WINDOW	ELECTRICAL
Living/Dining/Bed Rooms – Painted in pleasing shades of Oil Bound Distemper	Living/Dining – Porcelain Vitrified Tiles/Marble	Dado-Ceramic Tiles above working platform, rest Oil Bound Distemper.	Dado-Selected Ceramic Tiles	Door- Seasoned hardwood frames with painted board shutters	Conduit Copper electrical wiring for all right and power points
Stairs – Selected Kota Stone / Marble / Granite Cladding	Bed Rooms – Laminated Wooden Flooring / Marble / Vitrified Tiles	Platform – Granite Counter with single bowl stainless steel sink with drain board	Fitting – Granite / Marble Counter, white sanitary fixtures & contemporary style CP Fitting	Window – Aluminums/ UPVC	---
External Facade – Textured Paint Finish	Kitchen – Ceramic Tiles	--	--	--	--
--	Toilets – Ceramic Tiles	--	--	--	--
--	Balcony – Anti Skid Ceramic Tiles	--	--	--	--

* Architect and the developer reserve the right to alter the specifications and facilities for design improvement Specifications are tentative to change by Architects or the developer as per requirement

Date

Signature

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

'PAL CITY PARK' SECTOR-95, GURGAON (HARYANA)

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Standard Floor Buyer's Agreement which would be executed between the applicant(s) and the company.

1. That for all intents and purpose and the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender whenever applicable for interpreting.
2. The applicant(s) has applied for allotment of a Residential Floor with full knowledge of all the law/notification and rules applicable to this area in general and this project in particular which have been explained by the Company about the Standard Floor Buyer's Agreement and perused/understood by him/her.
3. The applicant(s) has satisfied himself/herself about the rights, interest and title of the company to sell and market the said floors and right and title of the company in the land on which the said floors are being developed and the license has been issued in favour of the company. The applicant has understood all limitations and obligation in respect thereof. The applicant(s) agree(s) that there will not be any further investigation or objections raised by him/her in this respect.
4. The applicant(s) shall execute the Standard Floor Buyer's Agreement with the company, within 15 days from the date of communication as and when issued by the company along with the affidavits, declaration and undertaking contained therein and compliance of the terms and conditions of the Standard Floor Buyer's Agreement. The applicant(s) shall execute the standard maintenance agreement with the company or its nominated maintenance agency, as the case may be, at the time of possession. The applicant(s) undertake to pay the required security deposit and the maintenance charge as may be applicable and decided at the relevant time.
5. The applicant(s) hereby agrees and undertake to execute the Maintenance Service Agreement ("Maintenance Agreement") in the standard format prescribed by the Maintenance Service Provider/Company, which is applicable to all the floor owners. Due execution of the Maintenance Agreement shall form a condition precedent to handing over the possession and/or conveyance of the said Floor. The Applicant(s) further undertake to pay Maintenance Charges as may be applicable by the Company/ Maintenance Service Provider from the date within 30 days of the offer of possession or actual possession, whichever is earlier, to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Service Provider from time to time. Refusal to execute the Maintenance Agreement by the applicant(s) shall also entitle the company to terminate the allotment and forfeit the earnest money.
6. The applicant(s) shall make all payments of the agreed sale price of the said Floor as per the payment plan on the super built up area along with the other charges as mentioned or stipulated therein, the applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the company to enable it to convey the said Floor in favour of the applicant(s). The applicant(s) shall make all the payment irrespective of any issues between the applicant(s) and the company with respect to any other matter contained in the agreement even otherwise. Any default in payment or non-payment shall be considered and deemed to be breach of the standard Floor Buyer's Agreement.
7. The applicant(s) shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location Floors etc.), Infrastructure Development Charges, VAT; maintenance Charges, IFMS & Security Deposits, FFC, Parking, Express Highway Entry Charges and all other charges as may be communicated from time to time. The applicant shall be further liable to pay any enhanced External Development Charges, Infrastructure Development Charges or any tax/charges including any fresh incidence of tax as may be levied by the Government of Haryana / Competent Authority/Central Government, even if it is retrospective in effect as and when demanded by the company on the super built up area of the floor.
8. The applicant(s) agrees and undertake to make payment of Preferential Location Charges (PLC) and any additional cost incurred by the company for allotment of Preferential/Superior located floor to the applicant(s), as may be prescribed and decided by the company.
9. The applicant(s) shall be liable to make the payments on super built up area of the Floor in respect of the following but not limited to; *interest free Maintenance Security Deposit (IFMS), monthly Maintenance Charges (MC) as and when demanded by the company and/or its designated Maintenance Provider.

The applicant(s) shall also be liable to make the payment, in respect of (a) Electrification Charges (including pro-rata cost of purchasing and installing transformers (b) cost of installing Sewerage Treatment Plant/Effluent Treatment Plant/ Pollution Control Devices(c) Firefighting Charges or any other facilities as may be required or specified by the Government or DTCP.
11. The company is in the process of developing the said project in accordance with the provision as applicable by the competent authority, which have been explained and understood by the applicant(s). However, if any changes in the layout plan and/or drawings are required by any statutory authority(s) of government or otherwise, the same may be affected, to which the applicant(s) has agreed and has given his/her consent. However, if as a result thereof, there be any changes in the location, preferential, number, boundaries or area of the Floor, the same shall be valid and binding on the applicant(s). Further, if there is any increase or decrease in the super built up area of the said floor, revised price shall proportionally be determined by the company on the basis of the basic sale price.

Date

Signature

12. That 25% of the total sale consideration shall constitute the "Earnest Money". Timely payment of each installment of the total sale consideration i.e. basic sale price, EDC, IDC, PLC, FFC, Parking, Express Highway Entry Charges and other charges as stated herein is the essence of this transaction/agreement. In case payment of any installment as may be specified is delayed, then the applicant(s) shall pay interest on the amount due @24% p.a. upto three months delay from the due date and 36% p.a., thereafter, compounded at the time of every succeeding installment or one month, whichever is earlier. However, if the applicant(s) fails to pay any of the installment with interest within the due date or time stipulated by the company, the company may at its sole discretion forfeit the booking amount paid by the applicant(s) up to the Earnest Money and other charges including late payment charges and interest deposited by the applicants(s) and in such an event the allotment/booking shall stand cancelled and applicant(s) shall be left with no right, lien or interest on the said booking of floor if allotted and the company shall have the right to sell the said floor to any other person. Further the company shall also be entitled to terminate/cancel this allotment/booking in the event of defaults of any terms and conditions of this application.
13. Subject to clause 32 herein or any other circumstances not anticipated and beyond the control of the company and any restraints/restrictions from any court/authority and subject to the applicant(s) having complied with all the terms and conditions of the present application form for allotment and the applicant(s) not being in default of payment including but not limited to timely payment of the total sale consideration and stamp duty and other charges and having complied with all provisions, formalities, documentation etc. including the standard floor's Buyer Agreement, the Company propose to handover the Possession of the floor to the applicant(s) with a period of 18 months from the date of execution of the Standard Floor's Buyer Agreement. The applicant(s) agrees and understands that the company shall be entitled to grace period of 180 (One Hundred and Eight) days, after the expiry of 18 months for applying and obtaining the occupation certificate to respect of the project from the concerned authority. The company shall give notice of possession to the applicants(s) with regard to the handing over the possession and the event the applicant fails to accept and take possession of the floor within 30 days of issuance of the notice, the applicant(s) shall be deemed to be the custodian of the floor from the date indicated in the notice of possession and the floor shall remain at the risk and cost of the applicant(s)
14. Subject to remittance and adherence, as stated herein as well as the Standard Floor's Buyer Agreement, if , the company fails to offer possession of the floor a period of 30 months from the date of issuance of the sanction letter of the project, it shall be liable to pay to the applicant(s) compensation calculated @ Rs. 10/- (Rupees Ten only) per sq. ft. for every month of delay thereafter until the actual date fixed by the company for handing over the possession which the both parties agrees is reasonable estimate to the damages that the applicant(s) may suffer and the applicant(s) agrees that it shall have no other rights or claim whatever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed. The applicant(s) further agrees and confirm that in the event of the company abandoning the construction and the development of the Floor, this applicant shall stand terminated and will be treated to have been terminated with mutual consent and subject to the applicant(s) not being in default of any of the terms of this application, the company shall refunded the actual amount paid the applicant(s) without any interest.
15. The applicant(s) has fully understood and agrees that in case the applicants(s) withdraws or surrenders his application for the allotment for any reason whatsoever at any point of time, then the company at its sole discretion may cancel/terminate the booking/allotment/application and shall forfeit the amounts paid/deposited up to the earnest money as stated hereinabove, and may refund the balance amount to the applicant(s), if applicable, without any interest and compensation whatsoever.
16. That any amount paid by the applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
17. That the endorsement / nomination of a residential floor wherein either the full payment has already been made or agreed schedule of payment of installments is over shall be allowed only through execution of conveyance deed/sale deed and the company will charge an administrative fee as may be decided by it for effecting changes/entries in its records.

In all other case wherein full payment of the floor has not been made/schedule of payment of installment is not yet over, endorsement charges shall be levied as decided by the company and the endorsement will be effected in the manner and as per procedures formulated in the regard by the company. It is specifically explained by the company. It is specifically explained by the company and has been understood by the applicant(s) that company shall not allow any endorsement nomination until and unless the applicant(s)/allottee(s) has deposited or paid at less 35% of total and price of the floor with the company.
18. That the applicant(s) has fully understood and undertake(s) that in case he has been allotted top floor of the building, he/she shall have mere right of usage only for the terrace. Applicant(s) undertake that, he/she shall not construct any structure whatsoever on the terrace or violate rules and regulations as may be applied to the building.
19. The applicant(s) shall take possession of the said floor after making the full payment and get the conveyance deed executed within 30 days from the date of the Notice of possession issued by the company subject to terms and conditions of the Floor Buyer's Agreement.
20. The applicant(s) shall not use the said floor or permit the same to be used for any purpose other than residential as sanctioned by the Director, Town & Country Planning, Haryana, Chandigarh, or shall not use the same in a manner which is likely to cause nuisance to neighboring residents or for any illegal or immoral purposes.
21. The applicant(s) shall get his/her complete address registered with the company and it shall be his/her responsibility to keep the company informed by registered A/D letter of the change failing which all demands will be deemed to have been received by the applicants(s) or served upon the applicant(s) at the time when those would ordinarily reach such address. In case of any change of address, the applicant(s) shall without fail get the address recorded in the books of the company. The receipt of any communication of the company at the new address of the applicant(s) would confirm that change of address has been duly recorded in the books of the company. The applicant(s) will be fully liable for any default in payment and/or other consequences that might accrue therefore. That it is hereby clarified that in case of joint purchasers, all communications, demand notices, termination/cancellation letter, refund, etc. shall be sent by the company to the applicant(s) whose name appears first and at the address and to receive its confirmation in writing given by him/her which shall for all purposes be considered as service on all the applicant(s) and no separate communication will be made or sent to the other named applicant(s).

Date

Signature

22. The provisional and/or final allotment of the floor is entirely on the discretion of the company and the company has a right to reject any provision and/or final allotment without assigning any reasons thereof.
23. That the allotment letter issued by the company allotting the floor in the said project shall be binding on the applicant(s) to purchase the same and the applicant(s) will have to execute all the necessary documents, affidavits, including standard floor Buyer's Agreement as stated herein. If, however, applicant(s) fail to execute the necessary documents/affidavits including Standard Floor Buyer's Agreement, within stipulated time and/or fifteen (15) days from the date of offer of allotment end/or from the date of communication by the company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the company and the Earnest Money shall stand forfeited and applicant(s) shall be left with no rights or interest or claims in respect of the said application/allotment, no compensation or interest or any charges shall be paid by the company to the applicant(s). It is specifically understood by the applicant(s) that upon execution, the terms and conditions as set out in the Floor Buyer's Agreement shall supercede the terms and conditions as set out in this application.
24. The applicant(s) agrees that the company shall have the right to raise finance/loan form any financial institution/bank by way of mortgage/charge/securitization of receivables of the said floor subject to the said floor being free from any encumbrances at the time of execution of sale deed. The company/financial institution/bank shall always have the first lien/charge on the said floor for all its dues and other sums payable by the applicants(s) or in respect of the loan granted for the purpose of the construction.
25. The applicant(s) shall indemnify and keep the company, its agent, representatives, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the applicant(s) as mentioned in the application and Floor Buyer's Agreement.
26. The applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sake, transfer of immovable property, etc. and provide the company with such permission, approvals which would enable the company to fulfill its obligations under this application. The applicant(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; the applicant(s) shall alone be liable for any action under FEMA. The applicant(s) shall keep the company fully indemnified and harmless in this regard. The company shall not be responsible towards any third party making payments, remittances on behalf of any applicant(s) and such third party shall not have any right in this application in any way and company shall issue the payment receipts in favour of the applicant(s) only.
27. The applicants(s) has specifically acknowledged to the company that the allotment of the Floor shall be subject to the strict compliance of bye laws, rules etc. that may be issued by the appropriate authority and framed by the company for occupation, use and transfer of the floor and such other conditions as per the applicable laws.
28. The applicant(s) understands that this application is purely on tentative basis and the company may at its sole discretion decide not to allot any or all the floors to anybody or altogether decide to put at always the project itself, for which the applicant(s) shall not have a right to raise any dispute or claim any right/title/interest on the acceptance of the application and receipt of the booking amount being received by the company with this application from the applicant(s). In such case, the applicant(s) shall be entitled to refund of the entire amounts without any interest.
29. The applicant(s) understands and confirm that the allotment of the floor make shall not be constructed as sale or transfer under any applicable law and the title to the floor hereby allotted shall be conveyed and transferred to the applicant(s) only upon his/her fully discharging all the obligations undertaken by the applicant(s) including payment of the entire sale consideration and other applicable charges/dues and only upon registration of the conveyance/sale deed in his favour.
30. That the basic sale value is escalation free but it is subject to revision/withdrawal, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc. or any other cost or any other charges etc.
31. That the applicant(s) understands and agrees that the EDC and other government charges have been calculated at the present value and any revision with retrospective effect will be payment by the applicant(s).
32. The applicant(s) agrees that in case the company is unable to deliver the said floor to the applicant(s) for his/her occupation and use due to (a) any legislation, order or rule or regulation made or issued by government or any other authority, (b) if any competent authority(ies) refuses, delay, withholds, denies the grant of necessary approvals for any reason whatsoever, (c) if any matters, issue relating to such approvals, permission, notice notifications by the competent authority(ies) become subject of any suit/writ before a competent court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the company or its officials, then the company may cancel the allotment of the said floor in which case the company shall only be liable a refund the amounts received from the applicant(s) without any interest or compensation whatsoever.

Date

Signature

33. The applicant(s) agrees that the company shall have the right to transfer ownership of the said project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/or any other arrangement as may be decided by the company without any intimation, written or otherwise to the applicant(s) and the applicant(s) shall not raise any objection in this regard.
34. The applicant(s) further agrees and gives his consent that in case at any point of time during the construction of the project or thereafter, but before grant of possession if FAR is increased for any reason including change of law or for any other reason whatsoever then the comply shall be allowed to utilize the same and may built further floors or may construct further floors in the said building subject to rules and regulation. In that eventuality the usage right of the terrace of the building will be shared in equal proportion by all the floor owners except the ground floor.
35. The company and/or its associate company reserve the right to alter any terms and conditions/clause of the application/agreement at its discretion as and when considered necessary.
36. The applicant should correctly mention his/her permanent account number (PAN) in the application form, if the same is not provided then the application may be summarily rejected. The application form should be signed by the person(s), or his/her registered power of attorney, who want(s) to get the floor under the launched project. Similarly, in the case of company applying for the floor(s), should sign through authorized personnel enclosing an authority letter/board resolution.
37. The company reserves the right to cancel the allotment of floor(s) in case allotment being through misrepresentation and suppression of material facts and company's decision in this regard shall be final.
38. All or any disputes arising out of touching upon or in relation to the terms of this application and/or Standard Floor Buyer's Agreement including the 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at an appropriate location in Gurgaon by a sole arbitrator appointed by the company. The applicant(s) hereby confirms that he/she shall have no objection to this appointment. The courts at Gurgaon alone shall have the jurisdiction in all matters arising out of/touching and/or Floor Buyer's Agreement regardless of the place of execution of this application which is deemed to be at Gurgaon.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understood that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Standard Floor Buyer's Agreement which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the company to sent us reminder/notices in respect of our obligations as set out in this application and/or Standard Floor Buyer's Agreement and I/We shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Standard Floor Buyer's Agreement. 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/We have now signed this application form and paid the monies thereto fully conscious of all liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture 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 Floor applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Note: All the payments towards other charges and statutory charges or fresh incidence of tax if any shall be payable by the applicant as and when demanded by the company or its designated maintenance agency for the said project.

Date

Place

SIGNATURE OF THE APPLICANT

Residential Independent Floor at Pal City Park, Sector-95, Gurgaon, Haryana.

Super Built up Area _____ Sq. Ft. (Sq. Mtrs. approx), Unit Type _____ B/R set (Allotment will take place by way lottery of lots).

Payment Plan : Down Payment Plan _____ Construction Linked Payment Plan _____

Note:

Payments must be made by A/c Payee Cheque(s) Demand Draft(s) in favour of _____, payable at Gurgaon only upon encashment of the Cheque, the application will be considered for scrutiny.

Sales Organizer's Name & Address

DECLARATION:

I/We that applicant(s) do hereby declare that my/our application for allotment of a Floor with the company is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from. I hereby confirm and undertake that I/We have read and understood the terms and conditions as mentioned hereinafter which has been duly signed by me/us and further undertake to abide by the same.

Date: _____ Yours faithfully

Place: _____ Signature of Applicant(s)