

# APPLICATION FORM

## Contents

- Application Form
- Details of the Applicant
- Terms & Conditions
- Payment Plan

## Guidelines for filling the Application Form

- Please ensure that the Application Form is completed with the relevant details in duplicate (The perforated sheets are for office use).
- All information to be legible
- Applicant(s) to sign on all pages of the Application Form and Terms and Conditions.
- In case of joint applicants, signatures of all the applicants are required.
- Cheque / DD in favour of "Jindal Realty Pvt. Ltd. JGC, KKR".

## Documents to be submitted along with the Application Form

- Photocopy of PAN Card / Form 60 duly filled
- One recent passport size photograph of the applicant/s.
- Proof of Residence
- In case of a company, copy of the Memorandum of Association and the Board Resolution.

In case the application form is found incomplete in any respect it may result in allotment being treated as invalid.

# JINDAL GLOBAL CITY, KURUKSHETRA

Form No. JGC KURUKSHETRA.....

To,  
**M/s. Jindal Realty (P) Limited**  
1104, 11<sup>th</sup> Floor,  
89, Nehru Place, New Delhi -110019,

Business Office:  
3<sup>rd</sup> Floor, M-11, Connaught Place,  
New Delhi-110001

## APPLICATION FOR ALLOTMENT OF A RESIDENTIAL PLOT / HOUSE / VILLA / INDEPENDENT FLOOR / DUPLEX / SHOP / OFFICE SPACE IN "JINDAL GLOBAL CITY" SITUATED AT SECTOR- 29, KURUKSHETRA, HARYANA, INDIA

Dear Sir,

I/We, hereby request you to kindly allot me/us a Residential Plot / House / Villa / Independent Floor / Duplex / Shop / Office Space (herein referred to as the "Unit") in your integrated township known as Jindal Global City, located at Sector-29, within the revenue estate of village Umri and Palwal, Tehsil & District Kurukshetra, Haryana being developed by the Owners (as defined hereinafter) through M/s Jindal Realty (P) Limited being the "Developer" (as defined hereinafter) under Cash Down Plan/Installment Plan/Construction Linked Plan for which I/We are enclosing herewith a Cheque/Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ Drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards the advance registration charges.

I/We have clearly understood that allotment of Residential Plot / House / Villa / Independent Floor / Duplex / Shop / Office Space on the basis of this application is at the sole discretion of the Developer and it does not confer upon me/us any right of allotment notwithstanding the acknowledgement receipt of the advance registration charges issued by the Developer.

I/ We have read and understood thoroughly the Price List, Payment Plans and Terms and Conditions annexed hereunder and in the event the Developer allot the Unit to me / us, I / We undertake the following:-

- i. To pay installments and other charges as per Payment Plan opted by me / us.
- ii. To abide by the terms and conditions of the allotment stated hereinafter and also undertake to sign and execute the requisite Buyer's Agreement and all such other subsequent documents, as and when required by the Developer on its standard format.
- iii. To inform the Developer any future changes related to the information and details furnished in the Application Form.

My / Our Particulars are given overleaf which are true and correct.

\_\_\_\_\_  
Signature of the First / Sole Applicant

\_\_\_\_\_  
Signature of the Second Applicant

Place:

Date :

Please Note:

- Cheque/ Demand Draft / Pay Order to be made in favour of "Jindal Realty Pvt. Ltd. JGC KKR" payable at Kurukshetra/New Delhi
- Outstation payment by DD Only
- Non encashment of cheque /DD shall warrant rejection of this Application.

## APPLICANT(S) DETAILS

(Compulsory to fill all the details along with a passport size photograph)  
 My / Our particulars are given below for your reference and record:-

Sole/First Applicant		(Photograph of applicant)
S/W/D of		
Mailing Address		

Phone		Mobile		Fax	
E-mail		Pan No.			

Ward/Circle/Place of Assessment	
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Status : Residential Indian	<input type="checkbox"/>	NRI	<input type="checkbox"/>	PIO	<input type="checkbox"/>	PASSPORT No.	
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Nationality		Profession	
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Designation		Company Name	
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Mailing Address	

Sole/Second Applicant		(Photograph of second applicant)
S/W/D of		
Mailing Address		

Phone		Mobile		Fax	
E-mail		Pan No.			

Ward/Circle/Place of Assessment	
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Status : Residential Indian	<input type="checkbox"/>	NRI	<input type="checkbox"/>	PIO	<input type="checkbox"/>	PASSPORT No.	
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Nationality		Profession	
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Designation		Company Name	
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Mailing Address	

## PROPERTY PRICE DETAILS

PROPERTY APPLIED FOR (STRIKE OFF WHICHEVER IS NOT APPLICABLE):

- (i) Residential Plot       (ii) House       (iii) Villa       (iv) Independent Floor   
 (v) Duplex       (vi) Shop / Office space       (iii) Any Other, please specify

UNIT DETAILS (STRIKE OFF WHICHEVER IS NOT APPLICABLE):

Unit No..... Block No.....  
 Type ..... Sale Area ..... Sq.yrd./Sq.Ft. (approx.)  
 Terrace Area (if applicable) ..... Sq.yrd./Sq.Ft. (approx.)

AMOUNT PAYABLE (STRIKE OFF WHICHEVER IS NOT APPLICABLE):

- |       |   |                   |
|-------|---|-------------------|
| i)    | Basic Sale Price                                      | Rs.....           |
| ii)   | EDC & IDC   | Rs.....           |
| iii)  | EEC/FFC/Electrical & Water Securities (if applicable) | Rs.....           |
| iv)   | Preferential Location Charges (if applicable)         | Rs.....           |
|       | a) Corner Unit  | Rs.....           |
|       | b) Park Facing  | Rs.....           |
|       | c) Facing 24 mts. Road                                | Rs.....           |
|       | d) Corner Unit Facing 24 mts. Road                    | Rs.....           |
|       | e) Corner Unit & Park Facing                          | Rs.....           |
| v)    | Parking Space Charges (Covered/Open)                  | Rs.....           |
| vi)   | Club Membership Charges                               | Rs.....           |
| vii)  | Interest Free Maintenance Security                    | Rs.....           |
| viii) | Registration & Stamp Duty Charges                     | Rs. As Applicable |
| ix)   | Power Back up Charges                                 | Rs.....           |
| x)    | Other charges, if any                                 | Rs.....           |
|       | <b>Total Payable</b>                                  | <b>Rs.....</b>    |

I/we, the above intending Applicant (s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed therefrom.

Note: Presently, levy of EDC /IDC is governed by the guidelines of relevant authorities. In case of any revision at a later date by the authorities, the same shall have to be paid by the Applicant.

- Payment Plan:**     **Cash Down Plan**     **Installment Plan**     **Construction Linked Plan**  
**Mode of Booking:**     **Direct**     **Broker**

Broker Details: .....  
 Company Executive: .....

Yours Sincerely,  
 Name and Signature of the Applicant(s)

Signature of the First / Sole Applicant

Signature of the Second Applicant

Place:

Date:

**GENERAL TERMS & CONDITIONS FOR BOOKING OF A RESIDENTIAL PLOT / HOUSE / VILLA / INDEPENDENT FLOOR / DUPLEX / SHOP / OFFICE SPACE (HEREINAFTER REFERRED TO AS “SAID UNIT”) IN “JINDAL GLOBAL CITY” SITUATED AT SECTOR- 29, WITHIN THE REVENUE VILLAGE OF UMRI AND PALWAL , TEHSIL & DISTT. KURUKSHETRA, HARYANA.**

The intending applicant (hereinafter referred to as 'Applicant') has applied for the allotment of a Unit in the Integrated Township known as Jindal Global City (JGC), Sector-29, Kurukshetra, Haryana (hereinafter referred to as "the Project") being developed by M/s Achiever's Real Estate Pvt. Ltd., having its office at 8/126 Ramesh Nagar, New Delhi-110015, M/s Ujjain Buildwell Pvt. Ltd., having its office at 108, Allied House, Inderlok, Old Rohtak Road, Delhi-110035, M/s Snow Cool Buildcon Pvt. Ltd., having its office at 108, Allied House, Old Rohtak Road, Inderlok, Delhi-110035, M/s Pamposh Builders Developers Pvt. Ltd., having its office at D-62, Fateh Nagar, Tilak Nagar, New Delhi-110018, M/s Snowview Buildcon Pvt. Ltd., having its office at 108, Allied House, Inderlok, Old Rohtak Road, Delhi-110035 and M/s Jagran Agent Pvt. Ltd. having its office at A-1/270, 1<sup>st</sup> Floor, Safdurjung Enclave, New Delhi (hereinafter jointly referred to as 'Owners') all companies incorporated under The Companies Act, 1956 through M/s Jindal Realty Private Limited. a company incorporated under The Companies Act, 1956, and having its registered office at 1104, 11<sup>th</sup> Floor, 89, Nehru Place, New Delhi-110019 (hereinafter referred to as the "DEVELOPER").

Whereas the Owners are the recorded owners and possess aggregate land admeasuring approximately 89.5 acres located at Sector-29, within the revenue estate of village Umri and Palwal Tehsil & District Kurukshetra, Haryana. (hereinafter referred to as the 'said Land') Whereas out of the said land the Owners have obtained necessary licenses bearing No. 288/2007 dated 29th December, 2007 for the aggregate land admeasuring approximately 88.787 acres from the Director, Town & Country Planning, Haryana, Chandigarh, for Development of the Project (hereinafter referred to as the said 'Project').

And whereas the application for the Allotment of a Unit made by an applicant will be governed by the following terms and conditions:

**1. TITLE**

The Owners are the recorded owners and are sufficiently entitled to the said land and have also obtained the necessary licenses from the DTCP, Haryana, Chandigarh for the development of the Project. All the Owners have, for the smooth implementation of the said project, duly authorized the Developer to develop and market the Units on their behalf.

The Applicant has understood that the Developer is the only legal attorney of Owners to develop, market and sell the units (Plot/Villa/House/Floor/Offices/Retail) in Jindal Global City Kurukshetra. The Applicant has perused the title deeds of the Owners, in respect of the said Land and fully satisfied himself/herself about the rights, interest & title of the Owners & the Developer and has also verified and perused the licenses as stated above.

The Developer states and the Applicant acknowledges and accepts that the Owners have furnished Bank Guarantee(s) to the Government and have also availed/may avail in future, financial facilities from Banks / institutions for the development of the said land by mortgaging the said Unit/Project in part or in whole and the Applicant shall accept the same without any objection, dispute or demur. The Owners assure and undertake that the Owners will clear all encumbrances on the said Unit on or before the execution of the Conveyance Deed in favour of the Applicant.

**2. ALLOTMENT**

The acceptance/rejection of the application for allotment of the Unit as well as the allotment shall be at the sole discretion of the Developer.

- i) After receipt of the application, complete in all respects along with the advance registration charges as stipulated herein, the Developer shall process the same and thereafter, at its sole discretion, allot Unit in favour of the Applicant.
- ii) Upon such allotment the advance registration charges shall be deemed as the booking amount paid for allotment as per the terms of payment.
- iii) The applicant shall have no right to revoke or withdraw its application, offer for allotment of the Unit once such allotment is made and confirmed by the Developer in favour of the Applicant unless otherwise agreed by the Developer. In case of revocation/withdrawal of the application/booking, the Developer shall be entitled to forfeit the Earnest Money.
- iv) The Applicant shall, within 30 days from the date of dispatch of the respective Buyer Agreement from the Developer or within such date as may be prescribed by the Developer, be required to sign/execute the Buyer's Agreement in the prescribed format of the Developer failing which the Developer shall have the right to cancel/revoke the allotment of the Unit and forfeit the Earnest Money

(being 15% of basic sale price) as stated in clause No.6. The non-execution of the Buyer's Agreement by the Applicant within the stipulated period, as mentioned above, shall constitute due notice of cancellation to the Developer.

- V) After the applicant has executed the Buyer's Agreement, but subsequently fails to comply with any of the terms & conditions of the Application Form and / or Buyer's Agreement or in case the applicant decides to cancel/surrender his allotment, the amount paid by the applicant shall be refunded to him after adjustment/forfeiture of the following charges:
- a. 15% of Basic Sale Price (Cancellation Charges).
  - b. Interest on delayed payment (If any).

### **3. SALE PRICE AND OTHER CHARGES**

In pursuance of the allotment of the Unit, the Applicant shall pay to the Developer the Basic Sale Price, External Development Charges (EDC), Infrastructure Development Charges (IDC), Preferential Location Charges (PLC) and other charges/ taxes as defined below:

- i. **Basic Sale Price:** The basic sale price of the Unit payable by the Applicant shall be as per the Price List annexed with the Application Form.
- ii. **External Development Charges (EDC) & Infrastructure Development Charges (IDC):**
  - a) The External Development Charges (EDC) & Infrastructure Development Charges (IDC) along with any interest thereon shall be charged from the Applicant at the interim prevailing rates as determined by the Director, Town & Country Planning (DTCP), Haryana, Chandigarh which is subject to revision and in case there is any increase in the rates of EDC/IDC the same shall be payable by the Applicant as and when demanded by the DTCP, Haryana without any delay or demur.
  - b) That the EDC/IDC excludes charges which may be demanded by the State/Central Government or other statutory authorities for providing the facilities/services including electricity, water etc. or other infrastructures for Jindal Global City, Kurukshetra or levy of proportionate development charges with regard to State/National Highways, transport, irrigation facilities etc., and in all such circumstances the charges (as levied by the Government or other statutory authorities) shall be recovered from the Applicant in proportion to the area of the Unit as per rates, terms and conditions determined and demanded by the Government or other statutory authorities. The amount of the aforesaid charges as apportioned by the Developer shall be final and binding on the Applicant.
- iii) **Preferential Location Charges (PLC):** the Developer shall charge Preferential Location Charges (PLC) for certain Units which are preferentially located and if the Applicant opts for booking of any such Unit, he/she shall be liable to pay such charges. If due to any change in the layout plan or otherwise the said Unit ceases to be preferentially located, the Developer shall, at the option of the Applicant, either refund the amount of PLC paid by the Applicant or adjust the same with installments to be paid by the Applicant without any interest or compensation. If due to any change in the lay-out plans, any non preferentially located Unit becomes preferentially located, then the Applicant undertakes to pay additional preferential location charges to the Developer calculated at the rate applicable for such preferential location(s) in the manner as stated in the Payment Plan or as demanded by the Developer. If for any reason whatsoever, the Developer is not in a position or unable to provide a particular preferential location to the Applicant who has booked the Unit only for a particular preferential location, then the Applicant will be at liberty either to continue with the available allotment or withdraw the allotment and seek refund of all the amount deposited by him/ her with the Developer subject to deduction of interest on account of delayed payments, if any.
- iv) **Other Charges and Outgoings:** The Applicant also undertakes to pay regularly on demand the maintenance charges and other charges in proportion to the area allotted to him. In the event of any increase in such charges whether prospective or retrospective even after the Sale Deed/ Conveyance Deed has been executed, these charges shall be treated as unpaid sale price of the Unit and the Developer shall have lien on the Unit of the Applicant for recovery of such charges.

### **4. INTEREST FREE MAINTENANCE SECURITY (IFMS)**

In order to maintain the common areas, roads, streets, green areas/landscaping, the security boundary wall/ secured gates/regulated entry to the township etc. the Developer shall appoint a Maintenance Agency, until the same is handed over to the Association of Unit Owners/Government/Local Body/Municipal Corporation in due course and in accordance with the applicable law. The Applicant shall also deposit with the Developer a sum calculated at the rate of Rs.100/- per square yard towards Interest Free Maintenance Security (IFMS) at the time of offer of possession of the Unit or rate as applicable on Units.

## **5. PAYMENT OF TAXES, CESS, GOVT CHARGES BY APPLICANT**

The Applicant shall pay all government charges, rates, tax or taxes including but not limited to Service Tax, Levies, Cess etc. whether levied now or in future and made effective from or after the date of the allotment in proportion to the area of the said Unit. In the event of any increase in such charges or in the event of levy / introduction of any other / fresh levy/charges by the Govt. payable whether prospective or retrospective even after the Conveyance/ Sale Deed has been executed, then these charges/levies shall be to the sole account of the Applicant and in case of failure be treated as unpaid sale price of the Unit and the Developer shall have lien on the Unit of the Applicant for recovery of such charges.

## **6. EARNEST MONEY**

A sum equivalent to 15 % of the Basic Sale Price of the said Unit shall be treated as Earnest Money which is liable to be forfeited by the Developer in case of cancellation of Booking by the Applicant for any reason whatsoever.

## **7. MODE OF PAYMENT**

The Applicant shall make all payments through A/c Payee local Cheque(s)/outstation Demand Draft(s) in favour of “**Jindal Realty Pvt Ltd. JGC, KKR**” payable at Kurukshetra or New Delhi. All payments made in this manner shall be subject to encashment. In case the Applicant defaults in the payment of any installment or any other charges, then the Developer is not under any obligation to send demand letter or other reminder for payment of installment and/or other charges due but not paid by the Applicant. However, if the Developer sends any demand letter for any outstanding amount, the same has to be paid within 30 days from the date of such demand. The Applicant shall also be liable to pay interest @ 18% per annum on the delayed payment of installment or other charges, which shall be without prejudice to the rights of the Developer to cancel the Unit for default in payment of installment and/or other charges. In case of dishonour of any cheque the Applicant shall be liable to pay administrative charges equivalent to 2.5% of the amount of such dishonored cheque which shall also be without prejudice to the right of the Developer to cancel the allotment of the Unit of the Applicant.

## **8. ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Developer shall have the right, at their own option, to adjust all payments made by the Applicant under any head(s) of outstanding dues, if any, of the Applicant and the Applicant undertakes not to object demand/ direct the Developer to adjust such payments in any particular manner whatsoever.

## **9. TIME IS ESSENCE**

The timely payment of each installment and other charges shall be essence of the allotment of the Unit and this transaction. It shall be incumbent upon the Applicant to comply with the terms of payment and perform the other terms and conditions as stipulated herein. In case the Applicant fails to do so, the same shall amount to breach of the terms of allotment of Units and the Developer may at its sole discretion cancel the allotment of Units and forfeit the Earnest Money. The timely and punctual payment of Installments is the essence of this transaction/contract. It shall be incumbent on the intending applicant(s) to comply with the terms of payment and other terms and conditions of the sale, failing which the intending applicant(s) shall have to pay interest @ 18% per annum of the delayed payments. Besides the interest the Developer reserves its right to forfeit the earnest money in the event of irregular/delayed payments/non-fulfillment of terms and condition of the Application Form / Buyer's Agreement and cancel the allotment.

## **10. AVAILING LOAN FACILITY BY THE APPLICANT**

In case the Applicant wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the said unit, the Developer shall co-operate with the Applicant during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the payment plan will rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per payment plan, shall be ensured by the Applicant, failing which, the Applicant shall be governed by the provision contained in clause 9 as above.

## **11. ALTERATION IN PLAN AND AREA**

The plan and area of the Unit as shown to the Applicant are tentative. The Developer may make such variations, additions, revisions, alteration and modifications of the plans which may involve all or any of the changes including but not limited to change in position, number, dimensions, area etc. as the case may be, at its sole discretion and/or as may be approved by the competent authority from time to time. If there is any increase or decrease in the area of the said Unit within the range of +/-10% of the original area, then the Applicant is obliged to accept the same and pay/ get refund of the amount of increased or decreased Basic Sale Price and other charges (on account of such increase and decrease of the area) at the rate at which the Unit was originally allotted. However, in the event the variation exceeds +/-10% of

the original area of the Unit then the Applicant shall have the option either to continue with the allotment of the Unit or withdraw from the allotment and seek refund of the entire amount paid till date without interest, claim, loss or compensation.

In case of deletion of the Unit due to change in plan or for any other reason, the Applicant shall have the option of (to be decided by the Developer) either allotment of another Unit or full refund of the Basic Sale Price and other charges paid till that date, without any interest, damage, loss etc.

## **12. POSSESSION OF THE SAID UNIT**

The possession of the said Unit shall be delivered by the Developer to the Applicant(s) within 12 months in case of Plots or 36 months in case of any other Units (Built-Up unit) with a grace period of 180 days from the date of booking. However, aforesaid period of possession with a grace period of 180 days for handing over the possession of the Unit shall be subject to obtaining the necessary approvals from the authorities including but not limited to NOC/clearance from the Ministry of Environment & Forest, other Departments.

The Developer upon completion of development works shall apply for the necessary statutory occupation certificate/ approvals from the concerned authorities and upon receipt of the said approvals shall offer possession of the said Unit in writing to the Applicant. Further the Developer shall hand over the possession of Unit to the Applicant subject to condition that the Applicant has already paid all the outstanding/due amount of installment, other charges including interest and deposits, if any and has complied with all the terms and conditions of allotment and is not in default under any of the terms of allotment and has complied with all provisions, formalities, documentation, etc as may be prescribed by the Developer in this regard.

Upon receiving offer of possession from the Developer, the Applicant shall, within 30 days of the offer letter, take possession of the said Unit. In case the Applicant fails to take possession of the said Unit, within this period of 30 days of offer of possession of the Unit, the Developer, at its sole discretion may cancel the allotment or condone the delay by charging holding charges @ Rs.25/- (Rupees Twenty Five Only) per sq. yard per month or @ Rs 4/- (Rupees four only) per square feet depending on type of unit for the entire period of such delay and if the Developer opt to condone such delay by charging holding charges as stipulated herein, it shall withhold the handing over of possession of the Unit till the entire holding charges along with an interest @18 % are fully paid by the Applicant.

Similarly, If the Developer is unable to deliver possession of the Unit to the Applicant within the stipulated period as mentioned above, the Developer shall be liable to pay @ Rs.25/- (Rupees Twenty Five Only) per sq. yard per month or @ Rs 4/- (Rupees four only) per square feet depending on type of unit towards compensation to the Applicant which shall be paid/adjusted at the time of offer of possession of the Unit. However, no such compensation shall be paid in case the delay is on account of non-receipt/delay in receipt of statutory/Government approvals or due to any reason beyond the control of the Developer. Under the circumstances, the Developer may also chooses, at its option, to refund the entire amount received till date from the said Applicant along with simple interest @ 10% p.a. calculated from the expiry of grace period of stipulated date of handing over possession till refund. Upon such refund the allotment shall stand cancelled and thereafter the said Applicant shall have no claim against the Developer and/or Unit in any manner whatsoever.

## **13. CONVEYANCE OF UNIT**

The Developer /Owners shall execute a conveyance/ sale deed to convey the title of the Unit in favour of Applicant subject to Applicant fulfilling all the terms and conditions of allotment/Application/Buyer's Agreement. The Applicant shall pay the stamp duty, registration fee/charges, incidental expenses for registration and all other dues as may be applicable and payable and as and when demanded by the Developer.

## **14. COMPLIANCE OF FEMA**

The Applicant, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws, including but not limited to that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc.

## **15. COMPLIANCE OF OTHER LAWS**

The Applicant shall comply with from time to time after he/ she has taken over possession of the Unit, the requirements, requisitions, demands and repairs which are required by any concerned Authority viz. DTP, Haryana Urban Development Authority, Director, Town & Country Planning, municipal authority or any other concerned authorities or any other law for the time being in force in respect of the construction over the Unit at his/ her own cost. The Applicant shall commence construction of a house on the Plot after obtaining all required approvals including, but not limited to building plans from the concerned authority as per the Govt. guidelines within the stipulated time period.

## **16. RIGHT OF THE COMPANY TO DEVELOP ADDITIONAL UNITS**

The Developer may, at its sole discretion, develop additional Unit (s) anywhere in Jindal Global City Kurukshetra as may be permitted by the competent authorities from time to time and such additional Unit(s), shall be the sole property of the Developer and the Developer shall be entitled to deal with the same as absolute owner thereof. The Applicant agrees that the Developer, at its cost, shall be entitled to connect the electricity, water, sanitary and drainage sources from the existing facilities for which the Applicant shall have no objection.

## **17. COMPANY'S CHARGE ON THE UNIT**

The Applicant agrees that the Developer shall have the first charge/lien on the said Unit for the recovery of all its dues payable by the Applicant. Further the Applicant agrees that in the event of his/ her failure to pay such dues, the Developer shall be entitled to enforce the charge/lien by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

## **18. FORCE MAJEURE**

In the event of occurrence of any unforeseen circumstances, including but not limited to, such as Act of God, fire, flood, earthquake, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, Court Case/ decree/ stay, statutory/government permissions or any other cause(s) (whether similar or dissimilar to the foregoing) which are beyond the control of the Developer. The Developer shall not be held responsible or liable for not performing any of their obligations or undertakings in a timely manner. "In case of occurrence of any of the circumstances, the Developer shall be entitled to reasonable extension of time for performing their part of obligations.

## **19. INDEMNIFICATION**

The Applicant hereby covenants with the Developer to pay from time to time and at all time the amounts which the Applicant is liable to pay as per Payment Plan and to observe and perform all the covenants and conditions of allotment and to keep the Developer and its employees, agents and representatives, estate and effects indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-observance or non-performance of the covenants and conditions stipulated herein.

## **20. ARBITRATION AND JURISDICTION**

All or any dispute arising out of or touching upon or in relation to the terms of this Application 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 a sole arbitrator to be appointed by the Developer. The arbitration proceedings shall be governed under the provisions of the Arbitration and conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The expenses of the Arbitration shall be shared by both the parties in equal proportion. The arbitration proceedings shall be held in English at New Delhi alone and binding upon all the parties. Delhi Courts alone shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

## **21. APPLICANT'S COVENANTS**

- i. That the Applicant(s) have fully read and understood the terms and conditions as mentioned herein and undertake to abide by the same.
- ii. The applicant(s) shall comply with all the legal requirements for the purchase/transfer of immovable property, as may be applicable, after execution of the Buyer Agreement and sign all applications, forms and any other document required for the said purpose.
- iii. The applicant(s) acknowledge that the Developer have readily provided all information/clarifications as required by him/her and he/she has not been improperly influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, amenities to be made available or any other data except as specifically represented in this Application and the Applicant(s) has/have relied solely on his/her own judgment in deciding to make the present application for purchase of the said Unit.
- iv. Any demand for payment by the Developer, if no dates have been mentioned, has to be complied by the Applicant within 30 days of receipt of the intimation of demand and the Applicant will be liable to pay simple interest @18% per annum, on the amount due but not paid by the Applicant which shall be in addition to the other consequence of the default.
- v. The Applicant(s) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations of the Colony, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the said unit. The Applicant(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said unit) in the Colony, as determined by the Developer or its nominated agency.

**22. OTHER MISCELLANEOUS TERMS AND CONDITIONS.**

- i. There shall be no alteration in the Payment Plan once the same has been opted by the Applicant, unless so agreed upon by the Developer in writing.
- ii. The Developer shall provide Fire Safety measures as per existing Fire Safety Code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Developer, any further Fire Safety means are required to be provided, Applicant(s) shall pay for the same, on pro-rata basis.
- iii. The Applicant (s) shall not be entitled to transfer the said unit and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the Developer and the Developer, in its sole discretion, allow or refuse the same on such terms and conditions as it may deem fit and proper.
- iv. Where there are joint applicants, all communications shall be sent only to the Applicant whose name appears first on the Application Form and the same shall be deemed to have been received by all the other/ joint applicants. No separate communications shall be sent to the other/joint applicants.
- v. The Applicant shall get his/her complete address registered with the Developer at the time of booking of the Unit. It shall be his/her responsibility to inform the Developer by Registered A.D. about all or any subsequent changes, failing which all communications/notices etc. sent at the first address as stated by the Applicant in the application shall be deemed to have been received by him/her.
- vi. It is specifically understood by the Applicant that upon execution of Buyer's Agreement, the terms & conditions as set out in this Application shall merge with that of respective Buyer's Agreement which shall be final and binding on the Developer and Applicant. However, till the execution of such Buyer's Agreement, the Applicant shall be bound by the terms and conditions of this Application.
- vii. For all intents and purposes and for the purposes of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
- viii. The headings/subheadings/titles/subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of these terms and conditions hereinabove, and shall be ignored in construing the same.

**23. DECLARATION**

I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the advance registration charges for allotment. I/We further undertake and assure the Developer that in the event of rejection of my/our Application for allotment either by way of forfeiture or refund of my/our money 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 under this Application or against any Unit in relation to the said Jindal Global City Kurukshetra.

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

Name and Signature of the Applicant(s)

Signature of the First / Sole Applicant

Signature of the Second Applicant

Date:

Place:

**Disclaimer:** While every reasonable care and precaution has been taken in preparing this application form, the Developer, reserves the right to add/delete, changes/modify any of the Terms & Conditions, specifications. facilities/amenities as may be required by the Developer statutory body/govt. regulations that does not form part of this application form.

## **SCHEDULE OF PAYMENT**