

STERNAL BUILDCON PVT. LTD. CIN: U70109DL2009PTC195052

CORPORATE OFFICE: GROUND FLOOR, TOWER A, SIGNATURE TOWERS, SOUTH CITY 1, GURUGRAM, HARYANA -122001
WWW.SIGNATUREGLOBAL.IN | RERA REG. NO.: 02 OF 2017 DATED 19.06.2017

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**RETAIL THERAPY
WITH THE SERENITY
OF NATURE**

RETAIL HUB AT SECTOR-36, SOHNA

APPLICATION FORM



SIGNUM -36

APPLICATION FOR RESERVATION OF A SHOP IN PROPOSED SIGNUM-36,
AT VILLAGE – DHUNELA, SECTOR 36, SOHNA

To,

M/s Sternal Buildcon Private Limited
Corporate Office: Signature Global,
Ground Floor, Tower –A, South City-1,
Gurugram, Haryana-122001

Dear Sir,

1. I/We request that I/we may be registered as the applicant(s) ("Applicant") for reservation of a shop ("Shop") in the proposed commercial complex, SIGNUM-36 ("Project") to be developed by M/s STERNAL BUILDCON PVT. LTD. ("Company") in revenue state of Village- Dhunela, Sector 36, Sohna. Licence No. 14/2016 dated 26-9-2016, Building plan approved on 9-1-2017 vide Memo No. ZP-1130/SD(BS)/2017/487.
2. I/We agree and accept to abide by all the terms and conditions entailed in this application form ("Application").
3. Notwithstanding anything contained herein, I/We acknowledge and understand that I/ We, by virtue of this Application, (i) am/are solely an Applicant for reserving the aforesaid Shop and (ii) have not been allotted, sold or otherwise transferred by the Company, the aforesaid Shop. Further, it is hereby clarified that by virtue of this Application, the Company has not allotted, sold or otherwise transferred the Shop notwithstanding the fact that Company may have issued an acknowledgement in receipt of the application money tendered with this Application and may encash the same.

Signature of Applicant(s)

Signature of Company

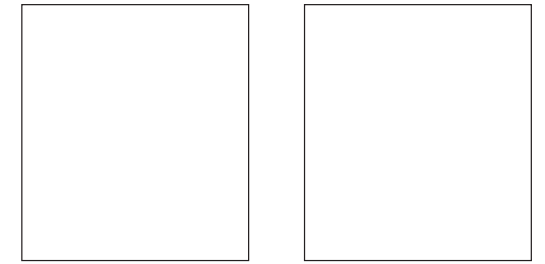
4. I/we agree to pay further installments of Total Price (as defined below) and all other charges as stipulated in this Application and/or the Agreement in the Payment Plan (as defined below) as explained to me/us by the Company and understood by me/us. I/We have understood and accept that the booking amount (i.e. 10% (Ten) of the Total Price) shall constitute as the earnest money. Any payment made without execution of the Agreement will not confirm allotment of the Shop in my/our favour.
5. I/ We hereby acknowledge that in the event the I/ We become an allottee, I/ We shall then have to sign and execute the allotment letter ("Allotment Letter") and the builder buyer's agreement/agreement to sell ("Agreement") as per the Company's standard format. I/We agree to abide by all the prescribed terms and conditions set forth in the said Allotment Letter and the Agreement and to comply with all the statutory requirements as applicable and adhere to all the applicable laws.
6. That the Applicant has applied for allotment of aforesaid Shop with the complete knowledge of the laws, notifications, rules and regulations applicable to the aforesaid Shop and has fully satisfied himself about the right and interest of the Company in the aforesaid Shop. Further, that the Applicant hereby undertakes that he shall abide by all laws, rules and regulations and terms and conditions of the competent authorities applicable to the aforesaid Shop.
7. I/We remit herewith a sum of Rs. _____ Rupees _____] Vide Bank Draft / Cheque No. _____ dated _____ drawn on _____ being booking money as an Applicant for allotment of Shop.
8. If any of the cheque submitted by the Applicant to the Company is dishonored for any reasons then the Company shall intimate the Applicant of the dishonor of the cheque and the Applicant would be required to tender a demand draft of the same amount to the Company within three (03) days from the date of dispatch of such intimation by the Company and the same shall be accepted subject to 'Dishonour Charges' of Rs. 1000/- (Rupees One Thousand) for each dishonour. In the event the said demand draft is not tendered within the stipulated time period mentioned herein, then the Application would be deemed cancelled in terms of the provisions as detailed below.

Signature of Applicant(s)

Signature of Company

9. Further, I/ We understand that the successful Applicant shall be required to make the payments in accordance with the payment schedule ("Payment Plan") annexed to Application.

10. In case of successful allotment of the aforesaid Shop by the Company, if the Applicant does not make payment to the Company in terms of the Payment Plan or where the successful Applicant proposes to withdraw or cancel the allotment, for no fault of the Company, the Company shall be entitled to -forfeit the booking amount paid for the allotment of the aforesaid Shop along with the interest at the rate equivalent to State Bank of India's highest marginal cost of lending rate plus 2% (two percent) or such other higher rate prescribed under the applicable law ("Delay Payment Charges"), for the period of delay and refund any balance amount to the Applicant within 90 (ninety) days of such cancellation.



11 DETAILS OF THE APPLICANT(S)

First Applicant Mr./Mrs./Ms/M/s. _____

S/o / W/o / D/o Mr./ Mrs _____

Date of Birth / Date of Incorporation. _____

Residential Address. _____

Profession. _____ Company / Firm Name. _____

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.

Nationality. _____

Office Contact No. _____

Mobile Contact No. _____ Alternate Mobile Contact No. _____

Residential Landline Telephone No. _____

Office Telephone No. _____ E-mail _____

Alternate E-mail Id. _____

PAN CARD No. _____ Marital Status _____

Sole/First Applicant

Co-Applicant(s)

Second Applicant Mr./Mrs./Ms/M/s. _____

S/o / W/o / D/o Mr./ Mrs _____

Date of Birth / Date of Incorporation. _____

Residential Address. _____

Profession. _____ Company / Firm Name. _____

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.

Nationality. _____

Signature of Applicant(s)

Signature of Company

Signature of Applicant(s)

Signature of Company

Office Contact No. _____
 Mobile Contact No. _____ Alternate Mobile Contact No. _____
 Residential Landline Telephone No. _____
 Office Telephone No. _____ E-mail _____
 Alternate E-mail Id. _____
 PAN CARD No. _____ Marital Status _____

12 DETAILS OF THE SHOP

(i) The total price for the aforesaid Shop based on the carpet area is _____ (Rupees _____ only) ("Total Price"):

Block/Building/Tower no. _____ Shop No. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total Price (in rupees)	

BREAKUP OF COST PERSQ. FT.	UNIT RATE	AMOUNT(RS)
(i) Basic sale price of shop	Rs. _____ per Sq.Ft.	Rs _____
(ii) Cost of exclusive balcony	Rs. _____ per Sq.Ft.	Rs _____
(iii) Preferential location charges	Rs. _____ per Sq.Ft.	Rs _____
(iv) Taxes	Rs. _____ per Sq.Ft.	Rs _____
(v) Maintenance charges	Rs. _____ per Sq.Ft.	Rs _____
(vi) EDC/IDC Charges	Rs. _____ per Sq.Ft.	Rs _____
(vii) Common area	Rs. _____ per Sq.Ft.	Rs _____
(viii) Parking charges if any	Rs. _____ per Sq.Ft.	Rs _____
TOTAL (A + B)		
Mode of Booking : <input type="checkbox"/> Direct <input type="checkbox"/> Dealer		
Dealer Name: Address: Contact No	Stamp	

(ii) The Total Price above includes the booking amount paid by the Applicant (successful allottee) to the Company towards the aforesaid Shop alongwith parking (if applicable).

(iii) The Total Price includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Company up to the date of handing over the possession of the Shop to the Applicant (successful allottee) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession. Provided that in case there is any change or modification in the rate of any applicable taxes/ fees/ charges/ levies etc., the subsequent amount payable by the Applicant (successful allottee) to the Company shall be increased or decreased based on such change or modification.

Provided further that GST is applicable on interest, late fees and penalty on delayed payment. Pursuant to foregoing, interest, late fees and penalty on delayed payment, along with GST applicable thereon will be computed as and when the Applicant (successful allottee) will make such payments to the Company on account of delayed payment. Provided further that if there is any increase in the rate of taxes / fees/ charges/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the Project by the competent authority, as per the Real Estate (Regulation and Development) Act ("Real Estate Act"), the same shall not be charged from the Applicant (successful allottee).

(iv) The Company shall periodically intimate in writing to the Applicant (successful allottee), the amount payable as stated in (i) above and the Applicant (successful allottee) shall make payment demanded by the Company within the time and in the manner specified therein. In addition, the Company shall provide to the Applicant (successful allottee) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(v) The Total Price of the aforesaid Shop along with parking (if applicable) includes recovery of price of land, development/ construction of not only of the aforesaid Shop but also the common areas, internal development charges, external development charges, infrastructure augmentation charges, taxes/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the aforesaid Shop, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per the applicable laws and includes cost for providing all other facilities, amenities and specifications to be provided within the aforesaid Shop alongwith parking (if applicable) in the Project.

Signature of Applicant(s)

Signature of Company

Signature of Applicant(s)

Signature of Company

(vi) The Total Price is escalation free, save and except increases which the Applicant (successful allottee) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges and taxes which may be levied or imposed by the competent authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee (successful Applicant) for increase in development charges, cost/charges/ fees/ levies etc. imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee (successful Applicant), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project for the aforesaid Shop as per registration with the Authority, which shall include the extension of the registration, if any, granted to the said Shop by the competent authority, as per applicable laws, the same shall be chargeable from the Applicant (successful allottee).

13. I/We do, hereby, declare that the above particulars given by me/us are true and correct and nothing has been concealed or suppressed. Any reservation against this Application is subject to the terms and conditions attached to this Application and that of the Allotment Letter / Agreement, the terms and conditions whereof shall ipso-facto to be applicable to my/our legal heirs and successors.

14. I/We undertake to inform the Company of any change in my/our address or in any other particulars/information, given above, in writing till the booked property is registered in my/our name(s) failing which the particulars available in the Application shall be deemed to be correct and all the letters or any kind of communication sent at the recorded address by the Company, shall be deemed to have been received by me/us and shall not be subject to any dispute of any nature. In case of any default in communication due to incorrect information the Applicant(s) shall be liable to borne all the cost and expenses.

Name of the 1st/ Sole Applicant(s)

Name of the 2nd Applicant(s)

Signature of the 1st Applicant

Signature of 2nd Co-Applicant(s)

Place: _____

Date: _____

Signature of Applicant(s)

Signature of Company

Note:

- (i) All cheques / drafts are to be made in favour of "STERNAL BUILDCON PVT. LTD." payable at New Delhi only.
- (ii) The Payment could also be remitted through RTGS/ NEFT and the relevant details of the company Bank account is as under:

Details of Company Bank Account
- (iii) All amounts received from sthe Applicant other than resident Indian shall be from NRE / NRO / Foreign Currency accounts only*.
- (iv) Application shall be considered to be incomplete if not accompanied by photographs of Applicant and other documents as required. (enclosed)
- (v) KYC compliance together with the photographs of Applicant would be mandatory.

FOR OFFICE USE

Total No. of Applicants. _____

Type of Bank Accounts (Saving / Current / NRE / NRO / Foreign Nationals) _____

Special Instructions:

1 _____

2 _____

3 _____

Booked by _____

Name of the Team Member _____

Sales Head Signature _____

Checked by _____

Approved by _____

Date of Booking _____

Signature of Applicant(s)

Signature of Company

ADDITIONAL TERMS AND CONDITIONS

15. The Applicant has applied for registration of allotment of the aforesaid Shop along with the parking (if applicable) in the Project proposed to be developed by the Company in compliance with all the applicable laws.
16. The Applicant is fully satisfied with the title of the Company in the aforesaid land, where the Project is proposed to be developed.
17. The Applicant has examined and is satisfied with the nature of rights, title and interest of the Company in the aforesaid complex, which is being developed/ constructed by the Company as per the prevalent bye-laws/ guidelines of the Director, Town & Country Planning (DTCP), Chandigarh, Haryana, and / or any other competent authority and in consonance with applicable laws. The Applicant further agrees and accepts to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by DTCP, Chandigarh, Haryana, and/or by any other competent authorities in this regard, to the Company.
18. The Applicant (successful allottee) agrees that apart from the basic sale price, the Company would also recover preferential location charges (PLC) for certain shop(s) in the Project that are preferentially located and if the Applicant(s) opts for the booking of any such shop(s), he/she/they shall also be liable to pay the said charges as an inclusive portion of the Total Price. The Applicant (successful allottee) hereby agrees and accepts to make timely payment of such demands as and when raised by the Company.

The Applicant shall inspect the site where the aforesaid Shop is proposed to be constructed. The Applicant shall not merely rely or be influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Company and shall make his personal judgment prior to booking the aforesaid Shop.

19. The Applicant(s) (successful allottee) shall before taking possession of aforesaid Shop, clear all the dues towards the aforesaid Shop and have the Conveyance/ Sale Deed for the aforesaid Shop executed in his favour by the Company after paying stamp duty, registration fee and other charges/expenses.

Signature of Applicant(s)

Signature of Company

20. The Applicant(s) (successful allottee) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations of the Project, more specifically described in the Maintenance Agreement. The Maintenance Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Shop. Further, the Applicant(s) (successful allottee) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Shop) in the Project, as determined by the Company or its nominated agency .
21. Upon receipt of the occupation certificate or part thereof of building blocks in respect of the Project, the Company shall issue a written notice offering the possession of the Shop ("Possession Notice"), to the Applicant (successful allottee) offering the possession of the Shop along with the parking (if applicable) to be taken within three months from the date of above approval in terms of the Agreement. Upon receiving the Possession Notice from the Company, the Applicant (successful allottee) shall take possession of the Shop from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Company shall give possession of the Shop to the Applicant (successful allottee). In case the Applicant (successful allottee) fails to take possession within the time provided in the Possession Notice, such Applicant (successful allottee) shall continue to be liable to pay maintenance charges and holding charges in terms of the Agreement.
22. The Applicant (successful allottee) shall use/cause to be used the aforesaid Shop for commercial purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the aforesaid Shop in terms of the Real Estate Act. Any such cancellation shall result in forfeiture of the booking amount and Delay Payment Charges as provided above in this Application.
23. The development of the Shop is subject to force-majeure events, which shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company's ability to perform its obligation under this Application and Agreement inter-alia including war, flood, drought, fire, cyclone, earthquake, or any other natural calamities affecting the development and construction of the Project or explosions or accidents, air crashes and shipwrecks, war and hostilities of war, riots or civil commotion and delay on account of non-availability of steel and/or cement and/or other building materials due to strikes of manufactures, suppliers, transporters or other

Signature of Applicant(s)

Signature of Company

intermediaries, water supply or electric power or slow down strike or lock outs, curfew, industrial/labor dispute or due to a dispute with the construction agency employed by the Company, non-grant of any approval from any competent authority or imposition of any adverse condition or obligation in any approvals from any competent authority, including delay in issuance of the occupancy certificate, completion certificate and/or any other approvals /certificate as may be required; the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any competent authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Application and Agreement; economic recession and any other such event or circumstance similar or analogous to the foregoing ("Force Majeure Events").

24. The Applicant (successful allottee) agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure Events and above mentioned conditions, then this allotment shall stand terminated and the Company shall refund to the Applicant (successful allottee), the entire amount received by the Company from the Applicant (successful allottee) within ninety days. The Company shall intimate the Applicant (successful allottee) about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant (successful allottee), the Applicant (successful allottee) agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities

25. Timely payment of installments of Total Price pertaining to the aforesaid Shop is the essence of the terms of the booking / allotment.

26. Events of Default:

(i) Subject to the Force Majeure Events, court orders, Government policy/ guidelines, decisions, the Company shall be considered under a condition of default, in the following events:

(a) The Company fails to provide ready to move in possession of the Shop to the Applicant(s) (successful allottee) within the time period specified above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Shop shall be in a habitable condition which is

complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by the competent authority;

(b) Discontinuance of the Company's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the rules or regulations made there under.

(ii) In case of default by Company under the conditions listed above, Applicant(s) (successful allottee) is entitled to the following:

(a) Stop making further payments to Company as demanded by the Company. If the Applicant(s) (successful allottee) stops making payments, the Company shall correct the situation by completing the construction/ development milestones and only thereafter the Applicant(s) (successful allottee) be required to make the next payment without any interest for the period of such delay; or

(b) The Applicant(s) (successful allottee) shall have the option of terminating the allotment of Shop/Agreement in which case the Company shall be liable to refund the entire money paid by the Applicant(s) (successful allottee) under any head whatsoever towards the purchase of the Shop, along with interest equivalent to Delay Payment Charges, within ninety days of receiving the termination notice:

Provided that where an Applicant(s) (successful allottee) does not intend to withdraw from the Project or terminate the allotment of the Shop/Agreement, he shall be paid, by the Company, the Delay Payment Charges for every month of delay till the handing over of the possession of the Shop along with the parking (if applicable), which shall be paid by the Company to the Applicant(s) (successful allottee) within ninety days of it becoming due.

(iii) The Applicant(s) (successful allottee) shall be considered under a condition of default, in the following events:

(a) In case the Applicant (successful allottee) fails to make payments for two consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Applicant (successful allottee) shall be liable to pay interest equivalent to Delay Payment Charges to the Company on the unpaid amount;

Signature of Applicant(s)

Signature of Company

Signature of Applicant(s)

Signature of Company

- (b) Dishonor of any cheque(s), including post-dated cheques, given by the Applicant(s) (successful allottee) to the Company, for any reason whatsoever;
 - (c) Failure to execute the Agreement, conveyance deed, maintenance agreement and/or any other document required to be executed by the Company, within such the timelines as stipulated by the Company and in terms of the Agreement/Application;
 - (d) Applicant(s) (successful allottee) fails to take possession of the Shop, within the time provided herein above;
 - (e) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of the Agreement/Application;
 - (f) Any other breach of a provision under Agreement/Application by the Applicant(s) (successful allottee).
- (iv) In case of an event of default committed by an Applicant(s) (successful allottee) in terms of sub clause (iii) above, the Company will have the following options (exercisable individually or jointly, at the sole discretion of the Company):
- (a) The Applicant(s) (successful allottee) shall be liable to pay Delay Payment Charges for the period of delay.

Further, the Applicant(s) (successful allottee) understands, confirms and agrees that in case of delayed payment of any installment by the Allottee in terms of the Payment Plan, the payment so made by the Applicant(s) (successful allottee) shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.

- (b) In case of default by Applicant (successful allottee) under the condition listed above continues for a period beyond ninety days after notice from the Company in this regard, the Company may cancel the allotment of the Shop in favour of the Applicant (successful allottee) and refund the money paid to him by the Applicant (successful allottee) by forfeiting the booking amount paid for the allotment and the interest equivalent to Delay Payment Charges (payable by the Applicant (successful allottee) for breach of the Agreement and non-payment of any due payable to the Company). The balance amount of money paid by the Applicant (successful allottee) shall be returned by the Company to the

Signature of Applicant(s)

Signature of Company

Applicant (successful allottee) within ninety days of such cancellation. On such default, the Agreement and any liability of the Company arising out of the same shall thereupon, stand terminated. Provided that, the Company shall intimate the Applicant (successful allottee) about such termination at least thirty days prior to such termination.

- 27. In case the Applicant (successful allottee) does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Company, and subsequently, the Company chooses to cancel the allotment of the Shop, the Applicant (successful allottee) shall have no lien or claim on the Shop and the Company will be entitled to sell, convey or transfer the Shop to any party at its sole discretion. In such an event, the amount received from the Applicant (successful allottee), until the date of cancellation of the allotment of the Shop by the Company, shall be refunded to the Applicant (successful allottee) after deducting the booking amount, Delay Payment Charges on the amount due accruing in favour of the Company in terms of the Application/ Agreement.
- 28. The Company, on receipt of total price of Shop alongwith parking (if applicable), shall execute a conveyance deed in favour of Applicant (successful allottee) preferably within three months but not later than six months from possession. However, in case, the Applicant (successful allottee) fails to deposit the stamp duty and/ or registration charges to the sub registrar office and other ancillary charges within the period mentioned in the notice, the Applicant (successful allottee) authorizes the Company to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Applicant (successful allottee) to the Company.
- 29. The Applicant shall get his / her / their complete address registered with the Company at the time of booking and it shall be his / her / their responsibility to inform the Company in writing by registered AD letter for any change in their mailing or permanent address. If he fails to do so then failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him 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.
- 30. The Applicant undertakes to abide by all applicable laws including any bye laws, laws, rules and regulations including the Shops and Commercial Establishment Act 1958, the Real Estate Act .

Signature of Applicant(s)

Signature of Company

- 31. The Applicant may avail for loans from financial institutions to finance the aforesaid Shop. However, if a particular financing institution or bank refuses to extend financial assistance on any ground, the Applicant (successful allottee) shall not make such refusal an excuse for non-payment of further installments / dues. In case there is delay in processing the loan in favour of the Applicant (successful allottee) due to any reason what-so-ever and consequently the payments of installments are delayed by the Applicant (successful allottee) to the Company, the Applicant (successful allottee) agrees and accepts to make the payment of accrued interest to the Company, unconditionally.
- 32. The Applicant(s) (successful allottee) shall have no objection in case the Company creates a charge on the Project land prior to the execution of the Agreement. However, such charge, if created, shall be vacated before handing over possession of the aforesaid Shop to the Applicant (successful allottee).
- 33. In case of any discrepancy or an overlap between the terms in this Application, Allotment Letter and Agreement, the terms envisaged under the Agreement would prevail and such understanding is explicitly accepted by the Applicant.
- 34. The Company shall endeavor to give possession of the aforesaid Shop to the Applicant, as early as possible, in terms of the Agreement.
- 35. In case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant 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 Applicant(s).
- 36. If any misrepresentation / concealment / suppression of material facts is found by the Applicant(s), the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the Applicant shall be liable for such misrepresentation / concealment / suppression of material facts in all respect and as per all the applicable laws.
- 37. That the rights and obligations of the Applicant and the Company under or arising out of this Application shall be construed and enforced in accordance with the applicable laws of India.

Signature of Applicant(s)

Signature of Company

- 38. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application/ 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 the adjudicating officer appointed under the Real Estate Act.

Name of the 1st Sole Applicant(s)

Signature of 2nd Co-Applicant(s)

Signature of Applicant(s)

Signature of Company