

11. In case, if any dispute arises between the parties, then the same shall be referred to arbitration of a sole arbitrator, who shall be appointed by the company only. The place and venue of the arbitration shall be in Delhi only and the courts at Delhi alone shall have the jurisdiction to entertain any dispute.
12. The prices are subject to change without notice, before registration at the sole discretion of the company and the price prevailing at the time of registration shall be applicable.

My/our particulars are given below, which may be treated for all references, communication and records:

**First Applicant**

Name \_\_\_\_\_  
 S/o \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 PAN \_\_\_\_\_

**Second Applicant**

Name \_\_\_\_\_  
 S/o \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 PAN \_\_\_\_\_

Approx. details of unit required: -

- 1) Unit Measuring (approx.) \_\_\_\_\_ Sq. Feet Super Area
- 2) Preference (Subject to availability)
- 3) Payment Plan:-

Down Payment  Installments

I/We have understood the content of this application and agree to abide by all the terms and conditions stated therein.

**Declaration**

I/We, the applicant(s) do hereby declare that my/our request for provisional registration is irrevocable and that the above particulars/information given by me/us are true and correct and No information has been concealed there from. I/we undertake to the responsibility inform the company as and when any of the above particulars are changed.

All the conditions of M/s Pratham Buildcon Pvt.Ltd attached herewith are accepted by me / us

**Signature of the First applicant**

**Signature of Second applicant**

Signed at New Delhi

Date:

**Broker/agent/underwriter Code**

APPLICATION FORM

THE

# ALIEN COURT

at

TRONICA CITY  
Ghaziabad



www.caregroup.in

To,

**Pratham Buildcon Pvt. Ltd.**

C-4-D, 5 DDA Commercial Complex,  
Janak Puri, New Delhi - 110058

**Subject : Application for Registration of Flat in The Alien Court ,  
a Group Housing Project at C-3/1 in Tronica City, Ghaziabad, U.P**

Please Affix Passport Size Photograph	Please Affix Passport Size Photograph
First Applicant	Second Applicant

Dear Sir/s

I/we wish to apply for the provisional registration of a unit in your Group Housing Project at C-3/1 in Tronica City, Ghaziabad for which I/We am/are enclosing herewith a cheque / draft / pay order no. \_\_\_\_\_ dated \_\_\_\_\_ (Rupees \_\_\_\_\_) in favour of M/s Pratham Buildcon Pvt.Ltd., payable at New Delhi as advance for provisional registration, subject to the following terms and conditions :

1. That the said advance paid by me/us would be adjusted against the booking amount payable by me/us as and when company offer such booking for the unit to me/us.
2. In case the company is not in position to make an offer of booking for the unit within a period of 12 months from the date of my/our application for any reason whatsoever, I /We shall only be entitled to refund of the Advance money as paid herewith by me/us for Provisional Registration along with simple interest @10%p.a. from the date of payment of such advance money, after deducting commission/discount, if any, subject to my/our giving a 30 days notice for the same to the company.
3. That an acceptance of application of registration, the company will hold the draw a lot by lottery system and a provisional allocation of flat will be made by company in my/our favour at a rate, which the company shall decide at the time of allocation of flat. It is however agreed that the company shall allot me/us the residential unit at the tentative rate of .....per sq.ft.  
**In addition, I/We agree that :**
  - (a) Registration shall be converted into booking upon payment of balance of booking amount, if any, as calculated by the Company within 15 days from the date of issue of the demand letter. It is further agreed that I/We shall pay the instalments of basic cost and allied charges as stipulated/demanded by the company and/or as contained in the payment plan opted by me/us.
  - (b) PLC, IDC, EDC, CMRC, PARKING, MAINTENANCE CHARGES, EEC, FFC, payment of monthly maintenance and all other charges as determined by the company / any other authority shall be charged extra.
  - (c) Allotment of the unit shall thereafter be made in my/our favour upon further payment of instalments/allotment amount as calculated by the company from time to time. In case of failure of the payment by me/us, my/our provisional registration shall be treated as cancelled and I/We shall be left with no right, lien or interest therein, except the refund of actual amount paid by me/us, after deducting commission/discount and administration charges and 15% of total value of BSP of flat booked by me/us at the particular date of booking, against the liquidity damage.
  - (d) Allotment shall be subject to due execution of the Company's Agreement in its standard format of flat buyer agreement, maintenance agreement and / or any other document and unconditional acceptance by me/us of all terms and conditions stipulated there in.
  - (e) The performance by the Company of its obligation under these presents are contingent upon approvals to be granted by various statutory authorities/local bodies/departments, from time to time and subject to all applicable laws/notifications/conditions as imposed by these Authorities.

(f) The Area of flat being registered is Super area including covered Area / Build up area plus proportionate share of area under, common corridors, passages, staircases, mummies, projections, water tanks, lift rooms, Club, E.S.S, Generator room, Security room and maintenance office etc.

(g) In case the Company is forced to abandon the said Project for any reason and at any stage, the Company shall be liable to refund the amount paid by the applicant(s)/allottee(s) with interest @ 10% per annum as compensation within six months from the happening of such eventuality.

(h) The applicant(s)/allottee(s) shall, before taking possession of the Unit, must clear all the dues towards the Unit and shall pay registration fee/charges, stamp duty and any other charges/expenses to the company / the Competent Authority as applicable.

4. I understand that, the provisional registration does not in any manner guarantee the allotment of the unit to me. It is also understood that the company reserves all rights to cancel my provisional registration at any point of time, even without assigning any reason. In case of such cancellation, I/We would raise no claim of any nature monetary or otherwise except that the Advance money paid by me/us shall be refunded to me/us along with simple interest at the rate of 10% p.a after deduction commission/discount paid, if any.
5. Notwithstanding what is stated herein, the Applicant hereby specifically agrees and acknowledges that the timely payment of instalments and also the other charges including registration charges, maintenance charges etc., is the essence of the terms of the booking / allotment. The interest @ 18% shall be payable by the applicant / allottee(s) in case of failure to pay the instalments and other dues by due date. However, if payment is not received within 60 days from the due date, or in the event of breach of any terms and conditions of this allotment by the applicant(s) / allottee(s), the allotment will be cancelled at the discretion of the Company and the balance amount shall be refunded to the applicant(s) / allottee(s) without any interest after deducting 15% of total value of BSP of flat booked by me/us at the particular date of booking, against the liquidity damage, after said unit is allotted to some other intending allottee.
6. I also undertake that on allocation of flat by the company to me/us in draw of lot. I shall enter into a separate agreement and the terms and conditions mentioned in the allocation agreement. In case the company consider my/our name for allotment of flat in the project, this application form shall be treated as cancelled after I/we enter into a booking / allocation agreement and it is also understood that my/our relationship, rights, liabilities and duties, thereafter shall be governed by the said booking / allocating agreement only.
7. That I/We agree that in case there is any variation in the area of the flat available at the time of booking or allotment then in such case the payment for excess / shortfall in area shall be paid / refunded, as the case may be, proportionately at the same rate as agreed herein, however if such variation in area will be unacceptable to me/us then my/our provisional registration shall be treated as cancelled and I/We shall be left with no right, lien or interest herein except to claim of the actual amount paid by me/us after deducting commission / discount paid, if any.
8. Applicant(s)/Allottee(s), having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as let down in Foreign Exchange Management Act, 1999 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment / consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/Company, the amount paid towards booking and further considerations will be returned by the Company as per the rules without interest and the allotment cancelled forthwith. The Company will not be liable in any manner on such account.
9. I/We also agree that my provisional registration in " The Alien Court " group housing projects of the company shall be non-transferable and my rights by virtue of said provisional registration are also non-transferable and I/We will have to take prior written permission to transfer my/our provisional registration from the company and will have to pay the processing charges as decided by the company from time to time.
10. I understand that in case of joint applicants, all communications shall be sent by the company to the first applicant only, at the address given by him/her for mailing and which for all purposes be considered as served on all applicants and no separate communication shall be sent to the other applicants.