



WINNING REAL ESTATE TEAM

APPLICATION FORM



Life is a little more here...

APPLICATION FORM

DATE OF BOOKING.....

Dear Sir,

I/We request that my/our application may please be registered for the allotment of a residential apartment (hereinafter referred to as the "Apartment/Unit") in the project called "Nirala Hills" proposed to be developed by NIRALA INFRACITY (AJMER) PVT. LTD. (formerly known as AV Quetzal Infrastructure Pvt. Ltd.) (hereinafter referred to as the "BUILDER") situated at G-2, Pragati Nagar, Kotra, Ajmer. under

Construction linked plan Others

I/We remit herewith a sum of Rs. (Rupees) by Cash /Draft/Cheque no.
Dated..... Drawn on Bank payable at (All drafts and cheques to be made in favour of M/s NIRALA INFRACITY (AJMER) PVT. LTD. as registration amount for the allotment of the apartment/unit.

I/we have clearly understood that this application form does not constitute an Agreement to sell and I/We do not become entitled to the provisional and /or final allotment of an apartment/unit notwithstanding the fact that the Builder may have issued receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the Allotment letter on the Builder's standard format agreeing to abide by the terms and conditions as laid down therein that the allotment shall become final and binding upon the Builder.

I/We agree to sign and execute, as and when required, the ALLOTMENT LETTER containing the terms and conditions of Allotment of the apartment/unit and other related documents as prescribed, on the format provided by the Builder.

I/We also agree to abide by the General Terms and Conditions for registration of allotment of an apartment/unit in "NIRALA HILLS " as given herein below, which I/We have read and completely understood.

I/We understand that the expression "Allotment" wherever used in the general terms and conditions for registration of allotment, as, mentioned herein, shall always mean provisional allotment of the apartment/unit and the allotment shall remain provisional till such time as the Allotment Letter is unconditionally accepted by me/us and returned to the Builder.

My/our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.
S/W/D of.....
Nationality..... DOB.....
Profession/Service.....
Residential Status: Non-Resident Resident Foreign National of Indian Origin
PAN NO:.....
Ward/Circle /Special Range and place where assessed to Income Tax.....
Mailing Address.....
.....
Email..... Fax No.....
Phone No..... Mobile No.....
Permanent Address(with proof):.....
.....

2. SECOND APPLICANT

Mr./Mrs./Ms.
S/W/D of.....
Nationality..... DOB.....
Profession/Service.....
Residential Status: Non-Resident Resident Foreign National of Indian Origin
PAN NO:.....
Ward/Circle /Special Range and place where assessed to Income Tax.....
Mailing Address.....
Email..... Fax No.....
Phone No..... Mobile No.....
Permanent Address(with proof):.....
.....

3. DETAILS OF APARTMENT/UNIT TO BE PURCHASED

Unit no..... Floor..... Block..... Tower No. Type Super/Saleable Area..... sq.ft.
Rate per sq.ft. Basic Price..... Car Parking Open Covered
PLC IFMS Others
Total Unit Sale Price.....

4. PAYMENT PLAN OPTION:

Construction linked Plan Others

Payments to be made by A/c Payee cheque/demand draft in favour of "NIRALA INFRACITY (AJMER) PVT. LTD." and confirmation of the booked unit will be considered after completion of booking amount as per price list.

- (i) I/We are ready to pay IFMS & Electric Meter Charges as decided by Builder.
(ii) I/We are ready to pay service tax as applicable in terms of demand from the Builder.

5. Any other Remarks.....

6. DECLARATION

I/We the applicant(s) do hereby declare that my/our application for allotment of the apartment /unit by the Builder is irrevocable, unequivocally agree, affirm and undertake to abide by the terms and conditions of this application and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Place:.....

Your's Faithfully

Date:.....

Signature of Intending Allottee(s)

Booked by.....

Verified by.....

HOD.....

Director.....

Note:

- (1) In case, the cheque comprising the booking amount is dishonoured due to any reason, the Builder reserves the right to cancel the booking without giving any prior notice to the applicant(s).
(2) All amounts received from the intending allottee(s) other than resident Indian shall be from NRE/NRI/Foreign currency account only.

FOR OFFICE USE ONLY

- 1. Application Accepted/Rejected.....
2. Receiving Officer: Name:..... Signature..... Date.....
3. Registration for Allotment of Apartment/Unit no..... Floor..... Block..... Tower No..... Type.....
No. of Car Parking(s):..... Super/Saleable Area..... sq.ft. Total Unit Sale Price.....
4. Payment Plan: Construction linked Plan Others
5. Registration amount received vide R. No..... date..... Rs.....
Rupees. (..... only)
6. Mode of booking: Direct..... ref (if any).....
Sale's Organiser Name and Address, Contact no., Stamp with signature.....

7. CHECK LIST FOR RECEIVING OFFICER:-

- (a) Booking amount as Local Cheque/Draft
(b) Pan No. & Copy of Pan Card/Form 60 enclosed
(c) Memorandum of Association & Articles of Association (for bookings in the name of Company)
(d) Copy of Passport and A/c details. (For NRIs and PIOs to make payment through NRE/NRO/Foreign Currency A/C only)
(e) Photographs and Signatures of intending allottee(s):
(f) Remarks, if any.....

Signature of the applicant(s)

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT/UNIT IN NIRALA HILLS BY M/S NIRALA INFRA CITY (AJMER) PVT. LTD, PLOT NO. G-02, PRAGATI NAGAR, KOTRA, AJMER

Whereas lease hold land of the aforesaid Project has been allotted by UIT admeasuring area of 6532sq. meters on lease hold basis for development of Group Housing at Plot No. G-02, Pragati Nagar, Kotra, Ajmer. However, M/S NIRALA INFRA CITY (AJMER) PVT.LTD (formerly known as AV Quetzal Infrastructure Pvt. Ltd.) has purchased the said land vide its sale deed executed on 24.06.2011 duly registered in the record of Sub-Registrar book no-1, Jild Sankhya 246, page no11, serial no.2011005142, additional book no.1, Jild Sankhya 989 page no. 106 to 117 sale deed 2011005935 at Sub-Registrar Office Ajmer-2. Whereas as per Group Housing Norms, the land will be used for commercial, institutional and residential Open spaces/ Parks/Play grounds/Roads/Public purposes. Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment In Group Housing Plot mentioned herein above on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon: Whereas all terms & conditions of the lease deeds of the above Group Housing executed in favour of the Builder shall also be applicable to the intending allottee(s).

LAYOUT, BUILDING PLANS, APPROVALS, RULES AND REGULATIONS, TAXES & ALTERATIONS.

1. That as per the Layout Plan it is envisaged that the apartment on all Floors are sold as an independent Apartment with impartable and undivided share in the land area underneath the plot.
2. That it is envisaged where builder has agreed to sell the right of usage for the terrace, the intending allottee is obliged to adhere to layout plans as approved by the authorities. The intending allottee is permitted to "right of use" and is debarred from constructing anything on the terrace.
3. That however the Builder shall have the right to explore the terrace in case of any change in the F. A. R., carry out construction of further apartment/unit in the eventuality of such change in the F. A. R. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
4. That the builder reserves the right to explore the proposition to develop/sell terrace on such terms as deemed expedient and in conformity to UIT Ajmer, rules and regulations.
5. That the builder shall enter into supplementary agreement with the intending allottee who has agreed to purchase terrace rights.
6. That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartment on the said Project and also has right to allot different apartments in the said Complex.
7. That after the execution of the allotment letter the intending allottee(s) shall be treated/referred as Allottee(s).
8. That saving and excepting the particular Apartment allotted, the Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial use, parks, basements, parking spaces (excepting what has been allotted by an agreement to Allottee(s)) or to-tots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can lease out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/Builder(s)/institution(s) whosever for short term or long term.
9. The building plans of proposed Group Housing Plot is sanctioned by the UIT. The Complex will have apartment/unit of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and club etc.
10. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/UIT, any other Local Authority or Body having jurisdiction.
11. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the UIT as well as of the Government orders/ Notifications/UIT Policy issued from time to time.
12. That the drawings displayed in the brochure/Site Office/Registered Office of the Builder of Nirala Hills showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim from the intending Allottee(s).
13. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.
14. That the intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in $\pm 3\%$ in the Leasable/Saleable/Super area of the Apartment, there will be no extra charge/claim by the Builder/Intending Allottee(s). However, any major alteration/modification resulting in more than $\pm 3\%$ change in Leasable/Saleable/Super area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the Intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the Intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the Intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon. The intending Allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the Application/Allotment Letter.
15. That the Lease consideration is for the total area of the said apartment/unit, as mentioned herein above, property known as "Saleable/Leasable/Super Area" comprises the covered areas, areas under walls, full area of galleries and other projections whosever, together with proportionate interest in the common area and facilities such as areas under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage, mummy room etc. and including all right attached to the said Apartment/unit. However, it is admitted, acknowledged and so recorded between the parties that all other right excepting what have been mentioned above including basement right and to carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircases, lifts, terrace, roofs, spaces for commercial, parks, basements, parking spaces(excepting what has been allotted by an agreement to intending Allottee(s) or to-tots, space for public amenities, shopping centers or any other space will be the sole ownership of the builder who will have the authority to charge membership for such facilities and dispose of the other assets, whatsoever states above.
16. That any request for any change in construction of any type in the apartment from the Allottee(s) will not be entertained.
17. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment owner/association of the Apartment owners.
18. That the intending Allottee(s) shall abide by all laws, rules and regulations of the UIT/Local Bodies/Local State Govt. and of the proposed Body Corporate. Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex.
19. That the Carbon Credit Benefit if any arises, in the project can be redeemed by the Builder.
20. That both the parties have agreed that the cost development and construction of the said flat is escalation free, save and except increases, which the intending allottee(s) agree to pay due to increase in flat area, any increase in Service Tax, Trade Tax and any additional levies of rates, EDC, taxes, charges, compensation to farmers, Cess and Fees etc. as assessed and attributable to the Builder as a consequence of order from the Government/UIT/Statutory or other local authority(ies). If any provision of the existing and future laws, guidelines, directions etc., of any government or the competent authorities is made applicable/or changes in existing provision to the said flat/said complex subsequent to the booking requiring the builder to provide the pollution control devices, effluent treatment plant/water harvesting system or additional fire fighting equipments etc in the said complex, then the cost of such additional devices, equipment etc. shall also be borne and paid by the intending allottee(s) on pro-rata basis.

APPLICATION ACCEPTANCE, PAYMENTS, LOAN, DEFAULT, CANCELLATION

21. That the allotment of apartment is at the discretion of the Builder and the Builder has a right to reject any offer/application without assigning any reason. In the event the Builder decides to reject any offer/application for allotment of Apartment, the Builder shall not be obliged to give any reason for such rejection and any such decision of the Builder rejecting any offer/application for allotment of apartment shall be final and binding.
22. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the builder then 10% of the cost of Apartment will be forfeited and balance amount if any will be refunded without any interest, after the sale of particular unit completion of certain formalities.
23. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment/application.
24. That if any payment is delayed beyond the scheduled time frame it will entail interest @18% p.a. on the payment delayed. And if the same remains due for more than 45 days in that case allotment shall stand cancelled automatically without any prior notice or correspondence.
25. That in exceptional circumstances, the Builder may, in its sole discretion condone the delay in payment by charging interest @18% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, delay will accrue to any other defaulter Allottee(s).
26. That the instalments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Builder. In case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment/application by the intending Allottee(s), the allotment/offer/application will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.
27. That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the intending Allottee will be deemed as substitution for this purpose.
28. That if due to any reason the Builder is not in a position to allot the unit applied for, the Builder shall be under obligation to consider some other alternative unit with almost same specification, however option shall be given to choose out of the available option within the same project in the event of force majeure clause.
29. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment/unit in favour of intending Allottee(s) will be executed & registered by taking NOC from the institution funding the above unit, free from all encumbrances at the time of registration of the same

Signature of the Intending Allottee(s)

POSSESSION, MNTC CHARGES, OTHER CHARGES

30. That until a sale deed/registry is executed & registered, the Builder shall continue to be the owner of the Apartment/unit and also the construction thereon and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The builder shall have the first lien and charge on the Apartment for all its duties that may/become due and payable by the intending allottee to the builder. It is further clarified that the builder is not constructing any apartment as the contractor of the intending allottee, but on other hand the builder is constructing the complex as its own and the sale will be affected after the actual construction/finishing of the Apartment by the execution of sub lease deed.
31. That all the major common facilities will be completed only after completion of construction of towers. As such the intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession
32. That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
33. That the developer shall complete the development / construction of the Flat within 24 months from the date of execution of the Allotment/Project being Bankable, whichever is later and with an extended period of ± 6 months thereof. In case of delay in construction of the said Flat attributable to delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. Super/saleable/Leasable area per month for the period of delay to the intending Allottee, subject to regular and timely payments of all installments as due and payable by the intending Allottee.
34. That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
35. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment/unit has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by the company/ Builder. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the Intending Allottee(s). The Intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment/unit for the stamp duty.
36. That the intending Allottee(s) will be entitled to take physical possession of the said unit only after the entire amount payable under the Allotment are paid and the Sub-lease deed in respect of the said unit is executed and duly registered with the Registrar/Sub-Registrar concerned.
37. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the Allottee(s).
38. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned or a particular unit is omitted, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
39. That the contents of each Apartment/unit along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against fire, earthquake etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
40. That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Company/ Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
41. That the Builder will hand over the vacant physical possession of the booked flat to the intending allottee(s) with such specification, which is mentioned in the Allotment Letter. Specification displayed in sample flat (if constructed)/voucher/ advertisement shall not be considered for the same.
42. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) as decided by the builder, as demanded by the builder/nominated agency/RWA which will be Rs. 50/- Per sq.ft. on basis of leasable/ super/saleable area.
43. That the Interest Free Security Deposit given by the allottee(s) to the Builder or nominee of the Builder is refundable to the Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex after adjusting there from any outstanding bills and/or other outgoings of the Allottee(s) and thereupon the builder shall stand completely absolved/discharged of all its obligation and responsibilities concerning the maintenance and IFMS including but not limited to issue of repayment, refund/or claims, if any of the Allottee(s) on account of the same. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:
 - a. All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
 - b. Security gates with intercom, lift rooms at terrace without terrace right.

Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (excepting what has been allotted by an agreement to Allottee(s)) or space for public amenities, shopping centres or any other space will remain the property of the Builder.

44. That the intending allottee(s) has/have to pay monthly Maintenance Charges as decided by the Builder at the time of offer of possession to the Maintenance Body of the project as nominated by the Builder.
45. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
46. That the Intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Apartment or any other Apartment/unit.
47. That the intending Allottee(s) consents for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his/her/their negligence or willful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act and will be liable to repair or pay for damages.
48. That the rate for Electricity and Power back up and consumption charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the Builder, will be decided by the Builder at the time of offer of possession.
49. That Builder shall get single point electric connection for the complex from the concerned Authority and will be distributed through separate meters to the Allottee(s) through prepaid system. The Allottee(s) will get the electric connection for the capacity, as decided by the builder at the time of offer of possession.

OR

- That the intending allottee shall apply for electrical connection individually, if the authorities so decide then all procedure and process as applicable shall adhered by the intending allottees towards the unit purchased. The builder shall only assist to the extent of any document or documents as required by the authorities.
50. That the intending Allottee(s) can also avail power back-up facility and notify his/her/their requirement at the time of booking in application form. He/She/They will pay @ Rs. 20,000/- per KVA for power back up installation charges. The Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.
 51. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the Allottee(s). A separate Agreement for the allotment of the car parking will be executed between Builder and the Allottee(s) at the time of offer of possession. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.
 52. That the intending Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee party as the case may be. The Developer has full right to give club on lease/rent basis to Allottee or any other 3rd party/outsider for utilization.

GENERAL TERMS

53. That the intending Allottee(s) is aware that various apartments/units are being allotted to various persons. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may be likely to cause nuisance to Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
54. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
55. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his/her/their responsibility to inform the Builder by registered A/D letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those should primarily reach and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
56. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment/unit, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER'. The intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Rajasthan, India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Delhi and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
57. That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).
58. That the intending allottee(s) confirm that all payments made towards allotment of flat have accounted for in this letter of offer/application. Intending Allottee(s) further declare that he/she/they shall make all future payments on time through account payee cheque/DD/P.O. in favour of M/s Nirala Infraction (Ajmer) Pvt. Ltd. against his/her/their booked flat and will take the proper receipt for the same and in case the payment is made other than builder, intending allottee(s) will be solely responsible and liable for the said payment.

Signature of the Intending Allottee(s)

59. The intending Allottee shall not make any additions or alterations in the said flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The intending Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
60. THAT in case the intending allottee wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the flat, the developer shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the intending allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the intending allottee.
61. That the said Complex shall always be known as "NIRALA HILLS" and this name shall never be changed by the intending Allottee or anybody else.
62. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever intending Allottee is a joint stock Developer or any other body corporate or organization or an association.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Signature of the Intending Allottee(s)

SPECIFICATIONS

Structure

International Quality Interior & Exterior Design & High tech Construction with latest machinery and Equipments.

Earthquake resistant R.C.C Framed Structure designed as per Seismic Zone II

Apartments Features

Granite / Vitrified tiles / Marble Flooring

POP finish on walls and ceiling

Acrylic plastic paints on wall ceiling

Fully ventilated units with ample natural light

Wooden flooring in master Bedroom

4 side open Plot

Letter Boxes

Water

24 hrs water supply through own tube well

Rain water harvesting system

Fire Fighting System

Fire fighting systems as per building Bye laws

Toilets

Anti skid ceramic tiles on the floor

Designer ceramic tiles up to 7' height on walls

CP fittings & Sanitary ware of imported or equivalent

Wall mounted EWC & Counter Basins

Electrical

TV and telephone point in living area and bedroom

Branded Fire resistant electrical wire (ISI Marked)

Modular/Semi modular electrical switches

A.C / Cooler point in all bedrooms and drawing rooms

Imported Unbreakable Conduit Pipes

Kitchen

Granite platform

S. S. Sink & Accessories

2' dado tiles above platform area

Exhaust fan, geyser and water purifier points

Anti rust pipelines

Security & system

24 hrs high-tech security

EPABX / Intercom System

CCTV Camera (Parking Area / Common Area)

Doors & Windows

Aluminium / UPVC / Wooden outer doors & Windows

Internal doors - frames of marandi or equivalent wood

Internal door - flush doors of designer look

Good quality hardware fittings

General

Provision for power back up for all common areas and essential services

Reserved Car parking

Well designed entrance foyer and lobby area

2 lifts and 2 staircases for each tower

Long lasting weather resistant paint on exteriors

NIRALA INFRACITY (AJMER) PVT. LTD.

Site office: G-2 Pragati Nagar, Kotra Group Housing, Pushkar Road, Kotra, Ajmer-305001

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