

Before :- \_\_\_\_\_

We came to know that some model agreement to sell will be provided by the Authority constituted under RERA like being provided in some other states, same is under preparation in the state of Uttar Pradesh, as and when it will be provided will be adopted by us. We hereby given an undertaking to adopt the model agreement to sell and the directions with regard to the registration of tha' agreement.

We hereby enclosing the format of allotment letter (agreement to sell) which being prepared with best of our knowledge, the intending purchaser signs this document after going through and only after being agreed upon.

With Regards

**PROFORMA OF APPLICATION FORM, ALLOTMENT LETTER,  
AGREEMENT FOR SALE & CONVEYANCE DEED PROPOSED TO BE  
SIGNED WITH THE ALLOTTEES.**



**Customer Name :** .....

**Unit Number :** .....

**Block :** .....



## Application form for Booking of Apartment In Gaur Siddhartham

To,  
M/S Gaursons India Limited  
(A Company Registered under The Company Act, 1956)  
Corporate Office at GAUR BIZ PARK, Plot No.1,  
Abhay Khand-II, Indrapuram, Ghaziabad  
Pin Code- 201010

Apartment/Unit No. \_\_\_\_\_ Floor \_\_\_\_\_  
Block \_\_\_\_\_  
Use of Apartment: Residential

Dear Sir,

I/We request to Book above mentioned Apartment/Unit under \_\_\_\_\_ Payment Plan.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only) by Bank Draft/Cheque No./UTR No. \_\_\_\_\_  
dated \_\_\_\_\_ drawn on \_\_\_\_\_ as booking amount.

The applicant(s) have clearly understood that this application does not constitute an Agreement to Sell/Sub-Lease and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment/unit notwithstanding the fact that the Company has issued a receipt in acknowledgment of the money tendered with this application. It is only after the signing and execution of the Allotment Letter agreeing to abide by the terms and conditions lay down therein, that allotment shall become final and binding.

The Applicant(s) acknowledges that the Company has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. The applicant(s) have relied on own judgment and conducted inquiry before deciding to apply for purchase of the said Apartment/Unit. The applicant(s) has neither relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said project/said Apartment/Unit. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

The applicant(s) do agree to abide by all the terms and conditions as laid down herein and the execution of the Allotment Letter.

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

## 1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession/Service \_\_\_\_\_ Nationality \_\_\_\_\_

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of India Origin ☐

Income Tax Permanent Account No. \_\_\_\_\_

Permanent Address \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Telephone Nos. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_

Designation, Office Name & Address \_\_\_\_\_

Official Phone No. \_\_\_\_\_ Official E-mail ID \_\_\_\_\_

Signature of the First Applicant

Signature of Co-Applicant(s)



## 2. SECOND APPLICANT (Co-Applicant)

Mr./Mrs./Ms \_\_\_\_\_  
 S/W/D of \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Profession/Service \_\_\_\_\_ Nationality \_\_\_\_\_  
 Residential Status: Resident ☐ Non-Resident ☐ Foreign National of India Origin ☐  
 Income Tax Permanent Account No. \_\_\_\_\_  
 Permanent Address \_\_\_\_\_  
 Correspondence Address \_\_\_\_\_  
 Telephone Nos. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_  
 Designation, Office Name & Address \_\_\_\_\_  
 Official Phone No. \_\_\_\_\_ Official E-mail ID \_\_\_\_\_  
 Relation with first applicant \_\_\_\_\_

3. M/s \_\_\_\_\_, A partnership firm duly registered under the Indian Partnership Act, 1932, having its registered office at \_\_\_\_\_ through its partner authorized by along with firm resolution Shri/Smt \_\_\_\_\_ S/D/W/o Shri/Smt \_\_\_\_\_ (Copy of the resolution signed by all Partners required). PAN/TIN: \_\_\_\_\_ Registration No. \_\_\_\_\_  
 Telephone Nos. \_\_\_\_\_ Fax Nos. \_\_\_\_\_  
 Email ID \_\_\_\_\_  
 Or

4. M/s \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its corporate identification no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ through its duly authorized signatory Shri/Smt \_\_\_\_\_ S/D/W/o Shri/Smt \_\_\_\_\_ Authorized by Board resolution dated \_\_\_\_\_ (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN No. \_\_\_\_\_  
 Telephone Nos. \_\_\_\_\_ Fax Nos. \_\_\_\_\_  
 Email ID \_\_\_\_\_

## 5. DETAILS OF APARTMENT/UNIT

Apartment/Unit No. \_\_\_\_\_ on \_\_\_\_\_ Floor, Block \_\_\_\_\_  
 Type of Apartment/Unit \_\_\_\_\_  
 Use of Apartment/Unit Residential ☐  
 Carpet Area of the apartment/Unit \_\_\_\_\_ Sq. mtr./ \_\_\_\_\_ Sq. ft. (approx.)  
 (Total area of the apartment/Unit \_\_\_\_\_ Sq. mtr./ \_\_\_\_\_ Sq. ft. (approx.))

As per specification attached herewith as Annexure A:

ISQ.MTR. = 10.764 SQ.FT.

Signature of the First Applicant

Signature of Co-Applicant(s)



## 6. COST OF APARTMENT/UNIT

Rs. \_\_\_\_\_ (In words \_\_\_\_\_)

The said rates are exclusive of certain charges/taxes mentioned hereinafter.

Note : Payments to be made by A/c Payee Cheque(s), Demand Draft(s) in favor of "Company" payable at Delhi/Noida/Ghaziabad, A/c payee cheque should be of Delhi NCR or at par.

## 7. PAYMENT PLAN \_\_\_\_\_ (Payment Plan Enclosed Annexure G)

## 8. I/We require electrical connection for \_\_\_\_\_ KVA (Minimum 5 KVA)

## 9. I/We require power back-up of \_\_\_\_\_ KVA (Minimum 1 KVA) and I/We am/are ready to pay the per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel.

- All the terms & conditions of agreement for electricity & power back-up shall be also applicable and binding.
- The electrical installation / transformers / Gen. Sets / E.S.S. equipments and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be installed

## 10. Parking Type: \_\_\_\_\_

Other Details \_\_\_\_\_

## 11. Service Tax will be charged on

(a) Cost of Apartment/unit as applicable i.e Rs. \_\_\_\_\_ (Payable as per payment plan)

(b) Other charges as applicable i.e Rs. \_\_\_\_\_ (Payable as per payment plan)

## 12. Value Added Tax Rs. \_\_\_\_\_ (Payable as per payment plan)

## 13. Total Cost including taxes Rs. \_\_\_\_\_ (In words \_\_\_\_\_)

## 14. IFMS (Interest Free Maintenance Security) Rs. \_\_\_\_\_

(In words \_\_\_\_\_ Only)

## 15. Monthly Maintenance Charges of residential unit Rs. \_\_\_\_\_ along with service tax as applicable for the apartment/unit.

## 16. Estimated Date for the Possession of Apartment / Unit \_\_\_\_\_ + Grace Period of 6 months

## 17. In Case of Cancellation of Apartment/Unit, Refund to be made as details mentioned below

a) Name: \_\_\_\_\_

b) Bank Name &amp; Branch: \_\_\_\_\_

c) Account Number: \_\_\_\_\_

d) IFSC Code: \_\_\_\_\_

## 18. Any Other Remark \_\_\_\_\_

Signature of the First Applicant

Signature of Co-Applicant(s)



## 19. DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said apartment. I/We shall be considered as intending allottee(s) only.

DATE: \_\_\_\_\_

Yours faithfully

PLACE: \_\_\_\_\_

Signature of the first Applicant

Signature of Co-Applcant(s)

## FOR OFFICE USE ONLY

## RECEIVING OFFICER:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

1. Type of Apartment / Unit \_\_\_\_\_ Apartment / Unit No. \_\_\_\_\_ Floor \_\_\_\_\_

Use of Apartment :- ☐ Residential

2. Parking Type: \_\_\_\_\_

Other Details: \_\_\_\_\_

3. Cost of apartment/unit \_\_\_\_\_

Total price payable for the apartment/unit \_\_\_\_\_

4. PAYMENT PLAN: \_\_\_\_\_

5. Payment received vides Cheque /DD/Pay order No./RTGS UTR No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ For Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

6. Provisional Booking Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

7. BOOKING: DIRECT ( ) THROUGH SALES ORGANISER ( )

8. Sale Organizer's Name &amp; Address, Stamp with Signature: \_\_\_\_\_

9. Any Other Remarks: \_\_\_\_\_

## 10. Check List for Receiving Officer:

- (a) Booking Amount cheques/drafts
- (b) Customer's signature on all pages of the application form
- (c) Photographs of the applicant(s)
- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60
- (e) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (f) For partnership firms: photocopy of Firm Registration and partnership deed
- (g) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c
- (h) For NRI: Copy of Passport & Payment through NRE/NRO A/c
- (i) For Hindu Undivided Family (HUF): Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

Sales Organizer

Received by  
(Project Sales Head)

Checked by (Accounts)

President/V.P.(Sales)

Director

Signature

Signature

Signature

Signature

Signature



Layout of the apartment/unit and the project are attached herewith. (Annexed here with as Annexure D & E)

#### Interpretation of some indicative terms

**Applicant** - means persons, applying for allotment of the said apartment/unit, whose particulars are set out in this booking application form and who has appended his signature in acknowledgment of having agreed to the terms & conditions of this booking application form.

**Application (Booking Application)**:- A request for allotment of Apartment/Unit made by the Person(s)/Firm/Company on a booking application form of company. In case of more than one applicant the other will be considered as co-applicant. prior to execute the allotment letter they will be considered as Intending Allottee(s).

**Allotment Letter**:- Confirmation of booking of Apartment/unit by the Company, a format containing the terms and conditions of allotment duly executed between the Company and Intending Allottee(s).

**Allottee(s)** :- Those who have executed the allotment letter thereafter a particular Apartment/unit has been reserved for that particular Allottee(s) and those who have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case more than one allottee the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the Apartment/unit.

**Apartment Act**:- The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 & The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016.

#### Area

**Area of land**:- Total Area of land over which the project is going to be constructed.

**Carpet Area**:- means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**Common Area and Facilities**:- Means all facilities to be used by all the apartment/unit, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

**Independent Area**:- Means the Areas which have been declared but not included as common areas for joint use of Apartment/unit and may be sold by the company/promoter without the interference of other Apartment/unit owners.

**Limited Common Area and Facilities**:- Means those areas and facilities which are designated in writing by the promoter before the booking, sale or other transfer of any Apartment/unit as reserved for use of certain Apartments/units to the exclusion of the other apartment/unit.

**Cost of Apartment/Unit**:- The cost of Apartment/unit is total consideration amount of a particular apartment/unit duly agreed between the company and the buyer nothing has been calculated or charged separately for location, parking, electricity connection power backup connection or any other item i.e. IFMS and the applicable taxes are not the part of consideration/cost of apartment.

**CREDAI**:- Confederation of Real Estate Developers Associations of India.

**Fit Out Period**:- After completing the construction the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit annexed as Annexure A) will be given to the Apartment/Unit. The duration of said fit-out is six months from the date of offer for fit out wherein the buyers may get this final installation done in their own presence.

**Force Majeure Clause**:- means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this application which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquakes, epidemics, natural disasters.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in application; or
- any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

**Layout and Plans**:- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Apartment/unit.

**Payment Plans**:- These are the mode of payment towards the captioned booking of Apartments/units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

**Maintenance Charges**:- means the charges to be paid by the applicant(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Project to the Maintenance Agency @ prescribed rates on the covered area of the Said apartment/unit, applicable on monthly basis and payable in advance.

**A.A.O.**:- Means an Association of the Apartment owners which shall be duly formed as per the Act.

**Taxes**:- shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/unit or Said Project.

**Total Area**:- The total area including of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/unit.

**Details of Title and Ownership of the Company** (Annexed herewith as Annexure C):

Signature of the First Applicant

Signature of Co-Applicant(s)



**TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER  
FOR ALLOTMENT OF APARTMENT/UNIT**

- 1) That the building plans of project have been duly submitted/sanctioned to/by the Development Authority. The project will have apartments/units of different sizes and dimensions in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, parking, swimming pool with changing rooms, public amenities, community, storage and commercial constructions etc.
- 2) That the applicants(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the Company. The show flat constructed at the site (if any) is not in accordance with the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this booking application.  
Note: The request for any change in construction/specification of any type in the apartment/unit will not be entertained.
- 3) That the apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration to be submitted under section 12 of The Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allocation agreement for supply of electrical energy, agreement for power backup etc. have to be executed with execution of allotment.
- 4) That the applicants(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the Company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the Company in accordance with the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which comprises of limited nos. of the apartments/units in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/elevation/design/alteration in open area or parking spaces etc. as and when required and deemed fit by the company and by signing this booking and terms & conditions, all time consent of the applicants(s) shall be presumed for all has been stated herein. The dimensions shown in the brochures, maps or any other documents have been calculated on non-plastered brick wall to brick wall bases.
- 5) That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 will be submitted by the company as prescribed, consent of the applicants(s) shall be required for any amendment/change and the applicants(s) will have to fulfil the same. That the applicants(s) will provide undertaking under Section 10 (b) of The Uttar Pradesh Apartment Act, 2010, 'Form 8' as and when requires.
- 6) That the consideration is for the area of the said apartment/unit which will be sold as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, unsold apartments/units, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service apartment, community, clubs, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. The company can sell/lease the vacant apartment(s)/units of the complete block of the apartment(s)/unit(s) as a whole or in part to one or more person(s)/company(ies)/institutions) whatsoever.
- 7) That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.
- 8) That the applicants(s) has read over and understood all the content/terms & conditions of maintenance agreement, parking allocation agreement, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of allotment.
- 9) That after deposition of 10% amount of the cost of apartment/unit, the letter of allotment shall be executed, having all the terms & conditions which are also described in this booking application and the applicant after the execution of allotment, shall be considered as allottee(s).
- 10) That the schedule of payment/installment mentioned in the pricelist has been duly explained to the applicants(s) who shall be responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty /obligations towards the Company.
- 11) That the instalments of payment will run as opted for, in the payment plan. The applicants(s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The applicants(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the consumer portal on Company's website. Timely payment is the main essence of the booking & allotment and in case of delay, interest @ 9.5% per annum shall be charged for the delayed period. In case two regular instalments remains unpaid, the booking shall be treated as cancelled and 25% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the apartment/unit and after receiving the sum of refundable amount from the new buyer. It is duly explained to the applicants(s) that company/promoter will utilized the deposited amount for the development and construction of the project.

Note: Timely payment being the main essence of the booking, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons shall be the sole responsibility of the applicants(s). It shall be always clear that if availed loan for the apartment/unit the dues of the Banks/financial institutions shall be repaid directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

Signature of the First Applicant

Signature of Co-Applicant(s)





- 12) That the applicants & co-applicant (if any) will have equal share in the apartment/unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the applicants(s) booking/allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking for two months only there after the Company can cancel the said booking/allotment and the applicants(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all applicants(s) with respect to the share shall be necessary.
- 13) That the applicants(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 14) That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
- 15) That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicants(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the applicants(s).
- 16) That any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the area of the apartment/unit including terrace/balconies, there will be no extra charge/claim by the Company also the allottee(s) shall not be entitled for any refund.
- 17) That although all the major construction of the apartments/units will be completed, however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc." will be done during the "Fit-Out Period" of 06 (Six) months. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the applicants(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of "Fit-Out period" has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/ applicants(s) may get these final installations done in his/her/their own presence, if desired so. Note:- The items in the residential apartment/unit shall be as per the specifications (Annexure A).
- 18) That it is thoroughly clear to the applicants(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NO DUES from the company. Pendency of completion certificate shall not be the reason to hold the dues.
- 19) That the Project is comprises of many Blocks. As soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that, the company after applying for the completion certificate of particular Block(s) to the authority concerned will offer the fit-out of the apartment/unit. The construction of remaining Blocks will be on going. It can take further time till the final completion of the project. The fit out of the apartment/unit as and when it will be offered, shall not be denied on account of delay in issuance of completion certificate by the authority concerned or on-going construction or any other reason whatsoever.
- 20) That the construction could be completed prior to the date mentioned in the booking form. In that case the Fit-out of the apartment/unit cannot be denied on any ground whatsoever. The date given in the application is an assessment only and construction could be completed earlier to that.
- 21) That only after the registration of Sale deed with possession of the apartment/unit, the applicants(s) shall be considered as the owner of the apartment/unit.
- 22) That the monthly maintenance charges shall commence from the date of possession or the cut-off date for the same.
- 23) That if there is delay in handing over the possession of Apartment/unit beyond the grace period of 6 months from the estimated date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the applicants(s) an interest @ 9.5% per annum over the deposited amount of cost of the Apartment/Unit excluding the taxes and other charges provided that all due instalments of apartment/unit were received on time; any waiver of interest or the payment with interest shall not be considered as payment on time. In case the the applicants(s) do not proceed with possession of apartment, the penalty of Rs. 100/- per sq.mtr. per month of the Carpet Area of the Apartment/Unit shall be applicable and payable by the applicants(s) the said penalty shall commence from the date of expiry of "Fit-out period".
- 24) The holding and waiting period of an apartment/unit shall have a limit maximum of 2 months from the date of issuance of completion certificate where the applicants(s) do not proceed for possession i.e. the Sale deed of apartment/unit remains pending at the end of the applicants(s) even the entire cost has been paid, the said booking shall be treated as cancelled and no other claim except to refund of amount without any interest and with deduction of 25% of Cost of Apartment/Unit will be entitled and entertained. Note:- For all the cases of refund, the amount deposited as applicable taxes & delayed period interest shall not be refundable and cannot be claimed from the Company.
- 25) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date and any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOCs from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be deemed as issued provided in law/by laws; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
- 26) The defect liability shall be limited to the defect in construction (i.e. structural) however, air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner has made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently the applicants(s)/owner(s) shall not be entitled for the defects liability.

Signature of the First Applicant

Signature of Co-Applicant(s)

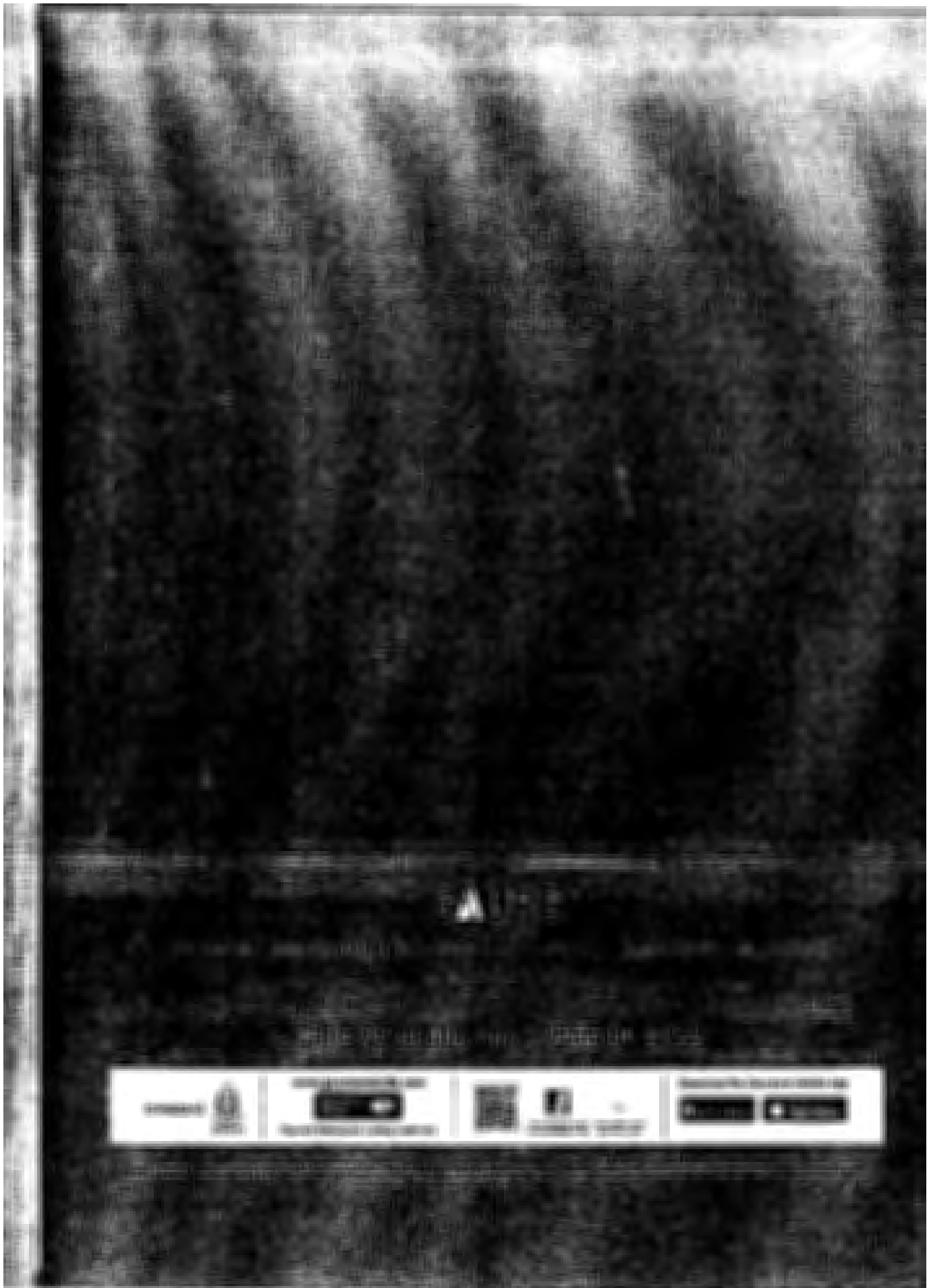


- 27) In case the applicants(s) surrenders/cancels the booking/allotment at any stage due to any reason what so ever than 25 % of the cost shall be forfeited balance(if any) shall be refunded without interest.
- 28) That the Sale deed of the apartment/unit shall be executed and registered only after completing the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the applicants(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/Interest as per the Stamp Act and stamp duty or deficiency thereon if imposed by the government/competent authority over the booking, allotment letter, allocation of parking space and agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the applicants(s).
- 29) That until a Sale deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the application or allotment shall not give any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing apartments/units as a contractor on the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartments/units for all its dues and payable to the Company.
- 30) That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 200/- per sq mtr. of the Carpet Area of the apartment/unit + service tax.
- 31) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment/unit from the date of possession i.e. from the date of Sale deed.
- 32) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, UP Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the applicant(s) /owner(s) shall abide by all laws, rules and regulations of the Development Authority/Local authority/State Govt./Govt. of India and of the Association of Apartment Owners (as and when the A.A.O. formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/byelaws or rules and regulations.
- 33) That in a multi-storeyed building the designated/determined parking space is necessary to avoid discomfort/havoc. Therefore the company/promoter has prepared a detailed plan wherein the parking space shall be allocated with specific numbers as determined parking space for a specific apartment/unit.
- 34) That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- 35) That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/units through pre-paid systems. The Electricity Connection shall be provided for the capacity as opted in the application form \_\_\_\_\_KVA and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
- 36) That the Power back-up facility availed as opted in the application form \_\_\_\_\_KVA, no request for power backup facility shall be entertained later on if not availed. The per unit charges of the power back-up (i.e., running of DG set) shall be subject to the prevailing rates of fuel at the time of possession. Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in this booking application.
- 37) That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the UPERC/authority.)
- 38) That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment or unit of the said Project. However, the sale deed in respect of apartment/unit in favor of applicants(s) will be executed and registered free from all encumbrances at the time of registration of same.
- 39) That if there any Service Tax, Trade Tax, V.A.T and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the applicants(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the applicants(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
- 40) That the non-refundable Interest Free Maintenance Security (IFMS) of amount Rs. \_\_\_\_\_/- shall be charged for apartment/unit. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project. \*Presently the monthly maintenance charges has been decided for residential apartment/unit amount Rs. \_\_\_\_\_/-Sq mtr based on the total area of apartment/unit. However, the rates decided by the Company considering the rates of consumable and wages etc. at the time of possession shall be final and binding.
- 41) The Maintenance Charges from the apartment/unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favor of the Company or its nominee in the head of Project Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Project Maintenance Charges, the Project Maintenance Charges may be collected separately by the Company if required so.
- 42) That the remaining amount of Interest Free Maintenance Security (IFMS) after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.

Note: NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of apartment/unit by the apartment/unit owner otherwise the subsequent buyer will not be allowed.

Signature of the First Applicant

Signature of Co-Applicant(s)





- 43) That the apartment/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment/unit owners or associations of apartments/units owners. They also shall not be permitted to closing of verandah, lounges, balconies and common corridors etc., even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color schemes of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartments/units, Signboards, Publicity or advertisement material outside the apartment/unit or anywhere in the common area shall not be permitted. Any type of change inside the apartment/unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole structure therefore no change is allowed.
- 44) That at the time of the handing over the maintenance of the project to the A.A.O. the following will be handed over to the A.A.O. all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment's with motor rooms, Single point distribution system with all liabilities, Gen-sets, security gates with intercom, lift rooms at terrace and other area falling under the common area.  
Note: All the unsold spaces and areas which are not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas.
- 45) That if there is a provision of solar lighting/energy in the project provided by any third party, the payments of bills of unit consumptions of the solar energy equivalent to the rates of PVTNL shall be payable by the AAO/Maintenance agency to the said Third Party on monthly basis.
- 46) That if the Green Building FAR has been availed for the project in that case the AAO/Maintenance agency shall always comply with and maintain all the provisions of Green Building/EIA conditions.
- 47) That the contents of each Apartment/Unit along with the connected structural part of the building will be insured by the applicants(s)/owner(s) individually or collectively through A.A.O. against the fire, earthquake etc. All the charges towards insurance shall be borne by the applicants(s)/owner(s) or the A.A.O. The Company after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure.
- 48) That it shall be the responsibility of applicants(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the applicant(s) and the Company shall not be responsible for any default. The applicants(s) shall be responsible to obtain a proper receiving for the intimation regarding the change of its address, merely sending a email for the same shall not be claimed as a conclusive proof for change in address.
- 49) That in the event of any dispute whatsoever arising connected with the booking of the said apartment/unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN UP. This booking is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the City of Ghaziabad (U.P) 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 Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this application.  
Log on to CREDAI (NCR) at [www.credaincr.org](http://www.credaincr.org)
- 50) In case of NRl applicants(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the applicants(s).
- 51) That the following Annexure are annexed herewith which are also being the part of this allotment form.
- Specifications of the Apartment/Unit
  - Specification of the project.
  - Details of Title and Ownership of the Company.
  - Layout Plan of Project
  - Layout plan of Apartment/unit
  - Price list
  - Payment plan

#### Disclaimer:

- I/we have fully read over and understood all the terms & conditions mentioned herein above and terms & conditions mentioned in maintenance agreement, parking allocation, agreement for supply of electrical energy, agreement for power back up. My/our all queries have been duly explained by the executive of the company. I/we have discussed and taken legal advice from the counsel of my/our own choice. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the law. I/We hereby given consent to that the Company can make any type of change in layout/elevation/design of the project. My/our consent will be presumed as all-time written consent for the same.
- Applicable in case the intending purchaser is availing the benefits of Pradhan Mantri Awas Yojna or any other subsidiary scheme of Central or state Government:- I/we also undertake that this is the only residential unit I/we are having in above mentioned project, neither I/we or my spouse or minor children owns any other unit/apartment in the above mentioned project.

Signature of the First Applicant

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