

Application Form

To,

M/S Parakh Infrastructure PVT. LTD.

H1, Jaipuria Sunrise Greens, NH-24,

Village Shahpur Bamheta, Ghaziabad-201002

Residential Apartment No.

Floor

Tower No.

Dear Sir,

I/We request to book a **residential apartment in the project known as "THE GOLDEN GATE" IN THE GROUP HOUSING COMPLEX** at Plot No. : **GH - 02, H Block, Jaipuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad** under
..... Payment Plan.

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

I/We, the applicant(s) have clearly understood that this application does not constitute an Agreement to Sale and the applicant(s) do not become entitled to the provisional and/or final allotment of Residential Apartment 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 on the company's standard format agreeing to abide by the terms and conditions lay down therein, that allotment shall become final and binding.

I/We, 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 have relied on own judgement and conducted inquiry before deciding to apply for purchase of the said Residential Apartment. 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 Residential Apartment. This application is complete and self-contained in all respects. No oral or any written representations or statements shall be considered constituting part of this application.

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

Correspondence Address

Date of Birth PAN Mobile No.

E-Mail Id

Office Name, Designation and Address

First Applicant.

Second Applicant.

2 SECOND APPLICANT

Mr./Mrs./Ms. S/W/D of

Correspondence Address

Date of Birth PAN Mobile No.

E-Mail Id

Office Name, Designation and Address

Relation with first applicant

3 DETAILS OF RESIDENTIAL APARTMENT

Residential Apartment No. on Floor, Tower No. Carpet Area Sq. Mrt.
(..... Sq. Ft.) approx as per specifications attached herewith as **Annexure C**.

4 COST OF RESIDENTIAL APARTMENT

Basic Cost of Apartment

Other Charges

GST

Total Cost

Possession Charges :

IFMS : Rs. 30/Sq. Ft. plus GST.

Electric Meter : Rs. per KW plus GST.

Note : Cheques and DD in favour of **M/S Parakh Infrastructure PVT. LTD.** Payable at **Ghaziabad or Delhi**.

5 PAYMENT PLAN (Payment Plan Enclosed **Annexure A**).

6 I/We require electrical connection for KW.

7 I/We require power back up of KW. All the terms and conditions of agreement for electricity and power back up shall be also applicable and binding. (Minimum 2 KW for 2 BHK and 3 KW for 3 BHK is mandatory.)

8 Monthly Maintenance Charges @ Rs. / per Sq. Ft. for Sq. Ft. area plus GST.

Note : 20% out of total monthly maintenance charges shall be transferred in the head of Township Maintenance Account.

9 Estimated Date for the Possession of Residential Apartment is

10 In case of cancellation of Residential Apartment, Refund (If any) to be made as details mentioned below.

a) Main Applicant's Name

b) Bank Name & Branch

c) Account Number

d) IFSC Code

First Applicant.

Second Applicant.

11 DECLARATION :

I/We the applicant(s) do hereby declare that my/our above particulars/informations 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

First Applicant

PLACE

Second Applicant

Land Details :

That a license bearing No. I.H/Ghaziabad / 04 dated 29.5.06 was granted by the Ghaziabad Development Authority (GDA) to M/S SMV Agencies PVT. LTD. (hereinafter referred to as Lead party) to set up and develop an Integrated Housing Township in Ghaziabad in accordance with the terms and conditions of the Licence and any other condition imposed by the GDA. That the Detailed Project Report (D.P.R.) and the layout and revised layout submitted by the lead party with respect to the said township has been sanctioned by GDA vide its letter bearing reference No. 116/Mi.Anu/2006 dated 29.11.06 and letter bearing reference No. 523/MP/2014 dated 15.2.2014 respectively.

That under the leadership of the lead party, a Consortium was formed by registered agreements, consisting of various companies inter-alia M/S Jaipuria Advance Technologies PVT. LTD. M/S Jaipuria Cosmetics PVT. LTD. M/S Vibhu Drinks PVT. LTD. M/S Jaipuria Duro Build PVT. LTD. M/S SMV Realtors PVT. LTD. M/S Surya Vaibhav Developers PVT. LTD. as constituent Company (s) and several pieces of land were purchased by the consortium under various Sale Deeds duly registered with the office of Sub Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township (Known as Jaipuria Sunrise Greens, NH 24) in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No. 2711/Aath-01-05-34 vividh/2003 dated 21.5.2005.

That a plot of land measuring approx. 19.63 acres (79439 Sq. Mtrs.) comprising Khasra Nos. 1507, 1512, 1515, 1502, 1461, 1463, 1501, 1503, 1506, 1582, 1505, 1504, 1464, 1500, 1499, 1497, 1496, 1492, 1498, 1469, 1470, 1441, 1468, 1467, 1466, 1471, 1485, 1486, 1487, 1491, 1488, 1483, 1484 (full or in part) situated in village Shahpur Bamheta now known as GH-02 of the Township, was earmarked and sanctioned by the GDA in the name of the lead party for developing/ constructing a Group Housing Project vide letter bearing reference No 580/MP/2014 dated 4.03.2014.

That the entire GH02 constitutes one condominium wherein various Promoters have been allocated sites comprising of specified towers in the entire Group Housing Project, to enable them to carry out construction and development individually and to develop / construct the said Group Housing Project. That there will be no separate boundary of the proposed project **THE GOLDEN GATE**. The layout plan of the said plot No GH02 for developing a Group Housing Project has been approved and sanctioned by GDA vide its letter No 17/M.P./2014 dated 29/9/14. The development of the said plot No. GH-02 shall take place as per the sanctioned layout plan.

That the promoters of various allotted sites of GH02 will complete the construction of their sites independently and the completion certificate in respect of the allotted sites will also be obtained in phases. The company shall not be held responsible for pending construction of other promoters.

That M/S Parakh Infrastructure PVT. LTD. being one of the promoters has purchased freehold land in khasra no 1461, 1463, 1464, 1500 and 1501, Plot No. GH02, measuring 5176 Sq. Mtr. Comprising of Tower K1 and K2 as per sanction layout situated at plot no GH 02 Township Jaipuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad (hereinafter referred to as said land) from M/S SMV Agencies PVT. LTD. vide sale deed duly registered with sub Registrar Ghaziabad entered in book No. 1. Volume No. 12663, on Page 259 to 284 Serial No. 628 dated 30-01-2015 and Company is the absolute owner of the said land.

First Applicant.

Second Applicant.

TERMS AND CONDITIONS FORMING PART OF BOOKING APPLICATION FOR BOOKING OF APARTMENT

1. That the Company is competent to sell finished residential apartments in the proposed project known as "THE GOLDEN GATE" to be constructed at said land in Plot No. GH02, Township Jaipuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad. That the said project will have various finished residential apartments.
2. That the Allottee(s) has/seen all the documents of titles and other relevant papers etc. Pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company. The drawings and plans of the project has been displayed at the site office of the project.
3. That the apartment on all the floors shall be sold as an independent apartments with undivided interest in the common areas and facilities. There may be some Limited common areas and facilities which have been reserved by the company for the use of certain apartment or apartments to the exclusion of other apartments and also some independent area which are not included as common area for joint use of apartment and may be sold by the Company without the interference of other apartment owners.
4. That the Allottee(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, the Government/GDA or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the GDA. Thereafter additional purchasable FAR, compoundable FAR will be permissible time to time as per the GDAs regulations. In the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. Actual layouts may vary from approved layouts and customer have no objection in this. The Company may make any type of change in layout/elevation/design/alteration in open space area or parking space etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein. That allottee(s) is/are fully aware and has been explained at the time of booking / filling of this application form that there will be a deviation in the working plan with regards to the sanction plan as per the norms and within compoundable limits and the allottee(s) will/shall never raise any objection of any type in this regard.
5. That the schedule of payment mentioned in the payment plan has been duly explained to the Allottee(s) who shall be responsible for making payments on time.
6. In case of cancellation of flat 10% of Total Apartment Cost will be forfeited.
7. That the construction could be completed prior to the date mentioned in the booking application form. In that case the possession cannot be denied on any ground whatsoever. That the sale deed of the apartment shall be executed and registered only after completing the construction, after receipt of total sales consideration and other charges.
8. That the monthly maintenance charges shall commence from the date of possession or after the expiry of Fit Out Period of one quarter as the date mentioned in Offer For Possession. It does not matter if the allottee(s) delayed the possession and final touch to apartment was given after the expiry of above said Fit Out Period.
9. In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging interest 2% above SBI's MCLR for delay period. In the event of the **Company** waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
10. That any delay on account of GDA 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 i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.

First Applicant.

Second Applicant.

11. That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrap page 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.
12. That until a sale deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein even though all the payments have been received by the company.
13. 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 the apartment from the date of possession i.e. from the date of sales deed.
14. That the expenses towards payment of stamp duty, Registration charges, otherwise expenses and incidental charges pertaining to execution and registration of the sale deed of the apartment sold shall be BORNE by the allottee(s).
15. That the owners after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission / any other rules and regulations by state of U.P. or any other competent authority. That the owners shall abide by all laws, rules and regulations of the GDA / local authority / State Government / Government of India and of the Association of Apartments Owners (as and when the AAO formed and till then as prescribed by th company) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations.
16. That the parking will be available inside the project, as per the type opted by the allottee(s) in the Application form. That the Basement spaces as per the permissible usage can be allotted for other purposes like domestic storage spaces etc.
17. That a single point electric connection will be taken for the whole complex from Paschimanchal Vidyut Vitran Nigam Limited and will be distributed through separate meters to intending allottee(s) through prepaid system the Electrical Connection. That electricity rate to be decided at at the time of offer for possession.
18. For electric and power backup consumption, charges payable by the intending allottee(s) shall be decided by the Company. The allottee can also avail Power Backup facility. The Power backup charges and per unit consumption charges will be decided at the time of offer for possession.
19. 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 bank / financial institutions after mortgaging the land / apartment of the said project. However, the sale deed in respect of apartment / in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
20. That if there any Service Tax, Trade Tax, VAT, GST and additional levied, rates taxes, charges, cess and fees etc. as assessed and the attributable to the company as consequences of Court order / Government / GDA/ Statutory or other local authority order, the allottee(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 allottee(s) is hereby agrees for the payment of the same and all times indemnify and keep harmless to the company.

First Applicant.

Second Applicant.

21. That the non refundable interest free maintenance security (IFMS) is payable to the company @ Rs 30/- per Sq. Ft. of the Carpet area of the apartment, the said IFMS will be handed over to the AAO at the time of handing over the maintenance of the project. The monthly maintenance charges in advice 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 common area of the project.
22. That the 20% amount of the IFMS will be deposited in the head of Township Maintenance and 20% of the maintenance charges collected from the apartment will be transferred and paid for the Township Maintenance. That the apartment 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's owner or association of apartment's owner. They also shall not be permissible to closing of verandah, lounges, balconies and common corridors etc. even if particular floor/floors occupied by same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any external wall. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted.
23. That at the time of handing over the maintenance of the project to the AAO the following will be handed over to the AAO all existing lifts, passages, corridors, parks, underground and overhead water tanks, fire fighting equipment's with motors room. Single point distribution system with all the liabilities, Gen Sets, Security Gates with intercom, lift rooms at terrace and other areas falling under common areas.
24. That it shall be the responsibility of allottee(s) to inform the company in writing about subsequent change in 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 allottee(s) and the company shall not be responsible for any default.
25. That the allottee agree that, in the event of any dispute or difference arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof & the respective rights & obligation of the allottee and the company before resorting to any other course, the matter shall be referred for adjudication to a sole arbitrator appointed by the company, and the decision shall be final and binding upon both the parties, subject to the provisions of the Arbitration Conciliation act 1996. The arbitration proceedings shall be held at Ghaziabad only.
26. In case of NRI allottee(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 allottee(s).
27. That the following Annexure are annexed herewith which are also being the part of this Application form.
- A) Payment Plan of the Apartment (Annexure - A)
 - B) Layout Plan of Tower K1 & K2 and of Apartment allotted (Annexure - B).
 - C) Specifications of the Apartment (Annexure - C)

First Applicant.

Second Applicant.

I/We have fully read and understood the terms and conditions mentioned herein above, all shall be binding over me/us. I/We hereby give consent to that the company can make any type of change in layout/elevation/design, coverage area, common area, limited common area besides alteration in open space etc. May/our consent will be presumed as all time written consent for the same.

First Applicant :-

Name

Signature

Please affix your
Photograph
Here

Second Applicant :-

Name

Signature

Please affix your
Photograph
Here

Sales Manager :-

Name

Signature

Channel Partner :-

Name

Rubber Stamp with Signature

General Manager :-

Name

Signature



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