

APPENDIX 10.1/

GURS
OF OWN WORLD

APPLICATION FORM

PROJECT NAME:

APARTMENT/UNIT NUMBER:

BLOCK :

2. SECOND APPLICANT (Co-Applicant)

Mr/Ms/Ms _____

S/P/D of _____ Profession/Service _____ Nationality _____

Date of Birth _____

Residential Status: Single ☐ Married ☐ Foreign National of India Origin ☐

Income Tax Permanent Account No. _____

Permanent Address _____

Correspondence Address _____

Telephone No. _____ Mobile No. _____

Fax No. _____ E-mail ID _____

Designation, Office Name & Address _____

Official Phone No. _____ Official E-mail ID _____

Relation with First Applicant _____

M/A _____ A partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at _____ through its partner authorized by deed with their resolution signed by all Partners required. S/D/W/o _____

Particulars _____ Copy of the resolution signed by all Partners required. PAN/ITN _____ Registration No. _____

Telephone No. _____ Fax No. _____

Dead ID _____

Or _____

M/A _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shareholder. S/D/W/o _____

Res/Off. _____ Authorized by Board resolution dated _____

(Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) PAN No. _____

Telephone No. _____ Fax No. _____

Dead ID _____

DETAILS OF APARTMENT/UNIT

Apartment/Unit No. _____ on _____ Floor, Block _____

Type of Apartment/Unit _____ Residential ☐ Commercial ☐

Carpet Area of the Apartment/Unit _____ Sq. mtr. (Sq. ft.) approx.

(Total Area of the Apartment/Unit _____ Sq. mtr. (Sq. ft.) approx.)

As per specifications attached herewith as Annexure A.

150 MTR. = 10.764 SQ.FT.

Signature of the First Applicant

Signature of Co-Applicant(s)

6. COST OF APARTMENT/UNIT

To _____ (In words _____)

The said rates are exclusive of retention charges/Laxes mentioned hereunder.

Note: Payments to be made by A/C Payee Cheque/NTS Deposited Draft(s) in favor of "Company" payable at Debit/Holder/Cashier/NTS. A/C payee cheque should be of Debit NCR or all pay.

7. PAYMENT PLAN _____ (Payment Plan Enclosed Annexure 1)

8. LTV regular electrical connection for _____ KVA (Minimum 5 KVA/7.5 KVA/20 KVA/30 KVA for Commercial unit in 11)

9. LTV regular power back-up of _____ KVA (Minimum 1 KVA/2 KVA/3 KVA/5 KVA for Commercial unit and 1 KVA for residential 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 / Items (Terminals / Cables / Fuses / E.S.S. equipment and cabling) shall be designed with 100% derivatives for therefore for 10000 KVA load only (10000 KVA capacity shall be installed)

10. Parking Type _____

Other Details _____

11. Service Tax will be charged on _____

(a) Cost of Apartment/Unit as applicable in Rs. _____ (Payable as per payment plan)

(b) Other charges as applicable in 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. STMS (Interest Free Maintenance Security) Rs. _____ (In words _____)

Note: 25% out of the total STMS shall be transferred in the head of Township Maint. Insurance Account (Applicable if the project is the part of a Township)

15. Monthly Maintenance Charges or residential unit / commercial unit of Rs. _____ per Sq. Mtr. based on the total area of Apartment/Unit along with service tax as applicable

Note: 15% out of the total Monthly maintenance charges shall be transferred in the head of Township Maintenance Account (Applicable if the project is the part of a Township)

16. Estimated Date for the Possession of Apartment / Unit _____ (Care Period of 6 months)

17. In Case of Commercial Unit, Required to be made as details mentioned below

a) Name _____

b) Bank Name & Branch _____

c) Account Number _____

d) IFSC Code _____

18. Any Other Remark _____

Signature of the First Applicant

Signature of Co-Applicant(s)

19. DECLARATION

Where the applicant(s) do hereby declare that any/all above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. 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. It may shall be considered as misleading affidavit only.

DATE: _____

Yours faithfully

PLACE: _____

Signature of the Trial Applicant

Signature of Co-Applcmt(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name _____	Signature _____	Date _____
1. Type of Apartment/Unit _____	Apartment/Unit No. _____	Floor _____
Use of Apartment/Unit - ☐ Residential ☐ Commercial		
2. Parking Type _____		
Other Details _____		
3. Cost of apartment/Unit _____		
Total price payable for the apartment/Unit _____		
4. PAYMENT PLAN: _____		
5. Payment received from _____	for No. _____	Dated _____
6. Provisional Booking Receipt No. _____		
7. NOC/NOE DIRECT () THROUGH SALES ORGANISER ()		
8. Sale Organiser's Name & 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) Photograph 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/Visa from HRE/TCMR A/C

(h) For NRIs: Copy of Passport & Payment through HRE/MPD A/C

(i) For Hindu Undivided Family (HUF): Authority letter from all co-partners of HUF authorizing the Karta to act on behalf of HUF.

Sales Organiser

Received by
(Printed Sales Name)

Checked by (Account)

President/V.P./Sales

Director

Signature

Signature

Signature

Signature

Signature

for all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms

Applcmt(s) :- means persons, applying for allotment of the said apartment/Unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application) :- A request for allotment of Apartment/Unit made by the Person/Unit/Company on a specific form duly filled and submitted to the Company.

Applcmt Letter :- Confirmation of booking of Apartment/Unit by the Company, a format containing the terms and conditions of allotment, duly executed by the Company and bearing Applicant's signature.

Applcmt(s) :- Those who have executed the allotment letter (hereafter a particular Apartment/Unit has been reserved for that particular Applicant(s) and those who have agreed to abide by all the terms and conditions till the time and allotment of the Apartment/Unit is made.

Applcmt Act :- The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2000

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 internal walls, areas under service 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 hallways, corridors, stairways, lift shafts and lobbies, stairs, lift lobbies, stairs and machine rooms, all service shafts, terrace areas, all underground and overhead tanks, electric sub-station, central postal room, ventilation area of transformer and lift set, guard house, entrance and exit of the project, water supply, drainage, plants, pump house, sewerage systems and STP, LIFT, STAIRS, common toilets, rain water harvesting system etc.

Independent Area :- Means the Area which has been declared but not included as common area for joint use of Apartment/Unit and may be sold by the company/person or without the benefit of other Apartment/Unit owners.

Undivided Common Area and Facilities :- Means those areas and facilities which are designated in writing by the promoter before the allotment, sublease or other transfer of any Apartment/Unit as reserved for the use of certain Apartment/Units in the common area of the other Apartment/Unit.

Total Area :- The area after deducting the other common area (in) areas including the reserved common area over the carpet area within the fully reserved in the layout plan of the Apartment/Unit.

Cost of Apartment/Unit :- Cost of Apartment/Unit is the total cumulative amount of a particular Apartment/Unit duly approved by the Company and the buyer including has been calculated or charged separably for location, lease land, parking, electricity connection, power but it is up to the buyer to pay any other item, GST, VAT and the applicable tax (as per the part of consideration) of the Apartment/Unit.

CREDIT :- Confidentiality of Real Estate Brokers Association of India

Earned Money :- Ten percent (10%) amount of the cost of the apartment/Unit is the Earned Money, which indicates the proportion with ability of applicant(s) for allotment/transfer of an apartment/Unit. The said amount will be refunded in case the applicant(s) do not want to continue with.

Pre-Set Period :- After completing the construction the final market valuation of the said apartment/Unit, 10% of the Earned Money will be paid to the applicant(s) within the specified period of time. If the applicant(s) do not want to pay the Earned Money, the Earned Money will be forfeited to the Company. The duration of the Earned Money will be 10% of the Earned Money.

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

Signature of the Trial Applicant

Signature of Co-Applcmt(s)

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, nuclear disasters.
- (b) Explosions or accidents, air crashes and aircrafts, act of terrorism.
- (c) Sudden or lack of, industrial dispute.
- (d) Non-availability of essential, steel or other construction material due to strikes of material users, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) 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 this Application or
- (g) 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, withhold, 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/suits before a competent court or for any reason whatsoever.

Report and Plans :- The Architectural Drawings of project comprising of whole planning of construction, open areas and drawings of particular Apartment/Unit.

Payment Plans :- These are the mode of payment towards the explained building of Apartments/units having made, letters 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 Township (applicable if the project is situated in Township) to the Maintenance Agency @ prescribed rates on the total area of the said apartment with 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 Uttar Pradesh Apartment (Promotion of Construction, Ownership and Management) Act, 2002.

Issues :- shall mean any and all outstanding issues payable by the Company or the Applicant(s) for the project going to be situated in future, by way of value added tax, state sales tax, central excise, etc. works contract tax, stamp duty, registration charges, etc. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the said Apartment/Unit or said Project.

Township :- means a large development having many projects wherein the entire internal infrastructure within the boundary of that area is provided by the Company.

Township Maintenance & Charges :- means the monthly charges payable in advance through prepaid system/periodic electric meter by the Owner/RS holder of the Apartment/Unit to the Company for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other development in the Township.

Signature of the Third Applicant

Signature of Co-Applicant(s)

TERMS AND CONDITIONS FURNISHING THE PART OF APPLICATION FORM FOR BOOKING OF APARTMENT/UNIT

1. The project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/Unit owner shall be confined up to the particular project wherein the Apartment/Unit is situated. The selling and maintenance of the township and the Project will be carried out by the Company or its members. The Apartment/Unit owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Company (This clause is not applicable where the project is not the part of a Township).
2. That the applicant(s) shall not be entitled and have any right, title or interest in any other project, amenities / facilities developed apart from the said project. The company / club facilities going to be developed in the Township will always remain the property of the company / developer. The company reserves its rights to discontinue the same or can change membership (percentage) charges in accordance with Rules and regulations framed under its sole discretion. The township has a master plan wherein areas / land has been duly earmarked for particular usage. It is not an obligation towards the company / developer to construct the building over the said land. The company may offer / transfer these areas for development construction to other developers in accordance with designs defined in master plan and development of these areas will depend upon the market viability. (This clause is not applicable where the project is not the part of the Township).
3. That the building plans of proposed project have been duly submitted/approved 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 common shopping, common club and recreational facilities, club, party hall, swimming pool with changing rooms, parking, public amenities, community, storage and recreational constructions etc.
4. That the applicant(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the Apartment/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 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 paper as it does not have the beams & columns, so the actual construction shall not be compared with the above flat, also that the filling, 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 building application.
5. That the request for any change in construction/specification of any type in the apartment/Unit will not be entertained.
6. That the apartment/Unit shall be sold as independent apartments/Unit with independent interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2002. 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 document, agreement for supply of electric energy agreement for power backup etc. have to be made with execution of documents.
7. That the applicant(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/Developer authority or any other local authority or body having jurisdiction. The permissible FAR shall be as per the prevailing Building By-laws of the Development Authority which comprises of limited use of the apartment/units in proportionate to the population density. Therefore additional purchasable FAR, compensable FAR and green Building FAR etc. will be permissible here to the extent as per the Authority's regulations. The company can make any type of change in layout/variation/design/alteration in open spaces or parking spaces etc. as and when required and deemed fit by the company and by signing this application and terms & conditions, all time consent of the applicant(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 basis.
8. That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Management) Act, 2002 will be submitted by the company as prescribed. Consent of the applicant(s) shall be required for any amendment/change and the applicant(s) will have to fulfill the same. That the applicant(s) will provide undertaking under Section 10 (b) of The Uttar Pradesh Apartment Act, 2002, Form B as and when required.
9. That the consideration for the sale of the said apartment/Unit which will be Sold/Not-Sold, as mentioned in "Appt. Arch" that all other rights excepting what have been mentioned including easement rights, unencumbered apart from/units, spaces for common club and recreational facilities, common shopping spaces, spaces for public amenities, service apartments, 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 change membership for such facilities and dispose of the assets wherever it deems fit. The company can sub lease the vacant apartment/units of the complete block of the apartment(s)/units as a whole or in part to one or more persons/company(ies)/individual(s) whenever.

Signature of the Third Applicant

Signature of Co-Applicant(s)

9. That the electricity, gas, water and sewer 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.
10. That the cost of ten percent (10%) of the cost of the apartment/unit is the earnest money for the booking of the apartment/unit i.e., the applicant(s) does not want to continue who seem should be forfeited and non-refundable.
11. That the applicant(s) has read over and understood all the conditions/terms & conditions of maintenance agreement, parking allocation, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of the allotment.
12. That at the time of execution of Allotment Company will inform via a welcome letter having intimation of dates in which it will be necessary to execute the allotment. No further intimation for the execution of allotment shall be given after the expiry of that date.
13. That after providing the letter of allotment having all the terms & conditions which are also described in the booking application and necessary after the execution of allotment, shall be considered as allotment.
14. That the schedule of payments/allotment mentioned in the schedule has been duly explained to the applicant(s) who shall be responsible for making payments on time, any separate demand letter for the allotment falling due will not be required to be sent by the Company and that cannot be claimed as a right for any duty/obligation towards the Company.
15. That the installment(s) of payment will not be asked for in the booking application. The applicant(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 applicant(s) desist from 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. Twenty percent is the main interest of the building, and in case of delay interest @ 15% per annum shall be charged for the delayed payment. In case of regular installment payment, the booking/allotment shall be treated as cancelled and 25% 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 booking of the apartment/unit and after receiving the sum of refundable amount from the new buyer. As the Company/Developer utilized the deposited amount for the development and construction of the project.
16. That the applicant(s) co-applicant(s) 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 involved a loan. Similarly in case where any dispute arises between the applicants booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged the deposit what/when stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only then after the Company can cancel the said booking/allotment and the applicant(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as per procedure described above for the refund of the amount of the applicant(s) with respect to the share shall be necessary.
17. That the Company/Developer may realize the committed apartment/unit in its sole discretion after receiving 80% of the cost of the Apartment/Unit as an interim payment. The said realization charges shall be calculated on the prevailing rates at the time of realization.
- Note: Twenty percent being the main interest of the building, any delay in payment due to any reason whatsoever, may be a sanction of loan from bank or any other reasons shall be the sole responsibility of the applicant(s). It shall be always clear that if needed loan for the apartment/unit, the date of the bank/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of Loans to the Government or Authority concerned shall not be refunded.
18. That the applicant(s)/allotment(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/damage or any other expenses on account of such visit.
19. That in case of release of allotment letter, the fee for the agreement, permission to mortgage or any other documents is required and requested by the applicant(s)/allotment(s) or bank/financial institutions, the Developer has sole right to refuse or reject the refund. The refundable amount at every time shall attract a fine of Rs. 10000/- plus Service Tax as applicable, an administrative charge and shall be payable by the allottee(s).
20. That any alteration / modification at the Company may deem fit or as directed by any competent authority(ies) resulting a 5% change in the area of the apartment/unit including internal/external/curb, there will be no extra charge/claim by the Company when the

Signature of the First Applicant

Signature of Co-Applicant(s)

- applicant(s) shall not be entitled for any refund.
21. That although all the major construction of the apartment/units will be completed however the final touch i.e., installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch paint etc. will be done during the "Fit Out Period" of the months. It has been experienced that if the final touch is an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with the said finished apartment/unit get deteriorates with the span of time. Therefore the contract 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 contract(s) may get these final installations done in the Fit Out/Third ownership period, if desired to.
- Note:- The terms in the contract(s) shall be as per the specifications (Annexure A).
22. That it is thoroughly clear to the applicant(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NOC/DUES from the company. Priority of completion certificate shall not be the reason to hold the dues.
23. That the proposed project is comprised 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 deemed an account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever.
24. That the construction could be completed prior to the date mentioned in the booking application form in that case fit out of the apartment / unit cannot be deemed on any ground whatsoever. The date given in the application form is an eventuality only and construction could be completed earlier to that.
25. That only after the registration of Sale deed/ Sub lease deed with possession the allottee(s) shall be considered as the owner of the apartment/unit.
26. That the monthly maintenance charges shall commence from the day of possession.
27. That if there is delay in handing over the possession of the apartment/unit beyond the stipulated period of 6 months from the scheduled date of possession due to any reason which were within the control of the Company, the Company will pay to be allottee(s) an interest @ 0.5% per annum over the deposited amount for the period of delay. The interest will be calculated on the basis of the amount deposited and the period of delay. In case the allottee(s) has not proceeded with the payment of the payment of Rs. 1000/- per sq. meter, per month of the Carpet Area of the Apartment/Unit shall be applicable and payable by the allottee(s) the said penalty shall commence from the date of expiry of 6-month period.
28. The holding and waiting period of an apartment/unit shall have a limit maximum of 6 months. From the date of issuance of completion certificate where the allottee(s) do not proceed for possession i.e., the sub-lease deed of apartment/unit remains pending at the end of the allottee(s) from the entire cost has been paid, the said allotment 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 only be entitled and refunded.
- Note:- For all the cases of refund, the amount deposited as applicable loan and delayed period interest shall not be refundable and cannot be claimed from the Company.
29. 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 the Company. The delay of applying the completion certificate shall be assumed in the date of completion, the Company will 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 up to the date of applying for the completion certificate only. It is hereby clarified that the completion certificate is not issued also be obtained after depositing the requisite fee and obtaining the NOC/DUES from all the concerned department. After the expiry of 30 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provided by the Authority, it shall be deemed as agreed provided in law by law. Therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
30. That there will be defect liability period of two years as per Apartment Act 2000 Chapter II Clause 403. From the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e., structural) however, air cracks in plaster masonry work up to 10mm and windows shall not be considered as defects. Defect liability shall not cover force majeure situation such as damage resulting from war, flood, earthquake etc. The defect liability is not applicable on the brought out items such as air, covered under warranty by the manufacturer themselves. However, in the event of recurring problems with the brought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/units and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defect liability.

Signature of the First Applicant

Signature of Co-Applicant(s)

51. In case the applicant(s)/subscriber(s) surrender/transfer the building/abandonment at any stage due to any reason what so ever then 25 % of the cost shall be forfeited (without any refund) as follows:-

52. That the Sale deed/Sale lease deed of the apartment/unit shall be executed and registered only after completion of the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges, advertisement expenses and Architectural Fees/charges, stamp fee and charges shall be borne and paid by the abtoree(s) and who only will be responsible and liable for paying the charges in these days and thereby/thereafter as per the Stamp Act and the stamp duty and agreement thereon if imposed by the government/competent authority over the abtoree letter, allotment of parking space and approval for maintenance, electricity and power back-up etc. shall also be paid and borne by the abtoree(s).

53. That when a Sale deed/Sale lease deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the abtoree shall not have any right or title or interest therein from the date the payments have been received by the Company. It is further clarified that the Company is not considering the apartment/units as a co-owner for the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartment/units for all its dues and payable to the Company.

54. That it will be necessary to obtain a No Objection Certificate/NOC from the Company in case of subsequent sale/lease along with the 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 of Rs. _____ per sq. mt. of the Total Area of the apartment/unit + service tax. 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/Lease deed.

55. 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 owner(s) shall abide by all laws, rules and regulations of the Association of Apartment Owners (as and when the AAO, formed and run as per the bye-laws of the Company) and shall be responsible for all offences, violations or breach of any of the conditions of bye-laws or rules and regulations.

56. That in a group housing project, while making the design/plan for common parking spaces it is necessary to avoid the center of the project. Therefore the company/developer has prepared a detailed plan wherein the parking space shall be identified with specific numbers in a determined parking space for a specific apartment/unit. (The said project shall be provided to a multi-level parking, the abtoree is subject to the terms and conditions mentioned therein)

57. That the basement spaces as per the permissible usage can also be utilized for high purposes like domestic storage spaces etc.

58. 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 in the apartment/units through pre-paid systems. The Electricity Connection shall be provided for the property, as opted in this application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement.

59. That the Power back-up facility can be availed in this application, no request for power back-up facility shall be entertained later on. The per unit charge of the power back-up (L.C. remaining of DO let) shall be subject to the prevailing rates of fuel at the time of provision.

60. Notice Any request (if) reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load will be fixed as opted in this booking application.

61. That the rate for Electricity charges will be as per the prevailing rates of authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the time frame of the unit's will be charged extra. Power backup consumption charges will include the fixed charges (portable in case of non usage of power back-up) which will be payable along with the consumed load 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 will be decided by the company/authority.

62. That it is hereby agreed, understood and declared that the Company may take construction frames/drawings 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 said loan shall be used in respect of apartment/unit in favor of applicant (s) will be executed and registered free from all encumbrances at the time of registration of same.

63. That if there any Service Tax, Trade Tax, VAT, C.S.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

Signature of the Firm Applicant

Signature of Co-Affiliate(s)

