

APPLICATION FOR BOOKING IN RAJ RESIDENCY GAUR CITY-II PLOT NO. GC-3 I, SECTOR 16-C, Gr. NOIDA (WEST) GNIDA

To,
M/s Jindal Promoters Pvt. Ltd.
Head Office: B-12, E-10-12, Triveni Complex,
Jawahar Park, Laxmi Nagar, Delhi-110092

Dear Sir/s,

I/We request that I/We may be provisionally allotted a Residential Apartment in the Project

Down Payment Plan ☐ Flexi Payment Plan ☐ Construction linked Payment ☐

I/We remit herewith a sum of ₹ (Rupees)
.....Vide
Draft/Cheque No..... Dated..... drawn on.....as booking Amount.

In the event of M/s Jindal Promoters Pvt. Ltd.(hereinafter called the Company) agreeing to provisionally allot me/us Apartment on sub-lease basis, I/We agree to pay further installment of sub-lease consideration and all other dues as stipulated in this applicant Allotment Letter and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the and/or final allotment of an apartment not with standing the fact that the Company may have issued a receipt in acknowledgement tendered with this application, It is only after I/We sign and execute the Allotment Letter on the Company's standard format agreeing the terms and conditions 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
Nationality.....
Date of Birth.....Profession/Service.....
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Mailing Address.....
Telephone No.....Mobile No.....Fax No.....
Designation, Office Name & Address.....
Telephone No.....E-mail ID.....

PHOTO

2. JOINT OR SECOND APPLICANT:

Mr./Mrs./Ms.....
S/W/D of
Nationality.....
Date of Birth.....Profession/Service.....
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Mailing Address.....
Telephone No.....Mobile No.....Fax No.....
Designation, Office Name & Address.....
Telephone No.....E-mail ID.....

PHOTO

Signature of the Applicant(s)

3. Type of Apartment.....Apartment No.....Block No.....
 *Leasable Area. (Sq. Ft. Approx.).....Floor.....
 Parking Type:..... ☐ Open ☐ Covered

4. DETAILS OF PRICING:

Basic Sale Price (BSP)	Per Sq. ft.	₹
Preferential Location Charges (PLC)	Per Sq. ft.	₹
Reserved Car Parking Space	Each	₹
TOTAL (A)		₹
External electrification Charges	Per Sq. ft.	₹
One Time Lease Rent	Per Sq. ft.	₹
Fire Fighting Charges	Per Sq. ft.	₹
Club Membership (Compulsory)	Per Sq. ft.	₹
TOTAL (B)		₹
TOTAL COST (A+B)		₹
Total Cost (in Words)		

5. Payment be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of "M/s Jindal Promoters Pvt. Ltd."
 6. I/We require electrical connection for.....KVA (minimum 5 KVA). I/We are ready to pay @ ₹ 5,000/-per KVA (Total amount ₹.....) at the time of offer of possession
 7. I/We require power back-up of.....KVA (minimum 1 KVA). I/We are ready to pay power back-up charges @ ₹ 20,000/-per KVA (Total amount ₹.....) at the time of offer of possession and ready to pay unit charges of the Power back-up (i.e. running of DG set) to be decided at the time of offer of possession.
 8. I/We are ready to pay IFMS @ ₹ 25/-Per Sq. Ft. for Super Area of Apartment at the time of offer of possession.
 9. Any other Remarks:.....

10. DECLARATION

I/We the applicants do hereby declare that my/our application for allotment of the apartment/shop by the Company is on the basis that the above particulars/information given by me/us is true and correct and nothing has been concealed there from.

DATE:.....

Yours faithfully,

PLACE:.....

Signature of the Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name..... Signature.....Date.....

1. ACCEPTED ☐ REJECTED ☐
 Type of Apartment.....Apartment No.....Floor.....
 Parking Type:..... Open ☐ Covered ☐
 Total price payable for the apartment together with the parking price ₹
2. PAYMENT PLAN: ☐ Down Payment Plan ☐ Flexi Payment Plan ☐ Construction Linked Payment
3. Payment received vide Cheque/DD/Pay Order No.....Dated.....Drawn on.....
 ₹(Rupees).....Dated.....Drawn on.....
4. Provisional Booking Receipt No.....Dated.....
5. BOOKING: DIRECT/THROUGH SALES ORGANISER
6. Sales Organiser's Name & Address, Stamp with Signature
7. Remarks.....
8. Check List for Receiving Officer:
- Booking Amount Cheques/Drafts.
 - Customer's Signature on all pages of the Application form.
 - PAN No. & Copy of PAN Card/Undertaking Form No. 60
 - Address proof of the Applicant Voter Card / Passport / Ration Card photocopy.
 - For Companies: Memorandum & Article of Association and Certified copy of Board Resolution
 - For Foreign Nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c
 - For NRI: Copy of Passport & Payment through NRE/NRO A/c

Signature of Authorised Person

TERMS & CONDITION FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT RAJ RESIDENCY, JINDAL PROMOTERS PVT. LTD. GAUR CITY-II PLOT NO. GC-3 I, SECTOR 16-C, Gr. NOIDA Extn. GNIDA

Whereas lease hold land of the aforesaid Project has been allotted to the Company i.e. M/s Jindal Promoters Pvt. Ltd. (Company : Builder) measuring area 20,779 sq. meters approximately by the Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U.P. Industrial Development Area Act 1976 On Lease Hold Basis Under The Scheme Code RTS 01/2010 (i) For Development Of Group Housing At Plot No. 3I, Sector 16C Gaur City II Greater Noida.

Whereas the right of the intending Allottee(s) will be restricted up to allotment of apartment in Group Housing Plot mentioned here in above on the following terms and conditions relating only to the Whereas all terms & conditions of the above Group Housing executed.

1. The building plans of proposed Group Housing Plot will be submitted/sanctioned to/by the Greater Noida industrial Development Authority (GNIDA) The complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercials and meeting room etc.
2. That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project The Builder has right to develop and construct the apartment on the said Project and also has right to allot different apartments the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNIDA as well as of the Government order/Notifications/GNIDA Policy for an integrated township in U.P. issued from time to time.
4. That saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircase lifts, terraces, roofs, space for commercial, parks basements, parking spaces (excepting what has been allotted by an agreement to intending Allottee(s) or lot-lots, space for public amenities, shopping centers or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can lease out the vacant apartments or the complete block of the apartments or the complete block of the apartments as a whole or in part to one or more persons(s) company(ies) whosever for short term or long term.
5. That as per the Layout Plan it is envisaged that the apartment on all floors shall be sold as an independent Apartment with impair able and individuate share in the land area underneath the plot The intending Allottee(s) shall not be permitted to constructed any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F.A.R. carry out construction of further apartment in the eventuality of such change in the F.A.R. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.
7. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the builder may make such changes modifications, attractions and additions therein as may be deemed necessary or may the required to be done by the Builder, the Government/GNIDA, any other Local Authority or Body having jurisdiction.
8. That the lease consideration is for the total area of the said apartment, as mentioned herein above, property known as: loadable Area: comprises the covered areas area under walls full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase lifts, entrances and the exits of the building, water supply arrangements and installation such as power light sewerage etc. and including all rights attached to the said Apartment However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easement right and to carry out further construction in case of any change in the F.A.R. density open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial parks, parking spaces (excepting what has been allotted by an agreement to intending Allottee(s) or lot-lots, space for public amenities, shopping centers or any other space will be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets whatever stated above.
9. That after the execution of allotment letter the intending Allottee(s) shall be treated/referred as Allottee(s)
10. That the Allottee (s) shall after possession comply with all the mandatory requirements and compliance as the Ministry of Environmental impact Assessments (EIA) norms. U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
11. That the installments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the down by the Company. In case payment is not received within stipulated period specified in the payment plan or in the even of breach of any of the terms and conditions of allotment by the Allottee(s) the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.
12. That for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of apartment will be forfeited and balance amount if any, will be refunded without any interest.
13. That the schedule of installments under Payment Plan shall be final an building on the intending Allottee(s) It is made clear that time for payment is the essence of the allotment.
14. That in exceptional circumstances, the Builder may in its sole discretion condone the delay in payment by charging interest @ 12% per annum. In the event of the Builders the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s)
15. That the drawings displayed in the Site Office/Registered Office of the Builder of showing the Building/Apartment are provisional and tentative and are subject of change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim form the Allottee(s). The building will be good specifications.
16. That the intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative, modification in the layout plan/building plans, designs as the Builder any deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in >3% in the Loadable area of the Apartment, there will be no extra charge/claim by the Builder Allottee(s). However, any major alteration/modification resulting in more than 3% change in Loadable area of the Apartment. Any time prior to and upon the possession of the apartment, the Builder shall intimate to the intending Allottee(s) in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the intending Allottee(s) agrees to inform his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) give his/her/their non consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction their form and interest the on. The intending Allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the Applications letter.
17. That the intending Allottee(s) consents that the builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.
18. Since it is large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction fall the phases. As such the intending Allottee(s) must take the possession of his/her/their won flat as soon as it is made a available for possession.
19. That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s) availability of building immaterial, any dispute with the contractor, change of laws by governmental/local authorities etc. no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
20. That a written intimation for completion of project will be sent to the intending Allottee(s) and a Fit out Period of one quarter will commence from the date of offer for possession. The said fit out period dis in order to facilitate the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own apartment after complying with the requisite formalities viz. obtains NOC form the Accounts Department of the Company, registration of sub lease deed etc. The installation of sanitary ware wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said fit out period only, which will take 20 or 25 days for an individual apartment and the intending allottee(s) may get these final installations done in his/her/their won presence, if desired so.
21. However, if there is delay in hand over possession of Apartment after expiry of "Fit out period" due to any other reason(s) the Builder will pay the intending allottee(s) delayed possession charges @ 12% per annum in respect of Loadable area of the Apartment for delayed period only (commencing from the date of expiry of Fit out period) provided that all due installments from the concerned intending Allottee(s) were receiving in time and he/she/they have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sub lease deed etc.
22. That in case the Allottee (s) fail to take possession of apartment within Fit out period he/she/they will pay penalty as per clause mentioned hereinafter.
23. That in case the intending Allottee (s) fails to take possession of Apartment within given Fit out Period 100.00 per day will be charged for the delay of First month and Rs. 200.00 per day will be charged for delay during second month from the date of expiry of said Fit out Period 200.00 per day will be charged for delay during second month from the date of expiry of said Fit out Period
24. Transfer of the Flat including rights as Flat Allottee herein will be at the sole discretion of the company and shall require prior approval of the company the administrative charges as prescribed by the company from time to time will be paid by the transferor at the time of transfer. Any change in the name registered as Flat Allottee (including addition/deletion) with the company shall be deemed to be a transfer for this purpose. The administrative charges for transfer of the Flat between family members (viz husband, wife and own children) will be matter of the normal administrative charges for every transfer. Claims if any, between the transferor and transferee, as a result of subsequent reduction/increase in the area of its location will be settled between themselves i.e. transferor and transferee and the company will not be a party to the same. it will be the responsibility of the transferor to obtain all sanction including sanction of the competent authorities inter alia under the urban Land Ceiling and Regulation Act. 1976. if the transfer falls within the purview of the said Act.
25. That in case the intending Allottee(s) fails to take possession of Apartment even after delay of two months from the date of expiry Fit out Period his/her/their booking of apartment shall be treated as cancelled, without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% of cost of Apartment as per Company's terms and conditions.

Signature of the Applicant(s)

26. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained
27. That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
28. That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the intending allottee(s) from the date of hereof or date possession or deemed date of possession declared by the Builder, whichever is earlier.
29. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) @ ₹ 25/- per sq. ft to the Builder, 25% of which will take care of the security deposit for city lev maintenance development security.
30. That the intending Allottee(s) has/have to pay monthly Maintenance Charges @ ₹ 1.25 per sq. ft. to the Maintenance Body of the project nominated by the Builder. 15% of which will be for c level maintenance series payable to Builder/Nominee of the Builder for facility management of township.
31. That the rate for electricity and Power back up consumption charges and fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as prepaid system i the intending Allottee(s) to the Builder. Will be decided by the Builder.
32. That any type of encroachment/construction in the entire Complex including roads, roof etc. will not be allowed to the Apartment owner/association of the Apartment owners.
33. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc, for cleaning/ maintaining/ repairing of the pipes/ leakage / seepage in his/her/their apartment or any other Apartment.
34. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that money received from the intending all other (s) will be refunded in full, without interest.
35. It is hereby agreed understood and declared by and between the parties that a Sublease Deed shall be executed and registered in favor of the intending Allottee(s) after the Apartment has been finally constructed at the site after receipt of total sale considered and other charges agreed herein by the builder. The other connected expenses i.e. cost of stamp duty for registration the sublease deed/Registry registration charges/fee miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by intending Allottee(s). The intending Allottee(s) will be responsible and liable for paying under stamp duty deficiency in stamps, valuation of the Apartment for the stamp duty.
36. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNID/Local Bodies/State Govt. of U.P. and of the proposed Body corporate, association of the Buyers (as an when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment shall be sued for the purpose for which it is allotted.
37. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the saw apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in the Complex. to crowd the passages ro to use it for any illegal or immoral purpose.
38. That the apartment shall be used for activities as are permissible under the Law.
39. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom/hay other portion of the other Apartment caused due to his negligence or willful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/the malfunctioning or willful act.
40. That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their won cost against the fire, earthquake and The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
41. That the builder covenants with the intending Allottee (s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
42. That Builder shall get single point electric connection for the complex from the Paschimanchal Vidut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meter to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as opted by him/her/they at the time of booking (minimum 5KVA) @ ₹ 5,000/- per KVA.
43. That the Carbon Credit Benefit arisen, if any, in the Township can be redeemed by the Builder.
44. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meters system.
45. That the intending Allottee(s) can also avail additional power back-up facility (over 1 kva mandatory) and notify his/her/their requirements at the time of booking in application for. He/She/there will pay @ ₹ 20,000/- per KVA at the time of offer for possession for power back up installation charges. The intending Allottee(s) may kindly ensure to have given consent in writing at the time application as no request for power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of off for possession.
46. That the Car parking is available inside the Complex on payment basis and it shall be allotted to the Allottee(s) as per type opted by him/her/they in the application form, at the time of possession against charges. The Car/Scooters/two wheelers/cycle will be parked within the same parking space allotted to the intending Allottee(s). A separate Agreement for the allotment of the car paring will be executed between Builder and the intending Allottee(s) at the time of possession. One car parking subject to availability is mandatory. No car/vehicle paring is allowed inside the Complex except those, who have reserved the car parking space.
47. Further, if there is any service Tax, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the Builder as consequence of order from the Government/GNIDA/Statutory or other local authority(9s), shall pay the same. also, the intending Allottee(s). will be liable to ay his/her/their proportionate share.
48. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/financial institutions after mortgaging the land/apartment in the said Project/Complex, However, the sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
49. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the apartment and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. the Builder shall have the first lien and charge on the Apartment for all its dues the may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any apartment as the contractor of the intending Allottee(s) but on the other hand the builder is constructing the complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of sub lease deed.
50. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or reaching deemed possession of the said Apartment, , as the case may be or at any time thereafter have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
51. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered at letter/courier about subsequent change, if any, in his/her/their address. falling which all demand letters/notices and letters posted at the first registered address will deemed to have been received by the him/her/ them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
52. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to the appointed by the BUILDER the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on 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 gov 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 matter arising out of or touching and concerning this allotment.
53. That in case of NRI Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s)

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

Date.....

Place.....

Signature of the Applicant(s)