



**REGD. OFFICE : Pandit Harihar Prasad Dubey Marg, Betiahata, Gorakhpur  
Ph. No. 0551-2204641, Fax: 91-2202431, Cell No. 9415319484.**



# Ambeshwari Buildcon

3/4 Bedroom airconditioned condominiums

## APPLICATION FORM

Application Date	:	<input type="text"/> <input type="text"/> <input type="text"/>
Project Name	:	<input type="text"/>
Name of Applicant	:	<input type="text"/>
Father/Husband/Guardian's Name	:	<input type="text"/>
Date of Birth	:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Residential Status	:	Resident <input type="checkbox"/> No Resident <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/>
Correspondence Address	:	<input type="text"/>
City	:	<input type="text"/>
Telephone	:	<input type="text"/>
Mobile	:	<input type="text"/>
Permanent Account Number	:	<input type="text"/>
Co-Applicant (1)	:	<input type="text"/>
Father/Husband/Guardian's Name	:	<input type="text"/>
Date of Birth	:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Residential Status	:	Resident <input type="checkbox"/> No Resident <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/>
Permanent Account Number	:	<input type="text"/>
Co-Applicant (2)	:	<input type="text"/>
Father/Husband/Guardian's Name	:	<input type="text"/>
Date of Birth	:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Residential Status	:	Resident <input type="checkbox"/> No Resident <input type="checkbox"/> Foreign National of Indian Origin <input type="checkbox"/>
Permanent Account Number	:	<input type="text"/>
Property Type	:	Commercial/ Residential <input type="checkbox"/> Floor/Block/Tower <input type="checkbox"/> Unit No. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Payment	Down Payment	<input type="checkbox"/>	Const. Linked	<input type="checkbox"/>	Time Linked	<input type="checkbox"/>
Down Payment Rebate	<input type="checkbox"/> %					
Approximate Area	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Sq. Ft./ Sq. Yds./ Sq. Mtr.		
Basic Rate(Rs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Per Sq. Ft./ Sq. Yds./ Sq. Mtr		
Basic Price(Rs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Car Parking Space	Open <input type="checkbox"/>	Covered <input type="checkbox"/>	No. Of Parking <input type="checkbox"/>			
Car Parking Charge (Rs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Preferential Location	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Preferential Location Charges(Rs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Other Charges	As Per Price list attached					
Amount Paid at the time of booking	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Direct <input type="checkbox"/>	through Agent <input type="checkbox"/>					
Name of Agent	<input type="checkbox"/>					
Address	<input type="checkbox"/>					
	<input type="checkbox"/>					

## TERMS & CONDITIONS

### 1. TITLE

The units are being developed on freehold land owned by the Firm. The applicant has satisfied himself /herself after inspection of the documents about the ownership.

### 2. ALLOTMENT

- i) Allotment will be made on first come first serve basis.
- ii) The applicant shall be issued a registration letter on booking. Thereafter allotment shall be given on payment of allotment amount as per payment schedule
- iii) The final allotment shall be entirely at the discretion of the Firm Which has the right to reject any application without assigning any reason whatsoever.

### 3. LAYOUT & PLANS

- i) The Company reserves the right to alter the size of any flat as it thinks fit for more beneficial use of the area and the applicant will have no objection to it. The drawings, specifications etc. shown at the time of registration are tentative in nature and the firm reserves the right to modify the same. However, if due to any alteration/modification in the design, the total covered area of any allotted unit is reduced, the firm may reimburse the applicant in proportion to the reduced area and in case there is an increase in area the applicant shall pay to the Firm proportionately more for the increased area.
- ii) The applicant on allotment is deemed to have accepted the plans, designs, specifications which are tentative and agrees that firm may affect such variations, additions, alterations, deletions and modifications therein as deemed appropriate on its own or on instructions of any competent authority.

### 4. CORRESPONDENCE

- i) All Correspondence shall be made only to the sole /first applicant in case of joint applicants, at the address given in the application form unless any change is intimated through Registered AD letter.
- ii) All demands, notices, intimation, posted at the given address shall be deemed to be received by the allottee and the Firm shall not be responsible for any default and its consequences thereof.

## 5. MAINTENANCE

- i) For the purpose of maintenance and upkeep of common areas, facilities etc. The residents' shall form a Resident society.
- ii) Maintenance and upkeep of common areas and structures therein along with the facilities to be provided to the allotted shall be undertaken initially by the Firm till the time Residents' Society is formed.
- iii) A regular monthly maintenance charge to be decided by the society /Firm, which shall be liable to be revised from time to time.
- iv) Even after taking possession, if the allottee does not use the allotted unit. the monthly maintenance charges shall be payable by the allottee as per clause (iii) above.

## 6. CANCELLATION

If the Applicant / Allottee (s) wish to cancel the allotted unit (s) on his/her/their own accord or the unit (s) is/are cancelled by the Society/Firm for violation of any of the terms and conditions. the deposited amount paid by the allottee is refundable after deducting 10% of the total cost of the unit without any interest.

## 7. FINANCIAL

- i) The size of units indicated is inclusive of half of the area covered by common walls and full area covered by the independent wall of the unit.
- ii) All dues either of flat price or of and regular monthly maintenance charges must be paid as per the payment schedule on or before the 15th of respective months. In case of delay in payment of any dues whatsoever, interest @ 18% p.a. shall be charged for the delayed period from the due date. In case of non-payment of three consecutive instalments or more, the allotment will automatically stand cancelled without any information. In such case, the deposit amount is refundable after deducting 10% of the total price of the said unit, without any interest.
- iii) The specifications of units, hereby sold, are available on demand.
- iv) Charges/Security etc. for electricity/connections shall be payable based on the estimate furnished by Gorakhpur Electricity Supply Administration (GESA). The allottee, on demand, shall pay for the cost of external electrification, substation, transformers, bus-bar, cost of space for installation of equipment by electricity department/builder proportionately, based on the area allotted. Charges including sanctions payable to Uttar Pradesh Avas Eham Vikas Parishad or Nagar Nigam, Gorakhpur for sanitary/sewer malba and water charges shall be borne by the allottee on prorata basis.
- v) Responsibilities to pay all the dues shall be of the allottee and all joint holders as well as their heirs, successors, assigns, whatsoever who may claim interest on the property.
- vi) In addition to the price of the flat allottee shall pay the service tax and other taxes/duties levied on the firm in respect of transfer of the unit/flat.

## 8. DUTIES & TAXES

- i) All the expenses towards the Stamp Duty, Registration Charges etc. as applicable, shall be borne by allottee.
- ii) Rents/Duties/Taxes or any other charges payable to concerned authorities from time to time shall be borne by the allottee.
- iii) The rules and by-laws of Govt. Authorities and other statutory bodies in force at present or in future, will be binding on the allottee.

## 9. LOAN FACILITY

- i) In case the allottee wants to avail loan for purchase of unit applied for, the Firm shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the allottee only.
- ii) In case the allottee opts to pay the agreed price through loan as above and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Firm, as per schedule, shall be insured by the allottee, failing which he/she shall be governed by the provisions contained in clause 7 above.

## 10. COMMON AREAS

- i) The applicant will have no right in the top, terrace, roof of the top floor and the Firm will have a right to raise further construction on it at any time as its discretion.
- ii) The passages and the common spaces in the building shall be kept open and free from obstruction at all times and no right shall occur to the allottee over the common areas/spaces/terrace in the premises in any manner whatsoever.
- iii) The allottee shall not use the premises for any activity other than residence. The allottee can only put up any name or signboard, Neon sign, publicity or advertisement material on space allotted to him/her. The allottee shall also not change the colour scheme of the outer walls and painting of the exterior portion of the doors and windows etc. or carry out any change in the exterior elevation or design.

#### 11. POSSESSION

- i) Possession shall be given after three months of the receipt of the final instalment as applicable in Allotment letter, along with all other dues, service tax charges, fees, maintenance amount etc. and after execution of Sale Deed.
- ii) In case of Cash Down payment, possession shall be given only after the scheduled period as applicable at the time of booking and on receipt of the maintenance amount as well as any other tax fees/charges, if any outstanding on the due date of possession and after the registration of sale deed.
- iii) Delivery of possession is subject to force majeure clause.

#### 12. FORCE MAJEURE

Development of the premises is subject to force majeure clause which includes delay in completion of the scheme for any reason beyond the control of the Firm like non-availability of any building materials due to war or enemy action or natural calamities or any act of God. In case of delay in delivery of possession as a result of any notice, order, rule, notification or the Govt./Public or other Competent authority or any other reason whatsoever beyond the control of the Firm and any of the aforesaid events, the Firm shall be entitled to a reasonable extension of time.

#### 13. JURISDICTION

In case of any dispute arising out of this contract, it shall be referred to an arbitrator appointed by the Firm, whose decision shall be final and binding on both parties. The jurisdiction of court shall be at Gorakhpur. The firm means "AMBESHWARI DEVELOPERS".

#### 14. DECLARATION

I/We hereby declare that I/We have been explained everything relating to the above terms and conditions in the language known to me/us. I/we have satisfied my/our self after going through the title, deed of the Firm that it has a marketable title to transfer the property and I/we shall not raise any objection to the title of the Firm in future. Also I/We have agreed to abide by the rules and regulations of the Firm and shall pay further instalment of the sale price in the stipulated period.

Applicant(s)Signature(s)

(i).....

(ii).....

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**FOR OFFICE USE**

Booking Done By:

Direct

Through Agent

Full Booking Amount Received

Yes

No.

Name and Signature Of Manager Who has made entry in the system:

Dated..

Authorised Signatory..... Approved By.....