

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

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

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

With Regards

PROFORMA OF THE APPLICATION LETTER, ALLOTMENT LETTER, AGREEMENT FOR SALE AND THE CONVEYANCE DEED PROPOSED TO BE SIGNED WITH THE ALLOTTEES

**GIAURS**  
GUR OWN WORLD

Applications from the Booking of Apartment /Unit in \_\_\_\_\_ (Project)

To, \_\_\_\_\_ Apartment/Unit No. \_\_\_\_\_ Floor \_\_\_\_\_  
 No. \_\_\_\_\_ Block \_\_\_\_\_  
 Use of Apartment: Residential/Commercial  
 Part of a Township: Yes / No  
 (A Company Registered under The Company Act, 1956)  
 Corporate Office at GURUR PARK, Plot No. 1  
 Abhyrkhad-II, Indrapuram, Chail Road  
 Pin Code- 200010

Dear Sir,  
 We request to book above mentioned Apartment/Unit under \_\_\_\_\_ Payment Plan  
 We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by Bank Draft/Cheque No./A/c No. \_\_\_\_\_ as booking amount.  
 dated \_\_\_\_\_

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

The Applicant(s) acknowledge that the Company has provided all the information and clarifications as sought by the applicant(s) and the said Applicant(s) have relied on such information and clarifications for the purpose of applying for purchase of the said Apartment/Unit. The applicant(s) have neither relied upon nor been influenced by any architect's plans, advertisements, representations, promises, statements or estimates of any future developments, whether written or oral made by Company or by any selling agency/brokers or otherwise including but not limited to any information contained in the description or physical condition of the said project/said Apartment/Unit. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

The applicant(s) do agree to abide by all the terms and conditions asked down hereon and the ever terms of the Allotment Letter.

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

I. FOR CONTRACT APPLICANT

MP/State/NA \_\_\_\_\_  
 S/W/O of \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Profession/Service \_\_\_\_\_ Nationality \_\_\_\_\_  
 Residential Status: Resident ☐ Non-Resident ☐ Foreign National of India Origin ☐  
 Income Tax Permanent Account No. \_\_\_\_\_  
 Permanent Address \_\_\_\_\_  
 Correspondence Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_ E-mail ID \_\_\_\_\_  
 Designation, Office Name & Address \_\_\_\_\_  
 Official Phone No. \_\_\_\_\_ Official E-mail ID \_\_\_\_\_

Signature of the First Applicant

Signature of Co-Applicant(s)

**G U R S**  
GUR OWN WORLD

APPLICATION FORM

PROJECT NAME: \_\_\_\_\_

APARTMENT/UNIT NUMBER: \_\_\_\_\_

BLOCK: \_\_\_\_\_

2. SECOND APPLICANT (Co-Applicant)

Name: \_\_\_\_\_  
 S/P/D of: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
 Residential Status: Resident ☐ Non-Resident ☐ 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: \_\_\_\_\_  
 I/We \_\_\_\_\_ A partnership firm duly  
 registered under the Indian Partnership Act 1932, having its registered office at \_\_\_\_\_  
 Its partner authorized by its duly authorized signature \_\_\_\_\_ through \_\_\_\_\_  
 S/D/W/o \_\_\_\_\_  
 PAN/TIN: \_\_\_\_\_ Registration No.: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ The No.: \_\_\_\_\_  
 Email ID: \_\_\_\_\_  
 I/We \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its corporate  
 Identification no. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ S/D/W/o \_\_\_\_\_  
 Through its duly authorized signatory Shri/Smt. \_\_\_\_\_  
 Authorized by Board resolution dated \_\_\_\_\_  
 (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN  
 No.: \_\_\_\_\_ The No.: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ The No.: \_\_\_\_\_  
 Email ID: \_\_\_\_\_  
 DETAILS OF APARTMENT/UNIT  
 Apartment/Unit No. \_\_\_\_\_ on \_\_\_\_\_ Floor, Block \_\_\_\_\_  
 Type of Apartment/Unit \_\_\_\_\_ Residential ☐ Commercial ☐  
 Use of Apartment/Unit \_\_\_\_\_ Sq. ft. (Sq. ft. approx.)  
 Carpet Area of the Apartment/Unit \_\_\_\_\_ Sq. mtr. (Sq. mtr. approx.)  
 Total Area of the Apartment/Unit \_\_\_\_\_ Sq. mtr. (Sq. mtr. approx.)  
 As per specifications attached herewith is Annexure A.  
 SQ. MTR. = 10.764 SQ. FT.

Signature of the First Applicant

Signature of Co-Applicant(s)

6. COST OF APARTMENT/UNIT

Rs. \_\_\_\_\_ (In words)  
 The said facts are inclusive of certain charges/taxes mentioned hereunder:  
 Note: Payments to be made by A/c Payee Cheques/Demand Drafts in favor of "Company" payable at  
 Debit/Holder/Credit/Debited A/c payee cheque should be of Credit MCR or at par  
 PAYMENT PLAN \_\_\_\_\_ (Payment Plan in Annexure A)  
 A. I/We require the title connection for \_\_\_\_\_ KVA (Minimum 5 KVA/7.5 KVA/10 KVA/15 KVA for commercial unit)  
 B. I/We require power back-up of \_\_\_\_\_ KVA (Minimum 1 KVA/2 KVA/3 KVA/4 KVA/5 KVA for residential unit)  
 ready to pay the per unit charges of the power back-up (i.e. running of DG Set) which will be provided at the time of offer of  
 possession depending upon prevailing prices of fuel.  
 C. All the terms & conditions of agreement for electricity & power back-up shall be also applicable and binding.  
 D. The electrical installation/transformers/Con. Sets/E.S.S. equipment and cabling shall be designed with 60% down load (i.e. for  
 therefore for 10000 KVA load only 6000 KVA capacity shall be installed).  
 Paying Type: \_\_\_\_\_  
 Other Details: \_\_\_\_\_  
 1. Service Tax will be charged on \_\_\_\_\_  
 (a) Cost of Apartment/Unit as applicable i.e. Rs. \_\_\_\_\_ (Payable as per payment plan)  
 (b) Other charges as applicable i.e. Rs. \_\_\_\_\_ (Payable as per payment plan)  
 2. Value Added Tax Rs. \_\_\_\_\_ (Payable as per payment plan)  
 3. Total Cost including taxes Rs. \_\_\_\_\_ (In words)  
 4. I/We (Interest Free Maintenance Security) Rs. \_\_\_\_\_ (In words)  
 Note: 25% out of the total ITMS shall be transferred in the head of Township Maintenance Account. (Applicable if the project is the  
 part of a Township)  
 5. Monthly Maintenance Charges for 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)  
 6. Estimated Date for the Possession of Apartment / Unit \_\_\_\_\_ \* Grace Period of 6 months  
 7. In Case of Cancellation of Apartment/Unit, Refund to be made as details mentioned below:  
 a) Name: \_\_\_\_\_  
 b) Bank Name & Branch: \_\_\_\_\_  
 c) Account Number: \_\_\_\_\_  
 d) IFSC Code: \_\_\_\_\_  
 8. Any Other Remarks: \_\_\_\_\_

Signature of the First Applicant

Signature of Co-Applicant(s)

- (a) Acts of God (i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial disputes.
- (d) Non-availability of cement, steel or other construction material due to strikes of material suppliers, transportation or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandhs, 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 Agreement or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority/refuses, delays, withhold, denies the grant of necessary approvals for the said project/said building or if any suiters, losses relating to such approvals, permissions, notices, notifications, by the competent authorities/become subject matter of any suit/suits before a competent court or for any reason whatsoever.

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

Payment Plans :- These are the mode of payment towards the captioned building of Apartment/Units during mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges :- means the charges to be paid by the Abattores for the maintenance and upkeep of the project and for maintaining various services like maintenance, street lighting, clearing 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/Unit, applicable on monthly basis and payable in advance.

A.A.O. :- means an Association of the Apartment Owners which shall be duly formed by the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act, 2000.

Taxes :- shall mean any and all present and future taxes payable by the Company or the land going to be situated in Nature, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare fund, cess, stamp duty, cess, educational cess, GST 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 are provided by the Company.

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

Signature of the Devt. Applicant

Signature of Co-Applicant(s)

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

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

1. That 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 up-keeping and maintenance of the Township and the Project will be carried out by the Company or its nominee, 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 sports / club facilities going to be developed in the Township shall remain the property of the company / developer. The company reserves its rights to dispose of the same or run charge membership fee/usage 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 / to enclose these areas for development contribution to other developers in accordance with usage 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 by the Development Authority. The project will have apartment(s)/units of different sizes and dimensions in various blocks/therms and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, swimming pool with changing rooms, parking, public amenities, community, storage and commercial construction etc.
4. That the applicant(s) has/have seen all the documents of title and other relevant papers/documents etc. pertaining to the proposed Project and is/are duly 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 company's office of the Company. The above said constructed the area (if any) and in accordance with the structural drawings of the building hence as it does not have the same columns, so the actual construction shall not be compared with the above, they, who that the final figure in building and other items of said above that shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this booking application.

Note: The request for any change in construction/specification of any type in the apartment/Unit will not be entertained.

5. That the apartment/Unit shall be sold as an independent apartment/Unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of the Uttar Pradesh Apartment Act, 2000. 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 agreement, agreement for supply of electrical energy, agreement for power backup etc. have to be executed with intimation of allotment.

6. 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/Development 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 building nos. of the apartment/units in proportionate to the population density. There will be additional purchasable FAR, comparable FAR and green Building FAR etc. will be permissible from time to time as per the Authority's regulations. The company can make any type of change in layout/reversion/design/allocation in open spaces area or parking space etc. as and when required and deemed fit by the company and by signing this application and terms & conditions, at 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.

7. That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2000 will be submitted by the company as prescribed, consent of the allottee(s) shall be required for any amendment/change and the allottee(s) will have to fulfill the same. That the allottee(s)/owner(s) will provide undertaking under Section 30(b) of the Uttar Pradesh Apartment Act, 2000, Terms & as and when required.

8. That the consideration is for the area of the said apartment/Unit which will be sold/subsided, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, unpaid apartment/Units, dues for common use and recreational facilities, common shopping spaces, spaces for public amenities, service apartment, community, club, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common area will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets without prior notice above. 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 person(s)/company(ies)/institution, whenever

Signature of the Devt. Applicant

Signature of Co-Applicant(s)



9. That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Designated 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 Designated Authority concerned shall not be considered Deliberate delay on part of the Company.
10. That sum of ten percent (10%) of the cost of the apartment/unit is the Earnest money for the booking of the apartment/unit in case the applicant(s) decide not to continue with same, would 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 you a welcome letter having indication of duration in which it will be necessary to execute the allotment. No further extension 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 the application letter the execution of allotment shall be considered in applicant(s).
14. That the schedule of payment/installment mentioned in the pattern has been duly explained to the applicant(s) who shall be responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the Company and that cannot be claimed as right or any duty obligations towards the Company.
15. That the installments of payment will run as opted 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) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the consumer portal on Company's website. Timely payment is the main essence of the booking, and in case of delay interest @ 9.5% per annum shall be charged for the delayed period. In case of two regular installments remain unpaid the booking/allotment shall be treated as cancelled and 50% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after refocusing of the apartment/unit and after receiving the sum of refundable amount from the new buyer. As the company's promoter/owner will be the deponent amount for the development and construction of the project.
16. That the applicant(s) co-applicant(s) if any will have equal share in the apartment/unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed loans. Similarly in case where any dispute arises between the applicant's booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only thereafter 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 procedure described above for the refund the consent of all applicants with respect to the share shall be necessary.
17. That the Company/promoter may realize the concerned apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as relocation charges. The said relocation charges shall be calculated on the prevailing rates at the time of relocation.
- Note: Timely payment being the main essence of the booking, any delay in payment due to any reason whatsoever, may if be sanctioned by the bank or any other reasons shall be the sole responsibility of the applicant(s). It shall be always their that if availed 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 loan to the Government or Authority concerned shall not be refunded.
18. That the applicant(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/cost/damage or any other payment on account of such visit.
19. That in case of reference of allotment letter, in particular agreement, permission to mortgage of any other document is required and requested by the applicant(s)/allottee(s) or Bank/Financial Institution, the Developer has sole right to refuse or reject the reference. The reference at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, an administrative charge and shall be payable by the allottee(s).
20. That any alteration / modification in 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 terrace/balconies. There will be no extra charges/claim by the Company about 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/unit will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the 7th Oct 2016 to 30th Oct 2016. It has been expected that if the final touch to an apartment/unit has been given and the possession delays at the applicant(s) do not proceed with the said final touch apartment/unit get deteriorate with the span of time. Therefore the concept of final touch has been adopted and being applied. The final touch will take 20 to 30 days for an individual apartment/unit and the contract(s) may get their final installation done in the time/there convenience, if desired so.
- Note: 1) Permission in the contract (deed) shall be as per the specific clauses (Annexure A).
22. That it is, throughly clear to the applicant(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NOC/IES from the company. Penalties of completion certificate shall not be the reason to hold the deed.
23. That the proposed project is comprised of many blocks. As soon as the completion certificate 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) (in the authority's 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 and when it will be offered, shall not be deemed on 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 delayed on any ground whatsoever. The date given in the application form is an assessment 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 holiday in banking on the possession of Apartment/Unit beyond the 21 day period of 6 months from the estimated date of possession due to any emergency which is within the capital of the Company, the Company will pay to the allottee(s) an interest @ 9.5% per annum over the deposit amount of cost of the Apartment/Unit excluding the Loans and other charges provided that all the installments of apartment/unit were received on time, any subject of interest to the payment with interest shall not be considered as payment on time. In case the allottee(s) do not proceed with possession of apartment, the penalty of Rs. 100/- per square foot per month of the Carpet Area of the Apartment/Unit shall be applicable and payable by the allottee(s) the said period shall commence from the date of expiry of 21-day 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) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other data 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 Loans 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 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. 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 part of the deed and shall be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/pending by the Authority, it shall be deemed as issued provided in the by laws. 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 2010 Chapter II (Clause 4B), from the date of offer for possession. The defect liability shall be related to the defect in construction (i.e. structural) however, as (100%) in plaster masonry work up in doors and windows shall not be considered as defects. Defect liability shall not cover (i.e. exclude) situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items such as which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the final contract has/have made in final changes for the interior of the apartment/unit 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)

31. In case the applicant(s)/owner(s) surrender /cancel the booking /advance at any stage due to any reason what so ever than 25 % of the cost shall be forfeited balance (if any) shall be refunded without interest.
32. That the Sale deed/ Sub lease deed of the apartment/unit shall be executed and registered only after completing the construction, after receipt of local assessment and other charges. The other connected expenses/charges (i.e. cost of Stamp Duty, registration charges/fees, advertisement expenses and advocate's fees/charges, stamp fee and charges shall be borne and paid by the applicant(s) and nobody will be responsible and liable for paying deficiency in stamp duty /stamp fee as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the subsequent letter, amendment or putting speed and agreement for maintenance, electricity and power back-up etc. shall also be paid and borne by the applicant(s).
33. That until a Sale deed/ Sub lease deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the applicant(s) shall not give any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing apartments/units as a cost centre on the other hand, Company is constructing the project as its own premises. The Company shall bear the cost and charges over the apartments/units for all its duties and payable to the Company.
34. That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sub-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 @ Rs. .... per sq. mt. of the total area of the apartment/unit + service etc.
35. 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 Sub Possession deed.
36. 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 or U.P. or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt., Govt. of India and of the Association of Apartment Owners (in and when the AAO formed and then as prescribed by said Company) and shall be responsible for all violations, violations or breach of any of the conditions of law/systems or rules and regulations.
37. That in a group housing /multi-storied building the deck/space /balcony /terrace /storage space is necessary to avoid discomfort /hazard. Therefore the company/owner has prepared a detailed plan wherein the parking spaces shall be allotted with specific numbers in determined parking space for specific apartments/unit. The said parking space is to be provided in a multi-level parking, the allocation is subject to the terms and conditions mentioned therein.
38. That the basement spaces as per the permissible usage can also be utilized for (a) parking for (b) storage for domestic storage spaces etc.
39. That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/units through pre-paid systems. The Electricity Connection shall be provided for the property, as opted in this application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
40. That the power back-up facility can be availed as opted in this application, no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up, (including of DG set) shall be subject to the prevailing rates of fuel at the time of possession.
41. That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs. The details are attached with Electricity Supply Agreement. The rates for Electricity and power backup consumption including the fixed charges payable in case of minimum/non-usage of electricity and power back-up will be decided by the UPDCC/authority.
42. That it is hereby agreed, understood and declared that the Company only take construction/renovation/loan for construction of the above said Project from the banks/financial institutions after meeting the land/apartment or unit of the said Project. However, the sale/deed have been 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.
43. That if there any Service Tax, Trade Tax, VAT, CEST, and additional taxes, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company in consequences of Court order /Government/ Development

Signature of the First Applicant

Signature of Co-Applcants

- Authority/Statutory or other local authority (not of our) the applicant(s) shall be liable to pay the/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 applicant(s) hereby agree for payment of the same and all taxes, duties and levies imposed and keep harmonized to the Company.
44. That the non-refundable balance Free Maintenance Security (FMS) is payable to the Company. As per the terms of the Apartment/Unit, the monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parts, paint, security and security etc. (falling under the common use and for the common areas of the project).
45. That the 25% amount of the balance Free Maintenance Security (FMS) shall be deposited in the head of Township Maintenance and 75% of the Maintenance Charges collected from the Apartment/Unit shall be transferred and paid for the Township Maintenance. The Maintenance Charges from the apartment/unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favor of the Company or its nominee in the head of Township Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Township Maintenance Charges. The Township Maintenance Charges may be collected separately by the Company if required so. (This clause is not applicable where the project is not the part of a Township).
46. That the remaining amount of FMS after deducting the securities offered by the company/owner(s) for the electricity connection, water and sewer connections etc. will be handed over to AAO (Association of Apartment Owners) at the time of handing over the maintenance and common areas of the project.
47. Note: NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of apartment/unit by the apartment/owner otherwise the subsequent buyer will not be allowed.
48. That the apartment/unit shall be used only for the purpose for which it has been shown in the approved plan, the purpose which may be for the use of public or not permissible under the law shall not be allowed. Any type of construction/extension in the entire Project including shops, godowns, roof etc. shall not be allowed for the apartment/owner or associations of apartment/units owners. They shall not be permitted to conduct of vegetable, bangles, bangles and common carriers etc. in particular floor/flat/occupied by the same party. Any extension in the building and additional color schemes of exposed walls or verandah, bangles or any external wall or both (fence of external door and windows of apartment/units, signboards, publicity or advertisement material outside the apartment/unit, or any other in the common area shall not be permitted. Any type of change inside the apartment/unit which may result of likely to cause damage to the safety, stability of the structure shall not be permitted as there is a hidden RCC column and RCC beam supporting whole structure therefore no change is allowed.
49. Note: For the commercial use the sign board/postage and advertisement material can be displayed at the designated place demarcated by the company.
50. 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, corridors, passages, parks, underground and overhead water tanks, firefighting equipment, 3 phase motor rooms, single point distribution system with all facilities, Com-sets, security gates with intercom, lift rooms at terrace and other areas falling under the common area.
51. Note: All the unused spaces and areas which are not falling the part of common area shall continue to be the property of the company and all rights are reserved with the company for the said areas.
52. That if there is a provision of solar lighting/supply in the project provided by any third party, the payments of both, of unit consumptions of the solar energy equivalent to the rates of UPCL/DEL, shall be payable by the AAO/Maintenance agency to the said third party on monthly basis.
53. That if the Green Building /AEI has been awarded for the project in which case the AAO/Maintenance agency shall always comply with and maintain all the provisions of Green Building/GIA conditions.
54. That the contents of each Apartment/Unit along with the connected structural parts of the building will be insured by the owner(s) individually or collectively through society against the fire, earthquake etc. All the charges for such insurance shall be borne by the owner(s) or the AAO. The Company after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure.
55. That it shall be the responsibility of applicant(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the applicant(s) and the Company shall not be responsible for any default.

Signature of the First Applicant

Signature of Co-Applcants

