





APPLICATION FORM
for Allotment of Flats



APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT PROJECT- "UPVANA, GANAPTI WORLD" PROPOSED TO BE DEVELOPED AS PER THE TERMS AND CONDITIONS OF THE "MINISTRY OF HOUSING & URBAN AFFAIRS (MoHUA)", GOVERNMENT OF INDIA.

To,

Ganpati Infrastructure Development Company Limited (GIDCO)

94 Old Vijay Nagar Colony, Near Vijay Nagar Police Station,
Agra - 282 004

Dear Sir,

I/We the undersigned request that an apartment may be allotted to me/us in the project named as "SAMRIDDHI COMFORT HOMES" proposed to be developed at Ganpati Smart City, Sikandra, Agra as approved by Agra Development Authority, Agra under the policies & frameworks by The Ministry of Housing & Urban Affairs, Govt. of India.

I/We further agree to sign and execute any necessary agreement, as and when desired by the company on the company's standard format. I/We, in the meantime sign the salient terms and conditions attached to this application form.

Sole Applicant

Co Applicant, if any

Signature

Signature

My/Our particulars are as under :-

1. Sole Applicant Name :
Son/Wife/Daughter of :
Permanent Address
..... Pin Code
Communication Address Pin Code
E-mail Nationality
Telephone No Mobile No.
Residential Status : Resident Indian / Non-Resident Indian / Others
PAN No. AADHAR No.

2. Co Applicant (if any) Name :
Son/Wife/Daughter of :
Permanent Address
..... Pin Code
Communication Address Pin Code
E-mail Nationality
Telephone No Mobile No.
Residential Status : Resident Indian / Non-Resident Indian / Others
PAN No. AADHAR No.

Sole Applicant

Co Applicant, if any

Signature

Signature



Tick (✓) whichever applicable (min. two category)

Particulars			
2 BHK TOWER Saleable Area: 835 Sq. Ft.		Two Bedrooms with Drawing cum Dining, Kitchen, Two Toilets, Balcony	
Cost of the Flat			
<input type="checkbox"/>	Category 1	Ground Floor to Third Floor	22,75,375.00
<input type="checkbox"/>	Category 2	Fourth Floor to Sixth Floor	21,50,125.00
<input type="checkbox"/>	Category 3	Seventh Floor to Ninth Floor	20,24,875.00

Electricity Charges ₹ 35,000/- Mandatory

Sole Applicant

Signature

Co Applicant, if any

Signature

PAYMENT TERMS

1. At the time of booking	15%
2. On completion of foundation	20%
3. On completion of 3rd floor roof casting	15%
4. On completion of 6th floor roof casting	15%
5. On completion of Top floor roof casting	15%
6. On completion of flooring (floor wise)	15%
7. On notice of possession	5% + Additional Charges

GST 1% as applicable

Sole Applicant

Signature

Co Applicant, if any

Signature



I/We hereby remit a sum of Rs. (Rupees in words)

only.) through cheque/D.D./RTGS No. Bank Name
Dated Drawn on towards the booking amount of
the category of 2 BHK 3 BHK flat having Saleable
Area (in sq. ft.)

(All Cheque / Drafts to be made in favour of "GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)" payable at Agra)

I/We am/are submitting the following documents along with this application:-

1. Self attested copy of address proof (Ration Card / Aadhar Card / Voter ID / Passport / Driving License).
2. Self attested copy of PAN Card / Form 60 of the applicant(s).

I/We further declare that in case Cheque / DD submitted along with the application form towards booking amount gets dishonored due to any reason whatsoever, my/our application shall be treated as non-submitted at all and I/We shall not be entitled to participate for allotment of apartments.

I/We undersigned do hereby declare that above mentioned particulars/information given by me/us are true and correct.

Sole Applicant

Co Applicant, if any

Signature

Signature

(FOR OFFICE USE ONLY)

1. Name of the Sole Applicant:

2. Name of the Co-Applicant (if any):.....

3. Type of the Apartment: **Category**

4. Cost of the Apartment:

5. Details of Payment: Ch/DD /RTGS: **Dated**

For Rs.

Drawn on

6. PAN No. **Phone No.**

Sole Applicant

Co Applicant, if any

Signature

Signature

TERMS AND CONDITIONS FOR APPLICATION OF RESIDENTIAL UNIT

A. BOOKING & ALLOTMENT

1. For allotment of a Residential Unit, the applicant has to submit his / her application on the prescribed form indicating the location, Size & type of Unit required. The application is to be accompanied with the Booking Amount, as per the Payment plan, by an account payee Cheque or Demand Draft favouring "GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)" payable at Agra.
2. The applicant has made this application with full knowledge of the fact that this application as well as the allotment and purchase of the flat/unit is subject to various eligibility criteria and restrictive covenants prescribed by the competent authority under the said Policy. The applicant represents and warrants that he/she fully meets all the eligibility criteria and undertakes to abide by all the terms and conditions applicable to the allotment and purchase of the said flat/unit under the said Policy.

B. PAYMENTS

3. The timely payment of installments as indicated in the Payment Plan is the essence of the Scheme. If any installment is not paid as per the Payment Plan, the Company will charge interest @ 15% p.a. on the delayed payment for the period of delay. However if the same remains in arrears for more than two consecutive installments as per the Payment Plan, the allotment will automatically stand cancelled without any further intimation to the allottee and the allottee will have no lien on the Unit. In such case, 10% of the Total Basic Sales Price will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding two installments by charging interest @ 15% per annum and restore the allotment incase it has not been allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.
4. In Case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, at the sole discretion of the Company. Though, in such case, 10% of the total basic sales price, will be forfeited and the balance, if any, refunded without any interest.
5. The installment and installments listed under the payment plan become payable on demand irrespective of the serial order in which they are listed.
6. The applicant may obtain finance from any financial institution/bank or any other source for purchase of the flat/unit. The applicant's obligation to purchase the flat/unit pursuant to this application form shall not be contingent on the applicant's ability or competency to obtain such financing, and the applicant will remain bound under this application form and/or Letter of Allotment whether or not the applicant has been able to obtain financing for the purchase of the said flat/unit. Further, any refusal/delay by any bank/financial institution in granting financial assistance and/or disbursement of loan or any subsequent installment on any ground whatsoever, shall not entitle the applicant to use it as an excuse for delaying or defaulting in making the payment of installment(s) which have fallen due and any such delay or default in making the payment of installment(s) as per the payment plan, shall make the applicant liable to pay the stipulated interest @ 15% p.a.

Sole Applicant

Co Applicant, if any

Signature

Signature

C. CONSTRUCTION / COMPLETION OF UNITS

7. The specifications for the units are shown in the Brochure and in Application Form as well. Any additional better specifications for individual Unit requested for, by the Allottee well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company.
8. The Drawings shown in the Brochure are subject to changes by the Architect/Company before or during the course of construction, without any objection or claim from the allottee. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, Sanitary work, Joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geyser, etc.). The Unit shall, in particular, comprise of specifications as mentioned in the Brochure.
 - a. Expenditure on the provision of common Satellite TV system including cabling, piped gas system or any other common facility provided by the Company shall be proportionately borne by the allottees.
 - b. If common generator lines or any other power back-up system is provided within the Residential Units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up systems to the units shall be proportionately borne by the allottee over and above the general maintenance charges.

D. MAINTENANCE

9. The maintenance, upkeep, repairs, security, landscaping and other common services etc of the project shall be managed by the company or their nominees. The applicant(s)/allottee(s) of the unit shall pay, as & when demanded, the maintenance charges including interest free maintenance security deposit (IFMS). Monthly Maintenance Charges (MMC) for maintaining and up keeping the said project and the various services therein as may be determined by the company or the maintenance agency or the nominees appointed by the company for this purpose. Any delay in the payment will render the applicant(s) liable to pay interest @ 24% per annum. Nonpayment of any charges in the time specified shall also disentitle the applicant(s) allottee(s) which may even lead to cancellation of ownership of the allottee(s) over the unit allotted to him/her.
10. Referring to clause 9 Monthly Maintenance Charges (MMC) will be charged by the company/or their nominees on monthly basis. These charges refer to recurring payments of the said project **SAMRIDDHI COMFORT HOMES**.
11. The company/or their nominees shall be entitled to charge all such maintenance charges as referred in clause 7 from the allottee(s) who have not taken the possession of the unit allotted to them but the certificate of possession has been issued to them by the company
12. The applicant agrees to strictly comply with the code of conduct that may be determined by the maintenance agency for occupation and use of the said flat/unit and such other conditions as the maintenance agency may deem fit and proper from time to time which may include, but not limited to usage of the flat/unit, operation hours of various maintenance services, general compliances for occupants of the flat/unit, regulation as to entry/exit of the visitors, invitees, guests, security, parking etc. The applicant understands that the code of conduct as may be specified by the maintenance agency is always subject to change by maintenance agency.

E. TERMS OF SANCTIONING AUTHORITY

13. All taxes or charges, fresh or revised, present or future, on land or building levied by any authority, from the date of booking shall be borne and paid by the allottee.
14. The Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, Sewer, storm water drains. Roads, electricity outside the complex to be connected to the internal services are to be provided by Development Authority.

Sole Applicant

Co Applicant, if any

Signature

Signature

F. POSSESSION

15. All charges, expenses, Stamp Duty, Registration Fees etc toward Sale Deed, including documentation will be borne by the allottee. If the Company incurs any expenditure towards the Registration of the unit, same will be reimbursed by the allottee to the Company. In case the stamp Duty or other charges payable by the allottee to the authorities at the time of registration, is discounted due to the reason of prior payment of some / all charges by the Company, such discount availed by the allottee shall be reimbursed to the Company prior to Registration.
16. The physical possession of the Unit will be given within a period of 24 months plus/minus 6 months from the date of Agreement / date of launching / start of construction of the respective building block, whichever is later, subject to force majeure terms and condition to be more fully described in the Allotment Letter/Agreement. However, in the event of delay of the project, the company shall be liable to pay penalty charges of Rs. 5/- per SqFt. Per month to the allottee.
17. In the event of delay of the project, the penalty charges will be calculated on the basis of delay in the time period of delivery of the project. In case if the installments of the payment of the Residential Unit is not received by the allottee according to the scheduled time period mentioned in the construction link payment plan, then, the time period of delay will be granted as an extension in the delivery period of the project and the penalty charges shall be calculated accordingly.
18. The allottee shall get exclusive possession and title of the proportionate share of the land and of the built up area of his Unit through a Sale Deed. The allottee shall have no right, interest or title in the remaining part of the complex such as club, Parking, Park, Temple etc except the right of ingress and egress in the common approach roads. These and the Land for other common facilities shall remain the property of the Company. The right of usage of Complex Facilities is subject to observance by allottee of Covenants herein and up to date payments of all dues and the allottee abiding by all the terms and conditions for uses of common areas as may be stipulated by Company or the maintenance agency, as may be informed by the Company.
19. The allottee(s) would be liable to pay holding charges @5/- per sq. ft. per month of super area, if the allottee(s) fails to take possession of the unit within 30 days from the date of issuance of the notice of possession.
20. The sizes given in plan are *tentative* and can be modified due to technical and other reasons e.g. change in position or design of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustments arising out of area variations.
21. In case a particular *Unit* is omitted due to change in the plan or the Company is unable to hand over the same to the allottee for any reason beyond its control, the Company shall offer an alternate unit of the same type and in the event of non-acceptability by the allottee or nonavailability of alternate Unit, the Company shall be responsible to refund only the actual amount received from the allottee till then and will not be liable to pay any damage or interest to the allottee whatsoever. In case any preferentially located Unit ceases to be so located the Company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further to that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee.
22. The allottee after taking possession of the Unit shall have no claim against the Company in respect of *any item* of work in the unit, which may be said not to have been carried out for non-compliance of any design, specifications, building materials or *any other reason whatsoever*.

Sole Applicant

Signature

Co Applicant, if any

Signature

G. GENERAL TERMS AND CONDITIONS

23. The Company shall endeavour to address and resolve all or any enquiries/complaints/disputes arising out of or relating to or concerning the request/concerns/deficiency of service on part of any Company Employee/Application/Letter of Allotment /Conveyance Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties within reasonable time to raising of /enquiry/concerns/dispute to the Head, Customer Care Department or his nominee. If the concerns are not properly addressed even upto 90 days, and all efforts failing, the same shall be referred to arbitration. The said time period is to be contingent on the applicant's co-operation.

24. Notwithstanding anything contained herein, the applicant hereby unconditionally authorizes and permits the Company to raise finance/loan from any financial institution/bank/lender/financier, including by way of equity dilution/assignment, creation of mortgage/charge/claims on or in relation to the said flat/unit and/or the Colony, provided that the said flat/unit shall be free from any encumbrance at the time of execution of Conveyance Deed for the said flat/unit in favour of the applicant.

25. The address of the allottee given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demands, letters etc posted at the given address shall be deemed to have been received by the allottee.

26. Allottee may undertake internal alterations/expansions in his Unit, if so permissible under Law, only under intimation to the Company. The allottee shall not be allowed to effect, any of the following changes/alterations :

- Changes which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent Units. Incase damage is caused to an adjacent Unit or common area the allottee will get the same repaired
- Changes that may affect the facade of the Unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of the balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- Making encroachments on the common spaces in the complex.

27. The allottee shall not use or allow to be used, the Unit for any non-residential purpose or any activity that may cause any nuisance to other allottees in the complex.

28. The development of the premises is subject to force major clause, which includes delay for any reason beyond the control of the Company, like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession of any notice, order, rule. Notification of the Government/ Court of Law/Public/ Competent Authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non availability of materials at reasonable cost including those materials mentioned in the Specification Sheet, the Company will be entitled to use alternative /substitute materials without any claim from the allottee.

29. In case of NRI Person of Indian Origin Resident Abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing from time to time, shall be the responsibility of the allottee.

Sole Applicant

Signature

Co Applicant, if any

Signature

30. The amounts paid by the allottee to the Company to the extent of 10% of the Basic Sales Price of the Unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
31. The allottee has fully satisfied himself/ herself about the interest of the Company in the said land on which the Unit is being constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or objection by the allottee in this respect.
32. The allottee agrees and undertakes that he shall, on taking possession of the Unit or before, have no right to object to the company constructing or continuing to construct other buildings adjoining the said Residential Unit. The allottee agrees that in case at any stage further construction in the Complex/ Adjacent Unit without any objection or claim from the allottee.
33. All charges payable to various departments for obtaining service connections to the Residential Unit like electricity, telephone, water etc. including security deposits for sanction and release of such connection as well as informal charges pertaining thereto, will be payable by the allottee.
34. In case of joint application, the Company may, at its discretion, without any claim from any person, deem correspondence with any one of the joint allottees sufficient for its record.
35. For all intents and purposes, I, singular includes Plural and masculine includes feminine.
36. In case of any dispute between the co-allottee, the decision from a Competent Court having its jurisdiction shall be honored by the Company.
37. The Courts at Agra alone shall have jurisdiction for adjudication of all matters arising out or in connection with this Agreement.
38. Investor or Allotment Advise/ Letter holder will have **NO RIGHT OF ANY TYPE WHATSOEVER** **TYPE IT MAY BE** till the Complete balance Payment of Allotment Advice/Letter of the aforesaid allotted Unit is PAID to **GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO)**

Declaration:

I/We have fully read and understand the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of Indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Letter of Allotment which shall to the extent of any inconsistency supersede the terms and conditions set out in this application.

Sole Applicant

Co Applicant, if any

Signature

Signature



ACKNOWLEDGMENT SLIP (Office Copy)

Received an Application from Mr. /Mrs./Ms. (Sole Applicant)

S/D/W/o Mr. R/o

..... PAN

for booking of a Residential Unit in Category of 2 BHK/3 BHK

with PLC Non PLC along with Demand Draft / Cheque No

amounting to Rs. (in words)

drawn on on account of earnest money.

Date For Ganpati Infrastructure Development Company Limited (GIDCO)

(Director)



ACKNOWLEDGMENT SLIP (Customer Copy)

Received an Application from Mr. /Mrs./Ms. (Sole Applicant)

S/D/W/o Mr. R/o

..... PAN

for booking of a Residential Unit in Category of 2 BHK/3 BHK

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Date For Ganpati Infrastructure Development Company Limited (GIDCO)

(Director)