



SAMRIDHI REALTY HOMES PVT. LTD.

Corporate & Registered Office

438, Jagriti Enclave, New Delhi - 110092, India

Site Office:

Plot No. GH09D, Techzone IV, G. Noida, U.P.

Ph: +91-11-22145552

info.samridhi@samridhirealty.com • www.samridhigroup.co.in

Promoter Registration Number : UPRERAPRM573

Project Registration Number: UPRERAPRJ2634

Website of UP RERA: www.up-rera.in



APPLICATION FORM



SAMRIDHI GRAND AVENUE

2 & 3 BHK LUXURY APARTMENTS
YOUR OWN KINGDOM

TECHZONE-IV, GREATER NOIDA (WEST)



(APPLICATION FORM FOR BOOKING OF RESIDENTIAL UNIT)

Application No. _____

Date _____

To,

SAMRIDHI REALTY HOMES PVT. LTD.

438, Jagriti Enclave

New Delhi. 110092

Dear Sir,

I/We, the undersigned ['Applicant(s)'] request you to register my/our expression of interest for booking a residential/dwelling Unit as per details given below, in the housing project being 'SAMRIDHI GRAND AVENUE' proposed to be developed by Samridhi Realty Homes Pvt. Ltd. ('Company') at Plot No. DV-GH 09D, Sector-Techzone-IV, Greater Noida having following payment plans:

Possession Linked Plan Subvention Plan

Construction Linked Payment Plan Special Payment Plan

I/We remit herewith a sum of Rs (Rupees

.....only) by Bank Draft/Cheque No./UTR No.....
dated.....as booking amount.

I/We acknowledge that the Company has provided all the information and clarifications as sought by the me / us, and I/We are satisfied with the same. I/we have relied on my/our own judgment and conducted inquiry before deciding to register our expression of interest for booking of the said Unit.

I/We agree that in the event of the Company agrees to provisionally allot a Unit, I/We agree to pay further installment of consideration for sub-lease and all other dues as indicated and / or stipulated in this Application form and as per the Payment Plan explained by the Company and understood by me/us.

I/We agree and understand that this application does not constitute an Agreement to Lease/Sub-Lease and I/We do not become entitled to the provisional and/or final allotment of the Unit notwithstanding the fact that the Company has issued a receipt in acknowledgement of the money tendered with this Application Form. I/We further understand that it is only after the signing and execution of the Builder Buyer Agreement on the Company's standard format, duly perused by me that allotment shall become final and binding. I/We have also gone through the standard terms and conditions of the Builder Buyer Agreement which I undertake to sign as and when called upon by the Company and I/We say that I/We have no objection to any of the terms so stipulated therein.

I/We acknowledge that the Company has provided all the information and clarifications as sought by the me / us, and I/We are satisfied with the same. I/we have relied on my/our own judgment and conducted inquiry before deciding to register our expression of interest for booking of the said Unit.

I/We have not relied upon nor is/are influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/ brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said project/said Unit. I understand that application and the terms of the Builder Buyer Agreement are complete and self-contained in all respects and no oral or any written representation or statements shall be considered constituting part of this Application Form.

I/We do agree to abide by all the terms and conditions including terms and conditions relating to payment of consideration for sub-lease and other charges, forfeiture of money as indicated in this Application Form and so stipulated in Builder Buyer Agreement.

Signature of First Applicant

Signature of Second Applicant

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

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....
 S/W/D 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 Nos Mobile No. Fax No.....
 E-mail ID
 Office Name & Address
 Designation Official Phone No
 Official E-mail ID

2. SECOND APPLICANT/CO-APPLICANT

Mr./Mrs./Ms.....
 S/W/D 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 Nos Mobile No. Fax No.....
 E-mail ID
 Office Name & Address
 Designation Official Phone No
 Official E-mail ID Relation With First Applicant

OR

PARTNERSHIP FIRM

3. M/s.....
 A partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized Firm Resolution
 thereby authorizing Shri/Smt.....
 S/D/W/o Shri/Smt.....
 (Copy of the resolution signed by all Partners required). PAN/TIN.....

Signature of First Applicant

Signature of Second Applicant

Registration No.....
 Telephone Nos.....
 Fax Nos..... Email ID.....

OR

CORPORATE ENTITY

4. M/s..... a Company registered under the Companies
 Act, 1956/2013 having its corporate identification No..... and registered office at.....
 through its duly authorized signatory.....
 Shri/Smt.....
 S/D/W/o Shri/Smt.....

..... authorized vide Board Resolution dated

(Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN No..... Telephone Nos.....
 Fax Nos..... Email ID.....

5. DETAIL OF UNIT

Unit No..... Tower..... Floor.....
 Super Built-up Area Sq. Ft..... Sq. mt., Carpet Area Sq. Ft..... Sq. Mt.....
 Lawn Area..... Attached Terrace.....

6. COST OF UNIT

S.No.	Particular	Cost Per Sq. Ft.	Total Cost
A.	Basic Sale Price		
Less:	Broker Discount		
	GST Discount		
	Any Other Discount		
B.	BSP (After Discount)		
Add:	Preferential Location Charges ('PLC')		
1	Park Facing		
2	Road Facing		
3	Corner		
4	Greenbelt		
C.	Net Cost After Discount		
Add:	Dual Meter Charges		
D.	Total Cost		
Add	GST		
E.	Total Cost Inclusive of GST		
Add	IFMS		
F.	Grand Total		

Signature of First Applicant

Signature of Second Applicant

Note:

- 1.) Payments to be made by A/c Payee Cheque(s) , Demand Draft(s) in favour of "SAMRIDHI REALTY HOMES PRIVATE LIMITED" and Online mode through RTGS/NEFT .
(Demand Draft payable at Delhi/Noida/Ghaziabad, A/c payee Cheque should be of Delhi NCR or at par).
- 2.) Power back up charges for up to 01KVA is free of cost, thereafter charges for additional load @ Rs. 25000/- per KVA shall be applicable payable;
- 3.) The maximum power back up can be opted upto 5KVA, provided the load available with the builder.
- 4.) Per Unit charges of power back-up (i.e running of DG set) which will be decided at the time of offer of possession depending upon prevailing price of fuel.
- 5.) GST and any other prevailing taxes and any other levies , duties, taxes as applicable shall be payable additionally;
- 6.) In case of Cancellation of Unit , Refund to be made as details mentioned below:
 - a.) Applicant's name :
 - b.) Bank Name & Branch :
 - c.) Account Number :
 - d.) IFSC Code :
- 7.) Any other remark:
- 8.) DECLARATION :

I/We the Applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to me that this application form is not an allotment and does not constitute any right in the said Unit. I/we shall be considered as intending Allottee(s) only.

Date : _____
Place : _____

Yours Faithfully

Signature of First Applicant

Signature of Second Applicant

FOR OFFICE USE ONLY

Receiving Officer Name.....

Signature..... Date.....

1. Type of Unit..... Unit No..... Floor.....

2. Parking.....

3. Total price payable for the Unit Rs.....

4. Payment Plan.....

5. Payment received Vide Cheque/DD/Pay order No/RTGS UTR No..... Dated.....

Drawn on..... for Rs..... (Rupees.....)

6. Provisional Booking Receipt No..... Dated.....

7. Booking: Direct Through Sales Organiser

8. Sale Organizer's Name & Address, Stamp with Signature:.....

9. Any Other Remarks:.....

10. Check List for Receiving Officer:

- a.) Booking Amount cheques/drafts
- b.) Customer's signature on all pages of the application form
- c.) Photograph of the Applicant(s)
- d.) PAN No. & Copy of PAN Card/Undertaking Form No. 60
- e.) For Companies: Memorandum & Article of Association and certified copy of Board Resolution;
- f.) For partnership firms: photocopy of Firm Registration and Partnership deed;
- g.) For foreign Nationals of Indian origin : Passport Photocopy/Funds from NRE/FCNR A/C
- h.) For NRI : Copy of Passport & Payment through NRE/NRO A/c
- i.) For Hindu Undivided Family (HUF): Authority Letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF

Sales Organizer

Received By

Checked By

VP/President (Sales)

Authorise Signatory

Signature

Signature

Signature

Signature

Signature

Signature of First Applicant

Signature of Second Applicant

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR UNIT AT SAMRIDHI GRAND AVENUE.

The terms and conditions given below are merely indicative and are more comprehensively set out in the Builder Buyer Agreement, which upon execution, this application form and any other documents shall stand cancelled and shall supersede all previous documents. The Applicant(s) shall sign all the pages of this application in token of the applicant(s)'s acceptance of the same:-

Definitions & Interpretations For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender. Further in this Application, the following words and expressions, when capitalized, shall have the meaning assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meanings.

"Allottee": In relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent (as per RERA ACT, 2016)

"Applicant" means persons(s), applying for allotment of the said Unit, whose particulars are set out in this Application Form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

"Application Form" means whole of this Application Form including payment plan, annexure, schedules, terms and conditions for provisional booking of the said unit in the proposed projects;

"Builder Buyer Agreement" means Agreement confirming the booking of the Unit by the Company containing standard terms and conditions to be executed between the Company and Allottee(s).

"RERA ACT, 2016" : Real Estate Regulatory Act, 2016.

AREA

a) **Area of land**:- Total Area of land over which the -project is going to be constructed.

b) **Super Built-up Area**:- Means the covered area of the said Unit including Polly Line Area, the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts etc. and half the area of common walls with other premises/Units which form integral part of said Unit and common are as shall mean all such parts/are as in the entire said project which the applicant(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, mummies, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc, if provided.

c) **Polly Line Area**:- All constructed area of an Unit with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.

d) **Carpet Area**: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment (as per RERA Act, 2016)

e) **Common Areas mean**-

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

f) **Independent Area**:- Means the Areas which have been declared but not included as common areas for joint use of Units and maybe sold by the company/promoter without the interference of other Unit owners.

g) **Limited Common Area and Facilities**:- Means those areas and facilities which are designated in writing by the promoter before or at the time of Allotment, sublease or other transfer of any units as reserved for use of a Particular certain Unit or Units to the exclusion of the other Units.

"Cost of Unit" means consideration amount for sub-lease of Unit inclusive of other charges as mentioned in Clause 6 "Cost of Unit" of the Application Form.

"Company" means "SAMRIDHI REALTY HOMES PVT. LTD.," a company registered under The Companies Act 1956 having its registered office at 438, Jagriti Enclave, New Delhi-110092.

"CREDAI" means Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the Unit / Unit buyers and developers. It also has a cross check over the developers according to its code of conduct.

"Earnest Money" means the money paid the applicant before the confirmation of the booking i.e before signing of Builder Buyer Agreement. However, such earnest money shall be limited to a maximum of 10% of the total cost of Unit;

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

- 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 dispute.

d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to non-supply or delay in supplying of road, electricity, sewer and water supply up to the boundary walls of said project by the GNIDA/Authority Concerned.

e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion

f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Application; or

g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

h) Any other event or circumstances analogous to the foregoing.

"Land Details": The Greater Noida Industrial Development Authority invited bids under its scheme code BRS-03/2010 for allotment of various plots, including Plot No. GH-09, Sector- Techzone-IV, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot.

M/s Amrapali Dream Valley Private Limited was the successful bidder for Plot No. GH-09, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 354298 square metres, The Allotment letter/bid document/brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90(Ninety) years from the date of its execution.

The Greater Noida Industrial Development Authority as a Lessor vide Lease Deed dated 25-02-2011 duly registered with the sub registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in book no. 1 Jild No. 8049 Page No. 1 to 30 document No. 3267 demised the said plot for a period of 90 years from the date of its execution in favour of M/s Amrapali Dream Valley Private Limited (herein after referred to as the Lease Deed) on terms and conditions contained therein.

M/s Amrapali Dream Valley Private Limited as Lessee executed a Sub-Lease Deed dated 17-06-2013 in favour of M/s Samridhi Realty Homes Pvt. Ltd and as per the Layout Plan, allotted Group Housing Plot No. DV-GH 09D, Sector - Techzone-IV, Area 27989.00 Sq. Mtr which is now being developed by M/s Samridhi Realty Homes Pvt. Ltd. The said sub lease deed is duly registered vide Registration No. 14744 of 2013 Book No. 1

"Layout and Plans" means the Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular Unit.

"Payment Plans" means the mode of payment towards the captioned booking of Unit having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

"Project" The group housing project proposed to be developed by the Company on Group Housing Plot No. DV-GH 09D, Sector-Techzone-IV, Greater Noida (West).

"Maintenance Charges": means the charges to be paid by the applicant(s) for the maintenance and up keep of the Said Project as stipulated / decided by the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Unit, payable on monthly basis or as prescribed in the maintenance Agreement to be executed as and when called upon by the Company.

"Project/Scheme": means Samridhi Grand Avenue proposed to be constructed at Plot No. GH-09D, Tec zone-IV, Greater Noida (West).

"RWA" :means the Resident Welfare Association, an Association of the Unit owners which shall be duly formed as per The Uttar Pradesh Unit(Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amendment there to.

"Taxes" mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Unit/Said Project.

"Transmission" means transfer of rights and ownership of property due to death, mental incapacity, sale under execution, order of court, or other act of law, sale for arrears of taxes or on a settlement or any legal succession in case of intestacy.

"Interest (as defined in RERA Act, 2016)" : means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation:- For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the Allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Signature of First Applicant

Signature of Second Applicant

Signature of First Applicant

Signature of Second Applicant

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING OF RESIDENTIAL UNIT IN "SAMRIDHI GRAND AVENUE" GROUP HOUSING PLOT NO. DV-GH 09D OF GH-09, SECTOR-TECHZONE-IV, GREATER NOIDA (WEST) ARE OF INDICATIVE NATURE WITH A VIEW TO ACQUAINT THE APPLICANT(S) WITH THE TERMS AND CONDITIONS AS SET OUT IN THE BUILDER BUYER AGREEMENT / SUB-LEASE DEED WHICH UPON EXECUTION SHALL SUPERSEDE THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION FORM.

1 NATURE OF BOOKING.

- 1.1 This is an application for provisional booking for a Residential Unit mentioned overleaf in the project being developed by Samridhi Realty Homes Private Limited.
- 1.2 This provisional booking does not convey in favour of Applicant any right, title or interest of whatsoever nature unless and until required documents such as BBA /sale deed/Sub lease deed are executed.
- 1.3 This provisional booking shall be confirmed only when the Applicant shall pay 10% of the Total Cost of the Residential Unit along with the applicable GST and a BUILDER BUYER AGREEMENT is executed with the Company. If the Applicant fails to pay this stipulated amount within time, the application for provisional booking shall be cancelled by the Company without the prior consent of the Client.
2. That the building plans of proposed project have been duly submitted / sanctioned by Greater Noida Industrial Development Authority (GNIDA). The project will have Units of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parking and spaces for public amenities, community, clubs, storage and commercial constructions etc.
3. That the Applicant(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company in respect of the aforesaid Project. The drawing and plans of the Project has been displayed at the site office of the Project & the registered / corporate office of the Company. The show flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with any photo or image taken or shown by any means does not have any meaning. The specifications of actual construction are duly specified in the builder buyer Agreement to be executed later which shall be final and binding on the both parties.

..... (Signature)

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

4. That as per the Layout Plan it is envisaged that the unit on all the floors shall be sold as an independent Unit with importable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the Unit. It is clarified that only the intending Allottee(s) of the Unit of a particular floor/ block will have an undivided interest in limited common facilities for dwelling units of individual floor/ block. (Limited Common Areas and Facilities for Units mean those common areas which have been reserved by the Company for the use of certain unit or units to the exclusion of other units). And also an undivided interest in the General Common Areas and facilities of the Project.
5. That the Applicant(s) is / are aware of and has / have knowledge that the building plans are tentative and agree that the Company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the Company by an order or direction by the Government /GNIDA or any other local authority or body having jurisdictions.
6. That the permissible FAR shall be as per the prevailing Building Bye laws of the GNIDA which comprises of limited nos. of the Units/ flats in proportionate to the population density. There after additional purchasable FAR, compoundable FAR and Green Building FAR etc. shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of change in layout / elevation / design / alteration in open spaces areas etc. as and when required and deemed fit by the Company and by signing this application and terms & conditions, it shall be presumed all time consent of the Applicant(s) for all which has been stated herein.
7. That the consideration is for the total area of the said Unit which will be sub-leased, which is known a "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats / Units, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service Unit, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the Company, who will have right and the authority to charge membership or such other form of charges for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochures, maps or any other documents has been calculated on non plastered brick wall to brick wall basis. The Company can sublease the vacant Unit (s) or the complete Block of the Unit (s) as a whole or in part to one or more person (s)/ Company (ies)/institution (s) whosoever.
8. That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNIDA/ Authority Concerned up to the boundary of said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facility on the part of the GNIDA/ Authority Concerned shall not be considered the delay on part of the Company.
9. That the Applicant(s), after depositing 10% amount of the cost of Unit, within thirty days from the date of this Application Form, have to execute the Builder Buyer Agreement on the Company's standard format and deposit the next installment as per payment plan and it is only there after that the Applicant(s) shall be treated/ referred to as the Allottee(s).

..... (Signature)

Note: In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s) or bank/ financial institution for any reason, the Company has sole right to either reissue them or reject the application of reissuance. If / When ever they are reissued by the Company, the same shall attract a minimum fee of Rs. 10000/- Plus CST as applicable every time, as administrative charges and shall be payable by the applicant(s).

10. That the Applicant(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of Builder Buyer Agreement or at such other time as and when called upon by the Company. The set of all these documents are available in a printed format and soft copy.

Signature of First Applicant

Signature of Second Applicant

11. The Applicant(s) agrees and undertakes to additionally pay External Development Charges, Club Charges, Firefighting Charges, advance maintenance charges and all other such charges as are mentioned in payment plan.
12. That the schedule of payment / installment mentioned in the price list has been duly explained to the Applicant(s). The receipt of the payment on time shall be the responsibility of the applicant(s). It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant as per the schedule of payments or obligations to be performed by the Applicant and that same shall not be claimed as a right by the intending Allottee(s) / applicant(s) or duty/obligations towards the Company.
13. That the applicant(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Applicant(s) or any family member accompanying Applicant(s).
14. That the Applicant(s) & co-applicant (if any) will have equal share in the 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 a loan. Similarly in a divorce case or where a dispute arises between the applicant(s) inter-se, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern, if any. The above stated circumstances, if so occur, will not alter the obligation of the Applicant(s)/ or their legal heirs, as the case may be, in making payment of the consideration towards the Unit as per the payment plan.
15. That the installments of payment of the Unit will be due at the intervals as per prescribed payment plan(s) mentioned in the Buyers Buyer Agreement and opted in the application form.

It is agrees and understood by the Applicant(s) that the payment of due installment, first of all shall be adjusted towards the interest due or any other dues, if any and thereafter the remaining amount shall be adjusted in the principal amount due.

There will be a grace period for fifteen days from the due date of payment and in case the delay exceeds by more than fifteen days then there will be no grace period and interest @ 9% p.a shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 9% p. a whichever is higher.

..... (Signature)

Note: Timely payment being the main essence of the booking and any delay in making payment, due to any reason whatsoever including non-sanction of loan from Bank or any other reasons shall be the sole responsibility of the applicant(s).

16. That any alternation / modification as the Company deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the super built-up area of the Unit including terrace/ balconies, there will be no extra charge/ claim by the Company also the applicant(s) shall not be entitled for any refund. However any major alternation/ modification resulting in more than $\pm 3\%$ in super built-up area, including terrace/balconies of the Unit, any time prior to and upon the possession of the Unit the Company will intimate to the Applicant (s) in writing about the changes thereof and the change in the enhanced cost of Unit. The applicant(s) agrees to pay that amount to the Company. The applicant(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the applicant(s) doesn't give consent and objects for such change the allotment shall be cancelled and the Company will refund the entire money received from the applicant (s) without any deduction and with simple interest @ 9% per annum on the amount paid by the applicant. No other claim of the applicant (s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than $\pm 3\%$ change in the super built - up area of the Unit, including terrace/ balconies, then the demand or refund shall be applicable for the entire area e.g., : for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.
17. **Cancellation of Provisional Booking/Booking by the Company without prior permission:**
 - 17.1 If the payment is not received from the Applicant (s) / Intended Allottee(s) (which include Legal Heirs) within stipulated period or in the event of breach of any terms & condition of this Application Form by the Applicant (s)/intended Allottee (s).
 - 17.2 If the Applicant(s)/Intended Allottee (s) fails to execute Builder Buyer Agreement within 30 days of signing of this Application Form.
 - 17.3 If the Applicant(s) / Intended Allottee (s) doesnot agree with any of the term and conditions mentioned in the Builder Buyer Agreement, maintenance agreement, parking allotment ,agreement for supply of electricity, agreement for power back up etc. or the content therein as per clause No. 10.
 - 17.4 If the Applicant (s) /intended Allottee does not fulfill any of these terms/condition and/or those of Allotment Letter/Builder Buyer Agreement by the Applicant (s) or if inability is expressed by the Applicant to perform his/her part of this contract.
 - 17.5 In case the Applicant (s)/intended Allottee does not give consent and objects for change/Alteration as per Clause No.16.
 - 17.6 If there is delay in taking possession by the Applicant(s)/intended allottee(s) beyond one month (including extended period of 1 month) after the expiry of fit out period as per section 25(b).
 - 17.7 In case the Applicant (s)/intended Allottee wishes to get his/her/their provisional Booking/allotment cancelled due to any reason whatsoever.
18. **Deduction in case of cancellation:**
 - 18.1 In case of cancellation before execution of BBA
Total application amount paid by the Applicant(s)/intended allottee(s) subject to maximum of 10% of total unit cost, shall be forfeited by the Company and balance, if any, after adjustment of overdue interest and other dues shall be refunded within 45 days of date of cancellation.
 - 18.2 In case of cancellation after execution of BBA
 - Before Offer of possession : 10 % of total unit cost , shall be forfeited by the Company as "earnest money" and balance , if any, after adjustment of overdue interest and other due shall be refunded to the Applicant(s)/intended Allottee within 45 days of date of cancellation.
 - After Offer of possession : The builder shall forfeit 25% of total cost of Unit and balance , if any, after adjustment of overdue interest and other due shall be refunded within 45 days of date of cancellation without any interest. No other claim shall be entertained.

Signature of First Applicant

Signature of Second Applicant

18.3 Exception for deduction

If cancellation is made as per clause No. 17.5. In such case the Company will refund the entire money received from the applicant(s)/intended allottee(s) without any deduction and with Simple interest @ 9% per annum on the amount paid by the Applicant. No other claim of the Applicant shall be considered in this regard.

..... (Signature)

Note:

- i) The Applicant agree and understands that the period of 45 days is a period which is required for processing the refund of the Applicant(s) and the same is in no way unreasonable. Further the Applicant (s) agrees and undertakes not to challenge the period of 45 days on any account including claiming the same as unreasonable.
 - ii) In case of Bank Loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicants.
19. In case the project is abandoned for any reason beyond the control of the Company, or otherwise if the Company decides to abandon the project, the amount paid by the Applicant(s) will be refunded without any interest within reasonable time of it being abandoned and the Applicant(s) undertakes not claim any further amount in any form whatsoever.
20. The Company shall endeavor to complete the construction of the Unit on or before the due date as per the Builder buyer Agreement subject to timely payment of the installments and other charges as and when due by the Applicant(s) in terms of the schedule of payment chosen by the Applicant (s) and also subject to the force majeure reasons so specified in this Application Form. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the Company or in case the Applicant(s) is/are in breach of their payment obligations.
21. That the proposed Project Samridhi Grand Avenue comprises of many Blocks. As soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the Company after applying for the completion certificate of particular Block to the authority concerned, will offer the possession of the Unit in that Block to the applicant(s). The construction of remaining Blocks will be on going. It can take further time till the completion. The Applicant(s) undertakes to take possession of his/her/their Unit as and when it will be offered to the Applicant(s) and the applicant(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby agreed and understood by the Applicant(s) that the completion certificate in part could also be applied for a particular Block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the applicant.
22. That it is agreed and understood by the Applicants that the date given in this application form for completion of construction of Unit is an assessment only and construction could be completed earlier to that as well. In the event the construction gets completed prior to the date mentioned in the booking application form then the applicant(s) shall not refuse for taking the possession on any ground whatsoever.
23. That a written intimation for completion of project (herein after referred as 'Offer of Possession') will be sent to the Allottee(s) and a "Fit-out-Period" of one month will commence from the date of the Offer of Possession. The said "Fit-out-Period" is in order to facilitate the Allottee (s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will be taking physical possession of the Unit after complying with necessary formalities viz, obtaining NOC from the Accounts Department of Company, registration of sub lease deed/agreement for sale etc. The installation of sanitary-ware, wash basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit-out-Period" only, which will take around 20 to 25 days for an individual Unit and Allottee(s) may get these final installation done in his/her/their own presence, if desired.
24. That after having complied with the above-mentioned clause and after taking possession of Unit the Allottee(s) shall have no claim against the Company as regards quality of work, material, pending installation, area of Unit or any other ground whatsoever. Further, the Company after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc, of the structure.
25. **Penalty of Delay in possession:**
- If the Company / Promoter is unable to give offer of possession of an unit on or before the agreed date of offer of Possession in term of Allotment Letter cum Agreement for Sale then in case the Company / Promoter shall pay interest @ 9% per annum on the amount received for the delayed period, till the offer of Possession is issued to the Allottee.
 - If the buyer/Allottee defaults in making payments on time to the builder then in case the buyer/Allottee shall pay interest @ 9% per annum on the amount received for the delayed period, till the offer of Possession is issued to the Allottee.
26. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the 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 i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
27. **Defect Liability Period:** That there will be defect liability period of Five years as per Real Estate(Regulation and Development) Act, 2016, from the date of Offer for Possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry and general wear and tear shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of 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.
- Disclaimer:** If Allottee of the Unit makes any type of change in the interior of the services from the third party to upgrade the Unit and if due to that any defect arises then the said defect liability shall be restricted to structure only.
28. It is hereby agreed understood and declared that the Sub lease Deed/Registry of the Unit shall be executed and registered in favor of applicant(s) after the Unit has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed/ Registry, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the applicant(s). The Applicant(s) will be responsible and liable for paying stamp duty/penalty/interest as per the Stamp Act. Any the stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

Signature of First Applicant

Signature of Second Applicant

29. That until a Sub Lease Deed/Agreement to Sale is executed and registered, the Company shall continue to be owner of the Unit, and the execution of BBA shall not give any title to the applicant even though all payments have been received by the Company. It is further clarified that the Company is not constructing a Unit as a contractor to the Applicant(s). On the other hand Company is constructing the project on its own as a promoter, the sub lease deed will be affected after the actual construction/finishing of the Unit and by way of an execution of Sub lease Deed. The Company shall have first lien and charge over the Unit for all its dues that may/become due and payable by the Allottee to the Company.
30. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the applicant(s) from the date of possession or deemed date of possession declared by the Company, whichever is earlier.
31. That the Allottee(s) after possession shall comply with all the mandatory requirements and compliances as RERA norms, the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission / any other rules and regulations by State of U.P or any other competent authority. That the applicant(s) shall abide by all laws, rules and regulations of the GNIDA / local authority / State Govt. / Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Unit. The Unit shall be used for the residential purpose.
32. That the parking will be available inside the project, as per the type opted by the applicant(s) in this Application Form. The car/vehicle shall be parked with in the same parking space allotted to the intending Allottee(s). One parking, either Open or Covered, is mandatory. The Company reserves its rights to all of the un-allotted parking spaces in future even after handing over the maintenance of the said Project to the Resident's Welfare Associations of the Project. The R.W.A or owners/Allottee(s)/occupiers/Applicants(s) of the Units shall not have any right over the un-allotted parking spaces. No vehicle will be allowed inside the project except those who have reserved the car parking space.
33. That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
34. That single point electric connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the applicant(s) through pre-paid systems. The applicant(s) will get the Electrical Connection for the capacity, as opted for him/her/them in the application and also according to all other Terms & Conditions as per the electricity supply agreement.
35. That the applicant(s) can also avail Power back-up facility as opted by him/her/them in this Application Form. The Applicant(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DC Set) shall be subject to the prevailing rates of fuel at the time of possession.
- Note: Any request for reducing the electrical and power back-upload shall not be entertained and no refund shall be made thereon, the said load(s) will always be final as once opted in this booking application.
36. That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/Unit of the said Project to which the Applicant(s) has no objection.
37. That the rate for Electricity and Power backup consumption charges including the fixed charges, Unit Charges, regulatory charges, taxes and duties. However the line losses @ 8% of the unit charges 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 by the Applicant(s) 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 diesel/gas etc. and will increase/decrease along with the cost of these inputs. Details will be as per the 'Electricity Supply Agreement' to be executed with the Allottee.
38. That if there is any G.S.T, and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. assessed and the attributable to the Company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the applicant(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded. In future if the appropriate authorities impose any tax due to this transaction then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
39. That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, unit charges, regulatory charges, taxes and duties.
40. In case the Company decides for any reason whatsoever, to continue the project under a different name other than 'Samridhi Grand Avenue', then the Applicant (s) undertakes not to raise any objection whatsoever for the reason of such change in name.
41. The Applicant(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the said Project / said Complex may be handed over to the Maintenance Agency. The Applicant(s) agrees to enter in to a Maintenance Agreement with the Company or the Maintenance Agency appointed by the Company, as the case may be, for maintenance and up keep of the said complex(including common area and facilities) and undertakes to pay the maintenance bills/ charges thereof.
42. The company reserves the right to change, modify, amend and impose additional conditions in the Maintenance Agreement at the time of its final execution. The maintenance charge shall become applicable / payable after thirty days from the date of Offer of Possession, irrespective of whether physical possession has been taken or not. Further the monthly maintenance charge on Super Build-up Area / Saleable Area basis along with club usage charge shall be payable in advance, by the Applicant(s) to the Company/ Maintenance Agency for a period of 24 (Twenty Four) Months only and upon the expiry of the said period of 24 months the same shall be payable by the applicant(s) on a monthly basis.
43. The Maintenance Charges shall be more elaborately described in the maintenance Agreement, however the same shall not include the charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, concierge charges etc which shall be charged on monthly basis on actual consumption / usage and also does not include any statutory payments / taxes with regard to said complex / building / Unit. The Maintenances charges will be calculated on the basis of actual cost of maintenance services + 25% as overhead cost / Service Charges.
- The Maintenance Charges with respect to said Apartment will be computed as under:
(Total Cost of Maintenance Service/Total Super Build-up Area of all Units X Super Area of the said Unit).
44. The Applicant(s) shall pay and clear all dues at the time of offer of possession. That an interest free maintenance security deposit @ Rs 25/- per sq. ft. of the saleable area and Sinking Fund @ Rs 20/- per sq. ft. of the saleable area shall be paid by the Applicant(s) to the Company before possession.

..... (Signature)

Signature of First Applicant

Signature of Second Applicant

Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of Unit by the Unit owner otherwise the subsequent buyer will not be allowed.

45. That the transfer of unit / units shall be allowed after making 40% payment by the main applicant and all dues should have been cleared at the time of transfer. Transfer charges will be Rs. 100 per Sq. Ft.

..... (Signature)

Note: Conditions mentioned in this clause are not applicable in case of transmission of Unit/Units.

46. That the Unit shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment / construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the Unit's owners or associations of Unit's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor / floors occupied by the same party. Any alteration in elevation and out side color scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Unit, signboard, publicity or advertisement material outside the Unit or any were in the common areas shall not be permitted. Any type of change inside the Unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.
47. That at the time of handing over the maintenance of the project to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift room sat terrace and other area falling under the common area will be handed over to the RWA.

..... (Signature)

Note: All the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the Company and all right are reserved with the Company for the said areas.

48. That the contents of each Unit along with the connected structural part of the building shall be insured by the applicant(s) at his/her/their own cost against the fire, earthquake etc. the Company after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the structure. The applicant(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
49. That it shall be the responsibility of intending applicant(s) to inform the Company by Registered A/D letter about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address is not intimated) shall be deemed to have been receiving by the intending applicant(s) and the Company shall not be responsible for any default.
50. That in the event of any dispute whatsoever arising or connected with the booking / allotment of the said Unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P and then the UP RERA AUTHORITY. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad / Noida (U.P) / Delhi India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s) / modification(s) shall govern the arbitration proceedings there of for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this application.
51. In case of NRI applicant(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the applicant(s).

I/we have fully read and under stood the terms and conditions mentioned herein above, terms and conditions of the Sub-Lease Deed dated 17.06.2013 executed in favour of the Company and terms and conditions of the Scheme Code BRS-03/2010 and I agree that all shall be binding over me/us. It is clear to me/us that for any change in layout of the project if my/our written consent is required as per law then I/We hereby give consent that the Company can make any type of change in layout/elevation/ design, coverage area, common area, limited common area besides alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

I/We have fully aware and understood that application form is a provisional allotment/Booking Form and it will be cancelled and supersede upon execution of Builder Buyer Agreement.