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RATAN PEARLS

2 / 3 BHK LUXURY APARTMENTS - GURGAON (W)

APPLICATION BOOKLET





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RATAN PEARLS

2 / 3 BHK APARTMENT • Gr. NOIDA (W)



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Application form for booking for Residential Apartment

To,

M/S RATAN BUILDTECH PVT. LTD.

Plot No. GH-01D, Sector – 16,
Greater Noida (West), G.B Nagar, UP.

Project Name : Ratan Pearls

Apartment No.

Floor :

Block :

Dear Sir,

I/We request to Book a Residential Apartment in "Ratan Pearls" at Plot No. GH-01D, Sector – 16, Greater Noida (West), G.B Nagar, UP.

Under Payment Plan.

I/We remit herewith a sum of Rs.....
(Rupees.....only) by Bank Draft/Cheque
No./UTR No..... dated drawn on as
booking amount.

In the event of M/s Ratan Buildtech Pvt. Ltd. (hereinafter called the "Company") to book an apartment, the applicant(s) agree to pay further installment of consideration for sub lease and all other dues as stipulated in this application form as per the Payment Plan explained by the company and understood by applicant(s).

The applicant(s) have clearly understood that this application does not constitute and Agreement to lease and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company has issued a receipt in acknowledgment of the money tendered with this application. It is only after the signing and execution of the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions lay down therein, that allotment shall become final and binding.

The Applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same/ I/We applicant has also relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment. The applicant(s) has neither relied upon nor is influenced by any architect's plans, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by the Company or by any selling agents/brokers or otherwise including but not limited to any representation relating to the description or physical condition of the said project/said apartment. 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 including relating to payment of consideration for sub lease and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter.

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

1. **SOLE OR FIRST APPLICANT**

Mr./Mrs./Ms

S/W/D of

Date of Birth Profession/Service Nationality

Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign National of India Origin

Income Tax Permanent Account No.

Permanent Address

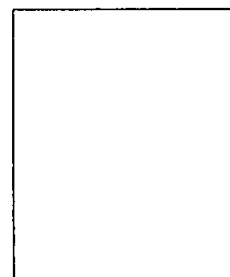
Correspondence Address.....

Telephone Nos. Mobile No.

Fax No.....E-mail ID

Designation, Office Name & Address

Official Phone No.....Official E-mail ID



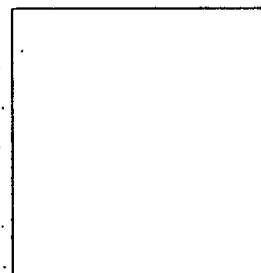
Signature of the First Applicant

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Signature of the Co-Applicant(s)

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
 Designation, Office Name & Address



Official Phone No. Official E-mail ID

Relation with first applicant

3. M/s
 A partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by along with firm resolution Shri/Smt. S/D/W/o, Shri/Smt.
 (Copy of the resolution signed by all Partners required). PAN/TIN: Registration No.
 Telephone Nos. Fax Nos.
 Email ID

OR

4. M/s a Company registered under the Companies Act, 1956, having its corporate identification no. and having its registered office at Through its duly authorized signatory Shri. S/D/W/o, Shri/Smt.
 Authorized by 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. DETAILS OF APARTMENT

Apartment No. on Floor, Block Type of Apartment
 Super Built-up Area* Sq. Ft. (..... Sq. Mtr.) approx.
 Poly Line area i.e. RCC Slab area of the apartment Sq. Ft. (..... Sq. Mtr.) approx.
 Common Area with the apartment Sq. Ft. (..... Sq. Mtr.) approx.
 Carpet Area with the apartment Sq. Ft. (..... Sq. Mtr.) approx.
 Extra area with the apartment Sq. Ft. (..... Sq. Mtr.) approx.

As per the specifications attached herewith, in the proposed Group Housing Project known as "Ratan Pearls" at Plot No. GH-01D, Sector - 16, Greater Noida (West) UP. for a basic cost of Rs./-

(Rupees only)

+ Service Tax of Rs./- (Rupees only) payable

as per payment plan mentioned in price list. The said rates are exclusive of certain charges mentioned hereinafter.

*Remarks for the Ground Space/Extra Area

Signature of the First Applicant

Signature of the Co-Applicant(s)



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* The company will execute the sub-lease of super built-up area for the apartment. The Super Built-up area comprises of the polyline (P Line) area of the apartment (i.e., the area of the R.C.C. slab of said apartment including walls, columns, beams, cupboards, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e., the area/code area comprises of corridors, lifts, stairs case, entrance, entrance lobby at ground and basement, overhead water tanks, machine rooms, muntles, garbage room etc.) and the proportionate common area of the project which includes indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed area which are not separately charged.

The following are not included in the Super Built-up Area: -

Under Ground Sump. Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to Sky Swimming pools, Open Sports Facilities, Weather Sheds, In accessible flower beds, common open to sky terraces, and void like etc.

1SQ.MTR – 10.764 SQ.FT.

6. **COST OF APARTMENT**

Rs.

(In words.....)

Note: Payments to be made by A/C Payee Cheque(s), Demand Draft(s) in Favor of "M/s Ratan Buildtech Pvt. Ltd" (Demand draft payable at DELHI/NOIDA/GHAZIABAD, A/c payee cheque should be of DELHI & NCR or at par)

7. **PAYMENT PLAN**

8. I/We require electrical connection forKVA (Minimum 3 KVA for 2 BHK & 5 KVA for 3 BHK)

9. I/We require power back-up ofKVA (Minimum and I/We am/are ready to pay the per unit charges of the power back-up (i.e., running of DG set or any other medium opted by the Company) which will be decided at the time of offer of possession depending upon prevailing prices of fuel.

- All the terms & condition of agreement for electricity & power back-up shall be also applicable and binding.
- The electrical installation/ transformers/ Gen. Sets / E.S.S. equipment and cabling shall be designed with 60% diversity factor thereof for 10000KVA load only 6000 KVA Capacity shall be installed.

10. Parking Type: Stilt/Podium ☐ Big Basement (mechanical car parking) ☐

11. Service tax * will be applicable on

(a) Basic Cost Rs. (payable as per payment plan)

(b) Other charges Rs. (payable as per payment plan)

* Service tax is subject to change as per Government Rules.

12. Final Cost Rs. (In words)

13. IFMS (Interest Free Maintenance Security) @ Rs. 25/- per sq. ft. for Sq. ft. area i.e. Rs.
(In words Only)

14. Monthly Maintenance Charges shall be decided at the time of possession based on prevailing cost of maintenance.

15. Date for the Possession of apartment will be _____ months from the date of excavation.

16. Any Other Remark

17. **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/us that this application form is not an allotment and does not constitute any right in the said apartment. I/We shall be considered as intending allottee(s) only.

DATE:

PLACE :

Yours faithfully

Signature of the First Applicant

Signature of the Co-Applicant(s)



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FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name Signature Date

1. Type of Apartment Tower No. Floor

2. Parking Type : Parking will be provided in Basement. Space no. shall be allotted at the time of possession of the flat/apartment.

Total price payable for the Apartment Rs.

3. PAYMENT PLAN :

DOWN PAYMENT PLAN ☐ FLEXI PAYMENT PLAN ☐ CLP ☐ PLP ☐ SPP ☐

4. Payment received vide Cheque /DD/Pay order No. Dated

Drawn on for Rs.

(Rupees)

5. Provisional Booking Receipt No. Dated

6. BOOKING: DIRECT ☐ THROUGH SALES ORGANISER ☐

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

8. Any Other Remarks:

9. Check List for Receiving Officer:

- (a) Booking Amount cheques/drafts
- (b) Customer's signature on all pages of the application form
- (c) Photographs of the applicant(s)
- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60
- (e) For Companies: Memorandum & Articles 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

Sales Department

Accounts Department

Director

Signature

Signature

Signature

Signature

Signature of the First Applicant

Signature of the Co-Applicant(s)



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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.

Welcome Note :- Ratan Buildtech Pvt. Ltd. Welcomes all its aspirants to a unique lifestyle that will provide them with the luxury of spacious spaces mental peace and will cherish a dream come true.

Interpretation of some indicative terms:-

Application:- means persons (s)/firm/company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgment of having agreed to the terms & conditions of the booking application form.

Application (Booking Application):- A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant and prior to the execution of the allotment letter they will be considered as Intending allottee(s).

Allotment Letter :- Confirmation of booking of apartment by the company and an agreement over a standard prescribed format of company, which is duly executed between the Company and allottee(s).

Allottee (s) :- Those who have executed the allotment letter over a standard format Company thereafter a particular apartment(s) has reserved for that particular intending allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed, In case of more than one applicant the other will be considered as co-allottee(s) and intending allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment :- The dwelling unit/flat in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, detail of which has been set out in the Application.

Area :-

- **Area of Land :** Total Area of land over which the project is going to be constructed.
- **Super Built-up Area :-** The constructed areas of the project comprising of Poly line area of the apartment and other constructed areas of common use.
- **Poly line Area :-** All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- **Common Area and Facilities:-** Means all facilities to be used by all the apartments, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP; EPABX systems, toilets, rain water harvesting systems etc.
- **Independent Area :-** The Areas which are not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.
- **Limited Common Area and Facilities :-** Those which are reserved for use of certain apartment to the exclusion of the other apartment.

Basic Cost of Apartment :- The consideration amount for sub lease of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Company :- That is M/s. Ratan Buildtech Pvt. Ltd. a company registered under the companies act 1956 having its branch office at GH-01D, Sector 16, Greater Noida (West) G.B Nagar U.P.

Complex :- The entire project having apartments of different types and dimensions in Various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

Force Majeure Clause :- means any event or combination of events or circumstance 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, which shall include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- Strikes or lock outs, industrial dispute.
- Non-availability of Cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

Signature of the First Applicant

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Signature of the Co-Applicant(s)



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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 Allotment; or 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 Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notification by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.

Layout and Plans :- The architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans :- These are the mode of payment towards the captioned booking of apartments having 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 allottee(s) /owner for the maintenance and upkeep of the Said Complex/Said Building as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly basis.**Project :- Ratan Pearls at Plot No. GH-01D, Sector - 16, Greater Noida (West), G.B Nagar, UP.**

RWA :- Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the Association Registered immediately after handing over 50% apartments to the owners.

"Taxes" shall mean any and all prevailing taxed payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, services tax, cess, educational cess, G.S.T. or any other taxes, charges levies by whatever name called in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

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TERMS AND CONDITIONS forming the part of application form for booking of residential apartment in RATAN PEARLS situated at Plot No. GH-01D, Sector – 16, G.B Greater Noida G.B Nagar (West) U.P

1. Whereas Lease hold land of the aforesaid project has been allotted to the Company i.e. **M/s. Ratan Buildtech PVT. LTD** (Company) measuring 16863 sq. mtr. (4.26 acre approx) by the Greater Noida Industrial Development Authority (GNIDA), a body corporate under the UP Industrial Development Area Act 1976 on lease hold basis under the scheme code BRS-04/2010 for development of Group Housing at Plot No. GH-01, Sector -16, Greater Noida (West), G.B Nagar vide its acceptance letter No. PROP/BRS-04/2011/276, dated 13 January, 2011 and Allotment Letter No. PROP/BRS-04/2011/312 dated 25 January, 2011. Out of 185456.46 Sq. Mtr. sub divided to consortium members and 16863 Sq. Mtr. entered on 08 January, 2013 by Greater Noida Industrial Development Authority with the Company and registered vide Document No. 12339 in Book 1 Volume No. 419 at page nos. 155-208 on 8 January 2013 in the office of Sub Registrar, Gautam Budh Nagar (UP). And whereas the builder has taken over the physical possession of aforesaid plot from the "GNIDA" on 8th January 2013. The Company is authorized to execute sub-lease of the apartments for the super built-up area in favor of its intending allottee(s)/allottees(s) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favor of Company by the GNIDA.
2. Whereas as per the norms of GNIDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Group Housing will be developed in phases and will be utilized for apartment/communities/clubs/storage/commercial constructions etc.
3. Whereas all terms and conditions of the lease deed of the above Group Housing Plot executed in favor of the company shall also be applicable to the intending allottee(s).
4. That the building plans of proposed Group Housing has been duly submitted/sanctioned to/by the Greater Noida Industrial Development Authority (GNIDA). The Project/complex will have apartments of different sizes and dimension in various Towers therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing room, parking and space for public amenities, community, clubs, storage and commercial constructions etc.
5. That the intending allottee(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 drawings and plans of the project have been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in accordance with 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 other items of said show flat 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 allotment letter.
6. That as per the Layout and Plans it is envisaged that the apartment on all the floors shall be sold as an independent apartment with impart able and undivided shares in the land area underneath the Plot.
7. That the intending allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree that the company may make such changes. Modifications. Alterations and additions therein as may be deemed necessary or may be required to be done by the company, the Government / GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GNIDA the F.A.R (Floor Area Ratio) of the Ratan Pearls presently is 3.5 of the Residential Plot area which comprises of fixed nos. of the apartments/flats in proportionate to the population density i.e. 1650 P.P.H. the company may purchase the said FAR. Also as per the norms of the GNIDA, 5% FAR for the green building is additionally permissible. Furthermore 10% of the total FAR is compoundable : accordingly the nos. of dwelling units and population density may be increased. Also that in the eventuality of change in FAR the company shall have the right to explore 16
8. The terrace to achieve the enhanced FAR. That the company can make any type of change in layout elevation/design/alteration in open space area or parking spaces etc. as and when required and deemed fit by the company. By signing this application and terms & conditions it shall be presumed all time consent of the applicant(s) for all terms & conditions that has been stated herein.
9. That the consideration is for the total area of the said apartment that will be sub-lease, as mentioned herein the property known as "Super Built Up Area". That all other rights except what have been mentioned including easement rights, open

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Signature of the Co-Applicant(s)



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spaces, unsold flats/ apartments, unsold parking places. Spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities 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 authority to charge membership for such facilities and dispose of the assets whatsoever stated above. That the dimensions shown in the brochure, map or any other document has been calculated on the basis of unplaster brick wall to brick wall. The Company can sub lease the vacant apartment(s) or the complete block of the apartment (s) as a whole or in part to one or more person (s)/company(ies)/institution(s) whosoever.

10. That the amenities like road, electricity, sewer and water supply 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 the boundary of the said project i.e. internal development of the project. The delay in providing the above said facility of part of the GNIDA/Authority Concerned shall not be considered as delay on part of the company.
11. That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of allotment. The set of all these documents are available in a printed format and soft copy. If the intending allottee(s) don't agree with any of the terms and conditions or the content therein, the intending allottee(s) can cancel the said booking and ask for refund of amount deposited with the company without any interest.
12. That the intending allottee(s) after depositing 10% amount of the cost of apartment, have to execute the Allotment Letter on the company's standard format within thirty days from the date of this application there after the intending allottee(s) shall be treated/referred as allottee(s) In case the intending allottee(s) fails to execute the allotment within 30 days of booking, the said booking shall be cancelled and the entire deposited amount will be refunded without any interest. The schedule of installments as opted in the application form/mentioned in the allotment letter shall be final and binding over the intending allottee(s).
13. That the down payment plans will be valid Upto the date mentioned in the booking application form. After the expiry of said date the plan will shift to flexi payment plans.
14. That the schedule of payments/installments is duly explained to the intending allottee(s) and will also be mentioned in the allotment letter. The payment on time shall be the responsibility of the intending allottee(s).
15. That the intending allottee(s) and the family members have a right to visit and inspect the premises during the course of construction. The intending allottee(s) and the family members have to follow the safety norms prescribed by the company during the inspection. 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 construction or after construction by the purchaser or any family member accompanying him/her.
16. That the applicant & co-applicant (if any) will have equal share in the apartment 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 applicants booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.

The dispute whatsoever stated above shall not give any effect on levy of interest over the delayed payments. In all the above said circumstances there will be a maximum time limit of two months, there after the company can cancel the said booking/allotment and the applicants(s)/intending allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited and in such cancellation there will be a deduction of 5% of the basic cost of the apartment. For the refund in above said cases, consent of both applicant/intending allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee.

17. That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form. First of all, the payment of due installment shall be adjusted towards the interest due, thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any of the terms & conditions of the allotment by the intending allottee(s), the allotment will be canceled and 10% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however in case of delay there will be a grace period of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest@18%per annum shall be charged from the day one. In the eventuality

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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 @18% per annum whichever is higher.

18. 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 apartment, there will be no extra charge/claim by the company and also the intending allottee(s) shall not be entitled for any refund. However any major alternation/modification resulting in more than $\pm 3\%$ in super built-up area of the apartment, any time prior to and upon the possession of the apartment, the company will intimate to the intending allottee(s) in writing about the changes thereof and the change in the enhanced cost of apartment. The intending allottee(s) have to pay that amount to the company. The intending allottee(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the intending allottee(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 intending allottee(s) without any deduction and with interest @ 12% interest per annum. No other claim of the intending allottee(s) shall be considered in the regard.
19. It shall always be clear that on any alteration / modification resulting in more than $\pm 3\%$ change in the super built-up area of the apartment, the demand or refund shall be applicable for the entire area eg: for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.
20. That for any reason, whether with in or out of the control of the company, whole or part of the scheme is abandoned no claim shall be preferred except that the money received from the intending allottee(s) will be refund, in full, without any interest.
21. That the construction of the project is likely to be completed as early as possible but the following can affect to that: irregular and untimely payments by the intending allottee(s) change of laws by Government/local authorities/any court order/force majeure circumstances etc. 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.
22. That the propose project is comprising of many blocks, and 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 apartment in that block to the intending allottee(s). The construction of remaining blocks will be on going and it can take further time to the completion of the remaining blocks. The intending allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the intending allottee(s) and the intending allottee(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 cleared to the intending allottee(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 intending allottee(s).
23. That the construction could be completed prior to the date given in the allotment letter. In that case the intending allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in the allotment letter is an assessment only and construction could be completed earlier to that.
24. That a written intimation for completion of apartment will be sent to the intending allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer for Possession" The said "Fit Out Period" is in order to facilitate the intending allottee(s) to comply with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories. Final touch of paint etc. will be done during the said Fit-Out-Period and after the registration of sub lease deed of the apartment only. After the registration of sub-lease deed the intending allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for and individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
25. That in case the intending allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remains left, the above mentioned time but monthly maintenance charges shall commence in accordance to the date given in the letter "Offer for Possession".
26. That if there is delay in handing over the possession of apartment beyond 6 months from the proposed date of possession due to any reason(s) which were within the control of the company, the company will pay to the intending allottee(s) delayed

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possession charges@ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned intending allottee(s) were received in time. Vice versa the penalty of Rs.5/-per Sq.ft On delay in taking in possession shall also be applicable over the intending allottee(s)/allottee(s) and payable by the intending allottee(s), if the intending allottee(s) does not proceed with the requisite compliance as per the letter "Offer for Possession". The said penalty shall commence from the date of expiry of Fit-out period. This holding /waiting period shall have a maximum limit of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the company shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the intending allottee(s).

27. That the delayed possession charges as mentioned in the above clause will be paid to the original allottee of the apartment. In case the original allottee transfers the apartment to any other person, the company will have no liability towards any person for the delayed possession charges.
28. 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 Upto the date of applying for the completion certificate only.
29. That there will be defect liability period of 12 month 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, wrappage in doors and windows 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 manufactures 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.
30. It is hereby agreed, understood and declared that the Sub lease Deed/Registry of apartment shall be executed and registered in favor of intending allottee(s) after the apartment 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 intending allottee(s). The intending allottee(s) will be responsible and liable for paying deficiency n stamp duty/penalty/interest as per the Stamp Act. Any 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 intending allottee(s).
31. That until a Sub lease Deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein to the intending allottee(s) even though all the payment have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the intending allottee(s). On the other hand company is construction the complex on its own as a promoter. The sub lease will be affected after the actual construction/finishing of the apartment and by way of an executed sub lease Deed. The Company shall have first lien and charge over the apartment for all its dues that may / become due and payable by the intending allottee(s) to the company.
32. That after taking possession of apartment, the intending allottee(s) shall have no claim against the company as regards to quality of work, material. Pending installation, area of apartment or any other ground whatsoever.
33. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the intending allottee(s) from the date possession or deemed date of possession declared by the company, whichever is earlier.
34. That the owner(s) after possession shall comply with all the mandatory requirements and compliances as 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 intending allottee(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 apartment. The apartment shall be used solely for the residential purpose.



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35. That the car parking will be available inside the complex, as per the Application Form. The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the intending allottee(s). One car parking is mandatory. No car/ vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/intending allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.
36. That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
37. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the intending allottee(s) through pre-paid systems. The intending allottee(s) will get the electrical connection for the capacity, as opted in this application form.
38. That the intending allottee(s) can also avail power back-up facility as opted in this application form. The intending allottee(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 DG 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-up load shall not be entertained and no refund shall be made thereon, once the load(s) is finalized in this booking/application form.

39. That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sub lease deed in respect of apartment in favor of intending allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
40. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the company as consequences as Court order / Government/ GNIDA/Statutory or other local authority (ies) order, the intending allottee(s) shall be liable to pay his/her/their proportionate share for the same.
41. That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the intending allottee(s) will be decided by the Company.
42. That the intending allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 25/- per sq. ft. of the super built-up area. That the intending allottee(s)/ allottee(s) also has/have to pay monthly maintenance charges which shall be decided by the company based on the prevailing cost of maintenance at the time of possession and the said amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the complex.
43. That the apartment shall be used solely for the residential purpose. Any 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 complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment'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 outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted. Any type of change inside the apartment 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 the whole structure therefore no change is allowed.
44. That at the time of handing over the maintenance of the complex to the RWA the following will be handed over 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, generator-sets, security gates with intercom, lift rooms at terrace and other area falling under the common area.

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.

45. That the contents of each apartment along with the connected structural part of the building shall be insured by the

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intending allottee (s) at his/her/their own cost against the fire, earthquake etc. The company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The intending allottee (s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.

46. That it shall be the responsibility of intending allottee(s) to inform the company about subsequent change(s) in the address by Registered A/D letter or Courier 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 did not intimated) will be deemed to have been receiving by the intending allottee(s) and the company shall not be responsible for any default.
47. That the following Annexure are annexed herewith which are also being the part of this application form.
- A) Payment Plan.
 - B) Details of Title and Ownership of the Company
 - C) Layout Plan of the Apartment
 - D) Site Plan
48. In case of NRI intending allottee(s), it shall be the responsibility of the intending allottee(s) to observe the provisions of the Foreign Exchange Management Act-1999 and any other law as may be prevailing.

I/we have fully read and understood the terms and conditions mentioned herein above and the terms and conditions of the scheme brochure code BRS-04/2010 and the lease deed executed in favor of the company by the GNIDA. All shall abide and bind over me/us. It is clear to me/ us that for any change in layout, my/out written consent is required as per law. Therefore, I/We hereby give consent that company can make any type of change in layout/elevation/design beside alteration in open space etc. My/Our consent will be presumed as all-time written consent for the same.

For Ratan Builtech Pvt. Ltd.

Authorised Signatory

Signature (s) of the Applicant(s)

Witnessess

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Notes:

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Specification

FLOORING

- Vitrified tiles 600 x 600 in Drawing & Dining Room, Rooms & Kitchen
- Wooden Flooring in Master Bedroom
- Ceramic tiles in Toilets and Balconies

WALLS & CEILING FINISH

- POP/Gypsum Plaster finished walls & ceiling with OBD
- In Kitchen, 2'-0"-dado above the working top and 4"-6" from the floor level on remaining walls by ceramic tiles
- Plumbing done with CPVC/UPVC pipes or equivalent to avoid corrosion

TOILETS

- Granite counter washbasin in Master Bedroom
- CP fittings (Jaquar or equivalent)
- Ceramic tiles on walls up to ceiling
- White Chinaware, Parryware, Cera or equivalent

DOORS & WINDOWS

- External doors & Windows aluminium powder coated / UPVC
- Internal Wooden Door Frames made of Maranti or equivalent wood, Section 5" X 2 $\frac{1}{2}$ " & main Door Frame Section 6" X 2 $\frac{1}{2}$ " X Upto 8'-0' height

ELECTRICAL

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in wall & Ceiling
- Modular switches Anchor, Legrand or equivalent

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Ratan Buildtech Pvt. Ltd., Plot No. GH-01D, Sector - 16, Greater Noida (West), G.B Nagar, UP
Ph.: 9643009636 / 9643009643