

APPLICATION FORM

To,

M/s. Jai Ambey Estates Private Limited
Project Name: Jagdish Puram
The Grand Plaza/The Grand Homz
Raj Nagar Extn., Ghaziabad, U.P.-201017

*Application for Allotment of Commercial Space/Residential unit in the Project- Jagdish Puram, Grand Plaza/Grand Homz
 Khasra No. 1207M, Noor Nagar, Raj Nagar Extn., Ghaziabad, U.P*

Dear Sir/Madam

I /We, remit herewith a sum of Rs...../- (In Words- Rupees.....only).
 By account payee Demand Draft/Cheque No Dated.....Drawn on.....
 Payable at, as application money.

I/We, agree and undertake to pay the total price of the apartment/unit in a lump-sum as down payment/by way of instalments as per agreed plan and all other dues and charges as stipulated in this application and the developer company/buyer agreement to be executed after allotment, and as per the payment plan explained to me/us by the company and clearly understood by me/us.

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

• **MAIN APPLICANT:**

Main Applicant		
Name		
Father's Name		
Date Of Birth		
Pan Card No.		
Address		
Residence		
Landline/Mobile		
Office		
Landline/Mobile		

• **CO-APPLICANT:**

Co-Applicant		
Name		
Father's Name		
Date Of Birth		
Pan Card No.		
Address		
Residence		
Landline/Mobile		
Office		
Landline/Mobile		



• **DETAILS OF RESIDENTIAL APARTMENT/ COMMERCIAL UNIT:**

Apartment/Unit No.		Tower No.	
Floor No.		Carpet Area	
Payment Plan		Location	
Date Of Booking			

• **COSTING:**

Sr.No.	Particulars	Amount
1.	Basic Sale Price	
2.	IFMS	
	Total Cost	

Taxes & Levies & Other government dues shall be charged as per government rules. The total cost including the following are part of a package deal without payment of any charges in respect thereof:-

Possession Charges	
Fire Fighting Charges Rs...../Sq.Ft	E.D.C Rs...../Sq.Ft
Power Back Up of Rs.....KVA	Electric Connection Charges Rs...../2KVA
Other/ Possession Charges (If any).....	Air Conditioning Charges Rs...../Ton

• **DECLARATION:-**

I/We the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment by the company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. I/We have also visited the web page on the website of the Ghaziabad Development Authority and have perused the details of the project provided therein and after having been satisfied with the said information pertaining to sanctioned plans, layout plans etc. have made the present application. It is also further cleared to me that the said application does not confirm the allotment of the Unit/Shop No..... unless and until the allotment letter in respect of the same is not issued by the Developer. I have read & understood the terms and conditions forming part of this application and I undertake to abide them.

SIGNATURES

Signature.....

Main applicant: Mr./Ms.....

Date:

Signature.....

Co-Applicant: Mr./Ms.....

Date:.....

BOOKED BY:

Signature

Name:.....

Address:.....

Phone:.....

Date:.....

AUTHORISED BY:

Signature

Name:.....

Date :.....



TERMS & CONDITIONS

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF RESIDENTIAL APARTMENT/COMMERCIAL UNIT IN JAGDISH PURAM, SITUATED AT KHASRA NO. 1207 M, NOOR NAGAR, RAJ NAGAR EXTENSION, GHAZIABAD, U.P. DEVELOPED BY JAI AMBEY ESTATES PRIVATE LIMITED.

Whereas, the Ghazalabad Development Authority, a body created under Section 4 of the Urban Planning and Development Act, 1973 (hereinafter referred to as the "Authority"), vide its order no. UH/MAY/02A/MP/2013 dated 20/02/18 on the subject matter, Jagdish Furien (hereinafter referred to as the "Bail Project") and the said Project is registered with Real Estate Regulatory Authority under RERA Act, 2016 vide RERA Registration No. UPRCNRA/2014/22046

And Whereas, Mrs. J. Anthony Stokes, Private Limited (hereinafter referred to as the "Developer Company") has share and markets (to GO) over the property numbered as Khwa No. 1257 M. Near Jaipur, Raj Jaipur Extension, (hereinafter referred to as the "said plot") and is having under its possession

Whereas the right of the intending alien(s) will be restricted up to the attainment of the 18th/19th Nov. applied in the said project to be developed on the said part mentioned herein above on the following terms and conditions:

1. The terms and conditions of the sale of the said project are in favor of the developer company and shall also be applicable to the intending addresser/s.
2. The building plans of the proposed project have been sanctioned by the Authority. The said Project will have residential apartments as well as Commercial/Shopshops of different types and dimensions in various blocks therein and will also have spaces for residents, daily needs, commercial and community areas.
3. The intending addresser/s have/has seen all the documents of the and other relevant papers/documents as per pertaining to the proposed Project and has/have fully satisfied him/selves/themselves about the title and rights of the said developer company in respect of the proposed Project. The Developer company has right to develop and construct the residential apartments and commercial units/shops on the said Project and also has right to sell different apartments and different commercial units/shops on the said project.

4. That the intending allottee(s) have/have not agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the Authority as well as of the Government Orders/Notifications/Circulars; Development Authority Provisions issued from time to time, their having and according the principle Residential Apartment or commercial units/shops proposed to be allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of any other residential apartment or commercial unit/shop, whether allotted or not, under residential apartment or commercial unit/shop, open spaces, common areas, parking places, lawns, gardens, staircases, lifts, terraces, more space for commercial, parties, banquets, gaming places, occupying what has been allotted by an agreement to Intending Allottee(s) or his/her, space for public amenities, blocking centre or any other space not allotted to beneficiaries, which shall at all times the property of the developer company for all times.

5. Where the developer company decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereafter, and the developer company has the right to lease out the vacant apartment/commercial spaces or the complete block of

That as per the Layout Plan it is envisaged that the residential apartment and commercial units/shops on all of the floors shall be and are an independent unit/apartment with the respective and the undivided share in the land area underneath the particular zone of plot on which the building/works (containing the allotted) apartment/s is constructed. The allotted unit/apartment shall not be permitted to construct anything on the terrace, however the Developer company shall have the right to expose the terrace in case of change of F.R., carry out the construction of further additional residential apartment/s, commercial unit/s/shops etc., whether on terrace or in any other atmosphere in the project. The project shall be the sole and exclusive property of the Developer company. However, if as a result thereof, there is any change in the boundaries or area of the said residential apartment and commercial unit/s/shops, the same shall be valid and binding on the allotting authority as they have consented for the same.

That the covered area shown in the brochure, map or any other document has been calculated on basis of wall to wall and basic. Carpet area is the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, entrance balcony or verandah area and staircase open terrace area, but including the area covered by the internal partition walls of the residential apartment/commercial unit.

That the intended Allottees/ Buyers aware of said provisions, know/understand that the building, plots, area, facilities, project is being offered to them for their own use and not for any other purpose.

That the aforesaid documents have been issued in full compliance with the provisions of the Building Code and that the Building Code is not tentative and is not subject to change, modification, alteration and extension thereof as may be deemed necessary or may be required to be done by the developer company, the government/AUTHORITY, any other local Authority or body having jurisdiction.

7. The agreed sales consideration is for the total area of residential apartment or commercial units/sheds, as mentioned hereinafter, the said property comprising the covered areas, areas under roof, full area of plot and other properties whatsoever, together with appurtenances situated in the premises and all facilities such as one underground lake, the swimming pool and the exits of the building, water supply arrangements and all installation such as power, light, sewerage etc. and including all rights attached to the said residential apartment/commercial unit. However, it is admitted, acknowledged and agreed between the parties that all other rights exceeding what have been mentioned above including ownership rights and to carry out further construction in case of any change in the P.U.R. identity, open space, lawns, lawns, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 1845, 1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 2695, 2700, 2705, 2710, 2715, 2720, 2725, 2730, 2735, 2740, 2745, 2750, 2755, 2760, 2765, 2770, 2775, 2780, 2785, 2790, 2795, 2800, 2805, 2810, 2815, 2820, 2825, 2830, 2835, 2840, 2845, 2850, 2855, 2860, 2865, 2870, 2875, 2880, 2885, 2890, 2895, 2900, 2905, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2955, 2960, 2965, 2970, 2975, 2980, 2985, 2990, 2995, 3000, 3005, 3010, 3015, 3020, 3025, 3030, 3035, 3040, 3045, 3050, 3055, 3060, 3065, 3070, 3075, 3080, 3085, 3090, 3095, 3100, 3105, 3110, 3115, 3120, 3125, 3130, 3135, 3140, 3145, 3150, 3155, 3160, 3165, 3170, 3175, 3180, 3185, 3190, 3195, 3200, 3205, 3210, 3215, 3220, 3225, 3230, 3235, 3240, 3245, 3250, 3255, 3260, 3265, 3270, 3275, 3280, 3285, 3290, 3295, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3355, 3360, 3365, 3370, 3375, 3380, 3385, 3390, 3395, 3400, 3405, 3410, 3415, 3420, 3425, 3430, 3435, 3440, 3445, 3450, 3455, 3460, 3465

10. That if the shareholder(s) make(s) a payment towards the liabilities of the business (apart from commercial and financial) and by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the shareholder(s) have not made the payment.

11. That the providing contractor(s) shall abide by all laws, rules and regulations of the AUTHORITY/Local Government and of all applicable laws of the country.

UP: Polymer Control Board/Water Conservation Board/Authority and of the proposed body corporate. Attention of the buyers is also drawn to all the mandatory requirements and compliance of the Ministry of Environmental Impact Assessment (EIA) norms or (each of them if the conditions of two/two or more regulations alter the composition of the project). The residential apartment and commercial units shall be used for the purpose for which it is allotted.

That the intending allottee/donor and others (in case of joint purchase) follow the law by attaching their declaration regarding the use of the plot for the purpose for which it is allotted.

to total for the consequences (both as well as severity).

Must be (receiving Address) & co-offices (if any) will be taken care of in the end and in case of death of any of them, the addressee 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 it was a bank. Similarly in a case where any dispute arises between the interested Addressee, addressee will continue only after providing consent in writing by them and No Objection Certificate from the bank (except).
The interest on the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect; in fact, in above mentioned circumstances the Developer Company will hold the addressee for two months only then after the Developer
Company can cancel the said addressee and the receiving addressee that have no claim or right whatsoever except in the event of refusal of amount deposited as cost of and with deduction of 5 % of the cost of the unit. For the refund the balance of the
interest addressee that will be necessary otherwise the amount shall be refunded in equal share between all the interested addressee(s).

That the installments in respect of payment of residential apartment and commercial unit/ shops will be due at the following levels, as per pro-rata payment plan set shown by the developer company. In case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment, by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the residential apartment and commercial unit/ shops will be forfeited and balance amount, if any, will be refunded to the allottee within 90 (ninety) days.

That if for any reason the booking of the residential units in a commercial unit is completed by the standing allottees or by the developer company with proper reasons, then 12% of the sales price of residential apartment/commercial unit will be forfeited and balance amount, if any, will be refunded by the developer company without any interest. In case cancellation of the booking is done through any dealer/broker/other partner who will pay towards developer/government also then be forfeited along with the same amount of 10% of basic cost.

17. The **renting** employed in the Site Office Registered Office Corporate Office of the Developer company of "Lugansk Plant" project allowing the installation apartment and commercial units' shops are provisional and tentative and are subject to change at the instance of the sanctioning authorities if the developer company and the change can be made during the course of construction without any disruption or harm to the **Altevevo** and will be decided to be carried out with the consent of the Executive **Altevevo**.

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That the Developer shall complete the development/construction of the residential apartment/condominium unit within 60 months from the date of execution of the builder-buyer agreement and within an extended period of 6 months thereafter. In case of delay in construction of the said residential apartment and commercial/other shops attributable to delay of Developer, the Developer would pay a sum of the rate of Rs.50/- per sq. ft. (variable area per month) for the period of delay to the intending Allottee. (variable)

That the construction of the project is likely to be completed in the disclosed time subject to force majeure circumstances, regular and timely payments for the financing activities, availability of building material, any dispute with the contractor, change of laws by government authorities etc; in cases of whatsoever nature, whether by act of / damage compensation etc. shall be against the developer primarily in case of delay in handing over the possession on account of the above reasons in any other manner beyond the control of the developer company.

That after taking possession of residential apartment or commercial unit shops the intending allottee(s) shall have no claim against the developer company, in regard quality of work, material, pending installations, areas of residential apartment or commercial unit shops or any other ground whatsoever.

That all fees such as Human Tax, Water Tax, Sewage Tax, sanitary charges or any other charges shall be payable by the attending student(s) from the date tested or date of presentation or deemed date of presentation dictated by the developer company, whichever is earlier.

well take work within the residential apartment/commercial unit or anywhere else outside the area of the residential apartment/commercial unit situated to be. The foregoing Addendum agrees that he/she/they shall not tolerate the Air conditioner/air Cooler or equipment of any kind at any place other than the space earmarked/allocated for in the residential apartment/commercial unit and shall not cause or permit or cause to be done any such thing, hereby making it a condition of the lease that the Air conditioner/air Cooler or equipment shall be used only in the space earmarked/allocated for in the residential apartment/commercial unit.

that the intended Advertiser(s) shall not and its agent, neither its agent, nor any kind of advertisement material, including, hanging of status, etc., at the external facilities of the Said Project in anywhere on the exterior or on common areas or on facilities of the Said Project and shall be limited to display their sign only at the proper place, provided for the residential apartments and/or unit(s) only, at the bar at the entrance area (the use of commonage) only. The intended Advertiser, further advertises, as follows:

- i. That he/she/they shall not change the colour scheme of the exterior of the construction;
- ii. That he/she/they shall not carry out any change in the exterior (anyway or design) of the Commercial Unit;
- iii. That he/she/they shall not remove any wall of the Commercial apartment unit.

16. That the lessee hereby shall install the electrical load in the Commercial apartment unit in compliance with the electrical system installed by the Developer Company. That the following electrical loads are not allowed for the following purposes even when the code is used:

- Freeze, Meat, Fish, Chicken or any other kind of non-vegetarian shop
- Storage of any chemical/hazardous material prone to fire / leakage

That the Developer Company shall have all the rights over the Intellectual Property of the Said Project that the Developer Company is entitled to exercise in accordance with the applicable laws and regulations of the State of Israel.

[illegible][illegible]

That the attending Medics(s) consents that they/they will have to allow a sample of the waste to be taken from the waste stream in order to determine the cause of the problem and to ensure that the waste is properly managed and disposed of in accordance with the relevant regulations.

That it is clearly expressed, understood and agreed by the foregoing addressee(s) that if for any reason, whatsoever, he is for a circumstance, within beyond the control of the developer company, the whole or part of the project is abandoned, the intending addressee shall have no claim of any kind against, but it is a release, within or beyond the control of the company/developer company, and the developer company will be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the intending addressee(s) without any interest thereon.

It is hereby agreed, understood and declared by and between the parties that Sale Agreements shall be executed and registered in favour of the (standing allottee) after the residential apartment and commercial office shops have been fully constructed at the site, and further only after the payment of full sale consideration, GST and other statutory charges/ dues etc., as agreed herein by the standing allottees to the developer company. The other connected expenses in respect of various duties for registration of the Sub-lease deed (Registration Fee, Stamp Duty, etc.) shall be borne by the allottee.

[illegible]

As part from the above mentioned charges, charges for electricity connection, Gas connection, Power backup, water and sewerage connection, dust/mask or any other services will be charged extra at the time of offer of possession.
That the existing abode (if) shall abide by all laws, rules and regulations of the AUTHORIZED TYPICAL INDEMNITY GROUP (U.F.) and of the proposed Body Corporate Association of the Buyer (as and when formed) as well as prescribed by the developer company(s) and shall be responsible for all liabilities, obligations or breach of any of the conditions of sale as basis or rule and modification after the completion date of contract. As per clause 10.

purpose for which it is allotted.

