

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

GAURS
VIEW WORLD

SAVIOUR

APPLICATION BOOKLET



Villa No.:Name :

Before :- _____

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

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

With Regards

Dear Sir,

I/We request to Book above mentioned Villa 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.

The applicant(s) have clearly understood that this application does not constitute an Agreement to Sub-Lease and the applicant(s) do not become entitled to the provisional and/or final allotment of the Villa notwithstanding the fact that the Company has issued a receipt in acknowledgement 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. The applicant have relied on own judgment and conducted inquiry before deciding to apply for purchase of the said Villa. The applicant(s) has neither relied upon nor is 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 Villa. 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 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

Applicant's Self
attested latest
photograph

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

Applicant's Self
attested latest
photograph

3. M/s A partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at 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. Mobile No. Fax No.
E-mail 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/Smt. 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 VILLA

Villa No. Block

Type of Villa*

Bare shell () Standard Finish () Luxury Finish ()

*Types of Villa has been defined in terms of the finishing of the structure of Villa. Bare shell (raw house) wherein the construction is completed upto the slab casting, the standard finish and the luxury finish are duly defined and described in the specification attached herewith as Annexure A.

Land Area Sq. Mtr. approx.

Built up Area* Sq. Mtr. i.e. Sq. Ft.

*Built up Area as per specifications attached herewith as Annexure A.

6. COST OF VILLA

Rs. (in words)

The said rates are exclusive of certain charges/taxes mentioned hereinafter.

Note : Payments to be made by A/c Payee Cheque(s), Demand Draft(s) in favor of "Company" payable at Delhi/Noida/Ghaziabad. A/c payee cheque should be of Delhi NCR or at par.

7. PAYMENT PLAN (Payment Plan Enclosed Annexure B)

8. I/We require electrical connection of KVA*

*Note: Minimum KVA as per Rs. per sq. mtr. Area. Electrical connection of 7.5 KVA and power back up of 3 KVA has been provided free of cost, thereafter for any enhancement Rs. 10000/KVA for electricity connection and Rs. 25000/KVA for power back-up shall be applicable and payable by the applicant/allottee at the time of offer of possession.

9. I/We require power back-up of KVA and I/We am/are ready to pay the per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel

Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in this booking application.

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

*The Company will execute a sub-lease deed having the plot area and the built up area of the Villa

11. Service Tax will be charged on

(a) Cost of Villa as applicable i.e Rs. (Payable as per payment plan)

(b) Other charges as applicable i.e Rs. (Payable as per payment plan)

12. Value Added Tax Rs. (Payable as per payment plan)
13. Total Cost including taxes Rs. (In words)
14. IFMS (Interest Free Maintenance Security) @ *Rs. .../- per sq. ft. for ... Sq. ft. Area of said Villa.
15. Monthly Maintenance Charges @ *Rs. .../- per sq. ft. as applicable along with service tax as applicable for ... Sq. ft. Area

Rates of Monthly Maintenance Charges of Commercial Unit @ Rs. .../- sq. ft. along with service tax.

Note:- 15% out of the total Monthly maintenance charges shall be transferred in the head of Township Maintenance Account. (if Applicable where the project is the part of a Township)

16. Estimated Date for the Possession of Villa
17. In Case of Cancellation of Villa, Refund to be made as details mentioned below
 - a) Main Applicant's name:
 - b) Bank Name & Branch :
 - c) Account Number :
 - d) IFSC Code :

18. Any Other Remark

19. 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 Villa. I/We shall be considered as intending allottee(s) only.

Date:

Yours Faithfully

Place:

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name Signature Date

1. DETAILS OF VILLA

Villa No. Block

Type of Villa

Bare shell () Standard Finish () Luxury Finish ()

2. PAYMENT PLAN :

3. COST OF VILLA :

Total price payable for the Villa/Unit Rs.

Payment received vide Cheque /DD/Pay order No/RTGS UTR No.

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

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

BOOKING: ☐ DIRECT ☐ THROUGH SALES ORGANISER

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

Any Other Remarks:

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/FCNRA/c

(h) For NRI: Copy of Passport & Payment through NRE/NROA/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 (Accounts) President/V.P.(Sales) Director

(Project Sales Head)

Signature Signature Signature Signature Signature

ACCEPTED/REJECTED

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.

Area of Plot: - The total area of land over which a particular Villa will be constructed.

Built up Area: - The total constructed area of the Villa over the Plot of a particular Villa. the dimensions of Built up area has been shown in the layout of the Villa.

Cost of Villa: - The consideration amount for Villa exclusive of other charges/taxes which are mentioned in the Booking Application Form and the Allotment Letter.

CREDAI: - 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 Villas buyers and developers. It also has a cross check over the developers according to its code of conduct.

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, which shall include but not be 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 any reason whatsoever.
- (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 governmental 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.

Layout and Plans: - The Architectural Drawings of the Villa and the layout and plans of the entire Township.

Payment Plans: - These are the mode of payment towards the captioned booking of Villa 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 applicant(s) for the maintenance and upkeep of the Said Project as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the built up area of the said Villa, payable on monthly basis.

Taxes: - shall mean any and all prevailing taxes 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,



service 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 Villa.

Township:- means a large development having many projects wherein the entire internal infrastructure within the boundary of that area shall also be provided by the Company.

Township Maintenance Charges:- means the monthly charges as per the ratio defined in the maintenance / township maintenance agreement payable in advance through prepaid system/pre paid electric meter by the Owner/Occupier of the Villa to the Company for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.

Bare Shell Villa:- means the unfinished construction wherein the structure provided upto the level of slab casting i.e., laying of roof and the standardized finished front elevation/facade of Villa including the standardized Color Scheme/Final Paint.

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

TERMS AND CONDITIONS FORMING THE PART OF APPLICATION FORM FOR BOOKING OF VILLA

- 1) That the project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Villa owner shall be confined upto the particular project wherein the Villa is situated. The up keeping and maintenance of the township and the Project will be carried out by the Company or its nominee, the Villa owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Company.
- 2) 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. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the Company.
- 3) That the Land of Project "Lake Side Garden Villa at 2nd Park View" is divided into various Plots, comprises of roads, parks, club house and other facility Plots. The Company will construct Villas over the Plots and those will be sold to the various buyers. The construction has been categorized by the types of Villas, it will be Luxury Finish, Standard Finish and Bare shell (raw house). Luxury Finish and Standard Finish Villa are distinguished in terms of final finishing and specification described in attached Annexure A. Whereas Bare shell (Raw House) comprises of the structure upto the level of slab casting i.e., laying of roof and the standardized finished facade of Villa including the outer color scheme/final paint will be provided by the Company. keeping in view uniformity/decorum of the whole project any changes in the outer color scheme/front elevation/Facade/other exposed outer wall or anything provided by the company has been strictly restricted in future also.

Note: In case of Bare shell construction (raw house) the completion certificate of the Villa shall be obtained by the buyers themselves from the YEIDA.

- 4) That the elevation of the Villas which is standardized including the design, railings and outer color scheme, these cannot be altered by the owner of the Villas in any condition in the future. In case it will be required to repaint in future, the outer color scheme of the Villa will remain same and cannot be changed.
- 5) That the layout plan of the Project "Lake Side Garden Villa at 2nd Park View" has been duly sanctioned by the Greater Noida Industrial Development Authority (GNIDA). The sanction for the building plan of construction over the plots will be obtained as per the requirements i.e. after the booking, the concept and planning has been duly described to the applicant and the applicant has seen the building plan which will be submitted for the Villas booked by the Applicants which is also explained to the applicant and also duly accepted by the applicant. The layout and building plan are standardized and no customized changes shall be made therein.
- 6) That the applicant(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the Company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the Company, the Government/Development Authority or any other local authority or body having jurisdictions.
- 7) That the Project "Lake Side Garden Villa at 2nd Park View" has been planned with a unique planning wherein no lockable boundary of the Plot of Villa shall be constructed and there will be a restriction upon the buyers

that they shall not be entitled to construct the boundaries of the Plot/Villa even in future, this is for the purpose of developing more green areas in the Projects, the open areas of Plot also will be utilized by and between the adjacent Villa owners.

- 8) That the concept of "Lake Side Garden Villa at 2nd Park View" Project is also having the idea to create less polluted zone and in respect to that, the Villa buyer shall not be entitled/having authority to install its own or independent Gensets. The Company has offered the power backup facility which will be provided only to those Villa buyers who have opted the power backup facility at the stage of booking because the Company have to install the big Gensets as per the requirements, which could not be altered in case of raising of demand in future. It is specifically mentioned that Villa buyers shall remain restricted for installation of own Gensets forever in future and no one shall be entitled/can claim the power backup facility if not has opted at the time of booking.
- 9) That the Villa buyers shall not be permitted to park their vehicles other than the designated parking spaces.
- 10) That the consideration is for the total area of the said Villa which will be sub-leased having the entire Plot area of Villa along with the construction thereon.
- 11) That the amenities like Road, minimum Electricity and power back up, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of Township and within the boundary of Township. The Company will carry out all the above mentioned amenities along with internal development of the project "Lake Side Garden Villa at 2nd Park View". The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.
- 12) That the applicant(s) has/have the liberty to cancel the booking within the span of 30 days from the date of booking and in such case no deduction whatsoever will be made and the entire deposited amount will be refunded. But after the expiry of said 30 days if the applicant(s) is/are desirous of cancelling the said booking then there will be a deduction of 10% of the cost of the Villa and in case the amount deposited by the applicant(s) is less than the 10% of the cost of the Villa, then the deposited amount will stand forfeited.
- 13) That the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. have to be executed with the allotment. The set of all these documents are available in a printed format and soft copy, if the applicant(s) don't agree with any of the terms and conditions or the content therein, the applicant(s) can cancel the said booking and ask for refund of amount deposited as cost of Villa without any interest before signing the Allotment Letter. If the Allotment Letter has been signed then 15% of the cost of the Villa will be forfeited and balance amount, if any will be refunded without interest.
- 14) That the schedule of payment/installment mentioned in the pricelist has been duly explained to the applicant(s) who shall be the responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty/obligations towards the Company
- 15) That the applicant(s)/allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 16) That the applicant & co-applicant (if any) will have equal share in the Villa 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 case where any dispute arises between the applicants booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only there after the Company can cancel the said booking/allotment and the applicant(s) shall have no claim or right whatsoever except to the claim of refund of amount deposited as cost of Villa with deduction of 5 % of the cost of the Villa. For the refund the consent of the applicants with respect to the share shall be necessary otherwise the amount shall be refunded in equal share between/among all the applicants.

- 17) That the instalments of payment will run as opted for in the booking application. The applicant (s) shall be bound to make timely payments as per the payment schedule and in case of default , interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The applicant(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the consumer portal on Company's website. Timely payment is the main essence of the booking, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds beyond fifteen days there will be no grace period and interest @ 12% per annum shall be charged from the day one. In case payment is not received within stipulated period or in the event of breach of any other terms & conditions of the booking, the booking will be cancelled and 15% of the cost of the Villa will be forfeited and balance amount will be refunded without interest.

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

- 18) That in case the allottee(s) surrenders the booking/allotment at any stage after the expiry of 30 days from booking due to any reason whatsoever, then 15% of the cost shall be forfeited and balance if any shall be refunded without interest.

Note: It shall be always clear that if availed loan for the Villa the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

- 19) That any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) resulting ± 3 % change in the built up area of the Villa 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 alteration/ modification resulting in more than ± 3 % in built up area, including terrace/balconies of the Villa, any time prior to and upon the possession of the Villa the Company will intimate in writing about the changes thereof and the change in the enhanced cost of Villa. The consent or objection in this regard must be informed within 30 days from the date of such notice, In case there is any objections for such change the booking/ allotment shall be cancelled and the Company will refund the cost of Villa/unit received from the applicant (s) without any deduction and along with interest @ 12 % per annum on the amount paid by the applicant(s). 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 ± 3 % change in the built up area of the

Villa, including terrace/balconies, then 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 if for any reason out of the control of the Company whole or part of scheme is abandoned no claim shall be preferred except that the cost received from the applicant(s) will be refunded, in full, without any interest.
- 21) That the construction of the project is likely to be completed as per the prescribed schedule, however the following can affect to that, regular and timely payments by the applicant(s), availability of building material etc, 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 construction could be completed prior to the date mentioned in the booking application form. In that case the possession cannot be denied on any ground whatsoever. The date given in the application form is an assessment only and construction could be completed earlier to that.
- 23) That although all the major construction of the Villa will be completed however the final touch (for standard and luxury finish Villas) will be done during the "Fit Out Period" of one quarter. It has been experienced that if the final touch to any construction has been given and the possession delays as the allottee(s) do not proceed with, the said finished construction get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The said "Fit out Period" is also in order to facilitate to complying with the requisite formality viz. obtaining NOC from the accounts department of the Company, registration of sub lease deed etc. The final touch which will be finalized by the Company for an individual Villa and the owner(s) may get the final touch done in his/her/their own presence, if desired so.
- 24) That only after the registration of Sub lease deed with possession the allottee(s) shall be consider as the owner of the Villa.
- 25) That the monthly maintenance charges shall commence from the date of possession or after the expiry of Fit-Out-Period / the date mentioned in Offer for Possession. It does not matter that if the allottee(s) delayed the possession and final touch was given after the expiry of above said Fit-Out-Period.
- 26) That if there is delay in handing over the possession of Villa 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 applicant(s) delayed possession charges @ Rs. 5/- per sq.ft. per month for the built up area of the Villa for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments of Villa were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time, vice-versa the penalty of Rs. 5/-per sq.ft. on delay in taking the possession shall also be applicable and payable by the allottee(s), the said penalty shall commence from the date of expiry of Fit-out period. The holding and waiting period of the Villa shall have a limit maximum of 6 months where the allottee(s) do not proceed for possession i.e. the sub-lease deed of Villa remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of cost of Villa/unit without any interest and with deduction of 15% will be entitled and entertained.

Note:- For all the cases of refund, the amount deposited as applicable taxes shall not be refundable and cannot be claimed from the Company.

- 27) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a

delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is hereby cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying the completion certificate complete with all certificate and other documents required not issued by the Authority, it shall be deemed to have been issued; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.

- 28) The defect liability of the Company shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows (For standard finish and luxury finish Villa) 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.
- 29) That the Sub lease deed of the Villa shall be executed and registered only after completing the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity and power back-up etc. shall also be paid and borne by the allottee(s).
- 30) That until a Sub lease deed is executed and registered, the Company shall continue to be owner of the Villa, and the allotment shall not give any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing the Villa as a contractor on the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the Villa for all its dues and payable to the Company.
- 31) That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 10/- per sq.ft. of the built up area of the Villa + service tax.
- 32) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of Villa from the date of possession i.e. from the date of Sub lease deed.
- 33) 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 owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt./ Govt. of India and of the RWA (if formed 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.
- 34) That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be

charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the Authority.

- 35) That the Villa buyers shall not be entitled to reduce the electrical connection taken by them and no refund will be entertained regarding the same. However in case of increasing the load of electrical connection will be solely decided at that time by the Company.
- 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/Villa of the said Project. However, the sub lease deed in respect of Villa in favor of applicant (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 37) 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 the attributable to the Company as consequences of Court order /Government/ Development Authority /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. If the appropriate authorities impose any tax on this transaction in future then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
- 38) That the non-refundable interest free maintenance security (IFMS) is payable to the Company @ Rs. _____/- per sq. ft. of the area of the Villa, the said IFMS will be handed over to the RWA at the time of handing over the maintenance of the project. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project and entire township.

*Presently the rate of monthly maintenance charges has been decided for residential Villa @ Rs. _____/- per sq.ft. for the Built up area the rate will be decided by the Company considering the rates of consumable and wages etc. at the time of possession which shall be final and binding.

- 39) That the 25% amount of the interest free maintenance security (IFMS) will be deposited in the head of Township Maintenance and 15% of the Maintenance Charges collected from the Villa will be transferred and paid for the Township Maintenance. The Maintenance Charges from the Villa shall be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favour of the Company or its nominee in the head of Township Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Township Maintenance Charges, the Township Maintenance Charges may be collected separately by the Company if required so.

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

- 40) That the Villa shall be used only for the purpose which has been shown in the approved plans, 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, parks etc. shall not be allowed to the Villa's

owners or associations of Villa's owners. Any alteration in elevation and outside color schemes of exposed walls of Villa and Signboards, Publicity or advertisement material outside the Villa or anywhere in the common area shall not be permitted.

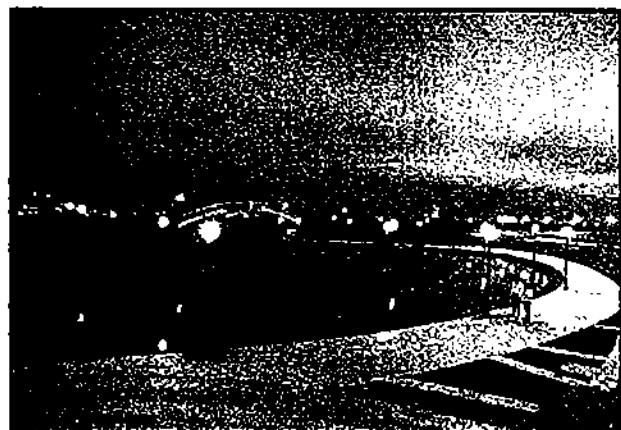
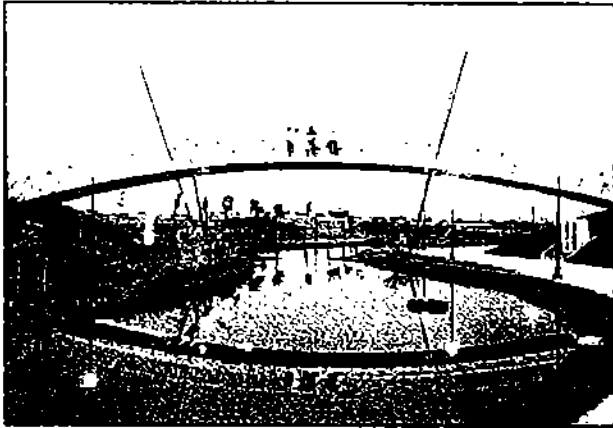
- 41) That the contents of each Villa along with the connected structural part of the building will be insured by the owner(s) individually or collectively through society against the fire, earthquake etc. All the charges towards insurance shall be borne by the owner(s) or the RWA. The Company after handing over the possession of a particular Villa shall in no way be responsible for safety, stability etc. of the structure.
- 42) That it shall be the responsibility of applicant(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the applicant(s) and the Company shall not be responsible for any default.
- 43) That in the event of any dispute whatsoever arising connected with the booking/allotment of the said Villa, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. 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 (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof 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.

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- 44) 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).
- 45) That the following Annexure are annexed herewith which are also being the part of this application form.
 - A) Specifications of the Villa.
 - B) Payment plan.
 - C) Details of Title and Ownership of the Company.
 - D) Layout Plan of Township/Project and the Building Plan of the Villa.
 - E)
 - F)
 - G)
 - H)

I/we have fully read and understood the terms and conditions mentioned herein above, all shall be abide and binding over me/us. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the law, I/We hereby given consent to 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.

ACTUAL SITE PICTURES





DELIVERED RESIDENTIAL PROJECTS

Gaur Galaxy, Vaishali
Gaur Heights, Vaishali
Gaur Ganga, Vaishali
Gaur Ganga 1, Vaishali
Gaur Ganga 2, Vaishali
Gaur Green City, Indirapuram
Gaur Green Avenue, Indirapuram
Gaur Green Vista, Indirapuram
Gaur Valerio, Indirapuram
Gaur Homes, Govindpuram
Gaur Homes Elegante, Govindpuram
Gaur Grandeur, Noida
Gaur Global Village Ph-I, Crossings Republik



DELIVERED COMMERCIAL PROJECTS

Gaur Central, RDC, Rajnagar, Gzb.
Gaur Gravity, Gzb.
Gaur Square, Govindpuram, Gzb
City Plaza- Gaur City, Gr. Noida (West)
Gaur Biz Park, Indirapuram



DELIVERED TOWNSHIP PROJECT

Crossings Republik, NH-24
Gaur City, Gr. Noida (West)



ONGOING RESIDENTIAL PROJECTS

Gaur Cascades, Rajnagar Extn. NH-58
Gaur Sportswood, Sector-79, Noida
Gaur Atulyam, Gr. Noida
Gaur Saundaryam, Gr. Noida (West)



ONGOING COMMERCIAL PROJECTS

Gaur City Mall, Gr. Noida (West)
Gaur Suites, Gr. Noida (West)
City Galleria, Gr. Noida (West)



ONGOING TOWNSHIP PROJECTS

Gaur City-2, Gr. Noida (West)
Gaur Yamuna City, Yamuna Expressway



ONGOING MANSIONS

Gaur Mulberry Mansions, Gr. Noida (West)



M/s Gaursons Realtech Pvt. Ltd.

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