

GAURS

ur own world

APPLICATION FORM

APPLICANT NAME: _____
PROJECT NAME: _____
APARTMENT/PLOT/UNIT NUMBER: _____
BLOCK: _____

#GAURSORU

22 YEARS OF
COMMITMENT

40 SUCCESSFUL
PROJECTS

30,000+

DELIVERED
UNITS

RECORD HOLDER FOR MAXIMUM
DELIVERED UNITS IN A SINGLE YEAR (INDIA)

GAURS

ur own world

• How did you get to know about Gaurs?

- (a) News Paper ☐ (b) Outdoor ☐ (c) Radio ☐ (d) Website ☐
 (e) Reference ☐ (f) Broker ☐ (g) Exhibition ☐

• With Whom you have booked this apartment/plot/unit?

(a) Direct to the sales team/Executive of our company, please mention name

(b) Through Channel partner/broker _____ please specify the
 name of broker and it's Executive name/Sales person name _____

Signature of First Applicant _____

Signature of Co Applicant (s) _____

APPLICATION FORM FOR BOOKING OF APARTMENT/PLOT/UNIT IN

..... [Project]

To
M/s
(A Company Registered under The Company Act, 1956)
Corporate Office at: Gaur Biz Park, Plot No.-1,
Abhay Khand-II, Indirapuram, Ghaziabad, 201010

Apartment/Plot/Unit No.
Floor
Block
Use of Apartment/Plot/Unit: Residential/Commercial
Part of Township Project: Yes/No

Dear Sir,

I/We request to Book above mentioned Apartment/Plot/Unit 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 Sale/Sub-Lease and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment/plot/unit notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application.

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(s) has relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment/plot/unit. 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 apartment/plot/unit. 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 allotment letter (Agreement to Sale) over standard draft as per the guidelines of RERA is necessary to be registered with the Registrar which is under preparation at the end of Government. The draft of allotment letter/agreement to Sale being used for Union Territories along with other permissible changes is annexed herewith as Annexure-A, as and when the model agreement will be provided by the Government of U.P same shall be applicable and binding. The applicant(s) duly signed the Annexure-A for its acknowledgement. The stamp duty and expenses towards the registration of agreement to Sale shall be paid and borne by the allottee(s).

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

I. SOLE OR FIRST APPLICANT

ME/Ms/Ms
S/N/Bo
Date of Birth Profession/Service Nationality
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of India Origin
Income Tax Permanent Account No
Aadhaar No



Signature of First Applicant

Signature of Co-Applicant (s)

Permanent Address

Correspondence Address

Telephone Nos. Mobile No.

Fax No. E-mail ID

Designation, Office Name & Address

Official Phone No. Official E-mail ID

2. SECOND APPLICANT (Co-Applicant)

Mr./Mrs./Ms.

G/W/D of

Date of Birth Profession/Service Nationality

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

Income Tax Permanent Account No.

Aadhar 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

Relationship with First Applicant

OR

1. M/L

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

Sd/-Smt. Sd/-Mr./Smt.

(Copy of the resolution signed by all Partners required) PAN/TIN

Registration No.

Telephone No. Fax No.

Email ID

OR

2. B/L

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

Sd/-Smt. Sd/-Mr./Smt.

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

PAN/TIN

Registration No.

Telephone No. Fax No.

Email ID

Signature of First Applicant

2

Signature of Co-Applicant (s)

5. DETAILS OF APARTMENT/UNIT

Apartment/Unit No. on Floor, Block....., Type of Apartment/Unit.....
 Use of Apartment ☐ Residential ☐ Commercial
 Carpet Area* Sq. Mtr. (..... Sq. Ft.) approx.
 Total area of the apartment/unit..... Sq. Mtr. (..... Sq. Ft.) approx.
 Common Area with the apartment/unit..... Sq. Mtr. (..... Sq. Ft.) approx.
 Extra area with the apartment..... Sq. Mtr. (..... Sq. Ft.) approx.
 Ground area of lawn area..... Sq. Mtr. (..... Sq. Ft.) approx.
 Any other remarks.....
 as per specifications attached herewith as Schedule B.

OR

Plot No.
 Use of Plot ☐ Residential ☐ Commercial
 Total Area of the Plot..... Sq. Mtr. (..... Sq. Yard.) approx.
 Any other remarks.....
 as per specifications attached herewith as Schedule B.

6. COST OF APARTMENT/ PLOT/ UNIT

Rs (in words) Approx.....
 The cost notes are exclusive of certain charges/taxes mentioned hereunder.
 Note: Payments to be made by A/c Payee Cheque/dt. Demand Drafts/ in favour of 'Gangany' payable at Delhi/Noida /Bharatnagar, A/c payee cheques should be of Delhi NCR or at par.

7. PAYMENT PLAN

(Payment Plan Enclosed Schedule D)

• We require electrical connection for KVA.
 • We require power back-up of KVA and we are ready to pay the per unit charges of the power back-up including of DG Set which will be decided at the time of offer of possession depending upon prevailing prices of fuel.
 • All the terms & conditions of agreement for electricity & power back-up shall be also 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.
 *Carpet area:- The net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns and structural walls of the apartment/unit.

1 SQ. MTR = 10.764 SQ. FT.

10. Parking type: ☐ Stilt/Podium ☐ Basement ☐ Big Basement (this is back to back parking space for 2 Cars)
 Other Details:

11. Prevailing Taxes will be charged on

(a) Cost of Apartment/Plot/Unit as applicable i.e Rs. (Payable as per payment plan)

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

12. GST Rs. (Payable as per payment plan)

13. Total Cost (including taxes) Rs. (In words

14. IFMS (Interest Free Maintenance Security) Rs. (In words

..... Only for residential unit OR Rs. (In words

..... only for commercial unit OR Rs. (In words

(In words only for plot

Note :- 25% out of the total IFMS shall be transferred in the head of Township Maintenance Account. (If Applicable where the project is the part of a Township)

15. Rate of Monthly Maintenance Charges of Residential Unit Rs. per sq. mtr. along with taxes as applicable. OR

Rates of Monthly Maintenance Charges of Commercial Unit Rs. per sq. mtr. along with taxes as applicable. OR

Rates of Monthly Maintenance Charges of Plot Rs. per sq. mtr. along with taxes as applicable.

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 Apartment/Plot/Unit

17. In Case of Cancellation of Apartment/Plot/Unit, 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 is given by me/us are true and correct and nothing has been concealed there from. It is also clear to me/us that the application form is not an allotment and does not constitute any right in the said apartment/plot(s). I/We shall be considered as intending allottee(s) only.

DATE

PLACE

Your signature

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name..... Signature..... Date.....

1. Type of Apartment/Plot/Unit..... Apartment/Plot/Unit No..... Floor.....

Use of Apartment/Plot/Unit:- ☐ Residential ☐ Commercial

2. Parking Type: ☐ Still/Podium ☐ Basement ☐ Big Basement (this is back to back parking space for 2 cars)

Parking Space No. with Details.....

3. PAYMENT PLAN:.....

4. Cost of Apartment/Plot/Unit.....

Total price payable for the Apartment/Plot/Unit Rs.....

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

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

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

7. BOOKING: ☐ DIRECT ☐ THROUGH SALES ORGANISER

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

9. Any Other Remarks:.....

10. Check List for Receiving Officer

- (a) Booking Amount cheques/drafts
- (b) Customer's signature on all pages of the application form
- (c) 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/Unds from NRI/FCNR A/c
- (h) For NRI: Copy of Passport & Payment through NRI/FCNR A/c
- (i) For Hindu Undivided Family (HUF): Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF.

Sales Organizer

Received by

Checked by

Checked by

Director

(NAME)

(CRM Accounts)

Internal Auditor/Operations

Signature

Signature

Signature

Signature

Signature

ACCEPTED ☐ REJECTED ☐

AGREEMENT FOR SALE
(Annexure-A)

This Agreement for Sale ("Agreement") executed on this ____ day of _____ 20__

By and Between

[Insert company name] (CIN no. [Insert company CIN no.]), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at D-25, Vivek Vihar, Delhi-110095 and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand, Indrapuram, Ghaziabad [PAN - [Insert company Pan no.]], represented by its authorized signatory [Insert Name] S/W/D/o [Insert name] (Aadhaar No. [Insert Number]) authorized vide board resolution dated [Insert Date] hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees),

AND

[If the Allottee is an Individual]

Mr./Ms./Mrs. [Insert Name] (Aadhaar no. [Insert Number]) & (PAN [Insert Pan no.]) S/W/D/o [Insert Number], aged about [Insert Age], residing at [Insert Address], hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)

[Please insert details of other allottee(s), in case of more than one allottee]

[If the Allottee is a Company]

M/s [Insert company/applicant name] (CIN No. [Insert company (applicant) CIN no.]) a Company validly existing under the provisions of the Companies Act 2013, having its registered office at [Insert Address] and its corporate office at [Insert Address] (PAN - [Insert company Pan no.]), represented by its director / authorized signatory Mr./Ms/Mrs. [Insert Name] S/W/D/o [Insert Name] (Aadhaar no. [Insert Number]) authorized vide board resolution passed in the meeting of the Directors held on [Insert Date], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), being party of the SECOND PART.

[If the Allottee is a Limited Liability Partnership Firm]

M/s [Insert company/applicant name] (CIN No. [Insert company/applicant CIN no.]) a Limited Liability Partnership Firm, duly registered under the Limited Liability Partnership Act, 2008 having its registered office at [Insert Address], acting through its authorized signatory Mr./Ms./Mrs. [Insert Name] S/W/D/o [Insert Name] authorized vide resolution passed in the meeting of the partners held on [Insert Date] hereinafter referred to as the "Allottee", which expression shall unless repugnant to the meaning and context thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns, being party of the SECOND PART.

OR

[If the Allottee is a Partnership firm]

M/s [Insert company/applicant name] (PAN [Insert Pan no.]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [Insert Address], represented by its authorized Partner Mr./Ms./Mrs. [Insert Name] S/W/D/o [Insert Name] (Aadhaar No. [Insert Number]) authorized vide resolution passed in the meeting of the Partners held on [Insert Date], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns), being party of the SECOND PART.

OR

Signature of First Applicant

Signature of Co Applicant (s)

[[If the Allottee is a HUF]]

M/s **[Insert Name]** HUF, having its office at **[Insert Address]**, acting through its Karta Mr./Ms./Mrs. **[Insert Name]** (Aadhaar no **[Insert Number]**) S/O/W/o **[Insert Name]** aged about **[Insert Age]** Residing at **[Insert Address]**, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees), being party of the **SECOND PART**.

*[Please add requisite fields and insert details of additional Allottee in case of more than one allottee]

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Allottee(s) :- Those who have executed the allotment letter thereafter a particular Apartment/Plot/unit has been reserved for that particular Allottee(s) and those who have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case more than one allottee the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the Apartment/Plot/unit.

Apartment Act :- The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016.

Area

Common Area and Facilities :- Means all facilities to be used by all the owners any Plot/unit, such as entrance lobbies, corridors, staircases, staircase shafts and munities, lobbies, lift, 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 house, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and all EPAL systems, common toilets, rain water harvesting systems etc. (as per defined RERA 2016).

CREDAI :- Confederation of Real Estate Developers Associations of India

Independent Area :- Means the Areas which are not even declared but not included as common areas for joint use of Apartment/Plot/unit and may be sold by the company/promoter without the interference of other Apartment/Plot/unit owners. (As per Apartment Act 2010 & 2016)

Limited Common Area and Facilities :- Means those areas and facilities which are designated in writing by the promoter before the allotment, subsequent to the transfer of any Apartment/Plot/unit as reserved for use of certain Apartments/Plot/unit to the exclusion of the other apartment/Plot/unit. (As per Apartment Act 2010 & 2016)

Fit Out Period :- After completion the remaining part in final touch to a particular apartment/plot/unit will be given during a prescribed schedule that duration is called the Fit Out Period.

Maintenance Charges :- Means the charges levied on Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township) to the Maintenance Agency at prescribed rates on the total area of the said Apartment/plot/unit, applicable on monthly basis and payable in advance.

A.A.O. :- Means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment Act 2010.

Township :- Means a large development having many projects wherein the entire internal infrastructure within the boundary of the area is provided by the Promoter.

Township Maintenance & Charges :- Means the monthly charges payable in advance through prepaid system/prepaid electric meter by the Owner/occupier of the apartment/plot/unit to the Promoter for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other development in the Township.

WHEREAS:

A The details of titles ownership of land/plot are annexed herewith as **Schedule A**.

B The said Land is earmarked for the purpose of building a Group Housing/ Commercial Project in accordance

Signature of First Applicant

Signature of Co Applicant (s)

with the layout and plans approved by the Competent Authority, comprising (Insert Number of Tower) Nos. multi storied apartment/unit buildings and as per sanctioned layout, and the said project shall be known as (Insert Project Name) ("Project").

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The (Insert Name of Authority) Development Authority has granted the commencement permission to develop the Project vide approval dated (Insert Date) bearing no. (Insert Approval Number);
- E. The Promoter has obtained the final layout plan approvals for the Project from (Insert Name of Authority) Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Lucknow on (Insert Date) under registration no. (Insert Number);
- G. The Allottee had applied for an apartment/plot/unit in the Project vide application no. (Insert Number) dated (Insert Date) and has been allotted apartment/plot/unit no. (Insert Number) having carpet area of (Insert Area) sq.mtr. ((Insert Area) sq.ft.) and total area (Insert Area) sq.mtr. ((Insert Area) sq.ft.) of, type _____ on _____ floor in Block no. _____ ("Building") along with garage/closed parking no. (Insert Number) admeasuring (Insert Area) square feet in the (Insert Project Name), as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment/Unit" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C);

The Allottee had applied for an plot in the Project vide application no. (Insert Number) dated (Insert Date) and has been allotted plot/unit no. (Insert Number) having area (Insert Area) square meter ((Insert Area) sq.yrd) along with garage/closed parking no. (Insert Number) admeasuring (Insert Area) square feet in the (Insert Project Name), as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule B and the floor plan of the plot is annexed hereto and marked as Schedule C).

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties.
- I. That the project is the part of a Township and the layout plan of the township has been sanctioned by the Development Authority, hereinafter all various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/Plot/Unit owner shall be confined up to the particular project where in the Apartment/Plot/Unit is situated. The up keeping and maintenance of the Township and the Project will be carried out by the Promoter or its nominees, the Apartment/Plot/Unit owner shall be liable to pay the township maintenance charges and the maintenance charges of the Project, if applicable where the project is the part of a Township.
 - II. The allottee shall not be entitled and have any right, title or interest in any other project, zone/area/facilities developed apart from the said project in the township. The sports/club facilities zone/area developed in The Township will always remain the property of the Promoter. The Promoter reserves the rights to dispose off the same or can charge membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein the area/land has been duly earmarked for particular usage, it is not an obligation towards the company to construct the building over the entire land of master plan, the Promoter may offer/transfer other areas of township for development and construction to other developers/promoters in accordance with usage defined in master plan and development of these areas will depend upon the market viability, if applicable where the project is the part of a Township.
 - III. That the apartment/plot/unit shall be sold as an independent apartment/plot/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 2 of The Uttar Pradesh Apartment Act, 2010.

Signature of First Applicant

Signature of Co-Applcmt In

- J** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Plot/unit and the garage/closed parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

TERMS

- 1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment/Plot/Unit as specified in para G;
- 1.2** The Total Cost of Apartment/Plot/Unit (duly specified in para G mentioned above) is Rs. {Insert Total Cost} (Rupees {Insert Total Cost in word} only) (Total of Rs. {Insert Total Cost in word} only).

Explanation:

- (i)** The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/Plot/unit;
- (ii)** GST is applicable for the real estate project. The taxes as applicable are payable by the allottee(s) over and above the consideration amount. The schedule of payment is set out in schedule D and applicable taxes are payable as per payment plan. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification;
- (iii)** The Promoter shall periodically inform to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv)** The Total Cost of Apartment/Plot/Unit includes: 1) proportionate share in the Common Areas; 2) Area of apartment/Plot/unit and 3) garage(s)/closed parking(s) as provided in the Agreement.
- 1.3** The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase in account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall attach the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4** The Allottee shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ N/A% per annum for the period by which the respective installment has been pre-paid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment/plot/unit, or building as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as per the provisions of the Act.
- 1.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent

authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 7.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot/Unit] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot/Unit];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.

(iii) That the computation of the cost of the [Apartment/Plot/Unit] includes recovery of price of land, construction of not only the apartment/plot/unit but also the Common Areas, internal development charges, external development charges, cost of provision of electric wiring, fire detection and firefighting equipment in the common areas and also the cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee, agreed that the [Apartment/Plot/Unit] along with [Insert type of Parking] garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

It is understood by the Allottee that all other rules, regulations and facilities falling outside the Project, namely [Insert Project Name] shall not be the part of the declaration to be filed with [Insert Name of Authority] Authority to be made in accordance with the RERA Apartment Act 2013/2016.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment/plot/unit to the Allottee, which it has collected from the Allottees for the payment of outgoings, including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment/plot/unit to the Allottee, the Promoter agrees to be liable, even after the transfer, to the Allottee, to pay such outgoings and other charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by the authority or person.

The Allottee has paid a sum of Rs. [Insert Booking Cost] Rupees [Insert Booking Cost in word] only) as booking amount being part payment towards the Total Cost of the [Apartment/Plot/Unit] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot/Unit] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest @ 9.5% per annum.

Signature of First Applicant

Signature of 2nd Applicant (s)

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of (Insert Company A/c name) payable at (Insert City Name).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendments/modification made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Government shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999, statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment/plot/unit applied for herein in any way and the Promoter shall be paying the payment received in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head/s of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME SCHEDULE

Time is of the essence of this Agreement as well as the Allottee. The Promoter shall abide by the time schedule for completion of the project and handing over the [Apartment/Plot/Unit] to the Allottee and the common areas to the possession of the allottees after receiving the occupancy certificate/ the completion certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in Schedule D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT/UNIT

6.1 The Allottee has seen the specifications of the [Apartment/Plot/Unit] and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications Annexed herewith as Schedule B & C. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the (Insert Name of Authority) Authority and shall not have an option to make any variation/alteration/modification in such plans other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 Fit-out

That although all the major construction of the apartments/units will be completed, however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period". It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/allottee(s) may get these final installations done in his/her/their own presence, if desired so. **Note:** The items in the apartment/plot/unit as per the specification (Schedule-B) (Not applicable for plot)

7. POSSESSION OF THE APARTMENT/PLOT/UNIT

7.1 Schedule for possession of the said [Apartment/Plot/Unit]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot/Unit] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot/Unit] on [Insert Date], unless there is delay or failure due to flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project "Force Majeure". If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that he/she shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot/Unit] and that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer to handing the possession of the [Apartment/Plot/Unit] to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, liabilities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter, on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Apartment/Plot/Unit: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the [Apartment/Plot/Unit] from the Promoter by executing necessary undertakings, undertakings and such other documentation as prescribed in this Agreement; and the Promoter shall give possession of the [Apartment/Plot/Unit] to the allottee. In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay the interest charges as applicable, the allottee(s) shall also be liable for the payments of levy/fine/charges imposed by the [Insert Name of Authority] authority.

7.4 Possession by the Allottee: After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot/Unit] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including construction plans, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Agreement.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the promoter herein is entitled to forfeit the 25% amount of the total cost of Apartment/Plot/Unit. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of

the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot/Unit], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot/Unit].

7.7 DISCHARGE OF OBLIGATIONS AND LIABILITIES TOWARDS THE PROMOTER

In all the cases of cancellation/surrender etc., after refund of the money paid by the allottee(s), Allottee(s) agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the allottee as follows:-

- i) The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the Project.
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- iii) The details of encumbrances are detailed in schedule-E.
- iv) There are no litigations pending before any court of law with respect to the said land, Project or the [Apartment/Plot/Unit].
- v) All approvals, licenses, permissions issued by the competent authorities with respect to the Project, said land and [Apartment/Plot/Unit] are valid and subsisting and have been obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot/Unit] and common areas.
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act which would be to the right, title and interest of the Allottee created herein may prejudicially be affected.
- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the said land, including the Project and the said [Apartment/Plot/Unit] which will, in any manner, affect the rights of Allottee under this Agreement.
- viii) The Promoter certifies that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot/Unit] to the Allottee in the manner contemplated in this Agreement.
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot/Unit] to the Allottee and the common areas to the Association of the Allottees as per law.
- x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the Schedule Property.
- xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- i) Promoter fails to provide ready to move in possession of the [Apartment/Plot/Unit] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment/plot/unit shall be in a habitable condition which is complete in all respects;
 - ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
 - ii) That where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot/Unit].
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest @ 2.5% per annum to the promoter on the unpaid amount at the rate specified in the Rules
 - ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after which the promoter Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot/Unit] to the Allottee and refund the amount already paid to him by the allottee by deducting the 5% amount of the total cost and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT/PLOT/UNIT

The Promoter, on receipt of complete amount of the cost of the [Apartment/Plot/Unit] under the Agreement from the Allottee(s) and execute a conveyance deed and convey the title of the [Apartment/Plot/Unit] together with proportionate share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate. However, in case the Allottee(s) does not deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned above, then and after the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her name till full and final settlement of all dues and stamp duty and registration charges due on Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1879 including any actions taken or deficiencies pointed out by the competent authority/ies.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT/PLOT/UNIT

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s).
- 11.2 For the up-keeping and maintenance of the project, maintenance charges are applicable and payable by the allottee(s), various other agreements like maintenance agreement, parking allotment (Not applicable for Plot), agreement for supply of electricity energy, power back-up also being executed at the time of execution of this agreement.

The non-refundable Interest Free Maintenance Security (IFMS) is payable to the Promoter Rs _____/- shall be charge for the apartment/plot/unit. 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 (Not applicable for Plot), parks, roads, security and other amenities falling under the common use and for the common areas of the project.

Presently the monthly maintenance charges has been decided for the apartment/plot/unit @ Rs. _____/- per sq.mtr based on the area of Apartment/plot/unit. However, the rate will be decided by the Promoter considering the rates of consumable and wages etc. at the time of possession which shall be final and binding.

The 25% amount of the Interest Free Maintenance Security (IFMS) shall be deposited in the head of Project/Township Maintenance and 15% of the Monthly Maintenance Charges collected from the Apartment/Plot/Unit shall be transferred and paid for the Project/Township Maintenance. The Maintenance Charges from the apartment/plot/unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in the head of Project/Township Maintenance. The charges of electricity consumptions of the common area of project and township are included in the maintenance charges therefore the electricity supply of apartment/plot/unit could be disconnected on account of non-payment of electricity charges. The Company reserves its rights to apply at the best possible method for collecting the Project/Township Maintenance Charges, the Project/Township Maintenance Charges may be collected separately by the Company if required so.

The amount of Interest Free Maintenance Security (IFMS) will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the date of obtaining completion certificate, equally notified by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the defect liability shall be limited to the defect in construction (i.e. structural) however, air cracks in plaster masonry, water seepage 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 for the fixtures and fittings most of which are covered under warranty by the manufacturer 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. In case the apartment/plot/unit owner has made internal changes in the interior of the apartment/plot/unit and the layout of the apartment/unit has been changed from its original state, the Allottee(s)/owner(s) shall not be entitled for the defect liability. (Not applicable for Plot).

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE

The Allottee hereby agrees to purchase the Apartment/Plot/Unit on the specific understanding that his/her right of the use of Common Areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association of allottees for the maintenance agency appointed by it and performed by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT/PLOT/UNIT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all

Signature of First Applicant

Signature of Co-Applicant(s)

Common Areas, garages/closed parkingis and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot/Unit] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the [Insert project name], shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services. (Not applicable for Plot)

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PLOT/UNIT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot/Unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot/Unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot/Unit] and keep the [Apartment/Plot/Unit], its walls and partitions, ceilings, floors, and appurtenances thereto or belonging thereto, in good and tenable condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicly material or advertisement materials on the facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting on the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot/Unit] or place any heavy load on the common passages or staircase of the Building. The Allottee shall also not remove any wall or existing the outer and load bearing wall of the [Apartment/Plot/Unit]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and in line with the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the foregoing conditions. (Not applicable for Plot)

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee, by entering into this Agreement for the allotment of a [Apartment/Plot/Unit] with the [Insert project name], acknowledges that laws, rules, regulations, notifications applicable to the Project in general and this project in particular, and the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time, all the laws, rules, regulations, notifications, demands and orders which are required by any competent Authority in respect of the [Apartment/Plot/Unit] at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Allottee undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016 And Real Estate Regulatory Act 2016.

The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh/Development Authority.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which shall be effective within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the fee in deposit shall be forfeited.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building/unit as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising thereunder in respect of the Project shall equally be applicable to and enforceable against all subsequent allottee(s) of the Apartment/Plot/Unit. In case of a transfer, as the said obligations existing with the Apartment/Plot/Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

Notwithstanding anything to the contrary, the exercise of discretion by the Promoter in the exercise of its sole option and discretion, without prejudice to its rights as set out in this Agreement, where the breach by the Allottee(s) in not making payments as per the Payment Plan and/or forwarding the payment of interest or advance payment, it is made clear and so agreed by the Allottee(s) that the exercise of discretion by the Promoter, in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

Nothing on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot/Unit] bears to the total carpet area of all the [Apartments/Plots/Units] in the Project.

28. OTHER CLAUSES

28.1 That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e., Internal development of the project. 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 Promoter.

28.2 That the allottee & co-allottee (if any) will have equal share in the apartment/plot/unit and in case of death of any of them the allotment 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 allottee(s), allotment 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 paid. 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 allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deducting the interest described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

Note: It shall be always clear that if availed loan for the apartment/plot/unit 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.

28.3 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 liability for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It shall also be cleared that the completion certificate in part could not be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 30 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provided by the Authority shall be deemed as issued provided in law/by laws, therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.

28.4 That it will be necessary to obtain a No Dues Certificate (NDC) from the Company in case of subsequent sale/transfer along with due incorporation of the particulars of the subsequent transferee(s) with the Company and the said NDC will be issued by the Company upon payment of administrative charges of Rs. _____ / per sq. mtr. of the Total Area of the apartment/plot/unit + prevailing taxes.

28.5 That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/plots/units through the wiring systems. The Electricity Connection shall be provided for the capacity as opted in the application form _____ KVA and also in accordance with all other Terms & Conditions as per the electricity supply agreement.

28.6 That the Power back-up facility availed as opted in the application form _____ KVA, no request for power backup facility shall be entertained later on if not availed. 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, the said load(s) will be final as opted in booking application.

28.7 That in case of reissuance of allotment letter, in part of agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Prevailing Taxes as applicable, as administrative charges and shall be payable by the allottee(s).

29. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

31. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____	Name: Allottee (s)
_____	(Allottee Address)
M/s _____	Promoter (s)
_____	(Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee as the case may be.

32. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

33. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

This agreement shall be deemed to be amended in accordance with the amendments/changes in the applicable law rules & regulations.

34. DISPUTE RESOLUTION

All disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, in the event of any dispute whatsoever arising between the booking/allotment of the said apartment/plot/units the grievances of the consumer shall be referred to the consumer redressal forum formed by the CREDAI WESTERN UP. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI. The arbitration proceedings shall always be held in the city of [Insert City Name, U.P./India]. The Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications shall govern the arbitration proceedings thereof for the time being in force (the option of arbitration by CREDAI is not compulsory, in case the allottees do not want to proceed with).

Further, if the dispute remains unsettled same shall be settle through the Adjudicating officer appointed under the Act.

Signature of First Applicant

Signature of Co-Applicant (s)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allytee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Proposer:

(1) _____

(Authorized Signatory)

WITNESSES

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE A - DETAILS OF TITLE OWNERSHIP

SCHEDULE B - PLEASE INSERT DESCRIPTION OF THE (APARTMENT/PLOT/UNIT) AND THE GARAGE/LODGE PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE C - FLOOR PLAN OF THE APARTMENT/UNIT (Not Applicable for the Plot)

SCHEDULE D - PAYMENT PLAN

SCHEDULE E - DETAILS OF ENCUMBRANCE OF THE PROJECT



- 1) Please rate your experience so far on following parameters-
- (a) Attitude of the Sales executive:- Excellent ☐ Good ☐ Average ☐ Poor ☐
- (b) Ambience of Sales Office:- Excellent ☐ Good ☐ Average ☐ Poor ☐
- 2) Remarks/Any Comments:

11

- 3) Would you like to provide any references whom we can contact for our business proposal?

iii) Normal

Abstract

Buy Direct All India

—TIMES

Environ Biol Fish (2015) 98:153–164

Abstract

Abstracted in:

Any Other Number:

340

Environ Biol Fish (2015) 98:1031–1044



DELIVERED RESIDENTIAL PROJECTS

Gaur Residency, Chander Nagar
 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, Gurgaon
 Gaur Homes Elegance, Gurgaon
 Gaur Grandeur, Noida
 Gaur Global Village, Crossings Republic
 Gaur Gracious, Muradabad
 Gaur Cascade, Raj Nagar Extn. NH-5
 Gaur Saundaryam, Ph-2, Gr. Noida (West)
 1st Avenue, Gaur City
 4th Avenue, Gaur City
 5th Avenue, Gaur City
 6th Avenue, Gaur City
 Sanskriti Vihar, Gaur City-2
 11th Avenue, Gaur City-2
 12th Avenue, Gaur City-2
 16th Avenue, Gaur City-2



DELIVERED COMMERCIAL PROJECTS

Gaur Central Mall, RDC, Rajnagar, GZ
 Gaur High Street | Rajnagar Extn. 3, GZ
 Gaur Grassy, GZ
 Gaur Square, Gurgaon, GZ
 Gaur City Plaza- Gaur City, Gr. Noida (West)
 Gaur Biz Park, Indirapuram
 Gaur City Galleria, Gr. Noida (West)



OUR RERA REGISTERED PROJECTS

Gaur Alutyam, Gr. Noida
 UPRERAPRJ6838
 Gaur Saundaryam, Ph-2, Gr. Noida (West)
 UPRERAPRJ6335
 Gaur Siddhartham, Siddharth Vihar
 UPRERAPRJ3935
 Gaur Sportswood, Sector-79, Noida
 UPRERAPRJ3528
 2nd Parkview, Yamuna Expressway
 UPRERAPRJ4484
 16th Parkview, Yamuna Expressway
 UPRERAPRJ6801
 32nd Parkview, Yamuna Expressway
 UPRERAPRJ4193
 7th Avenue, Gaur City, Gr. Noida (West)
 UPRERAPRJ6695
 14th Avenue, Gaur City-2, Gr. Noida (West)
 UPRERAPRJ6742
 Gaur Mulberry Mansions, Gr. Noida (West)
 PH-02: UPRERAPRJ7057, PH-03: UPRERAPRJ4197
 Gaur City Center, Gr. Noida (West)
 UPRERAPRJ4780
 Gaur City Mall, Gr. Noida (West)
 UPRERAPRJ6934
 Gaur City Arcade Gr. Noida (West)
 UPRERAPRJ10206
 NYC Galleria, Yamuna Expressway
 UPRERAPRJ4402

GAURS

OF REAL ESTATE

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