

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 tha' 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

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

GAUR CITY CENTRE-RERA
PHASE - 1

GAURS

RENTAL AGREEMENT

I/We the applicant do hereby declare that my/we above particulars/information's given by me/us are true and correct and nothing has been concealed therefrom. It is also clear to me/us that this application form is not an agreement and does not constitute any right in the said apartment. I/We shall be considered as Informing Agent(s) only.

DATE: _____
PLACE: _____

SIGNATURE OF THE APPLICANT

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name _____	Signature _____	Apartment / Unit No. _____	Date _____
Type of Apartment / Unit :-	<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	Floor _____	
No. of Apartments / Units :-	<input checked="" type="checkbox"/>	Rooms _____	
Parting Type :-	<input checked="" type="checkbox"/>	Offices _____	
Other Details _____	<input checked="" type="checkbox"/>	Commercial Premises _____	
Cost of apartment / unit _____	<input checked="" type="checkbox"/>	Industrial Premises _____	
Total price payable for the apartment _____	<input checked="" type="checkbox"/>	Residential Premises _____	
4. PAYMENT PLAN _____	<input checked="" type="checkbox"/>	Commercial Premises _____	
5. Payment received from Owner _____ or Rs. _____	<input checked="" type="checkbox"/>	Industrial Premises _____	
6. Previous Renting Record No. _____	<input checked="" type="checkbox"/>	Residential Premises _____	
7. INDUSTRY: DIRECT / _____	<input checked="" type="checkbox"/>	Commercial Premises _____	
8. Sale Organization Name & Address, Stamp with Signature _____	<input checked="" type="checkbox"/>	Industrial Premises _____	
9. Any Other Remarks _____	<input checked="" type="checkbox"/>	Residential Premises _____	
10. Checklist for Receiving Officer:	<input checked="" type="checkbox"/>	Commercial Premises _____	
(i) Booking Agent's characteristics	<input checked="" type="checkbox"/>	Industrial Premises _____	
(ii) Customer's signature on all pages of the application form	<input checked="" type="checkbox"/>	Residential Premises _____	
(iii) Photocopy of the application (1)	<input checked="" type="checkbox"/>	Commercial Premises _____	
(iv) PAN No. & copy of PAN Card / Undertaking Form No. 6/6	<input checked="" type="checkbox"/>	Industrial Premises _____	
(v) Tax Comptroller, Head Office or Indian origin Passport Photocopy/Proofs from NID/FCRA/AC	<input checked="" type="checkbox"/>	Residential Premises _____	
(vi) The partnership Form 1 photocopy of firm Registration and partnership deed	<input checked="" type="checkbox"/>	Commercial Premises _____	
(vii) Copy of Passport & Payment through NEFT/NCBA/AC	<input checked="" type="checkbox"/>	Industrial Premises _____	
(viii) The Trade Unions/Trade Union's Authority letter from all co-partners of HUF authorizing the Karta to act on behalf of HUF	<input checked="" type="checkbox"/>	Residential Premises _____	

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and vice versa and vice versa.

Letter of nomination of some body at his / her instance, application for extension of time, whose particulars are set out in the booking application form and who has appointed his signature for a tenement of dwelling agreed to the terms & conditions of the booking application form.

Application (Booking Application Form) :- A request for allotment of Apartment/Unit made by the Plaintiff/Third Party on a standard formal society booking application form of company. In case of more than one applicant the other will be considered as co-applicant, prior to execute the allotment letter they will be considered as co-trading Agent(s).

Allocation Letter :- Confirmation of booking of Apartment/unit by the Company, a format containing the terms and conditions of the allotment, duly executed between the Company and trading Agent(s).

Abstinent (s) :- Those who have executed the allotted letter (hereafter a particular Applicant and his/her family members) in time and conditions till the time and conditions of conveyance is returned to the Plaintiff/Third Party and those who have agreed to abide by all the terms and conditions of the allotment and the co-applicant(s) will have the equal share in the other flats.

Apartment Act :- The Uttar Pradesh Apni Act (Promotion of Construction, Ownership and Tenancy Control Act), 2010.

AREA

Area of Land :- Total Area of land over which the project going to be constructed

Central Area :- Includes the net usable floor area of an apartment, embarking the area covered for the residential walls, service units, service shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but excludes the area occupied by the external facilities such as the apartment.

Common Area and Facilities :- Includes all the permanent fixtures, furniture, fixtures, staff and machine room, all service shafts, fire escape shafts, all underground, overhead, central plant rooms, transformer and ITI cell board rooms, entrance and exit of the project, water supply, treatment plants, pump house, sewage systems and STP, STACH, systems, common toilets, lifts, water harvesting system etc.

Independent Areas :- Where the areas which have been created but not Imbued in common areas for joint use of Apartment/Unit and may be used by the Company/Person without the interference of other Apartment/Unit tenants.

Limited Common Areas and Facilities :- Areas those areas and facilities which are designated by the promulgator before the allotment, sale, transfer or any other means of disposal or service for the convenience of the residents in the regulation of the common apartment/Unit.

Total Areas :- The area after keeping in the other contract relating to having the residential common areas over the entire area of the project.

In fully developed in the layout plan of the Apartment/Unit

Cost of Apartment/Unit :- Cost of Apartment/Unit in the total Central area amount of a building Apartment/Unit, cost of the connection, power bus tap connection or any other item, 13.5% and the applicable tax or octroi, lease term, parking, cost for the Apartment/Unit

COSTS :- Consideration of Real Estate Developers Association of India

Estimated Amount :- Ten percent (10%) amount of the cost of the apartment/unit in the Central Area which includes the estimation with all types of applicable charges for allotment/purchase of an apartment/unit. The estimated amount will be followed in case the apartment/unit is not completed.

IN ONE PERIOD :- After completing the construction the final monthly instalisation of the Apartment/Unit will be from the date of allotment to the date of completion of the Apartment/Unit. The duration of such period is six months from the date of offer (or in case where the buyer does not buy the unit within six months of the allotment date) or otherwise.

Note:- The firm in the commercial unit shall be subject to the effects of laws of the country in which it is located.
For Collection: Owner :- Implies any agent or combination of agents in circumstances similar to him or her who is liable to be liable for the acts of or omissions of the agent or agents, or (ii) decide the adoption of reasonable measures to be採取ed, or caused to be prevented, and which adversely affects the company's ability to recover its payments under the application which shall include but not be limited to

Signature _____ Date _____

Signature _____ Date _____

Signature of the 1st Applicant

Signature of Co-Applicant

GAURS

- (a) Acts of God : (i) drought, flood, earthquakes, epidemics, natural disasters.
 Explosions or accidents, strikes and stoppages, acts of terrorism.
 Strike of local crafts, industrial dispute.

(b) Non-deliverability of material, delay or other construction material due to strikes of material units, suspension, transportation or other interruptions or due to any reason whatever.

(c) War and hostilities of man, racial breach, act of terrorism or civil commotion

(d) The promulgation or announcement in any law, rules, or regulations or the issue of any injunction, court order or directions from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as required in this Application.

(e) Any authority's instructions, delays, withholdings, denial of necessary approvals for the said project and building or any other matter relating to such approvals, permissions, notices, notifications by the concerned authority/authorities become subject matter of any judicial or administrative proceeding for any reason whatsoever.

(f) Loss and damage to the project comprising of whole planning of construction, open areas and drainage of road and River . - The Architectural Drawing of project comprising of whole planning of construction, open areas and drainage of

Project and Plans :- The Architectural Drawings of project comprising of site planning of construction, open areas and drainage of periphery of Apartments. There are mode of payment towards the maintained building of Apartments/units having monthly, bimonthly and the half yearly 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 Abitent(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 responsible of the project to ensure its Township to the Maintenance Agency @ prescribed rates on the total area of the Township mentioned, applicable on monthly basis and payable in advance.

A.A.O. :- Means an Association of Apartment Owners who are body formed by the Owners of each Apartment (responsible of construction, Ownership and Management).

Lease :- shall mean any and all agreements or contracts payable by the Company or any other person or persons to the State Government or any other authority, State Bank or Central Bank for works contract in respect of civil, electrical, civil, educational, res., G.S.T. or any other taxes, levies, rents, fees, charges, etc. imposed by the Government in connection with the development/construction of the Said Apartment/Unit or Project.

Tenantship :- means a large development having many Projects which lies in internal infrastructure within the Boundary of them and are managed by the Company.

Tenantship Maintenance & Charge :- means the monthly charges payable in advance through bank instrument or direct electric meter by the Owner/OC/holder of the Apartment/Unit to the Company for maintaining various services like maintenance, street lighting, cleaning of periphery of Apartments.

GAUR CITY CENTRE-RERA
PHASE - 1

Details of Title and Ownership of the Company (Unquoted) from which the Author learnt C7

Institute of Co-operative

Signature of First First Amendment

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GAURS

www.gaur.com

9. That the apartment lies East, Direction, sevice 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 activities within the boundary of the project i.e., external development of the project. The duty in providing the above said facilities on the part of the Development Authority concerned shall be considered the duty on part of the Company.
10. The sum of ten percent (10%) of the cost of the apartment and is the earnest money for the booking of the apartment/Unit in case the applicant(s) do not want to continue with same should be forfeited and non-refundable.
11. That the applicant(s) has read over and understood all the conditions/terms & conditions of maintenance agreement, parking allocation, agreement for supply of electricity, agreement for power back up etc. which will be executed with execution of the apartment.
12. That in the case of formation of Absentee Company, will inform GAURS a written letter having information of location in which it will be necessary to execute the transaction. No other information or the evidence of existence of account shall be given after the expiry of that date.
13. That after providing the letter of attachment bank and the terms & conditions which are as per described in the booking application and the application after the execution of documents, shall be considered as valid.
14. That the schedule of payment/adjustment mentioned in the application form is the final & condition which shall be responsible for making payment on time, any legal demand letter for the balance and failing due will not be required to be sent by the Company and that cannot be claimed as a right or any duty/obligation towards the Company.
15. That the instruments of payment will run as specified 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 amount will be deducted from the deposit amount at the time of final payment. The applicant(s) deserves of know that the interest will be deducted upon the delayed payment from the Company's corporate office or from the consumer portal on Company's website. Late payment is the main essence of the booking, and in case of delay interest (P.10.5 per annum) shall be charged for the delayed period. In case if two regular installments remain unpaid the booking/Advance shall be treated as canceled and 25% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any arbitration. The cash refundable amount will be deposited only after completion of the apartment/unit and after the delivery of certificate of completion from the developer. The company will provide utilization of the deposited amount for the development and construction of the project.
16. That the applicant(s) comprehend fully and have read that a certificate of completion of the apartment/unit and in case of death of any of them the booking certificate from the bank of issued to them, similarly in case where any dispute arises between the applicants booking will consider only after providing comment in writing them and his Offidical Chitificate. The interested owner will be changed the dispute whenever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / advancement for two months only thereafter the Company can cancel the said booking/advance and the applicant(s) shall have no claim or right whatsoever except in the claim of refundable amount shall be refunded after deduction of procedure described above. For the refund the consent of the Government or Authority concerned shall not be necessary.
17. That the Company/developer may make the transferred apartment/unit in its possession after receiving 10% of the cost of the Apartment/Unit as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of possession.
- Note : - There will be no delay in payment due to any reason whatsoever. It will be always clear that the sanction of loan from Bank or any other institution shall be the sole responsibility of the applicant(s). It shall be always clear that if availed loan for the apartment/unit the dues of the Banks/financial institutions shall be referred directly to all the cancellation / refund cases. Any amount paid in terms of loans to the Government or Authority concerned shall not be refunded.
18. That the applicant(s)/unit and the family members have a right to visit and inspect the project site during the course of construction, while depicting their right if any loss or damage happens, the Company shall not be held liable for any loss/damages or any other expenses on account of such visit.
19. That in case of absence of letter, in case of advancement, permission to negotiate or any other document is required and requested by the applicant(s)/agent(s) or bank/financial institutions, the Developer has sole right to refuse or reject the refinement. The refinement at every time shall stand at a fee of Rs. 1000/- plus service tax as applicable. An additional rate of charges and shall be payable by the applicant(s).
20. That any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) including 5.5% change in the area of the apartment/unit including term/size/alterations, there will be no extra charge/ridings by the Company and the

apartment(s) shall not be modified for any reason.

21. That although all the major construction of the apartment/unit will be completed however the final touch i.e., finalization of boundary work, roof top, windows, hardware accessories, final touch of piping etc., will be done during the '1st Oct' Period of 1st anniversary year, thereafter the minor touch of piping etc., will be done during the '1st Oct' Period of 1st anniversary year. It has been experienced that if the final touch to an apartment/unit has been given and the possession delay as the directly do not presented with the sold finished apartment/unit and determines with the gain of time, therefore the cause of the '1st Oct' period has been adopted and being applied. The final touch which will be 20 to 30 days for an individual apartment and the customer(s) may get delayed and being applied.
- Note:- The terms in the commercial unit shall be as per the specifications (Annexure A).
22. That it is thoroughly clear to the applicant(s) that finalizing of the apartment/unit shall be done after completion of entire amount and obtaining NO TAKES from the company. Periodicity of completion certificate shall not be the reason to hold the sale.
23. That the proposed project is compact and every block. As soon as the construction of particular block(A) is to be completed with all the basic amenities attached to that, the company after applying for the completion certificate in particular block(A) to the authority concerned will offer the fit-out of the apartment/unit. The construction of remaining blocks will be on going. It can take further time till the final completion of the project. The fit-out of the apartment/unit as and when it will be offered shall not be delayed on account of delay in issuance of completion certificate or ongoing construction or any other reason whatsoever.
24. That the construction could be completed prior to the date mentioned in the booking application form. In that case fit-out of the apartment/ unit cannot be denied on any ground whatsoever. The date given in the application form is an approximate one and construction could be completed earlier to that.
25. That only after the registration of Sale deed/Title Deed will be presented the applicant(s) shall be considered as the owner of the apartment/unit.
26. That the majority of the units in the project will be completed within 6 months from the estimated completion date of the project.
27. That there is likely to have some delay in handing over the possession of Apartment and beyond the 6 months from the estimated completion date of the project, which were written in the contract of sale. The Company will pay to the Applicant(s) an interest of 0.5% per month on the amount deposited until the completion of the project. The interest will be calculated on the amount deposited minus the amount already spent on the project. In case the applicant(s) has purchased with possession of apartment, the penalty of 10,000/- per sq.mtr. per month of the carpet area of the apartment/unit shall be applicable and payable by the applicant(s) until the date of completion.
28. The holding and waiting period of an apartment/unit shall have a total maximum of 6 months. From the date of issuance of completion certificate where the developer do not proceed for possession to the subscriber due to non-compliance of terms and conditions, the developer shall be liable to pay double the total amount paid by the subscriber in respect of the unit and also interest on the same at the rate of 12% per annum from the date of issue of completion certificate.
29. For all the cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be retained and same be released from the Company.
30. That any delay on account of the authority or insurance of the completion certificate shall be considered as a delay in completion on the part of Company. The date of application for completion certificate shall be pronounced on the date of completion. The Company shall not be liable for the penalty for delay in possession after the said date in any case for delay in possession will be confined up to the date of applying for the completion certificate only. If it is held cleared that the completion certificate is issued to the concerned authority concerned after the completion of the project, the developer will be liable to pay double the amount paid by the subscriber along with all the applicable formalities, but the amount in excess of 90 days from the date of applying for the completion certificate shall not be applicable. The developer is the holder of completion certificate and shall be a reason for denial of taking the possession.
31. That there will be defect liability period of two years as per Aadhar Act 2000 Chapter II Clause 4(f), from the date of offer for procurement. The defect liability shall be limited to the defect in construction (structure) however, air cracks in plaster may occur in any age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the thought out from major of which an event occurred under supervision by the manufacturer or manufacturer. However, in the event of recurring problems and if the bought out in terms, the Company shall co-operate with the purchaser in sorting out the issues. In case the flat owner/lessee have made any changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently the defect liability period shall not be limited for the defects liability.

Signature of Co-Applier(s)

Signature of the First Applicant

Signature of Co-Applier(s)

31. In case the applicable regulations require the lessee under whom the lessee holds the leasehold or leasehold interest in the real estate for which the leasehold interest in the real estate and shall be exercised and registered only after completing the completion of Building Defects, compensation after receipt of total consideration and other charges, The other connected expenses/charges etc. cost of Building Defects, compensation for loss of fixtures, decoration expenses and Advances in these charges, those fees and charges which he bears and pay the amount(s) and who only and he is responsible and liable for paying off the same in any way (symmetrically) without any prior notice to the lessor party and delivery thereof to the government/complaint authority over the amount/bill letter, statement of payment and agreement for maintenance, etc. energy and power back-up etc., shall also be paid and borne by the lessee(s).

32. That all Sale deeds/Dak New deed is executed and registered, the Company shall contribute to the expense of the apartment/unit. If the apartment/unit sold not giving any right or title or interest in the apartment/unit from whom the apartment/unit been received by the Company. It is further clarified that the Company is not contributing any amount towards the apartment/unit as a sum for the Company shall have full and charge over the apartment/unit for sale by the lessor and payable to the Company.

33. That it will be necessary to obtain a No Defect Certificate/NOC from the Company in case of subsequent sale/lease along with the documents of the particulars of the subsequent buyer(s) with the Company, and the said NOC will be issued by the Company upon payment of applicable fee charges @ Rs. _____/- per sq. mtr. of the Total Area of the Apartment/unit's service tax.

34. That all Leases such as House Tax, Water Tax, Sewerage Tax, Electricity Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) or apartment/unit from the date of possession/transfer date.

35. That the owner(s) after possession shall comply with all the statutory requirements and compliances as per the Norms of Environmental Impact Assessment (EIA) norms, UP Pollution Control Board's Water Committee Norms 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/or the Association of Apartment Owners (i.e. and when the AAO, formed and run as a pronet by the Company) and shall be responsible for all obligations, violations or breach of any of the conditions of law/regulations of rules and regulations.

36. That it is necessary to avoid conflicts of services and to maintain a separate connection for each individual unit and no single point connection shall be provided for the apartment/unit.

37. That in a group housing/ residential building/ building the developer has performed a detailed plan wherein the particular space shall be allotted with specific members in an determined parking space for a specific apartment/unit. (The car parking space allotted to the apartment/unit is to be used for the apartment/unit subject to the terms and conditions mentioned in Annexure).

38. That the basic connection fees as per the permissible rates by the concerned authority shall be charged and no additional charges will be levied for the basic connection fees.

39. That a single point electricity connection will be taken for the building from the Concerned Authority and the electricity will be distributed through separate meters to the apartment/unit's through pre-paid system. The Electricity Connection will be provided for the property as agreed in its application form and also in accordance with all other Terms & Conditions and the Electricity Supply Agreement.

40. That the Power back-up facility can be availed in opted in this application, no request for power back-up facility shall be entertained later on. The per unit rate of the power back-up unit (unit rating of DC 10kW) shall be subject to the prevailing rates of net at the time of possession.

41. Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made. Therefore, the said load will be fixed as reported in the booking application.

42. That the rate for Electricity charges will be per the present load meter of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. I understand the true nature of the units will be charged extra. Power back-up consumption charges will include the fixed charges (Rs.10kW) in case of non-use of power back-up which will be payable along with the normal load charges the rates of which will be decided by the Company on the basis of the cost of the units like Rent, water etc. and will increase / decrease along with the cost of these units. The details are attached with Electricity Supply Agreement. The rates for Electricity and Power back-up connection including the fixed charges (payable in case of ultimate/peak usage of electricity and power back-up) will be decided by the UPPCL authority.

43. That it is hereby agreed, understood and declared that the Company may take cancellation from/解除 from for obstruction of the above said Project from the time of financial institutions after non-usage of apartment/unit or end of the said Project. Likewise, the liability lies in respect of apartment/unit in favor of applicant (s) will be canceled and transferred to the concerned encumbrances at the time of registration of name.

44. That if there any disputes like, Trade Tax, VAT, CLT, and Additional Income, Miller Tax, changes, transformation to the terms, costs and fees etc. as assessed and attachable to the Company in consequences of Court under "Complaint/ Development

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Signature of Co-Applicant(s)

Structure of the New Approach and

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Your Own World

53. That in the event of any dispute whatsoever arising connected with the booking/tenure of the said apartment/Project, the grievance of the customer shall be referred first to the consumer tribunal formed by the GRCDAI WESTERN U.P. The said arbitration is subject to arbitration by the designated committee of arbitrators appointed by the GRCDAI 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) thereto govern the arbitration proceeding 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.

Log onto GRCDAI (MCB) at www.grcdai.org

54. In case of HR Application (i) evidence of the possession of the Foreign Exchange Management Act (FEMA) and any other law as may be prevailing shall be the responsibility of the applicant(s).

55. That the following documents are annexed herewith which are also being the part of this application form.

- A) Specifications of the Apartment/Unit
- B) Specification of the Project/Development
- C) Details of Title and Ownership of the Company
- D) Layout Plan of Proposed Project
- E) Legal plan of Apartment/Unit
- F) Price List
- G) Payment plan

Disclaimer : I have fully read over and understood all the terms & conditions mentioned herein above and terms & conditions mentioned in maintenance agreement, parking agreement, agreement for supply of electrical energy agreement, for power back up. My/Our all query has been duly addressed by the concerned authority. I/We have read and taken legal advice from the counsel of my/our own choice. I/We agree to receive Date for delivery of the unit on the date of completion of the project. My/Our Date of birth is DD/MM/YY. I/We hereby give my/our consent to GRCL The Company can use my/our name and photograph for advertisement purpose and I/We shall not object to the same. I/We shall not make any claim against the Company for the same.

Yours faithfully,

UT OWN WORLD

DATE:

PLACE:

Signature of the First Applicant

Signature of Co-Applicant(s)

Signature of the First Applicant

Signature of Co-Applicant(s)