

Before :- _____

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

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

With Regards

APPENDIX IV.1/

GURS
OF OWN WORLD

APPLICATION FORM

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

2. SECOND APPLICANT (Co-Applicant)

Mr/Ms/Ms _____

S/P/D of _____ Profession/Service _____ Nationality _____

Date of Birth _____

Residential Status: Single ☐ Married ☐ Foreign National of India Origin ☐

Income Tax Permanent Account No. _____

Permanent Address _____

Correspondence Address _____

Telephone No. _____ Mobile No. _____

Fax No. _____ E-mail ID _____

Designation, Office Name & Address _____

Official Phone No. _____ Official E-mail ID _____

Relation with First Applicant _____

M/A _____ A partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at _____ through its partner authorized by deed with their resolution signed by all Partners required. S/D/W/o _____

Partners: _____ Copy of the resolution signed by all Partners required. PAN/ITN _____ Registration No. _____

Telephone No. _____ Fax No. _____

Dead ID _____

Or _____

M/A _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shareholder. S/D/W/o _____

Shareholder _____ Authorized by Board resolution dated _____

Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required. PAN No. _____

Telephone No. _____ Fax No. _____

Dead ID _____

DETAILS OF APARTMENT/UNIT

Apartment/Unit No. _____ on _____ Floor, Block _____

Type of Apartment/Unit _____ Residential ☐ Commercial ☐

Carpet Area of the Apartment/Unit _____ Sq. mtr. (Sq. ft.) approx.

(Total Area of the Apartment/Unit _____ Sq. mtr. (Sq. ft.) approx.)

As per specifications attached herewith as Annexure A.

150 MTR. = 10.764 SQ.FT.

Signature of the First Applicant

Signature of Co-Applicant(s)

6. COST OF APARTMENT/UNIT

To _____ (In words _____)

The said rates are exclusive of retention charges/Laxes mentioned hereunder.

Note: Payments to be made by A/C Payee Cheque/NTS. Demanded Draft(s) in favor of "Company" payable at Debit/Holder/Cashier/Drawn A/C payee cheque should be of Debit NCR or all pay.

7. PAYMENT PLAN _____ (Payment Plan Enclosed Annexure 1)

8. LTV regular electrical connection for _____ KVA (Minimum 5 KVA/7.5 KVA/20 KVA/30 KVA for Commercial unit in 11)

9. LTV regular power back-up of _____ KVA (Minimum 1 KVA/2 KVA/3 KVA/5 KVA for Commercial unit and 1 KVA for residential unit) charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel

- All the terms & conditions of agreement for electricity & power back-up shall be also applicable and binding

- The electrical installation / Items (Cables / Cables / Cables / Cables) shall be designed with 100% derivatives for therefore for 10000 KVA load only 6000 KVA capacity shall be installed

10. Parking Type _____

Other Details _____

11. Service Tax will be charged on _____

(a) Cost of Apartment/Unit as applicable to Rs. _____ (Payable as per payment plan)

(b) Other charges as applicable to Rs. _____ (Payable as per payment plan)

12. Value Added Tax Rs. _____ (Payable as per payment plan)

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

14. STMS (Interest Free Maintenance Security) Rs. _____ (In words _____)

Note: 25% out of the total STMS shall be transferred in the bank of Township Mailed Insurance Account (Applicable if the project is the part of a Township)

15. Monthly Maintenance Charges or residential unit / commercial unit of Rs. _____ per Sq. Mtr. based on the total area of Apartment/Unit along with service tax as applicable

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

16. Estimated Date for the Possession of Apartment / Unit _____ (Care Period of 6 months)

17. In Case of Commercial Unit, Required to be made as details mentioned below

a) Name _____

b) Bank Name & Branch _____

c) Account Number _____

d) IFSC Code _____

18. Any Other Remarks _____

Signature of the First Applicant

Signature of Co-Applicant(s)

9. That the electricity, gas, water and sewer 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 Company.
10. That the cost of ten percent (10%) of the cost of the apartment/unit is the earnest money for the booking of the apartment/unit i.e., the applicant(s) does not want to continue who seem 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 backup etc. which will be executed with execution of the allotment.
12. That at the time of execution of Allotment Company will inform via a welcome letter having intimation of dates in which it will be necessary to execute the allotment. No further intimation for the execution of allotment shall be given after the expiry of that date.
13. That after providing the letter of allotment having all the terms & conditions which are also described in the booking application and necessary after the execution of allotment, shall be considered as allotment(s).
14. That the schedule of payments/allotment mentioned in the schedule has been duly explained to the applicant(s) who shall be responsible for making payments on time, any separate demand letter for the allotment falling due will not be required to be sent by the Company and that cannot be claimed as a right for any duty/obligation towards the Company.
15. That the installment(s) of payment will not be asked for in the booking application. The applicant(s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The applicant(s) desist out of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the consumer portal on Company's website. Twenty percent is the main interest of the building, and in case of delay interest @ 15% per annum shall be charged for the delayed payment. In case two regular installments remain unpaid the booking/allotment shall be treated as cancelled and 25% of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after booking of the apartment/unit and after receiving the sum of refundable amount from the new buyer. As the Company/Developer utilized the deposited amount for the development and construction of the project.
16. That the applicant(s) co-applicant(s) will have equal share in the apartment/unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if involved a loan. Similarly in case where any dispute arises between the applicants booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged the deposit what/when stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking / allotment for two months only then after the Company can cancel the said booking/allotment and the applicant(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as per procedure described above for the refund of the amount of the applicant(s) with respect to the share shall be necessary.
17. That the Company/Developer may realize the committed apartment/unit in its sole discretion after receiving 80% of the cost of the Apartment/Unit as an advance payment. The said realization charges shall be calculated on the prevailing rates at the time of realization.
- Note: Twenty percent being the main interest of the building, any delay to payment due to any reason whatsoever, may it be sanction of loan from bank or any other reasons shall be the sole responsibility of the applicant(s). It shall be always clear that if needed loan for the apartment/unit, the date of the bank/financial institutions shall be refunded directly in 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)/allotment(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/damage or any other expenses on account of such visit.
19. That in case of release of allotment letter, the fee/advance payment, permission to mortgage or any other documents is required and requested by the applicant(s)/allotment(s) or bank/financial institutions, the Developer has sole right to refuse or reject the request. The refundable amount at every time shall attract a fine of Rs. 10000/- plus Service Tax as applicable, an administrative charge and shall be payable by the allotment(s).
20. That any alteration / modification at the Company may deem fit or as directed by any competent authority(ies) resulting a 5% change in the area of the apartment/unit including internal/external/curb, there will be no extra charge/claim by the Company when the

Signature of the First Applicant

Signature of Co-Applicant(s)

- applicant(s) shall not be entitled for any refund.
21. That although all the major construction of the apartment/units will be completed however the final touch i.e., installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch paint etc. will be done during the "Hand Over" period of the months. It has been experienced that if the final touch is an apartment/unit has been given and the possession delays as the allotment(s) do not proceed with the said finished apartment/unit get deteriorates with the span of time. Therefore the completion of the final touch has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the correct(s) may get these final installations done in the first/Third ownership, if desired to.
- Note:- The terms in the contract shall be as per the specifications (Annexure A).
22. That it is thoroughly clear to the applicant(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NOC/DUES from the company. Priority of completion certificate shall not be the reason to hold the dues.
23. That the proposed project is comprised of many blocks. As soon as the construction of particular block(s) will be completed with all the basic amenities attached to that, the company after applying for the completion certificate of particular block(s) 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 deemed an account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever.
24. That the construction could be completed prior to the date mentioned by the booking application form in that case fit out of the apartment / unit cannot be deemed on any ground whatsoever. The date given in the application form is an eventment only and construction could be completed earlier to that.
25. That only after the registration of Sale deed/ Sub lease deed with possession the allotment(s) shall be considered as the owner of the apartment/unit.
26. That the monthly maintenance charges shall commence from the day of possession.
27. That if there is delay in handing over the possession of the apartment/unit beyond the stipulated period of 6 months from the scheduled date of possession due to any reason which were within the control of the Company, the Company will pay to be allotment(s) an interest @ 0.5% per annum over the deposited amount to the extent of the apartment/unit including the loans and other charges provided that the due installment(s) were not repaid on the day of possession of the apartment/unit. The penalty of Rs. 100/- per sq. meter, per month of the Carpet Area of the Apartment/Unit shall be applicable and payable by the allotment(s) the said penalty shall commence from the date of expiry of 6-month period.
28. The holding and waiting period of an apartment/unit shall have a limit maximum of 6 months. From the date of issuance of completion certificate where the allotment(s) do not proceed for possession i.e., the sub-lease deed of apartment/unit remains pending at the end of the allotment(s) from the entire cost has been paid, the said allotment shall be treated as completed and no other claim except to refund of amount without any interest and with deduction of 25% of Cost of Apartment/Unit will only be entitled and refunded.
- Note:- For all the cases of refund, the amount deposited as applicable loan and delayed period interest shall not be refundable and cannot be claimed from the Company.
29. 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 the Company. The delay of applying the completion certificate shall be presumed in the date of completion, the Company will not be liable for the penalty for delay in possession after the said date i.e., any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is hereby clarified that the completion certificate is not issued also be obtained after depositing the requisite fee and obtaining the NOC/DUES from all the concerned department. After the expiry of 30 days from the date of applying for the completion certificate along with all the required formalities and documents in case not issued/provided by the Authority, it shall be deemed as agreed provided in law by law. Therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
30. That there will be defect liability period of two years as per Apartment Act 2000 Chapter II Clause 403. From the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e., structural) however, air cracks in plaster masonry work up to 10mm and windows shall not be considered as defects. Defect liability shall not cover force majeure situation such as damage resulting from war, flood, earthquake etc. The defect liability is not applicable on the brought out items such as air, covered under warranty by the manufacturer themselves. However, in the event of recurring problems with the brought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/units and the layout of the apartment has been changed consequently the allotment(s)/owner(s) shall not be entitled for the defect liability.

Signature of the First Applicant

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51. In case the applicant(s)/subscriber(s) surrender /cancel the booking/abandon at any stage due to any reason what so ever then 25 % of the cost shall be forfeited (without any refund).

52. That the Sale deed/Sub lease deed of the apartment/unit shall be executed and registered only after completion the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges, advertisement expenses and Architect's fees/charges, stamp fee and penalties shall be borne and paid by the abtoreft(s) and who only will be responsible and liable for paying defuncted charges in ahead time and thereby/thereby as per the Stamp Act and the stamp duty and agreement thereon if imposed by the government/competent authority over the absolute letter, allotment of parking space and approval for maintenance, electricity and power back-up etc., shall also be paid and borne by the abtoreft(s).

53. That under a Sale deed/Sub lease deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the abtoreft(s) shall not have any right or title or interest therein from though all the payments have been received by the Company it is further clarified that the Company is not considering the apartment/unit as a co-owner for the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartment/unit for all its dues and payable to the Company.

54. That it will be necessary to obtain a Due Certificate/NOC from the Company in case of subsequent sale/sub lease along with the incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges of Rs. _____ per sq. mt. of the Total Area of the apartment/unit + service tax. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment/unit from the date of possession i.e. from the date of Sale/Sublease deed

55. That the owner(s) after possession shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, UP Pollution Control Board/Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Association of Apartment Owners (as and when the AAO formed and ratify them as prescribed by the Company) and shall be responsible for all violations, violation or breach of any of the conditions of law/factors or rules and regulations.

56. That in a group housing project having to allow the design/size/number/placement of parking spaces is necessary to avoid the conflict of vehicular traffic the company/promoter has prepared a detailed plan regarding the parking space and highlighted with specific numbers in a determined parking space for a specific apartment/unit. (The said project being in parking provided to a multi-level parking, the abtoreft is subject to the terms and conditions mentioned therein)

57. That the basement spaces as per the permissible usage can also be utilized for high purposes like domestic storage spaces etc.

58. 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 in the apartments/flats through pre-paid systems. The Electricity Connection shall be provided for the property, as opted in this application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement.

59. That the Power back-up facility can be availed in this application, no request for power back-up facility shall be entertained later on. The per unit capacity of the power back-up(L.A., remaining of DO let) shall be subject to the prevailing rates of fuel at the time of provision.

60. Notice Any request (if) 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 fixed as opted in this booking application.

61. That the rate for Electricity charges will be as per the prevailing rates of authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the free hours of the units will be charged extra. Power backup consumption charges will include the fixed charges (portable in case of non-use of power back-up) which will be payable along with the consumed watt charges the ratio of which will be decided by the Company on the basis of the inputs like Supply, weight etc. and will increase / decrease along with the cost of these inputs, the details are attached with Electricity Supply Agreement. The rates for Electricity and Power backup will be decided by the LPTDC/authority.

62. That it is hereby agreed, understood and declared that the Company may take reconstruction frames/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment or unit of the said Project. However, the said loan shall be used in respect of apartment/unit in favor of applicant (s) will be serviced and registered free from all encumbrances at the time of registration of same.

63. That if there any Service Tax, Trade Tax, VAT, GST, ... and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order /Government/ Development

Signature of the Firm Applicant

Signature of Co-Affiliate(s)

