

Application for Allotment of Residential Apartment/Unit at NIRALA ASPIRE, GH-03, Sector-16 Greater Noida West (U.P)

Date of Booking.....

Dear Sir,

I/We request that I/we may be provisionally allotted a residential Apartment/Unit in the Nirala Aspire, GH-03, Sector-16, Greater Noida West, (U.P.) under your

☐ Cash Down Payment Plan ☐ Flexi Payment Plan ☐ Construction Linked Payment Plan ☐ Other

I/We remit herewith a sum of Rs.....(Rupees.....

.....only) by Cash/Bank Draft/Cheque No.....

dated.....drawn on.....as booking amount.

In the event of M/s Nirala Housing Pvt. Ltd. (Herein after called the Company/Builder/Developer) agreeing to provisionally allot an apartment/unit on sub lease, I/We agree to pay further installment of sub lease consideration and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional allotment/allotment of an apartment/unit with standing the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter on the company's standard form/agreeing to abide by the terms and conditions laid down herein that the allotment shall become final and binding upon the company.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sub lease consideration and other charges for utilization of money asked down herein execution of the Allotment Letter.

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

1. SOLE OR FIRST APPLICANT

Mr./Mrs/Ms.....
BORN On.....
Nationality.....DOB.....
Profession/Service.....
Residential Status: ☐ Resident ☐ Non Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Ward/Circle/Special range and place where assessed to income tax.....
Mailing Address.....
Telephone Nos.....Mobile No.....Fax No.....
Designation, Office Name & Address.....
Telephone Nos.....E-mail ID.....
Permanent Address (with Proof).....

please affix your
photograph
here

2. SECOND APPLICANT

Mr./Mrs/Ms.....
BORN On.....
Nationality.....DOB.....
Profession/Service.....
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin
Income Tax Permanent Account No.....
Ward/Circle/Special range and place where assessed to income tax.....
Mailing Address.....
Telephone Nos.....Mobile No.....Fax No.....
E-mail ID.....
Permanent Address (with Proof).....
Communication Address: ☐ Mailing ☐ Permanent

please affix your
photograph
here

3. DETAILS OF APARTMENT

Tower No.....Unit No.....
Floor No.....Total Area.....
Carpet Area.....Built Up Area.....

Signature of Applicant(s)

4. PAYMENT PLAN:

CCP | Flexi |
 CIP | Other, if any |

5. COST OF APARTMENT/UNIT:

S.No.	Particulars	Carpet Area	Amount (Rs.)
(i)	Basic Cost		
(i)	Car Parking (if any) Nos. Nos. Covered Nos.		
(ii)	PLC (if any)		
(iv)	Total Amount		

Total (in words):

Note: Payments to be made by A/c Payee Cheque/Demand Draft in favour of "Nirala Housing Private Limited" and confirmation of the booked unit will be considered after completion of booking amount as per price list.

(i) If we are ready to pay interest, free maintenance security (IFMS), CGI Security charges, Maintenance charges & Sinking fund, advance fee as per decided by builder.

(ii) If we are ready to pay GST as per actual as per demanded by the builder.

8. Any other Remarks:

7. DECLARATION

I/we the applicant/s; do hereby declare that my/our application of registration for allotment of the apartment/unit by the Company is

in accordance with the latest version of the information given by me/we and no other connected and conflicting has been processed there from.

DATE: yours faithfully

PLACE:

Signature of the applicant/s)

Verified by:

HOD:

Director

FOR OFFICE USE ONLY

RECEIVING OFFICER

Name Signature Date:

1. ACCEPTED/REJECTED

2. APARTMENT/UNIT DETAILS

Unit No. Block No. Floor No. Tower No.

Total area along with following additional charges to

be paid as per CCP | Flexi | CCP | Other |

3. PAYMENT DETAILS

(a) Basic Cost Rs. (in R)

(b) Other Charges:

(c) Total amount payable for apartment/unit: Rs.

4. Payment received via Cheque / DD / Pay order No. Dated:

Drawn On: for Rs. (Rupees)

5. Provisional Booking Receipt No. Date:

6. BOOKING ☐ DIRECT ☐ THROUGH SALES ORGANISER

7. Sales Organiser's Name & Address, Stamp, with signature:

8. Remarks:

9. Check List for Receiving Officer:

(a) Booking Amount as cheque/ draft

(b) PAN No. & copy of PAN Card/Undertaking Form No. 60

(c) For companies: Memorandum & Articles of Association and Certified copy of Board Resolution

(d) For Foreign Nationals of Indian origin: Passport photograph from NRE/POR, A/c

(e) For NRI: Copy of Passport & Payment through NRE/NRD A/c

To:
The Director
Nirala Housing Pvt. Ltd
GH-03, Sector-16
Greater Noida West, U.P.

Dated:

Dear Sir,

Sub : Provisional Booking of flat no. _____ in your project Nirala Aspire, Greater Noida West, U.P.

I have provisionally booked flat _____ or _____ floor, Tower _____ in your project Nirala Aspire having Sq.ft. (_____ Sq. mt.) of carpet area (Saleable Area _____ Sq.ft. _____ Sq. mt.). I am aware that Real Estate Regulatory Authority Act (Commonly known as RERA Act) has been implemented in Uttar Pradesh w.e.f 1st May 2017.

Your representative has clearly informed & made me understand that RERA Act is in force in Uttar Pradesh but Draft agreement form has not been notified by Regulatory Authority in U.P as required under RERA Act, pending notification of draft agreement, provisional allotment letter has been issued to me.

In view of the above I undertake as follows:-

1. That I am agreed to enter Agreement to sale as per stipulated norms and time period notified by the Regulatory Authority in Uttar Pradesh.
2. That I am agreed to register Agreement to sale as per stipulated norms and time period notified by the Regulatory Authority in Uttar Pradesh.
3. That I am agreed to pay stamp duty for registering Agreement to sale as per stipulation of Uttar Pradesh government.
4. That I am aware that registered Agreement to sale will be the final document between the seller and me and provisional allotment letter will have no relevance after registration of Agreement to sale.
5. That I am agreed to follow all the directions issued by Regulatory Authority in Uttar Pradesh from time to time.
6. That full information and clarification related to land, layout plan, price, specifications, delivery time with payment plan has been provided.
7. That Before purchasing and entering in agreement with Nirala Aspire got satisfied myself and conducted inquiry before deciding to purchase above flat. No oral or written false commitment made by the Company or by any other selling agent or broker.
8. That I also extend my full satisfaction about the project information.

Definitions:-

- 10% amount of the cost of the Apartment shall be treated as Earned Money.
- Carpet Area: (RERA Definition) means net useable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony/veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- Built Up Area: Carpet Area including area underneath external walls (10% area sharing in case of common walls with adjoining apartment) area of balcony/veranda and service shafts attached with or within the Apartment.
- Saleable Area: Built up area plus area of service shafts, area of open terrace (if any) and proportionate share of common areas but excluding area covered by common blocks.
- "Common areas" mean:
 - (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) The stairwells, lifts, vestibules and lobbies, fire escapes and common entrances and exits of buildings;
 - (iii) The common passages, terraces, parks, play ground, and common storage spaces;
 - (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) Installations or central services such as electricity, gas, water and sanitation, air conditioning and landscaping, system for water conservation and renewable energy;
 - (vi) The water tanks, pumps, meters, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vi) All community and common facilities except provided in the real estate project.
- Expression - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
- All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- Pre-Finishing Stage shall start after completion of structure work, Brick work, External and Internal Plaster work and dling work in the apartment. The installation of Doors, Windows, sanitary ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Pre-finishings stage" only. A/c demand will be raised at this stage as per the payment plan adopted by the A/c owner at the time of booking.
- Mode of measurements: All dimensions shown in the unit plan are from bare wall to bare wall only, as per standard architectural engineering practices. The thickness of finishes (such as plaster, wood paneling, tiling or any other finishing material) might result in marginal difference in the final sizes depending upon the finishing material used in the particular area. Size of balcony/ Veranda shall also be measured till the end of the cantilever (jagger) slab. The dimension consumed for fixing of railing and balusters or column for wall (if any) are inclusive in the dimensions mentioned for balcony/ Veranda as per standard architectural engineering practices. The areas may vary by +/- 3%. All dimensions would be jointly measured before raising final payment demand note.

Thanking You

Yours truly

Name

Signature

**TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT/UNIT IN
NIRALA ASPIRE, GH-03, SECTOR-16, G. NOIDA WEST**

Whereas leasehold land of the aforesaid project has been allotted to the company i.e. M/s Nirala Housing Pvt. Ltd. (Company/Buyer) measuring 78021.19 sq. meters (1.8 acres approximately) by the Greater Noida Industrial Development Authority (GNIDA) (a body corporate under the U.P. Industrial Development Act, 1978) on lease hold basis under the Scheme No. LRS-04/0310-Development of Group Housing at Plot No. GH-03, Sector-16, Greater Noida West vide its Approval letter No. PRO/PRR/04/0310/287, Dated 14 JAN 2011 & Consent letter No. PRO/PRR/04/0310/367 Dated 13 2011. Whereas as per Group Housing Norms, the Intending Allottee(s) will be used for commercial, institutional and residential purposes / Parks / Play grounds / Roads / Public / Purpose and the Plot area will be developed in phases. Whereas the right of the Intending allottee(s) of the said leasehold land in Group Housing Plot mentioned herein is subject to the following terms and conditions relating Only to (leasehold) Group Housing. The said clauses are reproduced hereon:

Whereas all terms & conditions of the lease deeds of the above Group Housing executed in favour of the company shall also be applicable to the Intending allottee(s);

1. That as per layout plan it is envisaged that the apartment/unit for all floors shall be sold as an independent apartment/unit with imposable and undivided share in the land area underneath the said tower. The Intending allottee(s) shall not be permitted to construct anything on the terrace. The present FAR of the project is 2.70 and authority likely to increase this by 0.70. Builder will finally construct the building at 3.50 FAR. The proposed and present layout, scheme & no. GH Apartment/units and facility are clearly seen and understood by the Intending Allottee(s). Intending Allottee(s) will not have any objection or increase of this FAR & density accordingly. Intending Allottee(s) will also sign the required document & NOC as & when required by the Builder or authority. However, the Builder shall have the right to explore the terrace in case of further any change in the FAR, carry out construction of further apartment in the eventuality of such change in the FAR beyond 3.50. However, if as a result thereof, there is any change in boundaries or areas of the said Apartment, the same shall be valid and binding on the Intending Allottee(s).
2. And whereas the Intending Allottee(s) has assured that he/she/they has/have seen the relevant document/papers pertaining to the said complex and is/are fully satisfied that the title of the land of the said Complex is marketable and the builder has right and authority of marketing the said Complex and also to sell/sub-lease the apartment/unit to the Intending Allottee(s). The Intending Allottee(s) has also seen and understood the plans, designs and specifications of the said Apartment/unit and the said Complex and he/she/ will/none of them intend to purchase the said Apartment/unit.
3. That after the execution of said allotment letter the Intending Allottee(s) shall be treated as Intending Allottee(s).
4. That seeing and accepting the particular Apartment/Unit allotted, the Intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartment/units, open spaces, parking places, clubhouse, staircases, lifts, terraces, roof spaces for commercial, parks, lawns, parking spaces (excepting of what has been allotted by an agreement to Intending Allottee(s) or lobby space for public amenities shopping centres or any other spaces not allotted or intended thereon, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the Intending Allottee(s) as mentioned hereinafter and the Builder can lease out the vacant apartment/units or the complete block of these without taking any consent in part or in whole from person(s) or company(ies) of Intending(s) whatsoever for short term or long term.
5. That the Intending Allottee(s) has/has one of and has/have acknowledged that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GNIDA, any other local Authority or Body having jurisdiction.
6. Saleable Area of the said Apartment/Unit includes the share area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/units which form integral part of said Unit and Common areas shall mean all such parts/areas in the entire said Complex which the Intending Allottee(s) shall use by sharing with other occupants of the said Complex including entrance lobby, all lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service edges or all floors, common corridors and passages, staircases, muller, service areas including but not limited to, lift area, machine/boiling, set room, security, fire control rooms, maintenance offices, stores, guards Cabin etc., if provided.
7. That the Intending Allottee(s) has/has also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNIDA as well as of the Government/other Notifications/GNIDA Policy issued from time to time.
8. That the Intending Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry or Environmental Impact Assessment (EIA) norms, J.P. Pollution Control Board/Water Commission any other rules and regulations laid down by State of U.P. or any other competent authority.
9. That it is in the full knowledge of the Intending Allottee(s) that in regard to the areas of Greater Noida West (formerly known as Noida Extension), matters like land acquisition, compensation to the farmers etc are still pending for adjudication before the Hon'ble Supreme Court of India. The matters shall be decided by the Hon'ble Supreme Court in due course of time and shall be binding to all Intending Allottee(s). Builder and concerned authority. The Builder shall not be responsible for any future change or consequences resulting from the order of the Supreme Court whenever it comes. It is also agreed by the Intending Allottee(s) that in case any financial liability is imposed on the Builder by the concerned authority by virtue of the order of the Supreme Court, then the said liability shall be borne by all Intending Allottee(s) of the project proportionately as per their super/saleable/leasable area of their unit.
10. That the Intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GNIDA, any other local authority or body having jurisdiction. Any alteration/modification resulting in + 3% in the Carpet area of the Apartment then will have no extra charge/fee by the Builder/Intending Allottee(s). However, any major alteration/modification resulting in more than + 3% change in the Carpet area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall inform to the Intending Allottee(s), in writing, the changes the said and the resultant change, if any, in the price of the Apartment to be paid by him/her/ them and the Intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notification which the Intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alteration/modification. If the Intending Allottee(s) gives his/her/their non-consent/objection then the Apartment shall be deemed to be cancelled and the Builder shall refund the entire money received from the Intending Allottee(s) without making/ paying any deduction there from and interest thereon.
11. That the schedule of instalments under Payment Plan shall be final and binding on the Intending Allottee(s). It is made clear that timely payment is the essence of this Allotment. If any payment is delayed beyond the scheduled time frame, post interest rate at 2010% per annum on the payment delayed. And if the same remains due for more than 45 days in that case allotment shall stand cancelled automatically.

Signature of the Applicant(s)

without any notice or correspondence. In exceptional circumstances, the Builder on request of the intending Allottee(s) on its sole discretion may condone the delay in payment by charging interest @10% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment for that amount, no right whatsoever would accrue to any other defaulting intending Allottee(s).

12. That if for any reason the booking of the Apartment/Unit is cancelled by the intending Allottee(s) or the Builder (with proper reasons) or in the event of failure of the intending Allottee(s) to perform their obligation or to fulfil all the term and conditions set out in this Allotment, the intending Allottee(s) hereby authorise the builder to forfeit the 10% (Ten per cent) of the cost of Apartment together with any interest on installments interest on delayed payment due and paid by him and Allotment of the said Apartment/Unit beand canceled and balance amount if any will be paid without any interest, after sale of particular Apartment/Unit, surrender of the all original documents and after completion of certain formalities by the intending Allottee(s).
13. That the drawings displayed in the Site Office/Registered Office/Brochure of the Builder of Nira Aapra showing the Building/Apartment/Unit are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim from the intending Allottee(s).
14. That the construction of the Complex is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Government/local authorities etc., no claim by way of damage, compensation shall be against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
15. That the Builder shall offer possession of the Apartment/Unit on or before 30/06/18 after getting part CC/CC from the concerned Authority. In case of any delay in construction of the said flat beyond this date and which is not due to reason explained in clause No. 14 above, the Builder agrees to pay a delay penalty at the rate of 10% p.a. on the total amount received as on date of offer of possession for the period of delay to the intending Allottee(s). The said delay penalty shall be paid/adjusted at the time of final demand. It is also agreed that the payment of penalty is subject to the regular and timely payments of all installments as due and payable by the intending Allottee(s) towards the said consideration amount of the said apartment but to the builder.
16. That in case the intending Allottee(s) fails to take possession of Apartment within 15 days from the date of issue of offer of possession letter as per clause no. 15, 10% p.a. of the total amount received as on date will be charged for the delay upto two months from the date of expiry of said 15 days. That in case the intending Allottee(s) fails to take possession of Apartment even after delay of two months from the date of issuance of the possession letter, his/her booking of Apartment shall be treated as cancelled, without any further notice, and the amount received shall be returned without any interest after forfeiting amount equivalent to 10% of cost of Apartment as per Company's terms and conditions.
17. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area/parking area etc as and when required or deemed fit by the Builder.
18. Since this is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her flat even if access to it is made available for possession.
19. That any request for any change in construction of any type in the apartment/Unit from the intending Allottee(s) will not be entertained.
20. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the Builder, will be decided by the Builder.
21. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date here of or date of possession or deemed date of possession decided by the Builder, whichever is earlier.
22. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMSD) as decided by the builder as demanded by the builder when will take care of the security deposit for the level maintenance development security.
23. That the intending Allottee(s) has/ have to pay monthly Maintenance Charges (2 year advance) as decided by the time of offer of possession/offer of possession for the full period to the Maintenance Body for the project as nominated by the Builder and shall be charged after getting part CC or possession when ever is earlier.
24. That After taking possession of Apartment/Unit, the intending Allottee(s) shall have no claim against the Builder as regards to quality of work, material, plumbing/Installation, size of Apartment/Unit or any other ground whatsoever.
25. That any type of land encroachment situation in the entire Complex including roads, kiddies park etc. will not be allowed in the Agreement but owner has a right to file the Apartment/Unit cases.
26. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
27. That the intending Allottee(s) shall abide by all laws, rules and regulations of the G.M./V.Local Bodies/ State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed) there as prescribed by the Builder and shall be responsible for all deviations, violations or breach of any of the conditions of a/b/c/d laws or rules and regulations after the completion of the complex. The Apartment/Unit shall be used for the purpose for which it is allotted.
28. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment/Unit has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by Builder. The other connected expenses i.e. cost of stamp Duty for registration of the Sub Lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fees/charges shall be borne and paid by the intending Allottee(s). The intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment/Unit for the stamp duty.
29. That the intending Allottee(s) will be entitled to take physical possession of the said unit only after the entire amount payable under the Allotment are paid and the Sub Lease deed in respect of the said Unit is executed and duly registered with the Registrar/Sub-Registrar concerned.
30. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her their apartment/Unit etc. for cleaning/maintenance/hauling of the Apartment/Unit or any other Apartment/Unit.
31. That the intending Allottee(s) is aware that various apartment units are being allotted to various persons under different terms and conditions. The intending Allottee(s) agrees that he will use the said apartment/Unit for residential purpose and shall not use the said apartment/Unit for any other purpose which may be likely to cause nuisance to intending Allottee(s) of other apartment/Unit in this Complex. In case the person use it for any illegal or immoral purpose.
32. That the Apartment/Unit shall be used for activities as specified in the below.
33. That the intending Allottee(s) consents for repairing any damages in the toilet/bathroom any other portion of the other Apartment/Unit caused

Signature of the Applicant(s)

- due to his negligence or wilful act. The intending Alottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, meter panels, water pumps or any other facilities as a result of his/her/their self and/or negligence will incur.
34. That the contents of each Apartment/Unit along with the connected structural part of the building shall be insured by the intending Alottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure. The intending Alottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
35. Cheque bounce/penal charges shall be charged extra.
36. That the administrative charges will be charged in the case of transfer, name deletion/addition, the charges will be charged as per the company norms and as per the prevailing rate at that point of time.
37. That the maintenance Charges, Power Backup charges, fixed charges for electricity and power back up, city level maintenance charges will be deducted through prepaid electric meter system.
38. That the Interest Free Security Deposit given by the intending Alottee(s) to the Builder or nominee of the Builder is refundable to the intending Alottee(s) Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA.
- (a) All existing lift, squids, pre-wired, pipes, underground & overhead water tanks, fire fighting equipment with motor and motor room.
- (b) Security gates with fire alarm, lift room and terrace with out fence etc.
- Note: Open spaces, stairs, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking space (excepting what has been allotted by an agreement to intending Alottee(s)) or toll-free space for public amenities, shopping centres or any other space will remain the property of the Builder.
39. That Builder shall get single point electric connection for the complex from the Paschimanchal Vidut Vitan Nigam Limited/PCU or any other concerned authority and will be distributed through separate meters to the intending Alottee(s) through prepaid system. The intending Alottee(s) will get the electric connection for the capacity as decided by the builder at the time of offer of possession/off offer of possession for full out period.
40. That the Carbon Credit/Benchmark if any, in the Township can be recovered by the Builder.
41. That the Builder covenants with the intending Alottee(s) that they shall peacefully had and enjoy the said apartment/unit without any claim by the Builder or by any person claiming under the Builder. The intending Alottee(s) shall have right to sell or rent the apartment/unit after taking possession of the apartment/unit.
42. It is hereby agreed and understood by the intending Alottee(s) that the lift offer of possession/off offer of possession for full out period due to safety measure should not be allowed by the builder and intending Alottee(s) shall not raise any objection in the same regard in future.
43. That the intending Alottee(s) can also avail additional power back up facility over and above 100A (which is mandatory) and fully load within requirement at the time of booking in application form. He/She/They will pay charges as applicable for power back up installation charges at the time of booking. The intending Alottee(s) may kindly ensure to have given consent in writing at the time of application for no request for withdrawal of power back up shall be considered later on. The per unit charge for the power back up (for running cost of the P/G set) shall however, be decided at the time of offer of possession/off offer of possession for full out period.
44. That the Car / scooters / two wheelers / cycle parking is available inside the Complex on payment basis and it shall be alloted to the intending Alottee(s) as per type opted by him/her/ them in the application form at offer of possession against charges. The Car/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the intending Alottee(s). A separate Agreement for the allotment of car parking will be executed between builder and the intending Alottee(s) at the time of offer of possession. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those who have reserved the car parking space.
45. That the intending Alottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/poster about subsequent change, if any, in his/her/their address, failing which all demand letters/noc's and letters posted at the first registered address will deemed to have been received by him/her/ them at the time when those should primarily reach and the intending Alottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
46. In case there are different intending Alottee(s) all communication shall be sent by company to the intending Alottee(s) whose name appears first and at the address given by him/her for mailing and which shall be for all purposes be considered as served on all intending Alottee(s) and no separate communication shall be sent to the other named intending Alottee(s) in which second/other intending Alottee(s) will not raise any objection for the same.
47. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment/unit in the said Project/Complex. However, the Gao Lease Deed in respect of Apartment/Unit in favour of intending Alottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
48. That until a sub-sale deed is executed & registered, the Builder shall continue to be the owner of the Apartment/Unit and also the construction there on and this allotment shall not give to the intending Alottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Apartment/Unit for all its dues that may become due and payable by the intending Alottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment/Unit as the contractor of the intending Alottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment/Unit by the executor of sub-sale deed.
49. That the builder shall charge FTTH connection charges and FTTH security charges, PMS Infrastructure development charges and PMS security charges, Water & Sewerage Charges (including STP/effluent treatment Plant charges), storm water isolation charges & charges of a service load as per area of the flat at the time of offer of possession/off offer of possession for full out period (if applicable).
50. That the intending Alottee(s) agrees, and understands and hereby they shall, after taking possession or receiving deemed possession of the said Apartment/Unit, as the case may be, at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other building adjoining the Apartment/Unit allotted to the intending Alottee(s).
51. That both the parties have agreed that the cost of development and construction of the said unit is escalation free save and except increases, which the intending Alottee(s) agree to pay due to increase in interest, any increase in service tax, trade tax and any additional levies or rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and affixable to the builder as a consequence of order from the Government/GN/Dy/State/any or other local authority(ies). If any provision of the existing and future laws, guidelines, directions etc., or any government or the competent authority is made applicable for changes in existing provision to the said flat/said complex subsequent to the booking requiring the complex/flat the cost of such additional duties, equipment etc., shall also be borne and paid by the intending Alottee(s) pro-rata basis.
52. In the event of any dispute whatsoever arising between the parties in anyway connected with the allotment of the said apartment/unit, the

same shall be referred to the sole arbitration of a person to be appointed by the BURIFER. The intending Allottee(s) hereby confirms that he/she/they shall have no objection to his appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Kufra (Libya). The Arbitration and Conciliation Act, 1996 or any statutory amendments thereto shall govern the arbitration proceedings thereof for the time being in force. The High Court of Alshabab and the Court of Appeal of Alshabab shall have jurisdiction in all matters arising out of or concerning such arbitration.

53. That in case of NRFL Foreign National Intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1998 and any other law as may be prevailing shall be responsibility of the intending Allottee(s).
54. That the Company will hand over the vacant physical possession of the booked flat to the intending Allottee(s) with such specification, which is mentioned in the Allotment Letter. Specification of sample flat shown shall not be considered for the same.
55. That due to any reason the Builder is not in a position to allot the unit applied for, the Builder shall be under obligation to consider some other alternative unit with almost same specification, however option shall be given to choose out of the available option within the same project in the event of force majeure clause.
56. That the intending Allottee(s) confirm that all payment made towards Intending Allottee(s) of flat have accounted for in this letter of this application. Intending Allottee(s) further declare that he/she/they shall make all future payments on time through account payee cheque/D.D./R.O. in favour of M/s Nirala Housing Pvt. Ltd. against his/her self booked unit and will take the proper receipt for the payment and if it is made in person by our, Intending Allottee(s) will be solely responsible and liable for the said payment.
57. The Intending Allottee(s) shall not make any additions or alterations in the said unit of whatever nature which may affect the other unit or common areas and the structure of the complex. The Intending Allottee(s) shall not change the colour scheme of the outer walls or the outer wall or painting of the exterior side of the door and windows etc. or carry out any change in the exterior elevation or design.
58. That the intending Allottee(s) shall become member of residents' forum of club and shall pay the dues/fees regularly, as may be applicable. The club shall be managed by the developer and/or its nominee party as the owner say be. The developer has the full right to give club membership to all intending Allottee(s) or any other 3rd party/outsider for utilization.
59. That in case the intending Allottee(s) wants to sell his/ her self booked unit prior to completion of his/ her flat, the developer shall facilitate the process subject to the condition that the name of the financing agency shall exclusively be binding and applicable over the intending Allottee(s) only. The responsibility of getting loan sanctioned and disbursed except the developer's payment to the bank will rest exclusively on the intending Allottee(s).
60. That, if any provision of this application is determined to be void and unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this application and to the extent necessary to confirm to applicable law and the remaining provisions of this application shall remain valid and enforceable in accordance with other terms. It shall not render this application void in any circumstances. Further, in case of any repugnancy or difference in the terms and condition of any prior document and this application, the term and condition contained in this application shall prevail and be binding on both the parties.
61. That the said Complex shall always be known as "NIRALA ASPIRE" and this name shall never be changed by the Intending Allottee(s) or anybody else.
62. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitable whenever intending Allottee(s) is a joint stock developer or any other body corporate or organization or an association.

I/we have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.