

Surya Gold APARTMENTS

APPLICATION OF ALLOTMENT OF FLAT IN SURYA GOLD APARTMENTS

Affix
Pass Port Size
Photograph

Surya Infrabuild (I) Pvt. Ltd.

18/160, A/1-D, M.P. Pura,
Opp. Kailash Talkies, Tajganj, Agra

Dear Sirs,

- 1) I/We request that I/We may please be allotted a residential apartment in your Surya Gold Apartments being constructed 26/229-A, Sultan Ganj, Agra (U.P.).
- 2) I/We have read & fully understood the terms & conditions contained herewith for the allotment of the residential apartment in the aforesaid project & fully agree to abide by the same.
- 3) My particulars are:
a) Residential Status : Resident / Non Resident **b) Nationality :**
- 4) I/We agree to sign and execute as & when required by the Promoters the Apartment buyer's agreement on the company's letter head.
- 5) I/We remit herewith a sum of Rs. (Rupees.....) by
Bank Draft/Cheque No. dated..... drawn on..... Bank.

Name of Applicant(s)	Address	Phone No.	Specimen Signature
a)			
b)			

- 6) Choice of flat: Floor No.
Area (sq. ft.)

I/We, the applicant(s) do hereby declare that the particulars/information given by me/us are true and correct to my/our knowledge & nothing has been concealed there from.

NOTE : All Cheques and Drafts are to be made in favour of M/s Surya Infrabuild (I) Pvt. Ltd. payable at Agra Outstation Cheques shall not be accepted

Date :

Sign. of Applicant (s)

FOR OFFICE USE ONLY

Ref. No

- 1) Flat Details :
i) Flat No. ii) Floor iii) Area
- 2) No. of Joint Applicants
- 3) Mode of Booking Rs
- 4) Booking amount received vide R. No. Dated.
Rs. (Rupees

For Surya Infrabuild (I) Pvt. Ltd.

Date :

Authorised Signatory

SURYA INFRABUILD (I) PVT. LTD.

Corp. Office: 18/160, A/1-D, M.P. Pura, Opp. Kailash Talkies, Tajganj, Agra
Site Office : 26/229-A, Surya Gold Apartments, Sultan Ganj , Agra (U.P.)

**TERMS AND CONDITION FOR ALLOTMENT OF AN
APARTMENT IN SURYA GOLD APARTMENTS, 26/229-A
SULTAN GANJ, AGRA (U.P.)**

- 1) Flat Buyer's Agreement shall be executed & registered in favour of the intending allottee after the apartment has been finally constructed & allotted to him/her at the site & only after receipt from him/her of full costs & other connected charges, cost of stamp duties, registration charges or any other charges due & as then applicable,
- 2) The allottee is deemed to have familiarised himself with the laws, bylaws, notifications and rules applicable to this area as well as to have total understanding and knowledge in all respects,
- 3) The allottee has satisfied himself regarding the interest and title that the firm has over the Plot of land area where the apartments are going to be constructed by the promoters is good.
- 4) The drawings displayed in the promoters office are "Provisional" and that Promoters shall have full right to effect any suitable & necessary alterations in the layout plan, if and when required, which may involve all or any of the changes in the position of apartment numbers or their layout, size etc on any of the floor or in all floors. If there is any increase/decrease in the areas as a result of such changes the revised price will be applicable accordingly. If for any reason the promoters are not in position to allot the particular apartment applied for the promoters shall have the option to consider any alternate apartment or refund the amount deposited with simple interest at the rate of 10% per annum. The areas shown in the brochure are super areas (covered + proportionate service areas) and the rates are applicable accordingly.
- 5) The allottee shall have no claim what so ever in respect of open, spaces, lobbies staircases, terraces, roofs or any other spaces in the building not specifically allotted to him.
- 6) If any changes and/or alterations are demanded by the allottee during the course of construction or after, then subject to the prior approval of the promoter, the changes can be considered for incorporation on payment of necessary extra money.
- 7) The terrace at the top of building will always remain in the custody and control of the Promoters/their nominee and they will be fully authorised to use the same in whatsoever manner they consider it proper.
- 8) The promoters reserve their right to further construct upper stories on terrace or any other structure upon the building or on the plot and the allottee(s) shall no right to question or object the same.
- 9) After allotment of the flat, the allottee is not authorised to effect any changes except with prior permission of the promoter.
- 10) The Agra courts shall have jurisdiction in all the matters arising out of any dispute.
- 11) Monthly maintenance charges fixed on per sq. ft. basis or any other criteria determined from time to time by promoters, shall be paid by the buyer in advance of every year to the Promoter till such time when the later had finally handed over all the flats to the respective allottees. This is irrespective of the fact whether physical possession has been taken over by the buyer or not. Thereafter, the allottee(s) shall have to become the member of association /society of all the allottee(s) and start paying the necessary maintenance charges to them.
- 12) The allottee has to pay the increased cost of construction if there is any increase in cost of cement, steel & labour only.
- 13) If there is any breach of contract on the part of allottee or there is any inability expressed by the allottee to perform terms & conditions of contract the application money paid by the allottee shall be forfeited & the balance amount if any refunded to to allottee without interest
- 14) The cost of the apartment does not include charges of connections for electricity, substations, water, sewer & telephone line, or any other statutory requirement enforced at a later stage.
- 15) All taxes or any other charges levied or to be levied on the land and/or on the building/plot by ADA or any other corporate/government body shall be borne & paid by the allottee.
- 16) The allottee shall get his/her complete Name & Address registered with the firm at the time of booking. It shall be his/her responsibility to inform the Promoters by registered AID letter about all subsequent changes, if any in his/her address, failing which all demands notices etc. posted at the first registered address shall be deemed to have been received by him/her & the allottee shall be responsible for any default in payment or any matter as well as other consequences that might occur thereon.
- 17) The allotment of apartment is entirely at the discretion of the promoters who have a full right to accept or reject any offer Without assigning any reason thereof.
- 18) Transfer of a flat shall need the prior approval of the Promoters & if allowed the necessary transfer charges as prescribed by the promoters from time to time will be paid by the transferer at the time of transfer to the Promoters.
- 19) The mode of payment as agreed upon is the essence of this agreement. If the payment is not received in time within the stipulate period as called for, the allotment will be cancelled and the application booking charges shall be forfeited. The balance amount will be refunded without any interest. However: the Promoters shall have discretion to maintain the allotment And/or withdraw cancellation & revive the allotment by charging interest at rate of 2% per month for the delayed period.

Date :

Place :

Sign. of Applicant (s)

Witnesses (Full Name & Address) :

1)

2)