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Dear Sir,

I /We undersigned that a flat shop may be allotted to me/us as per the company terms and condition which I/We have understood and shall abide by the same as stipulated by the company.

APPLICANT DETAIL

SOLE/ FIRST APPLICANT

Mr. /Mrs. /Ms. : _____

S/o./ D/o /W/o : _____

Date of Birth :

DD	MM	YY	YY
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 Nationality : _____

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

If Others (Please Specify) : _____

Passport No. / PIO Card No. : _____

PASTE YOUR RECENT
PHOTOGRAPH

Occupation : ☐ Employed ☐ Self-Employed ☐ Professional ☐ Others (Specify) _____

Profession : _____

Annual Income : _____

Income Tax Permanent Account Number / GIR _____

E-mail : _____ Mobile : _____

Present / Communication Address: _____

City : _____ State : _____ Pin : _____ Country : _____

Phone No. : _____ Fax : _____ Mobile No. : _____

Permanent Address : _____

City : _____ State : _____ Pin : _____ Country : _____

Phone No. : _____ Fax : _____ Mobile No. : _____

Office Address: _____

City : _____ State : _____ Pin : _____ Country : _____

Phone No. : _____ Fax : _____ Mobile No. : _____

DECLARATION

I/We the undersigned applicant(s), do hereby declare, that the above mentioned particulars/information given by me/us are irrevocable, true and correct to my/our knowledge and no material fact has been concealed there from.

Date : _____

Place : _____

Yours Faithfully

Signature of Sole /First Applicant : _____

Signature of Joint/Co-Applcmt/Nominee : _____

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM :

For Residents of India

- Copy of PAN card.
- Address Proof.
- Photographs of all applicants.

Partnership Firm

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- Proof of Registered Office.
- In case of the partners has signed the documents, an authority letter from all the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Company

- Copy of PAN card of the company.
- Articles of Association (ADA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

Hindu Undivided Family (HUF)

- Copy of PAN card of HUF.
- Address Proof.
- Authority letter from all coparceners/ Members of HUF authorizing the Karta to act on behalf of HUF.

NRI / Foreign National of India Origin

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the applicant.
- In case of a cheque, all payments should be received from the NRE/ NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

TERMS & CONDITIONS

- The right of the Applicant/Allottee shall be restricted to the allotment of flat/shop in Group Housing Complex on the terms and conditions herein mentioned. For sake of convenience flat/shops may be referred to as flat or unit. The applicant(s) acknowledges that the company has provided all information and clarifications as sought by the applicant(s). The applicant(s) is satisfied with the same. The applicant(s) has also noted or higher or judgment and conducted inquiry before deciding to apply for purchase of the said apartment. The applicant(s) has not relied upon or is influenced by architect's plans, advertisements, representations, warranties, statements or estimates of any nature or otherwise, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said apartment. This application is complete and self-contained in all respects. Not all or any written representation or statements be considered constituting part of this application.
- All terms & conditions of the lease deeds of the above Group Housing Plot executed in favour of the Developer by VDA shall be applicable to the Applicant/Allottee.
- The building plans of proposed Group Housing Plot will be submitted to/sanctioned by the VDA. The Complex will have self/sufficient shops of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial etc.
- The Applicant/ Allottee has fully satisfied himself of the specification of the project and flat/shop.
- The Developer has right to develop and construct the flat/shops on the said Project and also has right to allot different flats in the said Complex.
- Except the particular Flat allotted, the Applicant/Allottee shall have no claim or right of any nature or kind whatsoever in respect of unallotted flat, open spaces, parking spaces/lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces except what has been allotted by an agreement to Allottee(s). space for public amenities, shopping centres or any other space not allotted to him/her. Right of common area shall vest with the apartment owner association as per applicable Apartment Ownership Act.
- Flat shall be sold as an independent Flat with impartible and undivided proportionate share in the land underneath the building. Allottee shall not be permitted to construct anything on the terrace. However, the Developer shall have the right to explore the terrace in case of any change in the F.A.R. and carry out construction of further flat F.A. Ratios for Floor Area Ratio.
- That the area mentioned in the brochure, map or any other document is super area of the flat/shops. Super area is calculated by adding the proportionate common area of the building on the built up area of the flat/apartment.
- The building plans are tentative and the Developer may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Developer, the Government/VDA, any other Local Authority or Body having jurisdiction. The developer can construct additional floor on the already approved lower without changing the layout and no NOC/consent for such purpose shall be required to be taken from the Allottee.
- The building shall conform to the mandatory requirements and compliances of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority applicable at the time of sanction of plan. The Allottee shall abide by the terms and conditions imposed by such Authority after taking possession of the flat.
- That the instalments in respect of payment of flat/shop will be due at the intervals, as per prescribed payment plans. In case payment is not received within stipulated period specified in the payment plan or the Allottee/Applicant is in breach of the terms and conditions of allotment, the allotment will be cancelled and 10% of the Total Sale Price of the flat will be forfeited and balance amount, if any, shall be refunded without any interest after deducting the delayed payment interest or penalty on the instalment. Any of the notice shall be sent to the address of the First Applicant only.
- If the booking for any reason is withdrawn/cancelled by the applicant/allottee, then 10% of the Total Sale Price of Flat will be forfeited and balance amount, if any, will be refunded without any interest after deducting late payment interest or penalty on instalment.
- The schedule of instalments under Payment Plan shall be final and binding on the Allottee. Timely payment of instalment is the essence of the allotment. In exceptional circumstances, the Developer may, in its sole discretion condone the delay in payment by charging interest @ 24% per annum. If the payment of any of the instalment is delayed by more than 3 months of its due date, the Developer shall have right to cancel the Flat without sending any notice to the Allottee. In the event of the Developer waiving the right of forfeiture and accepting the payment from any other applicant, no right whatsoever, would accrue to the Allottee to claim the same.
- For any alteration/modification resulting within $\pm 5\%$ in the super area of the Flat, there will be no extra charge/cost by the Developer/Allottee. However, where the changes are more than $\pm 5\%$, the cost of the unit shall be enhanced/reduced accordingly for area increase/decrease beyond the permissible limit of $\pm 5\%$.
- The construction will be completed in phases. All the common facilities will be completed only after completion of construction of all the phases. However mandatory facilities like driveway, lifts, power back etc. for the phases in which the possession is given shall be functional on the possession date.. The construction of the flat/complex is subject to force majeure circumstances.

TERMS & CONDITIONS

16) After completion of the project, possession intimation letter shall be sent to the applicant/allottee and the allottee shall within 30 days of the possession intimation letter shall inspect the flat for any of the unattended work and take physical possession after executing the sub-lease deed of the flat. No complaint regarding any unattended work shall be taken up or entertained after one month of possession intimation letter. The Developer shall not be responsible for wearing and tearing in the flat after possession date (30 days from possession intimation letter) even if the same is happening due to seepage in the flat or in adjoining flat and if the same is not reported within 48 hours of such incidence. Sub-lease deed of the flatshop shall be executed only after full payment of the flat and other charges. In case the applicant/allottee does not take possession of the flat, he shall continue to be liable to pay the common area maintenance charge and minimum power back-up charges and minimum meter charges.

17) Allottee has to mention the Powerback up kva in the application form. No request for extra/additional power back-up shall be entertained at later stage or at the time of possession.

18) Possession of Flat shall be handed over to the allottee as mentioned in the builder buyer agreement. In case of delay in possession beyond the grace period, delayed possession charges shall be paid which shall be inclusive of all kinds of claim/damages of the allottee. In no case any further claim for the delayed possession will be entertained. Delayed possession charges shall be adjusted in the outstanding payment to be made to the Developer/Company at the time of possession.

19) Any request from the allottee for any change in specification of the flat will not be entertained.

20) After taking possession of Flat the allottee shall have no claim against the Developer as regards quality of work, material, pending installation, area of Flat or any other ground whatsoever.

21) All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the allottee from the date of possession or deemed date of possession.

22) The allottee will pay Transferable Interest Free Maintenance Security Deposit (IFMS) as mentioned in the application/ booking form before taking possession of the flat. IFMS shall be transferred to the Maintenance Agency/RWA, after adjusting any unpaid charges/dues.

23) Maintenance Charges shall be payable in advance as fixed by the Developer as calculated by taking regards to the expenses to be incurred in maintenance of the complex. Maintenance of the complex shall be handed over to the RWA only after the completion of the entire complex and not before that in any event.

24) The rate for Electricity and Power back up consumption charges, common area maintenance charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the allottee to the Developer/Company.

25) Any type of encroachment/construction in the Complex including roads, lobbies, roof etc. will not be allowed.

26) Allottee shall allow sweepers/maintenance staff to enter in his flat/ducd. for maintaining/ repairing of the service/common amenities in his or any other flat.

27) If for any reason, beyond the control of Developer or force majeure, the whole or part of the complex is abandoned, no claim or damage will be allowed except for the money already paid by the allottee without interest.

28) 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 allottee.

29) Transfer of allotment shall be allowed upon payment of 80 % of cost of the flat. In case of transfer of allotment, transfer charges shall be payable to the Developer as per company's prevailing policy at the time of transfer. The allottee and the transferee shall have to comply with the prescribed procedure of the Developer Company for such transfer.

30) The allottee shall name a nominee in the agreement or in any other communication, who will be responsible to administer the interest of allottee in the flat in case of death of the allottee.

31) Allottee shall abide by all laws, rules and regulations of the YDA Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law bye laws or rules and regulations after the completion of the complex. The Flat shall be used for the purpose for which it is allotted.

32) Allottee shall not cause nuisance to the other allottee and shall not use his flat in a manner that may cause inconvenience to the allottee of other flats or to crowd/encroach the passages or to use it for any illegal purpose.

33) The maintenance agency shall not be responsible for restoring any additional fittings installed in the flat or pay cost for the damage of such fittings while carrying out any maintenance work, provided the same has not been damaged due to sheer/willful negligence of the maintenance agency. In case of such installed fitting, the allottee shall have to carry the necessary repairs himself and at his own expenses for any maintenance work needed for his own flat or flat of others.

34) While installation of additional fitting by the allottee in his flat, any damage is caused to others flat, such damage shall be repaired by the allottee at his own cost and in case of neglect, the maintenance agency shall carry the necessary repairs and recover the cost from the allottee, who has created such damage.

35) The allottee will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her malfunctioning or willful act and shall pay for such damages to the affected person/party.

36) After Possession, the allottee through the RWA shall insure the building at his own cost against fire, earthquake etc. The Developer after handing over the possession of a particular Flat shall in no way be responsible for insuring the building against fire, earthquake or any natural calamity. After possession the allottee through RWA shall obtain the regular certificates of Fire Safety and other applicable certificates for safe habitation in the building.

37) The Developer shall get single point electric connection for the complex from concerned electricity distribution agency that will be distributed through separate meters to the allottee through prepaid system. Carbon Credit Benefit arisen, if any, in the complex can be redeemed by the Developer till the possession of the entire complex is handed over to the RWA.

38) Extracar parking shall be allotted inside the Complex on payment basis. The Car/Scooter/two wheelers will be parked within the area allocated to the allottee. One car parking is mandatory for each flat. The allotment of car parking space shall be done by the developer. Extracar parking shall be allotted at the discretion of the Developer.

39) Additional Compensation to the farmers, additional tax/cess assessed if required to be paid by the Developer after booking of flat as a consequence of order from the Court/Government/ VDA/Salutory or other local authority(s), it shall be borne by the allottee on proportionate share basis.

40) Developer may take construction finance/loan for the construction of the above Complex from the Banks/Financial Institutions by mortgaging the land/flat in the said Project/Complex. However, the Sub Lease Deed in respect of flat in favour of allottee will be executed & registered free from all encumbrances.

41) The allottee shall abide by all the terms & conditions and specifications laid down by the Developer in the Flat Buyer Agreement.

42) Until a sub lease deed is executed & registered, the Developer shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give the allottee any right/title or interest therein. The Developer shall have the first lien and charge on the flat for all its dues that may/become due and payable by allottee to the Developer. It is further clarified that the Developer is not constructing any Flat as the contractor of the allottee but is constructing the Complex as its own and the sale will be executed after the actual construction/finishing of the Flat by the execution of sub lease deed.

43) Allottee after taking possession or upon deemed possession of the flat or any time thereafter, shall have no objection to the Developer constructing or continuing with the construction of the remaining structures or other buildings adjoining the flat sold to him.

44) Allottee shall get his complete address and contact number registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by registered AD letter about subsequent change, if any, failing which all demand letters/notices and letters posted at the registered address will be deemed to have been received by him at the time when those should primarily reach and the allottee shall be responsible for any default.

45) In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said flat, the same shall be referred to the sole arbitration of a person to be appointed by the 'Developer' and the allottee shall have no objection to this appointment. Decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held in the city of Noida (U. P), India. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

46) The NRI Allottee shall observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be applicable on them.

47) The allottee shall sign and accept the payment plan attached/annexed with the application form as a token of his acceptance to adhere the plan.

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

Sole/First Applicant Signature

Place : _____

Date : _____

Joint /Co-Applicant/Nominee Signature