

Application Form
Provisional Booking of Residential Apartment in
APEX D'RIO
(RERA NO. - _)

To
M/s. RIO HEIGHTS PRIVATE LIMITED
S-672, School Block,
Shakarpur, Delhi 110092
Website: www.theapexgroup.in
Email: info@theapexgroup.in

Date:

Dear Sir,

I/We request that 1/we may be allotted provisionally an Apartment in APEXD'RIO ,PLOT No. 526/1, Village Kanawani, Ahinsa Khand - II, Indrapuram, Ghaziabd, (U.P) 201014, promoted by M/s.RIO HEIGHTS PRIVATE LIMITED. My/our particulars are as mentioned below:

Main Applicant:

Name of the applicant Smt./Shri/Ms.....
S/o/D/o/W/o.....
Date of Birth..... Profession.....
Company.....
Designation..... PAN No Aadhar Card no.....
Resi. Address
.....
.....City
Telephone No (R).....Telephone No(0).....Mobile No.....
Email I.D.....Nationality
Marital Status.....

Second Applicant:

Name of the applicant Smt./Shri/Ms.....
S/o/D/o/W/o.....
Date of Birth..... Profession.....
Company.....
Designation..... PAN No Aadhar Card no.....
Resi. Address
.....
.....City
Telephone No (R).....Telephone No(0).....Mobile No.....
Email I.D.....Nationality
Marital Status.....

Property Registration Details:

The Applicant(s) acknowledges that the Company has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. The applicant(s) have relied on own judgment and conducted inquiry before deciding to apply for purchase of the said Apartment/Unit.

Apartment/Unit No..... Tower No.....
Floor.....Carpet Area of Apartment/Unit.....Sq.Mtr.(..... Sq.Ft.approx).Total Area of Apartment /Unit.....Sq.Mtr.(i.e.....Sq.Ft. approx).

***1 SQ.Mtr.=10.764 sq.Ft. (As per specifications attached herewith as Annexure A.)**

Payment Plan Opted.....
A) Sale Price :..... Per sq.mtr./sq.ft [Total (Price x Carpet Area)Rs.....
B) PLC-Corner :.....Per sq.mtr/sq.ft (Total (Price x Carpet Area)Rs.....

Value (A+B) Rs.....

I/We remit herewith a sum of Rs.....(in words.....only) by local Cheques/DD/Cash bearing No..... Dated.....Drawn on..... towards the earnest money for provisional booking along with duly signed terms &conditions with accepted payment plan and annexures.

PAYMENT PLAN OPTED :**CONSIDERATION:**

Sale Price		
Preferential Location (PLC)	@Rs._____persq ft X Carpet Area	
Corner	@Rs_____persq ft X Carpet Area	
View		Rs.....
Car Parking	Open Stilt Basement	
Freehold Charges	@Rs...../- sq.ft(Rs...../ sqmtr.)	Rs.....
Club Memebrship	Rs.....	
Power Backup	Rs...../- per KVA	Total (...../-per KVA x KVA) Rs.....
Infrastructure for Electric Meter, Power, Backup Meter Charges	Rs...../- Per 5KVA	Total : Rs...../-

@ Plus applicable Govt./Authority Taxes/GST/Labour Cess/Levies/Duties at every stage

Other Applicable Charges to be paid extra:

- Labour Cess, Registration Charges, Stamp Duty, Legal Charges, Water connections & Sewerage @ Rs. 20,000/- , IGL pipeline charges @ Rs./- or as per actual upto Tower at Ground Floor and any other Government Charges are payable extra.
- AMC with CEC and Club Operational Charges for 24 months with advance Sinking Fund for 24 months.
- IFMS@ Rs./-sq. ft
- All payments are payable in favour of "RIO HEIGHTS Private Limited." Payable at Delhi/Ghaziabad

Yours faithfully,

Signature of Applicant(s)

Encl: Duly signed Terms & Conditions of Booking with all other charges & Payment Plan

CHANNEL PARTNER DETAILS:

Name of Channel Partner

Name of Firm.....

Registration No. (RERA).....

Interpretation of Some Indicative Terms:-

- 1) **Legal Title:** - Legal title of the land on which development of the project is proposed along with legally valid documents with authentication of title.
- 2) **Sanctioned Plan:**— means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, and such other plan and includes structural designs and such other permissions, which are approved by the competent authority.
- 3) **Apartment:** — Apartment whether called block, chamber, dwelling unit, flat, office, .showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- 4) **Applicant :**—means persons, applying for allotment of the said apartment / unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.
- 5) **Allottee :** _Allottee in relation to a real estate project, means the person to whom apartment or building, as the case may be, has been allotted, sold (whether freehold or leasehold) otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- 6) **Carpet Area:**—Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 7) **Common Area :** - means
 - 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 stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) 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; (iv) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (v) all community and commercial facilities as provided in the real estate project; Explanation: community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
 - II. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; (iii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments as well as independent areas which may be sold by promoter without the interference of other apartment owner(s).
- 8) **Independent Area :-** means and includes the commercial areas, convenient shops, club and other such areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s) without the interference of other apartment owners.
- 9) **Limited Common Area & Facilities:** - means those common areas and facilities within the Project earmarked/ reserved including Open/Stilt / Basement car parking spaces, storages, etc. for use of certain apartment or apartments/commercial spaces to the exclusion of the other apartments.
- 10) **Development Work:**—means the external development works and internal development works on immovable property.
 - (a) **External Development Works** includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of or outside, a project for its benefit, as may be provided under the local laws to be developed by GDA.
 - (b) **Internal Development Works** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, and fire protection and fire safety requirements as per NOC at present norms or any other work in a project for its benefit, as per sanctioned plans within the boundary of the project.

- 11) **Completion Certificate:** -means the completion certificate, or such other certificate partially/may be provided tower wise or entire by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority/ Registered Architect under the local laws or deemed Completion as per Real Estate Regulating Act. Norms which conations all the NOC's related Project.
- 12) **Club** - Club means and includes Air conditioned Gym, Multipurpose Hall, Indoor Games, (Pool Table, Carom) only for common use of Residents.
- 13) **Defect Liability Period:-** That there will be defect liability period of Five years asper Uttar Pradesh Real Estate (Regulation and Development) Rules 2016, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, Pest etc. shall not be considered as defect. 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 bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought 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/unitincluding covering of balcony by any means and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability period.
- 14) **Facilities of Project:** - means green area, club, swimming pool, etc.
- 15) **Date of Booking:-**The date of Booking of flat /apartment shall always be deemed/treated as the date appearing on Booking/Provisional Booking application form with which 10% for booking of the flat /apartment has been tendered.
- 16) **Allotment Letter:** - Confirmation of booking of Apartment / unit by the Company, a formal letter containing the terms and conditions of allotment, duly executed between the Company and intending Allottee(s).
- 17) **Payment Plan :** - means plan of payment agreed for the payment of cost of the unit / apartment and other charges and signed by the applicant at the time of booking of the apartment / unit in the project along with booking application form.
- 18) **Agreement to Sale:-**"Agreement" shall mean the Agreement comprising detailed terms & conditions for the allotment of the apartment / unit.
- 19) **Earnest Money :** - means 10% of the Sale price of the Said Apartment.
- 20) **Preferential Location Charges (PLC) :** - means the charges for preferential location of the Said Apartment chargeable on the basis of the CarpetArea.
- 21) **Interest :** — means the rates of interest payable by the promoter or the allottee, at the rates specified.
- 22) **Taxes :** - means any and all Taxes paid or payable by Company and/or its contractors by way of GST, labourcess, metro cess, levies and education cess, and any tax or other taxes by whatever name called in connection with the development/construction of the area or Said Apartment / Said Building) Project, which are levied now or which may be imposed in future
- 23) **Restoration :** -means condoning the delay in payment / breach of terms & conditions of booking at the sole discretion of promoter and restoring the allotment of the Apartment / unit on payment as detailed in agreement to sale.
- 24) **Date of possession:-**—means as date of offer of possession by the promoter as mentioned in the agreement to sale.
- 25) **Fit out period :**After offer to take possession of the flat is made; the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (as per specifications of the Apartment/Unit) will be done. The duration of said fit-out is 4 months from the date of final payment of dues is made.
- 26) **Maintenance Agreement :** An agreement to be entered into between the apartment owner / unit owner and facility providing agency after execution of Conveyance/ Transfer Deed of apartment / unit and role of promoter finally concluding, for upkeep and maintenance of the project by the Facility Providing Agency.
- 27) **Association of Apartment owners :** - means all the owners of the apartments in the project therein, acting as a group in accordance with the byelaws as per U.P. Apartment Act 2010. Under Clause (e) of sub-section (4) of the Section — 11 of the Act.

- 28) **Apartment Owner** : - means the person or persons owning an apartment or the promoter or his nominee in case of unsold apartments in the project and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment.
- 29) **IFMS**:-Interest Free Maintenance Security. Security amount deposited for the use of upkeep / updation / management and maintenance of the project in case recovery of maintenance charges are delayed.
- 30) **Insurance** :-The promoter shall obtain all such insurances in respect of - i) Title of the land as a part of the real estate project; ii Construction of the real estate project & Charges payable by allottee on pro-rata basis
- 31) **Force Majeure** - means i)Non-availability of steel, other building material, water or electric supply, ii) War, civil commotion or act of God; iii) Any notice, order, rule, notification of the Government and/or other public or competent authority which prohibits promoter from undertaking construction on Project or any approval for Project, iv) The Promoter herein is also entitled for extension of time for handing over possession of the said apartment as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016.
- 32) **Apartment Ownership Act**:- shall mean U.P Apartment (promotion of construction, ownership and maintenance) Act 2010 and rules made there under means U.P. Real Estate (Regulation and Development Rules 2016) made under the act. The word and expressions used herein but not defined in this agreement and defined in the act or in the apartments ownership act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

TERMS AND CONDITIONS FORMING THE PART OF APPLICATION FORM FOR BOOKING OF APARMENT/UNIT IN "APEX D'RIO ,PLOT No. 526/1, Village Kanawani, Ahinsa Khand -II,Indrapuram, Ghaziabd, (U.P) 201014

WHEREAS:

- A. The Promoter Company has acquired a piece and parcel of Leasehold land admeasuring approximately 13945 sq. meters located at PLOT No. 526/1, Village Kanawani, Ahinsa Khand -II,Indrapuram, Ghaziabd, (U.P) 201014,(hereinafter referred to as the 'Said Land') acquired by it by virtue of Lease Deed Registered in sub-Registrar Office, Ghaziabad with (Registration no....., Volume-....., Page no. todated and thereby is the absolute and lawful owner of above said land and hereinafter referred to as the "Said Land".The said leasehold land shall be converted into freehold on payment of certain charges at the time of completion of the construction of the Said Project. **The project Constructed into Single Phases: Phase consists of Tower R ,I & O.**
- B. The Promoter herein has floated the ownership scheme on the said Land under the name and style of APEX D'RIOcomprising of various towers consisting of residential flats &convenient shops. Though thePromoter herein has right to develop the "Said Land", the Promoter has decided to carry out construction / development tower-wise and accordingly has identified/ earmarked these towers to hand over on different dates.
- C. The Promoter herein has engaged the services of architects for preparation of the layout and drawing of the buildings, further has also engaged the services of structural engineers for preparation of structural design and the construction of Building/s shall be under the professional supervision of the said Architects and the structural engineers as required under the bye-laws/development control rules of the local/planning authority.
- D. That thebuildings plans of entire proposed Group Housing have been duly sanctioned by the GDA **vide letter no, datedThe Complex have various towers comprisingof Residential apartments/ Commercial shops** along with the common area and facilities as well as with the facility of parking spaces and community facilities viz. Club, Multi-Purpose Hall, Swimming Pool etc. The Parking spaces have been declared in limited common areas and facilities. The commercial spaces / convenient shops of entire complex, community facilities (Club) have been declared in Independent areas.
- E. External Development: - That the External Development work upto the boundary wall of the project like road, electricity, drainage, sewer and water supply are to be developed by local authorities /GDA. Besides, services are to be provided byGDA.
- F. The Internal Development : Road, to connect the main lines to supply of Internal Panels water line and sewerage disposal are to be developed by the Promoter company within the project boundary line.

G. FLOOR SPACE INDEX (FSI)

The Promoter hereby declares that total density/nos. of units are 300 plus Commercial/convenient shops out of Which Tower Name is R,I & O Units 300.

And allottee has agreed to purchase the said apartment on the above said density and on the understanding that they will be entitled to such percentage of un-divided interest in common area and facilities.

- H. The said project shall be developed and completed by the Promoter in accordance with the sanctioned plans, layout plans and specification as approved by the Competent authorities. The Promoter agrees and undertakes that any changes to the sanctioned/approved building / layout plan will be as per and subject to applicable laws and applicant (s) hereby gives consent for the same.
- I. And whereas the Promoter has got some approvals from the concerned local authority the plans, specifications, elevations, sanction and of the said buildings and shall obtain balance approval from various authority from time to time so as to obtain building completion certificate of the building. And whereas while sanctioning the said plan concerned local authority/ or Govt., has laid down certain terms & conditions / stipulation and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the completion Certificate in respect of the said building/s shall be granted by the concerned local authority. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide no.....
- K. Now therefore in consideration of the mutual representations, covenants, assurances the following are main terms & conditions forming the part of the Application form/agreement to sale to be executed for booking of the apartment in the project known as APEX D'RIO ,located at PLOT No. 526/1, Village Kanawan, Ahinsa Khand -II, Indrapuram, Ghaziabd, (U.P) 201014 and That the total price of the apartment is based on the Carpet Area, which includes:-
1. (1) Cost of proportionate Land, (2) Proportionate cost of common areas and facilities appurtenant to this premises, the nature, extent and description of the Common areas and facilities which are more particularly described in the Schedule. (3) Internal development charges (4) Cost of providing Electric Wiring except electric supply meter (5) Fire fighting System as per present norms. The total price does not include additional charges, Taxes, Govt. Levies, Maintenance Related charges and insurance as detailed in Payment Plan
 2. That the apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of the Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy agreement for power backup etc. have to be executed with execution of allotment
 3. As per deed of declaration to be submitted under section 12 of UP Apartment Act 2010. The common areas are defined as under:-
 - i. Common Area as defined in definition above
 - ii. Limited Common Area and facilities as defined in definition above
 - iii. Independent Area as defined in definition above
 4. That the consideration is for the carpet area of the said apartment/unit which will be sold, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, unsold apartments/units, spaces for commercial and recreational facilities, convenient shopping spaces. Spaces for public amenities, community, clubs, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common area, will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. The company can sell/sub lease the vacant apartment (s)/units of the complete block of the apartment(s)/units as whole or in part to one or more person(s)/company (ies)/ institution(s) whosoever.
 5. That the proposed Project comprises of Towers A-1, A-2, A-3, A-4 along with Tower EWS/LIG flats (Tower A-5). As soon as the construction of particular Tower(s) will be completed with all the basic amenities attached to that, the Company after applying for the completion certificate of

particular Tower(s) to the authority concerned will offer the possession 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 denied on account of ongoing construction of other towers or any other reason whatsoever.

- 6) Further any alteration / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the Carpet area of the apartment there will be no extra charge / claim by the company also the allottee(s) shall not be entitled for any refund. However, any major alternation / modification resulting in more than $\pm 3\%$ in Carpet Area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in the writing the changes thereof and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the allottee(s) does not give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee(s) without any deduction and with interest @ 11% per annum. No other claim of the allottee (s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than +3% change than the demand or refund shall be applicable on the rates at the time of booking for the entire area eg. : for $\pm 3\%$ change the demand or refund shall be applicable for total $\pm 3\%$ area.
- 7) Preferential locations charges (PLC) will be applicable as per the price list.
- 8) That although all the major construction of the apartments/units will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touches of paint etc, will be done during the "Fit Out Period" of 4 months after payment of final dues. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee (s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and .being applied.
- 9) That the amenities like Road, Electricity, drainage, sewer 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 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 GHAZIABAD DEVELOPMENT AUTHORITY (GDA) concerned shall not be considered the delay on the part of the Company.
- 10) The intending allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or another authority or if competent authorities cancel the approval for construction or if any such matters /issues relating to such approvals, permissions, notice, notifications by the competent authority become subject matter of any litigations or due to any force majeure conditions, the Company after allotment is unable to deliver the apartment to the intending allottee, the intending allottee agrees that the Company in such case shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
- 11) That the schedule of payment/installment mentioned in the price list has been duly explained to the applicant(s) who shall be responsible for making payments on time, any separate demand letter for the installment falling 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.
- 12) That the installments of payment will run as opted for in the booking application. The applicants 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 from time to time with due payment. The applicant(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office. Timely payment is the main essence of the booking and in case of delay interest @ 11% per annum shall be charged for the delayed period. In case 2 consecutive installments remains unpaid the booking/allotment shall be treated as cancelled and 20% amount of the cost of the apartment/unit + all taxes shall be forfeited and balance amount (if any) will be refunded without any interest.

- 13) The buyers agree that no right will accrue in favor of the buyer in the apartment until a sale deed is executed and registered, and the " **RIO HEIGHTS Private Limited** ", shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the buyer(s) any rights or title or interest therein or even though all payment have been received by the " **RIO HEIGHTS Private Limited** ". **RIO HEIGHTS Private Limited** ". shall have the first lien and charge on the apartment for all its dues that may become due and payable by the buyer(s) to the " **RIO HEIGHTS Private Limited**".
- 14) That the Sale Deed of the apartment/unit shall be executed and registered along with physical possession and a copy of completion certificate to the allottee only after receipt of total consideration and other charges. The other connected expenses/charges/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the allottee(s).
- 15) I/we agree to sign and execute as and when desired by the company after payment of 10% of Sale price, Plus Registration charges for Agreement to Sale on the standard format, which has been perused by me and shall abide by the terms and conditions laid down there in which are binding on me/us.
- 16) That the allotment is entirely at the discretion of the Company and the Company reserves the rights to accept or reject any request for booking without assigning any reason of whatsoever nature. ii) The allotment of flat will only be confirmed after receipt payment of 10% of sale value + taxes
- 17) That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicants)/allottee (s) or bank/financial institution, theDeveloper has sole right to reissue or reject the reissuance. **The reissuance at every time shall attract a fee of Rs.10000/- plus GST** as applicable, as administrative charges and shall be payable by the allottee (s).
- 18) I/We agree that all letters, receipt and notice issued by the Promoter& dispatched by UPC/Speed post/Courier/others to the last updated address, of the purchaser shall be sufficient proof of receipt of the same by the purchaser and completely discharge the Promoter of his responsibility.
- 19) That it shall be responsibility of applicant(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the applicant (s) and the Company shall not be responsible for any default.
- 20) The applicant may, at its own cost, expense and risk, arrange any loan/funds from any banker or financial institutions to finance the purchase of the said Unit. In case the loan is not granted or cancelled or withdrawn by the banker/financial institution(s) on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer. Company in no way connected/Associated with Sanction or otherwise of loan by any Bank/Financial Institution, applied by the applicant(s).
- 21) Sewerage and Water connection charges are payable extra.
- 22) The Club and Swimming Pool shall be exclusively for the use of residents only. Residents shall pay recurring monthly charge towards the operations & running of the club house& Swimming Pool. Nominal charges for Club & Swimming Pool usage on monthly basis shall be charged extra.
- 23) G.S.T, and additional levies, rates taxes, charges, cess and fees etc. as revised by any competent authority are payable in addition to total cost of apartment. And also any consequences of Court order/Government/ Development Authority/Statutory or other local authority (ies) order, the applicant(s) shall be liable to pay/his/her/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.

- 24) 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 offer of possession. The electrical installation/transformers/Genset/E.S.S. equipments and cabling shall be designed with 60% diversity factor.
- 25) The Promoter shall have the right and authority to raise finance, loan from. any financial institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said Project subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed.
- 26) In case the applicant(s)/allottee(s) surrender/cancel the booking/allotment at any stage due to any reason what so ever than 20% of the cost of unit + all taxes shall be forfeited and balance (if any), after refunding the bank, shall be refunded without any interest.
- 27) That the Company / Promoter may restore the cancelled apartment / unit in its sole discretion after receiving 10% of the cost of the Apartment / Unit as restoration charges plus other dues as per terms of the agreement.
- 28) That the construction could be completed prior to the date mentioned in the Agreement to Sale Possession of the apartment/unit cannot be denied on any ground whatsoever. The date given in the Agreement to Sale is an assessment only and construction could be completed earlier to that.
- 29) That it is thoroughly clear to the applicant (s) that final finishing of the apartment/unit shall be done after deposition of entire amount.
- 30) That if there is delay in handing over the possession of Apartment/unit from the estimated date of possession due to any reason (s) which were within the control of the Company and not attributed to Force Majeure, the Company will pay to the Allottee(s) **an interest @ 11% per annum over the deposited amount of cost of the apartment/Unit** excluding the taxes and other charges provided that all due installments of apartment/unit were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time. In case the allottee (s) **do not proceed to take the possession of apartment, the holding charges @ Rs. 100/- per sq.mtr. per month of the Carpet Area of the Apartment/unit shall be applicable and payable by the allottee(s) the said holding charges shall commence from the date of expiry of Fit-out period.**
- 31) **That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and Development) Rules 2016, from the date of offer for possession.** The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, pest etc. shall not be considered as defect. 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 bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought 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/unit(including covering of balcony by any means) and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability benefit.
- 32) That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease along with due 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.
- 33) To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Agreement to Sale which has been formatted and seen and read by the applicant(s) but shall be executed on confirmation of Booking.

- 34) The aforementioned terms and conditions are not exhaustive and are merely indicative and are subject to detailed terms and conditions in the Flat Allotment Agreement. A copy of this application form bearing my/our signature(s) has been given to me by the Developer for future reference and record.
- 35) The provisions of U.P. Apartments Ownership Act and rules made here shall be complied by the Parties.
- 36) In case of NRI applicant (s) observance of the provision of the foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the applicant(s).
- 37) That the following list of documents has been seen and inspected by me / us and we have fully satisfied ourselves before booking the apartment in the Project **APEX D'RIO**.
- Specification of the Apartment/Unit,
 - Specification of the project,
 - Details of Title and Ownership of the Company,
 - Layout Plan of Project,
 - Layout Plan of apartment/unit,
 - Price list,
 - Payment plan
- 38)
- a) Monthly Maintenance Charges for residential unit along with GST as applicable for the apartment/unit. Current Maintenance charge is approximately Rs.2.50/- (Rs. Two and Fifty Paise) per sq.ft on Total Area basis and sinking fund is Rs. 0.60 per sq.ft. on Total Area basis. Running and maintenance of Swimming Pool, Club and Recreational equipment @ Rs, 700/- per month. Operational cost of STP is not included in the maintenance charges and will be charged by raising separate bill. However, these rates are subject to change depending upon the cost index prevalent at the time of offer of possession.
- b) 24 months Advance Maintenance related Charges (AMC) shall be used to provide Complex Maintenance & Facility management services viz Campus Security, Common Area House Keeping & Garbage Disposal, horticulture, Maintenance of Lifts, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex. The 24 months AMC shall be fixed in context of the prices prevailing at the time of possession/fixation. The repairs of common electrical equipment and other equipments is chargeable to sinking fund.
- 1) The applicant shall pay a sum of **Rs. 700/- (Rupees Seven Hundred only)** per month in advance for 24 months for the running and maintenance of club and recreational equipments.
- 2) The electric consumption charges for running all the common services, common area electricity viz. Corridors, lifts, Boundary wall, Park etc., for common usages are not included in the maintenance charges and shall be paid by all the Applicant(s) on equal basis and for this purpose. For these expenses an advance of **Rs. 15000/-** per applicant shall be paid at the time of offer of Possession is made, which has to be replenished again once the advance amount so paid is exhausted by adjusting it towards the aforesaid actual expenses incurred on account of common services for common usage.
- c) That non-refundable Interest Free Maintenance Security (IFMS) is payable to the Company **@ Rs.323/- per sq.meter (Rs.30 per sq.ft.)** of the Total Area of the apartment/unit.
- d) That the remaining amount of IFMS after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. and other dues of the individual allottee (if any) will be handed over to A.A.O. (Association of apartment Owners) at the time handing over the maintenance and common area of the project.
- e) That at the time of handing over the maintenance of the project to the A.A.O. the following will be handed over to the A.A.O. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motor rooms, Gen-sets, security gates with intercom, lift rooms, terrace and other area falling under the common area
- f) That the contents of each Apartment/Unit will got insured by the allottee himself at his own cost and risk & responsibility. But the Apartment/Unit along with the connected structural part of the Building will get insured collectively through AOA against the Fire, Earthquake etc. The cost of insurance premium will be in turn recovered from allottee on proportionate basis of Total area of flat. The Company after handing over the possession of a particular Apartment/unit shall in no way be responsible for safety, stability etc. of the structure.

- g) Electric Meter will be obtained by Allottee directly from PVVNL. Company on its part will develop the internal infrastructure and will install the meter for Power Back-up. The Company will get the electricity load sanctioned in the said Complex from PVVNL. **The installation charges for power back-up upto 1 KVA are payable extra @...../- per KVA.** The Electric consumption charges for Power Back-up along with Maintenance related Charges of the Complex /flat will be directly payable through pre-paid meter. Separate bill for consumption of Power Back-up Charges which will be payable by the Allottee, as per consumption shown in the meter and unit cost will be on the basis of actual expenses arrived at from time to time. The rate per unit will be decided by Maintenance Company. However, Power Back Up consumption charges for common area & common facilities will be payable on monthly basis. **Initially an advance of Rs...../-** will be taken in the name of Maintenance Agency /Company towards common area electricity charges and Corpus built, prorate charges debited to these Corpus on month to month basis. On exhaustion of this Corpus, Corpus funds will have to be replenished by Allottees

39) APPLICANT FURTHER UNDERSTAND THAT AFTER TAKING OVER POSSESSION OF THE FLAT :-

- a) To maintain the said Apartment at Allottee/s own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything or to the said project/building in which said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. Any changes if so made defect liability under RERA will become null and void.
- b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lifts, or any other structure of the building in which the said Apartment is situated, including entrances of the building in which said Apartment is situated and in case any damage is caused to the building on account of negligence or default of Allottee/s in this behalf, said Apartment Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said project/building in which said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority,. In the event of said Allottees committing any act in contravention of the above provision, said Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Any changes if so made defect liability under RERA will become null and void.
- d) Not to demolish or cause to be demolished said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to said Apartment or any part thereof, nor any alteration in the elevation including covering of balcony/Balconies/Terraces and outside colour scheme of the building/project in which said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or /RCC, Partis or other structural members in said Apartment without the prior written permission of the Promoter and/or the Society/Association/Limited Company any organization as may be formed. Any changes if SO made defect liability under RERA will become null and void.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the project/building in which said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the said project/building in which said Apartment is situated.
- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by and Apartment Allottee/s to any purposes other than for residential purpose.

- h) That the earmarked car parking will be available inside the complex, as per type opted for by the applicant(s) in the Application Form. The cars /Scooters /Two Wheelers /Cycles will be parked within the same parking spaces allotted to the applicant(s). The allottee shall make available parking space to maintenance staff for maintenance of the meter, pipe, man-holes etc., as and when required.
- i) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company / association as formed may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project/building and said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Applicant/s shall also observe and perform all the stipulations and conditions laid down by the Society /Limited Company / Association as regarding the occupation and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- j) The Applicant(s) will allow the Promoter and/or the Maintenance Agency access to and through the Said Apartment for the purpose of any maintenance works including electricity and other items of common interest etc. The Applicant(s) hereby confirms that the declared Independent Area and - facilities viz commercial spaces/convenient shops, club etc., are at the disposal of the Promoter and the Promoter may sell the same with or without construction, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/interference in any manner in connection therewith, either in person or in form of association and all such liquidated loss(es)/damages, at current market prevailing rates suffered due to wrong acts of the applicants will be liable to be paid by defaulting applicant(s)/association to the Promoter.
- k) Subject to the rights of the Applicant(s) herein contained in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Project.
- 1) The Height of the Tower-A-1 is Stilt+23, A-2 is Stilt+25, A-3 is Stilt+24, A-4 is Stilt+25 and A-5 is Stilt+25 and in terminology, 13 number has been omitted hence numbering goes 1 floor above.
- 40) All or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Conciliation/Adjudicating Officer appointed under the RERA Act.

Disclaimer:- I/we have fully read over and understood all the terms & conditions mentioned herein above and in the maintenance agreement, earmarked parking space, agreement for supply of electrical energy/power back-up. My/our all queries have been duly explained by the executive of the company. It is also clear to me/us that any changes in the sanctioned building plan/layout will be as per and subject to applicable laws. I/we hereby record our consent for all time to allow the Promoter for carrying out any required changes in the project.

This application Form contains 12 pages.

WITNESSES

1.

Me have gone through the above mentioned terms and condition & fully understand them I/We hereby record my acceptance of the same

2.

Applicant(s):

Name of Applicant (s)

Address:

Endl: Duly Signed Payment Plan