

**Application for Allotment by Sale of Flat in GD Enclave
situated at Ranidiha, Gorakhpur
Uttar Pradesh, India**

TO,
DIRECTOR
AMV INFRATECH Pvt.Ltd.
12A-CHARU CHANDPURI, COLONY, DAUDPUR,
GORAKHPUR-273001

Sir(s)

I/We request that I/We may be provisionally allotted a Flat in GD Enclave situated at Ranidiha Gorakhpur (Uttar Pradesh) under your :

a. Down Payment Plan

b. Installments Payment Plan.

I/We remit/submit herewith a sum of Rs. _____ Rupees _____ only by Bank Draft/Cheque no.....dated..... drawn on..... as booking/application amount.

In the event of provisional allotment of flat by M/s AMV infratech Pvt.Ltd. having its office at 12A-CHARUCHANDPURI, COLONY, DAUDPUR GORAKHPUR-273001 Uttar Pradesh, India (hereinafter 'the Company) I/we agree to pay the balance sale price and all other charges as per the payment plan opted in this application and confirmed in the Flat Buyers Agreement and 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 of a Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application and Final/Company allotment will be made only after I/We sign and execute the Flat Buyers Agreement/Agreement to Sell on the Company's standard format, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/we fail to execute and return the Flat Buyers Agreement/Agreement to sell within sixty (60) days from the date of this application, my/our application for the flat shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand forfeited. I/we are making this application with the full knowledge that the layout of the Project / building plans are sanctioned by the competent authority.

I/we have instructed the Company that if for any reason including change in the Company's policy of the building plans, the Company is not in a position to finally allot a Flat applied for within a period of sixty days from the date hereof, I/we would like to have refund of the amount deposited with the Company without any interest or penal charges thereon for which I/we would give notice to the Company to make payment within thirty (30) days of the receipt of notice.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Flat Buyer's Agreement.

My/Our particulars are given below.

1. **First Applicant Mr./Mrs./Ms**
Son/Wife/ Daughter of Mr.....
Date of birth Profession.....
Company/Firm Name
Nationality
Residential Status: Resident/Non-resident /Foreign National
of Indian Origin.

Please
Sign Across
Photograph

Residential/Registration \Office Address
.....
Tel No.(1) Fax.....
E-mail: PAN.....

2. **Second Applicant Mr./Mrs.Ms**.....

Son/Wife/Daughter of Mr.....
Date of birth..... Profession
Company/Firm Name
Nationality
Residential Status : Resident/Non resident/Foreign National
of Indian Origin.
Residential/Registration \Office Address

Please
Sign Across
Photograph

Tel No.(1) Fax.....
E-mail: PAN.....

Details of the Flat :

Type: 2BHK/3 BHK

SBUA: sq.ft Floor Unit/Flat No

No. of Parking spaces required

I/We the above applicant(s) do hereby declare that the above particulars given by me/ us are true and correct and nothing has been concealed there from. Any allotment against this application shall be subject to the terms and conditions attached to this application form and that of the Allotment Letter/ Buyer's Agreement, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs and successors. I/we declare to inform the Company of any change in my/our address or in any particular/information, given above, till the booked property is registered in my/our name(s).

I/We the applicant(s) do hereby further declare that my/our application for allotment by the Company is irrevocable and that the above particulars /information given by me/us are true and correct and nothing has been concealed there from.

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Name of the Applicant(s)

Signature of the Applicant(s)

Date

Place

**INDICATIVE TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL
ALLOTMENT OF A FLAT IN GD Enclave
Ranidiha, GORAKHPUR (Uttar Pradesh).**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Flat Buyers Agreement /Agreement to Sell which upon execution shall supersede the terms and conditions set out in this application.

The Intending Allottee(s) has applied for provisional allotment of a residential flat with full knowledge of all the laws/notifications and rules applicable to this area in general and this group housing project in particulars which have been explained by the Company and understood by him/her.

A. TITLE:

The Intending Allottee(s) has satisfied himself about the interest and title of the Company in the land on which the said Flat is being constructed and has understood all limitations and obligations in respect thereof. The intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.

B. ALLOTMENT:

1. The intending allottee(s) have applied for allotment of a Residential Flat with knowledge and subject to all the laws/notifications and rules applicable to the city of Gorakhpur in general and Group housing project in particular which have been explained by the promoter/developer and understood by him/her them.
2. The allotment of the flat is entirely at the discretion of the promoter/developer and the promoter/developer has a right to reject any offer without assigning any reason thereof. It is agreed that the Possession of flat may not be given by the promoter to the allottee(s) before all payments / dues are, cleared by the allottee (s) at the time of execution and registration of the sale deed.
3. That the amount remitted by the Intending Allottee(s) along with the application form in favour of the Promoter/Developer is only towards the request for allotment of a residential unit in his/her favour. The amount remitted is without any rights in favour of the intending Allottee against the Developer/ Promoter.
4. It is only after Applicant/s signs and executes the Allotment Agreement; the allotment shall become final and binding on the Company. If, however, Applicant/s fails to execute and return one copy of the signed Allotment Agreement within thirty (30) days from the date of its dispatch by the Company, the Allotment may be cancelled only at the sole discretion of the Company and the booking amount paid by the allottee/s shall stand forfeited

C. LAYOUT & PLANS:

1. The intending allottee (s) has/have seen and approved the plans, designs, specifications which are tentative and are kept at the promoter/developer's office at 12a-Charuchandpuri, Daudpur, Gorakhpur 273001, and agree (s) that the promoter/developer may make such variations, additions, alterations and modifications therein as it may, at its sole discretion deem fit and proper or as may be done by any competent authority and the intending allottee(s) hereby gives his/her/their Consent to such variations, additions, alterations and modifications. The intending allottee (s) has/have also seen the specifications and information as to the material to be used in the construction of the Residential Flat as set out in the brochure which are also tentative and the promoter / developer may make such variations and modifications therein as it may, at its sole

discretion, deem fit and proper or as may be done by any competent authority and the intending allottee (s) hereby gives his/her/their consent to such variations and modifications.

2. The allotment of the flat shall be provisional in the first instance, the promoter/developer shall have the right to effect suitable and necessary alteration in the layout plan of the building or block of buildings or payment of blocks if and when found necessary, which alterations may involve all or any of the following changes namely change in the position of the Unit, change in block / building / floor, change in number of Flat, change in dimension or change in its area.
3. To implement any or all of the above changes, supplementary agreement (s) or changes by exchange of letters. If necessary will be executed. If there is only increase / decrease in the areas, the rate per sq. ft. and other charges will be applicable to the changed area at the rate at which the unit was booked. Final adjustment will be made at the time of possession. If for any reason the promoter/ developer is not in a position to allot the property applied for, the promoter/ developer shall refund the amount deposited along with simple interest calculated @ 6% per annum for the period the amount remained with the promoter/developer.
4. In case Said Flat is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee/s for any reason, whatsoever, beyond its control, the Company may offer an alternate Flat approximately of the same type/specification and in the event of non -acceptability by the Allottee/s or non-availability of alternate Flat, the Company may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s whatsoever. The Allottee irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the said flat or alternate flat.
5. The final super area of the Flat will be intimated after the final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the super area varies upto 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Said Flat and in case super area varies beyond 10% then the current rate shall be applicable on the entire variation. It is clarified that neither party is liable to pay any other interest on amounts so calculated which shall become payable at the time of offer of possession. However, only in case of variation exceeding 10% of allotted super area, if Allottee/s shall have the option to get the allotment cancelled. This option will have to be exercised in writing within thirty (30) days of intimation by the Company indicating his/her/their non consent/objections to such variations.

D. AGREEMENT OF SALE:

1. After allotment of the Flat, by promoter/developer, ' Flat Buyers Agreement/ Agreement to Sell' shall be executed between the promoter/ developer and intending Allottee(s) on the standard format prepared by the promoter /developer which the Intending Allottee(s)/ purchaser has perused and agreed upon.
2. The Allottee/s undertakes to execute and get registered the Sale Deed in respect of the Said Flat within 30 days from the date of intimation by the Company in writing, failing which, Allottee/s authorize the Company to cancel the allotment and forfeit the Earnest money, delayed money interest etc and refund the balance amount to Allottee/s without any interest upon realization of money from re-sale/re-allotment.

E. TRANSFER:

1. Any liability aroused/imposed on the Company by Government Authority/ Third party due to transfer of flat will be payable by the Allottee(s) only.
2. Prior to execution of Sale Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee/s without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s, upto date payment of dues under all various heads and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her/their nominee substituted within his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fees as may be prescribed by the Company.
3. For any subsequent transfer of the Said Flat by the way of Sale or otherwise by the Allottee/s after execution and registration of Sale Deed in his/her/their favor, the Allottee shall obtain "No dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and payment of such Administrative charges as may be prescribed, as the case may be.

F. FINANCIAL:

1. The intending allottee(s) agree that He / She will pay the price of the Flat and other charges on the basis of the super area i.e. covered area of his/her/ their flat as also pro-rata share of the circulation area of the building.
2. The intending allottee(s) agreed(s) to pay the balance amount in accordance to the payment schedule mentioned in the Allotment Letter/Flat Buyers Agreement to Sell. The intending allottee(s) understand that the timely payment is the essence of the transaction. Each installment would be paid by the 7th of the month due. In case of default, the purchaser would be liable to pay the promoter/developer interest @ 18% per annum on the overdue balance. In case of non-payment of three consecutive installments or more/delay

in payment for more than 30 days from the schedule mentioned and agreed in the 'Allotment Letter/Flat Buyers Agreement/Agreement to Sell' the promoter/developer shall have right to cancel the allotment/Agreement to Sell and the purchaser would be entitled to get back the total money so paid by him without interest before the default, but with a deduction of service tax and 10% of sale price of allotted flat for incidental expenses. Further the discretion for accepting the delayed payment with interest shall exclusively be that of the promoter/developer. Delay in payment will result in delay in possession for which the promoter/developer will not be responsible.

3. Regular monthly maintenance amount to be decided by the body as per the clause no. H (1) below for the purpose of maintenance of the project, shall be payable to the builder /developer/authorized agency/nominated agency in advance on monthly basis from the date of completion of flat/offer for possession/actual possession/sale-deed whichever is earlier.
4. The intending allottee(s) agree to pay to the promoter/developer extra charges on any additional facility provided by the promoter/developer in future during construction.
5. Till such time as full payment of sale price and other charges / dues remain unpaid the intending allottee(s) covenants with the promoter/developer that he/she shall have no objection to the promoter/developer raising finance/loans/securities, from/with the financial institutions against receivable for the construction of his/her Flat.
6. The intending allottee(s) hereby covenants with the promoter/developer to pay from time to time and at all times, the amount which the intending allottee(s) is liable to pay as agreed and to observe and perform all the covenants conditions of booking and sale and to keep the Company and its agents and its representatives, estate and effect indemnified and harmless against any loss or damages that the promoter/developer may suffer as a result of non performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the promoter/developer.
7. The promoter/developer/ financial Institution shall have first lien and charge and the said Flat for all its dues and other sums payable by the intending allottee(s) to the promoter / developer.
8. The Allottee/s understands and agrees that in case he/she/they, at any time requests for cancellation of the allotment of Said Flat, such cancellation shall be subject to forfeiture of the Earnest Money by the Firm and the balance, if any, be refunded without any interest, claims etc. provided that the basic price of the Said Flat (as applicable then), upon its re-allotment to any persons(s), is received. If for any reason, the re-allotment or the cancellation is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.

G. POSSESSION:

1. That the vacant and actual physical possession of the flat shall be delivered by the Company, to the intending Allottee (s) at the time of execution and registration of the sale deed, after paying all the dues with respect to the said flat covered by Allotment Letter/Flat Buyers Agreement/Agreement to Sell or any other agreement or documents executed between the 'The Intending Allottee' and 'The Company/ as agreed by the 'The Intending Allottee' to 'The Company'.
2. Upon the completion of construction of the said flat excluding the final finishing, Company shall issue a written offer for possession/Final Demand Notice (FDN) to the Allottee/s. it is understood and agreed by the Allottee/s that the final finishing of the Said Flat will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
 - a. The possession of the Said Flat will be given after execution of Sale Deed, subject to Force Majeure Conditions, payment of all the amount due and payable by the Allottee/s.
 - b. The allottee has to make up-to-date payment of all the dues within 30 days of written offer of possession or the Final Demand Notice (FDN). Further, the allottee has to take possession of the said Flat within 60 days of the written offer of possession or FDN from the Company failing to which Said Flat will lie at the risk & cost of the allottee.
 - c. The allottee agrees and understands that in the event of his/her/failure to take over the possession of the said flat beyond 6 months from the possession due date, then besides the levy of applicable holding charges, chowkidari charges, maintenance charges and any other charge etc. the Said Flat will be handed over to the allottee on 'as is where is' basis
3. The possession date of Said Flat as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installments and other charges under various heads mentioned herein shall become due immediately.
4. The Flat to be allotted to the allottee(s) would be completed and its possession would be handed over to allottee(s) within the agreed time period. If no time period is agreed the standard time period as determined by the builder will apply from the date of booking provided each Installment is paid in time. However an extension of 12 months after 30 months from the signing of Allotment Letter/Flat Buyers Agreement/Agreement to sell will be allowed to the promoter/developer by the allottee(s) in case it is required by the promoter/ developer.
5. It is understood and agreed that except the area of Flat sold by the promoter/developer rest of the area / portion (including the roof of the building in which the said flat is situated) shall remain the property of the builder/promoter who shall be at liberty to use it either for

commercial/residential purpose or for general public use as he deems fit & proper.

H. MAINTENANCE:

1. The Intending Allottee (s) upon completion of the said Flat agrees to enter into a maintenance agreement with any Association/Body of Flat owners or any other nominee / Agency / Association (s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed, nominated by the Company from time to time for the maintenance and upkeep of the said Project Colony and the Intending Allottee undertakes to pay the maintenance bills as raised by the Agency from the date of completion of flat/offer for possession/actual possession/ sale deed, whichever is earlier irrespective whether the Intending Allottee is in occupation of the Flat or not. In order to secure due performance of the Intending Allottee in payment promptly the maintenance bills and other charges raised by the maintenance agency, the intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company as Interest Free Maintenance Security (IFMS) at the rate of Rs 25/- per sq. ft. of the super area of the flat.
2. Maintenance of infrastructure installation shall be done with the interest earned on IFMS, and if interest earned on IFMS falls short to the actual expenses incurred, additional demand on a prorated basis shall be raised by the Company or Associations as the case may be.
3. Apart from IFMS a Monthly Recurring Maintenance Charge (MRMC) proportionate to the area of unit shall be charged for the running and maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills of water pumps, lights in common areas, cost of sweeper, gardener, maintenance of sewerage system or any other facility of common nature.
4. MRMC shall be payable from the possession due date or offer of possession, whichever is earlier, irrespective of the fact whether possession of the flat has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of possession and in no circumstances shall the allottee stop payment of these post-dated cheques.
5. In case the actual prorated amount spent on MRMC exceeds the amount collected through post-dated cheques, the increased amount shall be billed on a monthly basis.
6. It shall be incumbent on each allottee to join this association formed of with the support of the Company for the purpose of maintenance of the complex and to abide by the rules of the association.
7. The Company shall hand over the responsibility of the maintenance of the complex along with

IFMS and balance PDCs of MRMC with in a period of 1 year from the date of first possession or when minimum 40% possession is given, whichever is earlier.

8. The allottee(s) shall not put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his/her flat is situated unless mutually agreed in Writing.

I. DUTIES & TAXES:

The total price above does not include.

1. The expenses for stamp duty etc. for execution of any legal document such as agreement to sell, sale deed etc. legal fee and other miscellaneous charges and registration charges etc. shall be borne by the allottee (s). Any penalty/fine for the delay in execution/ registration of Legal Document will be solely borne by the Allottee (s).
2. Service Tax, VAT, WCT or any other Indirect Tax, if any imposed on the promoter / developers in future, by the government, shall also be paid by the allottee, in addition to the 'Cost of flat and other charges' signed and agreed in the Allotment Letter/Flat Buyers Agreement / Agreement to Sell.

J. CORRESPONDENCE:

1. The intending allottee (s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the promoter/developer by registered letter about all subsequent changes if any in his/her postal address(s) is residing outside India, he/she shall be solely responsible to comply with the necessary formalities of Foreign Exchange Regulation Act, 1973 and other applicable laws regarding remittance of payments and required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address, and the intending allottee (s) shall be responsible for any default in payment and loss suffered by the promoter and such other consequence that arise due to the above.
2. In the case there are joint intending allottee(s) all, communication shall be sent by the promoter/developers to the intending allottee(s) whose name appears first and at the address given by him/her which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s) has agreed to this conditions of the promoter/developer.

K. FORCE MAJEURE:

1. The intending allottee (s) that the sale of the Residential space is subject to force majeure clause which inter alia includes delay on account of non availability of steel and /or cement or other building materials, or water supply or electric power or slow down or strike or due

to dispute with the construction agency employed by the promoter/developers, civil commotion or by the reason of war, or enemy action or earthquake or any act of the GOD or if non delivery of possession is as a result of any notice, order, rule or notification of the government or any other public or competent authority or for any other reason beyond the control of the promoter/developers and in any of the aforesaid events, the promoter/developers shall be entitled to a reasonable extension of the time for delivery of possession of the said premises.

2. The promoter/developers as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the promoter/developers if so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever can be claimed by the allottee(s) for the period of suspension of the scheme.

L. GENERAL:

1. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Flat Buyers Agreement shall supersede the terms and conditions as set out in this application.
2. That the intending allottee (s) has intimated to the promoter/ developer that he has all the legal rights to own/occupy property in India on the basis of which this application has been submitted by him/her. In case the property goes out of possession of the intending allottee(s) after its allotment, if any, or any liability / damages are imposed due to the mis-statement of the intending allottee(s) then only the intending Allottee (s) shall be responsible for the same without any liability of the promoter/developer.
3. The Company reserves the right to transfer ownership of the said "GD Enclave" project, situated at Ranidiha Gorakhpur U.P., India- in whole or in parts to any other entity such as Company, Body Corporate (s) whether incorporated or not, Association or agency by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Intending Allottee and the Intending Allottee agrees that he/she shall not raise any objection in this regard.
4. The Company reserves the right to add/ amend/delete any of the terms and conditions of this application form, at the time of allotment/execution of agreement to sell or sale deed which shall be fully acceptable to the intending allottee.
5. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

M. JURISDICTION:

All the disputes including all matters shall be subject to sole arbitration of the nominee of the promoter/ developer whose award shall be final and binding on both the parties. All

expenses including arbitrator's fee shall be borne by the intending allottee (s) / allottee(s) / purchaser. All proceedings shall be subject to jurisdiction of Gorakhpur Court only.

N. DECLARATION:

I/We declare that I/We have been explained everything related to the above conditions in the language known to me/us. Also I/We have agreed to abide the rules and regulations of the Company and shall pay further installments of the sale price including other charges demanded by the Company in the stipulated period.

- 1)
2)

Name of the Applicant(s)

Signature of the Applicant(s)

Place: Gorakhpur

Date.....

OFFICE USE ONLY

Whether personal details of the Applicant(s) have been completely filled up. Yes / No

Whether booking / application amount cheques is proper and in order. Yes / No

Whether the Application has been accepted and flat has been allotted to applicant(s) Yes / No

Details of Flat Allotted to Applicant(s):

Type: 2BHK / 3 BHK

SBUA: Sq. ft. Block Floor Unit / Flat No.

No. of Parking Space(s)

Booking Through

Other Remarks (if any)

Booked by

Checked by

Approved by