

APPLICATION FORM

Date:

**M/S GALAXY REAL ESTATE
DEVELOPERS & BUILDERS (P) LTD.
OFFICE: 12/483 MACROBERTS GANJ,
KANPUR, PIN NO: 208001**

Dear Sir/Madam

I/We either or survivor hereby wish to register for provisional allotment of a residential apartment in your Group Housing Project named as "SHIVALIK MITTAL'S ATTALIKA" to be developed and constructed by **M/S GALAXY REAL ESTATE DEVELOPERS & BUILDERS (P) LTD.** (hereinafter referred to as the "company") at Plot No. 65B, Singhpur, Kalyanpur, Kanpur.

I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, as and when desired by the company the Allotment letter and the Buyer's Agreement on the company's standard format contents whereof have been read and understood by me/us and I/We agree to abide them.

I/We remit here with a sum of Rs _____ (Rupees; _____) _____ vide Bank
Cheque No. _____ Dated _____ Drawn
on _____ in favor of "M/S GALAXY REAL ESTATE
DEVELOPERS & BUILDERS (P) LTD." as booking amount.

I/We further agree to pay the installments & additional charges as per the payment plan opted by me/us as shown in the price list and / or as stipulated / demanded by the company failing which registration will be cancelled and the earnest money shall be forfeited by the company. My/Our particulars are given blow:-

1. SOLE / FIRST APPLICANT:

Mr./Mrs./Ms.
Son/Wife/Daughter of Mr.
Date of Birth, Profession Designation

Nationality.....
Residential Status Resident Non-Resident Foreign National of India

Residential Address,

Office

Tel. Res. Off. Mobile

Fax no. E-Mail ID

Marital Status, No. of Children.....

Income Tax Permanent Account No / Ward No

2. Second Applicant:

Mr./Mrs./Ms.
 Son/Wife/Daughter of Mr.
 Date of Birth Profession Designation.....
 Nationality

Residential Status : Resident Non-Resident Foreign National of India
 Residential Address

Office Address.....
 Tel. Res. Off. Mobile.....
 Fax No..... E-Mail ID.....
 Marital Status..... No. of Children

Income Tax Permanent Account No. / Ward No.

3. Details of Residential Apartment:

(i) Type..... (ii) Tower (iii) Apartment No..... (iv) Floor.....
 (v) Block (vi) Super Area..... Sq. Ft. Approx (vii) Terrace Area Sq.
 Ft. Approx (viii) Ground Floor Lawn Area

4. Details of Pricing:

PARTICULARS	DETAILS	AMOUNT IN INR
A. Basic Sale Price (BSP)	@Rs..... Per Sq.Ft.	
B. Preferential Location Charges		
(i) PLC Floor Wise	@Rs..... Per Sq Ft.	
(ii) Location PLC	@Rs..... Per Sq.Ft.	
C. Additional Charges		
(i) Car Parking	Open@Rs..... Covered@Rs..... Double Covered @Rs.....	
(ii) Club Membership	@Rs.....	
(iii) One Time Lease Rent	@Rs..... Per Sq.Ft.	
(iv) Fire Fighting Charges	@Rs..... Per Sq.Ft.	
(v) Power Backup Charges	@Rs..... Per KVA	
(vi) External Electrical Charges	@Rs.....	
(vii) Others (if any)	Rs.....	
TOTAL (A+B+C)		

5. I/we require electrical connection for.....KVA (minimum 5 KVA). I/we are ready to pay the charges @Rs. 5000/-Per KVA (Total Amount Rs.)at the time of possession

6. I/We require power back – up ofKVA (minimum 1 KVA). I/We are ready to pay power back –up installation charges @Rs. 15000/-per KVA (Total Amount Rs.....) at the time of possession and ready to pay the per unit charges of the power back –up(i.e. running of DG Set) to be decided at the time of offer of possession.

Payment Plan Option	Down Payment Plan <input type="checkbox"/>	Flexi Plan <input type="checkbox"/>	Construction Linked Payment Plan <input type="checkbox"/>
Mode of Booking	Direct <input type="checkbox"/>	Dealer <input type="checkbox"/>	
If through Dealer	Name		Signature With Stamp

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 therefrom. Any allotment against this application is subject to the terms and condition attached to this application form and that of the Allotment Letter/Buyer's Agreement. The terms and condition whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s), and nominee(s), I/We undertake to inform the company of any change in my/our address or in any other particulars/ information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

Name of Applicant(s)

Signature of the Applicants(s)

Note:(i). All Cheques / Drafts to be made in favour of "M/S GALAXY REAL ESTATE DEVELOPERS & BUILDERS (P) LTD." Payable at Kanpur only.

(ii). In case, the cheque comprising booking amount is dishonored due to any Reason, the company reserves the right to cancel the booking without any notice to the applicant(s).

(iii). Persons signing the Application form on behalf of other person /firm/company shall file proper Authorisation/ power of Attorney/Resolution.

(iv). The provisional booking do not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Sale Agreement/Sub lease Deed/Allotment Letter, etc. are executed.

FOR OFFICE USE ONLY

1. Type of Bank Account of Applicants if NR/POI (NER/NRO/Foreign national) _____
 2. Check List:-
 - 1) Booking Amount: Local Cheque / Draft
 - 2) PAN: Copy of PAN Card/Form 60 enclosed
 - 3) Memorandum of Association: Articles of Association (For booking in The Name of Companies)
 - 4) Copy of Passport and Account details: (For NRIs and POIs to make payment Through NER/NRO/Foreign Current Account only)
 - 5) Photographs and signature of intending allottee(s):
- Remarks, if any
- Booked byChecked by.....Approved by.....

INDICATIVE TERMS AND CONDITION FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN " SHIVALIK MITTAL'S ATTALIKA " AT PLOT NO. 668, SINGHPUR, KALYANPUR, KANPUR.

1. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and has/have fully satisfied himself/herself/themselves about the title and right of the company in respect of the said project. The company has right to develop and construct the apartments in the said project and also has right to allot/sell Apartments of different sizes and dimensions in the said project " SHIVALIK MITTAL'S ATTALIKA "

2. The Intending Allottee(s) is/are aware of and has/have knowledge that the proposed plan of multi-storied building/towers are tentative and agreed that the company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the company or Kanpur Industrial Development Authority or any other Local Authority or body having jurisdiction.

3. Saving and expecting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, park, expecting what has been allotted by an agreement to intending allottee(s) or spaces for public amenities, shopping centre or any other space not allotted to him/her/them, which shall all remain the property of the company for all times unless the company decides to dispose them off, but subject to right of the intending Allottee(s) a mentioned hereinafter.

4. As per the layout plan it is envisaged that the Apartments on all floor shall be sold as an independent Apartments with impart able and undivided share in the land underneath. The Intending Allottee(s) shall not be permitted to construct anything on the terrace. However, the company shall have the right to develop and built the area on the terrace in case of any change in the F.A.R. and carry out construction of further Apartment In the eventuality of such change in the F.A.R. The intending Allottee(s) hereby agrees the right of the company to use the staircase and other facilities for the construction of the additional independent unit. The intending Allottee(s) shall have no right to object to the same.

5. The Intending Allottee(s) has/have agreed that the aforesaid consideration is for the total area of the said apartment, as mentioned herein above, property known as "Super Area" which comprises the covered areas, areas under walls, fully area of galleries and other projection whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light sewerage etc. and including all rights attached to the said apartment. However, It is admitted, acknowledged and so recorded by and between the parties that all other rights expecting what have been mentioned above including easement rights and to carry out further construction in case of any changes in the F.A.R. density. Club open space, lobbies, staircase, lift terraces, roofs, space for Commercial Park, parking (expecting what has been allotted to the intending Allottee by this agreement) or toilet Space for public amenities, shopping centres and other facilities will be the sole ownership of the company who will have the authority to change membership for such facilities and dispose of the other assets, whatever stated above.

6. The intending Allottee(s) has/have selected the aforesaid Payment PLAN:

Down Payment Plan Flexi Payment Plan Construction Link Plan

- a) Installments due toward payment of the Apartment will be made to the company on or before the due date as mentioned in the payment plan herein above. The intending Allottee(s) has/have agreed that the company is under no obligation to send demands/reminders for payment is not received within the aforesaid stipulated period as per the Payment Plan, or in the event of breach of any of the terms and condition of his allotment by the intending Allottee(s). The company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money/Registration Amount (10%) and the balance amount if any will be refunded with out any interest and the Intending Allottee(s) shall be left no right or lieu of the said apartment.
- b) If for any reason the booking of the apartment is canceled by the intending Allottee(s), then the entire Amount of Earnest Money/Registration Amount (1%) of the apartment would be forfeited and balance amount will be refunded without any interest.
- c) In exceptional circumstances, the company may, in its sole discretion condone the delay in payment, by charging interest @12% per annum from the date of delayed payments/outstanding. In the event of the company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).

7. In case the intending allottee(s) wants to avail of the loan from his employer or any Financial Institution or any bank of facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following:

- a) The terms of the financing agency shall exclusively be binding and applicable upon the Intending Allottee(s) only.
- b) The responsibility of the getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the intending allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the intending allottee(s), failing which, the intending shall be governed by the provisions contained in clause 8 as above

8. That after the execution of allotment letter the intending allottee(s) shall be treated/referred as allottee(s).

9. That the intending allottee(s) shall after possession comply with all the mandatory requirements and compliances as the ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water commission/any other rules and regulation laid down by State U.P. or any other competent authority.

10. The intending Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said apartment and balconies plus proportionate share of the service area to be utilized common used and facilities only. The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the wall if it is common.

11. The intending Allottee(s) shall not be entitled to get the name(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of Intending Allottee(s) as registered/ recorded with the company (including

addition/deletion) amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges as prescribed the company for time to time will be paid by the intending Allottee(s) before such change.

12. The construction of the Apartment is likely to be completed within 36 months of signing hereof, subject to force major circumstances beyond the control of developer, regular and timely payment by the intending Allottee(s), availability of building material, change of laws by Governmental/Local Authorities etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over of the possession on account of the aforesaid reasons or any other persons beyond the control of the company.

13. In case the company is unable to construct the Apartments within aforesaid stipulated time or within further extended period on six month from the aforesaid stipulated time whichever is later subject to aforesaid reason, the company will compensate the intending Allottee(s) for delayed period @Rs. 5/- Sq.Ft. per month, provided the intending Allottee(s) has/have paid all the installments on time. On the other hand if the intending Allottee(s) fails to take the possession of the apartment within one month from the date of asking him/her/them to take the possession, intending Allottee(s) shall pay @ Rs. 5/-Sq.Ft. month to the company for the period the intending Allottee(s) delay in taking possession.

14. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of said Apartment or its location, no claim monetary or otherwise will be raised or accepted except that the agree rate per sq.ft. and other charges will be applicable for the changed area i.e. at the same rate, at which the apartments was booked and as a consequence of such reduction or increase in the super area, the company shall be liable to adjust or refund without interest only the extra price or shall be entitle to recover the additional price and other proportionate charges without interest, as the case may be.

15. Any request for any change in construction any type in the apartment from the intending Allottee(s) will not be entertained/allowed.

16. It is hereby agreed, understood and declared by and between the parties that the sub lease Deed/ Registry shall be executed and registered in favor of the intending Allottee(s) after the apartment has fully and finally constructed at the site and after receipt of the total sale consideration and other charges, agreed herein, by the company and other connected expenses i.e. cost of stamp Duty for registration of the sub lease deed/ registry, registration charges / fee miscellaneous expenses and Advocate legal fee/ charges, shall borne and paid by the intending Allottee(s).

17. The maintenance, upkeep, repairs security etc, of the building including the common area of the building will be organized by the company or its nominee. The intending Allottee(s) agree(s) and consents to the said arrangements. The intending Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payment will make the intending Allottee(s) liable for interest @18% per annum. Non payment of any of the charges within the time specified shall also dis-entitle the intending Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The intending Allottee(s) consents to this arrangement whether the building is transferred to other body corporate and shall continue till such time as the company terminates the arrangement.

18. The intending Allottee(s) has/ have to sign a "Maintenance Agreement:" with the company or its nominee as appointed by the company at the time of possession of the Apartment of the Apartment. The intending Allottee(s) has have also agreed to pay the maintenance charges of the said apartment to the company or its nominee, as appointed by the company. The intending allottee(s) will deposit @ Rs. 25/- per sq.ft. as interest free Non -Refundable Maintenance Security Deposit with the company or its nominee, as appointed by the company.

19. That The 75% of the Interest Free Maintenance security Deposit given by the intending allottee(s) to the Builder or nominee of the Builder is refundable to the Intending Allottee(s) Resident Welfare association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of the maintenance to the RWA of the complex at the time of handing over of maintenance of the project/complex the charge over the following will be handed over to the RWA.

The society will be run by the builders for 36 months from the date of handing over the possession of building if agreed by all the perspective buyers by the taking maintenance charges from the residents or till the formation of the society before 36 months.

- a) All exiting lifts, corridors, passages, park underground & overhead water tanks, fire fighting equipment with motors and motor room.
- b) Security gates with intercom lift room at terrace without terrace right.

Note: Open space, lobbies, staircase, lifts, terraces, roofs, space for commercial, parks, parking spaces (excepting what has been allotted by an agreement to intending Allottee(s)) or lot-lots, space for public amenities, shopping centers or any other space will remain the property of the builder.

20. That builder shall get single point electric connection for the complex from the Paschimanchal Vidut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending allottee(s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking (minimum 5 KVA @Rs.5,000/-per KVA).

21. That the carbon Credit Benefit arisen, if any, in the Group Housing Project can be redeemed by the builder.

22. That the intending allottee(s) can also avail additional power back-up facility (over and above 1 KVA allotted free) and notify his/her/their requirement at the time of booking in Application form. He/she/they will pay Rs.20,000/- per KVA at the time of offer for possession for power back up installation charges. The intending allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.

23. The intending Allottees(s) agreed that the cost of External development Charges, if any, imposed by the local authorities/bodies shall be borne prorata by each allottee, which shall be in addition to the Basic Sale Price.

24. The intending Allottee(s) agree(s) to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and /or Apartments as the case may be, from the date of allotment of the apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building(s) /tower(s), same shall be payable and be paid by the intending Allottee(s) in proportion to the area of his/her/their apartment(s). Such apportionment shall be made by the company or any other agency as appointed to the company, as the case may be, and the same shall be conclusive, final and binding upon the intending.

25. The intending Allottee(s) shall permit the Company or their representative when so required to enter his/her/their Apartment for the purpose of performing installation, alteration, or repairs to the mechanical or electrical services, and that such entry is at time convenient to the company / intending Allottee(s). In case of an emergency, such right of entry shall be immediate.

26. The intending Allottee(s) shall not change, alter or make additions in or to the apartment or the building/tower or any part thereof. The intending Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of cloths on the external façade of the building/tower or any where on the exterior of the building or in the common areas. The intending Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevations or designs of the apartments. The intending Allottee(s) shall be responsible for any loss or damage arising out of any of these conditions.

27. It is hereby agreed, understood and declared by and between the parties that the company may take construction Finance/ Demand/Loan for the construction of any Block/Tower/Building in the said Project or part thereof from the Bank/Financial Institution after mortgaging the Land/Apartments of the said Project however, the sub lease deed in respect of the said apartments in favour of intending Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.

28. The intending Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object to the company constructing or continuing with construction of the other buildings adjoining to or otherwise in the Building/ Project.

29. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act 1999" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the company.

30. The company reserves the right to give on lease or hire any part of the roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use /hire lease the same for advertisement purpose and the

intending Allottee(s) agree that he/she/they shall not object to the same and not make any claim on this account.

31. The company shall have the right, without approval of the intending Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs; whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartment(s) with the building and the intending Allottee(s) agree(s) not to raised objection or make any claim on this account.

32. The intending Allottee(s) shall abide by all laws, rules and regulation of the Kanpur Industrial Development Authority/Local bodies/State Government of U.P./ Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the condition of law/bye laws or rules and regulations before and after the completion of the Project. The apartment shall be used for the purpose for which it is allotted.

33. The company reserves the right to correct, modify, amend, change all the annexure attached here to which are indicate to be tentative and intending Allottee(s) agree(s) the same.

34. Car parking is available on request on payment basis and it shall be allotted to the intending Allottee(s) of apartment as per type opted by him/her/they in the application form on "first come first serve" basis. Scooter/Two Wheelers/Cycle will be park within the same parking spaces allotted to the intending Allottee(s). A separate agreement for the allotment of the car parking will be executed between company or its nominees and the intending Allottee(s). Purchase of one car parking per Apartment is mandatory.

35. Further, if there is any service tax, Trade Tax and additional levies, Rates, Taxes, Charges, compensation to the farmers, Government Cess and Fees etc, as assessed unpaid and attributable to the company as a consequence of order from the Government / GNIDA /Statutory or other local authority(s) shall pay the same. Also, the intending Allottee(s), will be liable to pay him/her/their proportionate share.

36. Until a sub lease deed is executed and registered, the company shall continue to be the owner of the said Apartment and also the construction thereon and this Allotment shall not give to the intending Allottee(s) any right or title or interest therein even though all payment have been received by the company. The company /Financial Institution/ Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and / or that may hereafter become due and payable by the intending Allottee(s) to the Company/Financial Institution/ Bank.

37. The intending Allottee(s) shall give his/her/their complete address to the company at the time of booking for all communications and it shall be his/her/their own responsibility to inform the company by registered A/D letter/courier about all subsequent changes, if any his/her/their address, failing which, all demand letters/notices and letters posted at the first registered address will be deemed to have been received by his/her/their at the time when those should

primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

38. That in case there are joint intending Allottee(s), all communications shall be sent by the company to the intending Allottee(s) whose name appears first and at the address given by him/her/their, which shall for all purpose be considered as serviced on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s). Intending Allottee(s) has/have agreed to this. This Application Form and its all terms and conditions does not constitute an Agreement to sell.

39. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of the person to be appointed by the company. The intending Allottee(s) hereby confirms that he/she /they shall have no objection to his appointment and the decision of the arbitrator will be final and binding on all parties. The Arbitration proceeding shall always be held in Delhi Courts (India). The Arbitration and conciliation Act, 1996 or any statutory amendments/ modifications shall govern the arbitration proceedings thereof for the time being in force. The Delhi Court alone shall have jurisdiction in all matters arising out of touching and/or concerning this allotment. The company has its registered office situated in Delhi.

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

Signature of the Intending Allottee(s)