

Application for Allotment of Residential Apartment

To,
M/s VASU INFRASTRUCTURE PVT. LTD.
 NH-58, Raj Nagar Extension,
 Ghaziabad

Project Name : **FORTUNE RESIDENCY**
 Khasra No : 1116, 1123 Noor Nagar, GZB.

Dear Sir (s),

I/We, Hereby apply for allotment of a residential apartment in your Housing Complex named "FORTUNE RESIDENCY" to be developed and constructed by M/s VASU INFRASTRUCTURE PVT. LTD. (hereinafter referred to as the "company) land situated at village Noor Nagar, Ghaziabad, U.P.

I/we agree to abide by the basic terms and conditions attached to this Application Form and also 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, content whereof have been read and understood by me/us and I/We agree to abide by them.

I/We remit herewith a sum of Rs. _____ (Rupees _____) Vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of a residential apartment.

I/We further agree to pay the instalments and 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 the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the company.

My/Our particulars are given below for your reference and record

1. SOLE / FIRST APPLICANT

Mr./Mrs./Ms.

S/W/D of

Nationality..... Age..... Year

Date of Birth Profession/Service

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

Income Tax Permanent Account no.

Postal Address

Telephone Nos. Mobile No. E-mail :

Designation, Office Name & Address

2. SECOND APPLICANT

Mr./Mrs./Ms.

S/W/D of

Application for Allotment of Residential Apartment

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S/W/D of

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Income Tax Permanent Account no.

Postal Address

Telephone Nos. Mobile No. E-mail :

Designation, Office Name & Address

2. **SECOND APPLICANT**

Mr./Mrs./Ms.

S/W/D of

3. DETAILS OF APARTMENT:

Type of Apartment Apartment No. Floor
 Approx - Super Area Sq. Mt. (approx.) (.....
 Cost (CLP) Rs. (Rupees)

4. Basic Sale Price (BSP) @Rs. per sq. ft. (..... sq.ft.)

Sl.No.	Particulars	Amount (Rs.)	Payable on
(i)	External Electrification Charges		
(ii)	Fire Fighting Charges		
(iii)	IFMS		
(iv)	Club Membership		
(v)	Wood work in Kitchen and Bedrooms (optional)		
(vi)	Power Backup		
(vii)	External Development Charges		
(viii)	PLC		

Parking Cost Rs. (Rupees

Parking Space No. Parking Type : Open Covered Stilt

5. PAYMENT PLAN:

DOWN PAYMENT PLAN CLP

Note : Payments to be made by A/c Payee Cheque(s) Demand Draft(s) in favour of "VASU INFRASTRUCTURE PVT. LTD

6. I/We require power backup for KW (minimum 1 KVA). I/We are ready to pay the charges @ Rs. Per KVA
 (Total amount Rs.)

7. Any other Remarks :

8. DECLARATION

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

Yours faithfully,

DATE :

PLACE :

Signature of applicant

Signature of co-applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name Signature Date

1. ACCEPTED/REJECTED

Type of Apartment Apartment No. Floor

Parking Space No. Parking Type: Open Covered Stilt

Total Price payable for the apartment together with the parking price Rs.

2. PAYMENT PLAN: Down Payment Plan CLP

3. Payment received vide Cheque / DD / Pay order No. Dated

Drawn on for Rs. (Rupees

4. Provisional Booking Receipt No. Dated

5. BOOKING : DIRECT / THROUGH SALES ORGANISER

6. Sale Organiser's Name & Address, Stamp with signature :

7. Sub Broker's Name, Stamp & Signature

8. Check List for Receiving Officer :

(a) Booking Amount Cheques/drafts

(b) Pan No. & copy of PAN Card / Undertaking Form No. 50

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT FORTUNE RESIDENCY AT KHASRA No.- 1116, 1123, NOOR NAGAR GHAZIABAD

Whereas Free hold land has been acquired by the Company i.e. **M/S VASU INFRASTRUCTURE PVT. LTD.** measuring Area 7.5 acres. Approximately areas as per Group housing Norms, the land will be used for commercial, and residential Open space/ green purposes.

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment in Group Housing Plot mentioned hereinabove on the following terms and conditions relating to the above said Group Housing Plot and Complex to be constructed thereon:

Whereas all terms & conditions of the above Group housing is executed.

The building plans of the proposed Group Housing Plot will be submitted/sanctioned to/by the Ghaziabad Development Authority. The Complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.

That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartment on the said Project and also has right to allot different apartments in the said Complex.

That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the G.D.A. as well as of the Government orders/ Notifications/ GDA Policy.

That saving and accepting the particular Apartment allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can sale out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/company(ies)/institution(s) whosoever for short term of long term.

That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with imitable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F. A. R., carry out construction of further apartment in the eventuality of such change in the F. A. R. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).

That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.

That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GDA, any other Local Authority or Body having jurisdiction.

That the total area of the said apartment, as mentioned herein above, property known as "Saleab (GDA) Area" comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits to 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 between the parties that all other rights excepting what have been mentioned above including easements rights and to carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space will be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.

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

That the 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 regulations laid down by State of U.P. or any other competent authority.

That the instalments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.

That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of Apartment will be forfeited and balance amount, if any, will be refunded without any interest.

That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.

That in exceptional circumstances, the Builder may, in its sole discretion condone the delay in payment by charging interest @18% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).

That the drawings displayed in the Site Office/Registered Office of the Builder-of- showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder, and the change can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of good specifications.

That the intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in ± 3% in the Saleable area of the Apartment, there will be no extra charge/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than ± 3% change in Saleable area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/ modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire* money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon. The intending Allottee(s) agrees that any refundable/ payable amount (without any interest) at the rate per sq. feet as mentioned in the Application/Allotment Letter.

That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.

Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession.

Transfer of the flat including rights as flat Allottee herein will be at the sole discretion of "The Company" and shall require prior approval of "The Company". The administrative charges as prescribed by "The Company" from time to time will be paid by the transferor at the time of transfer. Any change in the name registered as flat Allottee (including addition/deletion) with the company shall be deemed to be a transfer for this purpose. The administrative charges for transfer of the flat between family members (viz husband, wife and own children) will be matter of the normal administrative charges for every transfer. Claims, if any, between the transferor and transferee, as a result or subsequent reduction/increase in the area of its location will be settled between themselves i.e. transferor and transferee and "The Company" will not be a party to the same. It will be the responsibility of the transferor to obtain all sanctions including sanction of the competent authorities inter-alia under the Urban Land Ceiling and Regulation Act, 1976, if the transfer falls within the purview of the said Act.

That a written intimation for completion of project will be sent to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out period" is in order to facilitate the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own Apartment after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out period" only, which will take 20 to 25 days for an individual Apartment and the intending Allottee(s) may get these final installations done in his/her/their own presence, if desired so.

That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.

That in case the Allottee(s) fail to take possession of apartment within "Fit-out-period", he/she/they will pay penalty as per clause mentioned hereinafter.

That in case the intending Allottee(s) fails to take possession of Apartment within given "Fit-out Period", RS. 100.00 per day will be charged for the delay of First month and RS. 200.00 per day will be charged for delay during second month from the date of expiry of "Fit-out Period".

That in case the intending Allottee(s) fails to take possession of Apartment even after delay of two months from the date of expiry of "Fit-out Period", his/her/their booking of Apartment shall be treated as cancelled, without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10%

That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained

That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, are, of Apartment or any other ground whatsoever.

That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.

That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) @ RS. _____/- per sq. ft. to the Builder

That the intending Allottee(s) has/have to pay monthly Maintenance Charges @ RS. _____ per sq. ft. to the Maintenance Body of the project nominated by the Builder.

That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the Builder, will be decided by the Builder.

That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment owner/association of the Apartment owners.

That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for cleaning maintaining/ repairing of the pipes/leakage/ seepage in his/her/their Apartment or any other Apartment.

That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that monies received from the intending Allottee(s) will be refunded in full, without interest.

It is hereby agreed, understood and declared by and between the parties that a Registered Deed shall be executed and registered in favour of the intending Allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by the Builder. The other expenses i.e. cost of Stamp Duty for registration of the Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee(s). The intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps & valuation of the Apartment for the stamp duty.

That the intending Allottee(s) shall abide by all laws, rules and regulations of the GDA/Local Bodies/ The provisions of U.P. Apartment (Promotion of construction, ownership and maintenance) act 2010/ State Govt. of U.P. and the proposed Body Corporate Association of the Buyers (As & when formed till then as prescribed by the builder) and shall be responsible for all the deviations, violations or breach of any of the conditions of law/ bye laws or rules & regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.

That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) or other apartment in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.

That the Apartment shall be used for activities as are permissible under the Law.

That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or wilful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act.

That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through residents collectively if so formed for the maintenance of building.

That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.

That the 75% of the Interest Free 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 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:

All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room. b. Security gates with intercom, lift rooms terrace without terrace right.

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

That Builder shall get single point electric connection for entire complex from the Pashimanchal Vidyut Vitran Nigam Limited or any other concerned Authority and will be distributing 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.

That the Carbon Credit Benefit arises, if any, in the Township can be redeemed by the Builder.

That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up charges will be deducted through prepaid electric meter system.

That the intending Allottee(s) can also avail additional power back-up facility (over 1 kva mandatory) and notify his/her/their requirement at the time of booking in application form. She/They will pay @ Rs. _____/- 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 back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.

That the Car parking is available inside the Complex on payment basis and it shall be allotted to the Allottee(s) as per type opted by him/her/them in the application form, at the time of possession against charges. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the intending Allottee(s). A separate Agreement for allotment of the car parking will be executed between Builder and the intending Allottee(s) at the time of possession. One car parking subject to availability is mandatory. No vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.

That, if there is any Service Tax, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the Builder as a consequence of order from the Government/ GDA Statutory or other local authority(s), shall pay the same. Also, the intending Allottee(s) will be liable to pay their proportionate share.

It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sale Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

Until a Sale deed is executed & registered, the Builder shall continue to be the owner of the Apartment and also the construction there on and this allotment shall not give the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the apartment for all its dues that may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of Sale deed.

That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).

That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered AD letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notifications and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and consequences that might occur there from.

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 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held in the city of Ghaziabad, (U. P), 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 High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

In case of NRI Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other applicable laws, rules, regulations and circulars of the Reserve Bank of India and the Government of India shall be the responsibility of the Allottee(s).