

TO,

URBAN CONSTRUCTOR LLP- NIRVANA HOMES

REGD. OFFICE & SITE AT

KHASRA NO-963, NOOR NAGAR & KHASRA NO 122 – MORTI

RAJNAGAR EXTENSION GHAZIABAD (U.P) -201017

SIR/ MADAM

I /We have examined the plan of the project, to be developed, constructed under the lawful arrangements by "NIRVANA HOMES" ( herein after referred as the project ) . I/We hereby applying for provisional allotment of residential villa on Plot no \_\_\_\_\_in the Project land comprising an area of about 3.28 Acre lying and situated in Khasra No -963 in village Noor Nagar & in Khasra No -122 in village Morti in Rajnagar extension Ghaziabad , Uttar Pradesh having a Plot area \_\_\_\_\_sqyard / \_\_\_\_\_sqmtr Villa Unit No and having also built up saleable area of approx. \_\_\_\_\_sqft super area and carpet area having approx. \_\_\_\_\_sqft on Ground , First & Second Floor ( hereinafter referred to as the Villa), to me / us in your project called '**NIRVANA HOMES**'.

I /We having examined the tentative layout plan of Residential Project named as 'NIRVANA HOMES' to be developed under lawful arrangement by 'URBAN CONSTRUCTOR LLP'(hereinafter referred to as the ("PROMOTER"))

I/We agree to abide by the terms and conditions and payment plan attached to provisional Allotment as provided by the company and also to sign execute, as and when designed by the company.

I/We hereby remit a sum of Rs- \_\_\_\_\_/ (Rupees \_\_\_\_\_/) vide Bank Draft / Cheque No \_\_\_\_\_ Dated \_\_\_\_\_ OR RTGS vide UTR No . \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ Payable at Ghaziabad being booking amount for provisional Allotment of Villa .

Company

Applicant (S)

**PARTICULAR OF APPLICANT (S)**

**SOLE / FIRST APPLICANT**

Mr./Mrs./Ms \_\_\_\_\_

Son/ Wife/ Daughter of Mr./ Mrs \_\_\_\_\_

Date of birth \_\_\_\_\_ Marital status \_\_\_\_\_

Contact No. \_\_\_\_\_ Alternate No. \_\_\_\_\_

Residential Status : Indian ( ) Non-resident Indian ( )

Residential Address \_\_\_\_\_

\_\_\_\_\_

Correspondence Address \_\_\_\_\_

\_\_\_\_\_

Pancard No. \_\_\_\_\_ E-mail \_\_\_\_\_

**Professional**

Designation , company name and address \_\_\_\_\_

\_\_\_\_\_

Tel. Office \_\_\_\_\_

**Co- APPLICANT**

Mr./Mrs./Ms \_\_\_\_\_

Son/ Wife/ Daughter of Mr./ Mrs \_\_\_\_\_

Date of birth \_\_\_\_\_ Marital status \_\_\_\_\_

Contact No. \_\_\_\_\_ Alternate No. \_\_\_\_\_

Residential Status : Indian ( ) Non-resident Indian ( )

Residential Address \_\_\_\_\_

\_\_\_\_\_

Correspondence Address \_\_\_\_\_

\_\_\_\_\_

Pancard No. \_\_\_\_\_ E-mail \_\_\_\_\_

**Professional**

Designation , company name and address \_\_\_\_\_

\_\_\_\_\_

Tel. Office \_\_\_\_\_

**Company**

**Applicant (S)**

**PHOTO**

**PHOTO**

**NIRVANA HOMES**

**DATE OF BOOKING -** \_\_\_\_\_

**APPLICANT NAME -** \_\_\_\_\_

**CO- APPLICANT NAME -** \_\_\_\_\_

**VILLA NO –** \_\_\_\_\_ **SIZE-** \_\_\_\_\_ **SQYARD** \_\_\_\_\_ **SQMTR**

**CONSTRUCTED -SUPER AREA -** \_\_\_\_\_ **SQFT** **CARPET AREA** \_\_\_\_\_ **SQFT**

**PAYMENT PLAN :**

(A) CONSTRUCTION LINK PLAN ( ) (B) FLEXI PLAN ( ) C) SPECIALPAYMENT PLAN ( )

PARTICULARS	AMOUNT
<b>BASIC SALE PRICE</b>	
@ _____	Rs. - _____
<b>LESS/DISCOUNT ( if any )</b>	
@ _____	Rs. - _____
<b>ADDITIONAL CHARGES</b>	
ROAD FACING @ 10% of BSP	Rs. - _____
CORNER @ 5% of BSP	Rs. - _____
CLUB MEMBERSIP @ Rs. 3,00,000/-	Rs. - _____
GST @ 5%	Rs. - _____
<b>AT THE TIME OF POSSESION</b>	<b>Amount (IN INR)</b>
POWER BACK UP 5 KVA @ 1,25000/-	Rs. - _____
IFMS @ Rs. 37 PER SQFT	Rs. - _____
DUAL METER CHARGES @ AS PER ACTUAL	Rs. - _____

**TOTAL AMOUNT - RS.-** \_\_\_\_\_

**TOTAL AMOUNT IN WORDS -RS**

\_\_\_\_\_

**NOTE :-**

1. ALL CHEQUE / DRAFT ARE TO BE MADE BY ONLY IN FAVOUR OF “ **URBAN CONSTRUCTOR LLP- NIRVANA HOMES** ” PAYABLE AT GHAZIABAD .
2. PERSON SIGNING THE APPLICATION ON BEHALF OF OTHER PERSON/ FIRM /COMPANY SHALL FILE AUTHORIZATION LETTER / POWER OF ATTORNEY / BOARD RESOLUTION COPY DULY ATTESTED BY A MAGISTRATE / NOTARY PUBLIC .

**Company**

**Applicant (S)**

**Check list :**

- 1. COPY OF PAN CARD & AADHAR CARD .**
- 2. COPY OF RESIDENCE PROOF .**
- 3. 3 PASSPORT SIZE PHOTOGRAPHS OF EACH APPLICANT.**
- 4. PHOTOCOPY OF PASSPORT FOR NRI/ FORGEIN NATIONALS.**
- 5. PHOTOCOPY OF COMPANY'S IDENTITY CARD (FOR CORPORATE BOOKINGS ONLY).**

**TERMS AND CONDITIONS**

**1.** The "Applicant(s)" (which expression shall mean and include their Legal heirs ,successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) shall issue Cheque/draft in favor of "**URBAN CONSTRUCTOR LLP - NIRVANA HOMES**" payable at Gha-ziabad.

**2.** In case the Cheque comprising booking amount is dishonoured due to any reason whatsoever the application will stand automatically cancelled and document(s) issued by the company shall be deemed to be null and void those are only subject matter of clearing to Cheque issued.

**3.** The Applicant(s) hereby agree(s) and declare that acceptance of application for registration and subsequent action for booking of Villa/unit is at company's absolute and sole discretion and in case the above said Villa/unit is not allotted to her/him/them due to technical or any other reason whatsoever, he/she/they either shall accept the alternative unit or get refund without interest without making any objection.

**4.** The Applicant(s) shall execute all the legal documents and will also comply with the desired formalities as and when asked by the company to accept the application form.

**5.** The Housing Project/building plans for the above housing project is already sanctioned by Gha-ziabad Development Authority (GDA) and the company has completed all its requisite formalities with Ghaziabad development authority and other competent authorities.

However, the plans have already approved and if there is any change in those layout plans or unit numbers the Applicant(s) shall accept them without any objection.

**6.** The applicant(s) shall pay minimum 10% amount of total consideration value as Registration amount further payment will be made as per payment plan .The Applicant(s) agree(s) that timely payment of all the installments is the essence of the application & allotment and non-payment within the time period shall cause the cancellation of the registration and forfeiture of 10% of total Villa Unit price as it being the earnest money along with due interest upon the late payment of the due amount however the company at its sole discretion may condone the delay in payment by charging interest @ 18% p.a. compounding quarterly. Before cancellation and forfeiture of 10% of the total Villa price, the company shall give the applicant(s) a final opportunity to pay all his/her/their dues including interest by sending a final payment reminder notice in which a certain date of payment shall be fixed.

**Company**

**Applicant (S)**

7. The applicant(s) shall pay stamp duty, registration fee charges with Sub Registrar, Ghaziabad and other Govt. taxes or levies separately if imposed by the Govt. during the period of the handover the possession.
8. The applicant(s) shall also give the name of nominee who shall be responsible to administer and protect applicant(s) interest. In case of death of any of the applicant if legal heir(s) is/are not legally declared within 3 months from such event, the terms and conditions of the company shall be binding to all.
9. The Applicant(s) agree(s) that if due to any seen or unseen reason(s) whatsoever, the project is abandoned, The Applicant(s) shall neither raise any objection/claim, damages nor challenge the same in court of law nor shall the Applicant(s) claim the unit. In such case, the Applicant(s) agree(s) to get the refund of the registration amount as well as subsequent installments without any interest and all the documents issued to the Applicant(s) shall be null and void and the Applicant(s) shall return all of them including photocopies as and when asked by the company.
10. The Applicant(s) has/have fully satisfied about the title and status of the project which is to be developed/constructed as per prevailing bye-laws/guidelines of GDA (Ghaziabad Development Authority) and /or other competent authorities and the applicant(s) has/have understood all its limitations and obligations in respect thereof. The applicant(s) further agree(s) to abide by all the terms and conditions of all the permissions, sanctions, directions etc. Issued by GDA and /or other competent authority in regards to the project.
11. The Applicant(s) has/have examined the tentative plans, designs, and specifications of the residential housing project **"NIRVANA HOMES"** and has agreed that the company may do such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the project or as may be done by any competent authority. The necessary changes/alterations may involve change in position/location of the residential villa and change in its dimensions or area etc. and built up area inclusive of proportionate common areas.
12. All statutory and non-statutory charges, taxes, GAC, GST and other levies as and when demanded or imposed by the concerned authorities shall be payable by the applicant(s) effectively from the date of booking as per demand raised by the company.
13. The Applicant(s) shall bear the responsibility of getting the financial assistance from the financial institutions/banks who have duly approved the project until then the Applicant(s) shall pay the installments itself and if financial institution/bank refuses to extend financial assistance that cannot be a ground to the applicant(s), for refusal or any excuse for non-payment of further installments/demand raised by the Builder.

**14.** Any applicant, having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (Form IPI 7 with the Central Office of the Reserve Bank of India) and any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory Authority/the company, the amount paid towards provisional registration and further consideration will be returned by the company as per applicable rules without any interest and the registration shall stand cancelled forthwith. The applicant agrees that the company will not be liable in any manner on such account.

**15.** The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the project for the raising loan from any bank / financial institution .However , such charge, if created , shall be got vacated before handing over possession of the Residential villa to the applicant .The company shall have the first lien and charge on the allotted residential Villa in project **“NIRVANA HOMES”** For all its dues/ unpaid demands and other sums payable by the applicant to the company .

**16.** The Applicant(s) undertake/s to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/shall be made applicable to the said Residential Housing/villa /Project.

**17.** All the detailed terms and conditions shall form the part of the builder buyer agreement which shall be executed & signed by the Applicant(s) as well as by the Builder at the appropriate stage of project and after receipt of minimum 25% of advance money toward allotment. To settle any confusion regarding any matter herein or anything bring not covered/clarified herein. It is agreed by the Applicant(s) that reference shall be made to the detailed terms of the builder buyer agreement, the terms whereof have been seen, read and understood/ accepted by the Applicant(s).

**18.** In case there are Joint applicants, all the communications including demand letters shall be sent by the company to the main applicant via courier/speed post or SMS or email whose name appears first at the details provided by the main applicant and communication via any of the medium shall for all the purposes be considered as served to all the applicants and no separate communication shall be made to the other applicant(s). It shall be the responsibility of the main applicant to update its latest phone number, corresponding address and email ID etc.

**19.** All questions, disputes and differences arising under or in relation to this registration shall be settled through arbitration, under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the company. The Applicant(s) hereby agree(s) that he/she/they shall not raise any objection to this appointment. The arbitration proceedings shall be held at an appropriate location at sole discretion of company at Ghaziabad.

**20.** The intending allottee shall pay proportionate charges for maintenance and upkeep of common areas and services of the project to the company/its nominated agency and this arrangement shall be carried out until the services handed over to a Body Corporate or Society or Association of the Buyers. The Company /Maintenance agency shall be entitled to withdraw from maintenance of the project with

**Company**

**Applicant (S)**

assigning any reasons. The intending allottee agrees and consents to this arrangement. The intending allottee shall sign separate maintenance agreement with Company/ Maintenance agency and will also make interest free security deposit for the timely payment of the maintenance charges and contribution to the Replacement & Sinking Fund as determined by the Company/Maintenance Agency.

**21.** The courts at Distt. Ghaziabad shall have the exclusive jurisdiction to adjudicate upon any matter concerning with or relating to this application.

I/we have now signed this application form after giving careful consideration to all facts, terms & conditions (read over to me in my local language also) and have paid the monies thereof, I/we hereby irrevocably accept and agree to abide by the aforesaid terms and conditions of the allotment.

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**(NAME OF APPLICANTS)**

**(SIGNATURE OF APPLICANTS)**

**Date:**

**Place: Ghaziabad**

**FOR COMPANY**

**Company**

**Applicant (S)**