



# 'Sukh Sagar Complex'

Residential & Commercial at Vasundhara, Ghaziabad (U.P.)

## APPLICATION FORM

To,

M/S MADHAV MUKUND PROMOTERS PVT. LTD  
FF-12A, Angel Mega Mall, Kaushambi, Ghaziabad, UP

PROJECT NAME- SUKH SAGAR COMPLEX  
COM 1/A, Sector-4B, Vasundhara, Ghaziabad (U.P.)

Dear Sir,

I/We remit herewith a sum of Rs. ....(Rupees .....only) by account payee Demand Draft / Cheque  
No.....Dated.....Drawn on .....Bank, as booking amount.

In the event of M/s MADHAV MUKUND PROMOTERS PVT. LTD. (hereinafter called the company) has intent to allot me the proposed unit. I/we agree and undertake to pay the sale consideration in a lump-sum as down payment/by way of installments as per agreed plan and all other dues and charges as stipulated in this application and the allotment letter and as per the payment plan explained to me/us by the company and clearly understood by me/us.

### MAIN APPLICANT

Name	:	_____	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; text-align: center; padding-top: 50px;">PHOTO</div>	
Father/Guardian	:	_____		
Date of Birth	:	_____		
PAN No.	:	_____		
Res. Address	:	_____		
Office Address	:	_____		
Telephone :-	Res.:	_____	Off.:	_____
	Mobile :	_____	Fax :	_____
	E-mail :	_____		

### CO-APPLICANT

Name	:	_____	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; text-align: center; padding-top: 50px;">PHOTO</div>	
Father/Guardian	:	_____		
Date of Birth	:	_____		
PAN No.	:	_____		
Res. Address	:	_____		
Office Address	:	_____		
Telephone :-	Res.:	_____	Off.:	_____
	Mobile :	_____	Fax :	_____
	E-mail :	_____		

### NOMINEE

Name:.....Relation with Allottee: .....D.O.B.: .....PAN No: .....  
Res. Address : ..... Mob. : ..... E-mail : .....



1. DETAILS OF FLATS / SHOP :

Flat /Shop No. .... Floor .....

Super Area .....

2. COSTING :

Sl. No.	Particulars	Amount (Rs.)
1	Basic Sale Price	
2	EDC/IDC	
3	Fire Fighting Charges	
4	Club Membership Charges	
5	Car Parking	
6	PLC, if any	
7	Additional if any	
	Total Cost	

3. PAYMENT PLAN .....

4. REMARKS : .....

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5. BOOKED BY / AUTHORISED BY

Name : .....

Address : .....

: .....

Phone : .....Signature .....Date .....

6. DECLARATION

I/We the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment 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. It is also further cleared to me that this is not an application for allotment letter.

7. SIGNATURES

Main Applicant ..... Signature .....

Co Applicant ..... Signature .....



TERM & CONDITION: FORMING PART OF THIS APPLICATION IN SUKH SAGER COMPLEX AMPL PROJECT AT SECTOR-4B, VASUNDHARA, GZB, UP. WHEREAS M/s Mādhav Mukund Promoters Pvt. Ltd. has clear and marketable title over the said plot, with registry and possession, as per legal search report/ non encumbrance certificate issued by the advocate.

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

Whereas all the terms & conditions of the sale deeds of the above complex executed in favour of the company shall also be applicable to the intending allottee(s).

1. The building plans of proposed Plot will be submitted/sanctioned to/by the Awas Vikas, The Complex will have apartment and Shop of different sizes and dimensions in various blocks therein.
2. That the intending allottee(s) has/have seen all the documents of title and other relevant papers/documents etc. Pertaining to the aforesaid Project and has/ have fully satisfied himself/themselves about the title and rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartment/shops on the said Project and also has right to allot different apartment/shops in the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions of builder as well as of the Government orders/Notifications/Awas Vikas policy for an integrated township in U. P. issued from time to time.
4. That having and except the particular Apartment/shop proposed to be allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of any other apartment/shop (except what has been allotted by an agreement to Intending Allottee(s)), whether allotted or not, unsold apartment/shop, open spaces, club area, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basement or tot-lots, space for public amenities, 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 has the right to lease/sale out the vacant apartment/shop or the complete block of the apartment/shops as a whole or in part or any other area of the said complex to one or more person(s)/company(ies)/institution(s) whosoever for short term or long term.
5. That as per the Layout Plan it is envisaged that the apartment/shop/rooms on all Floors shall be sold as an independent unit/apartment/shop with impartable and undivided share in the land area underneath the particular piece of plot on which the building/tower comprising the allottee's apartment/shop is constructed. The intending Allottee(s) shall not be permitted to construct anything 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/shops in the eventuality of such change in the F.A.R. The construction of further/additional apartment/shops etc., whether on terrace or in any other area/space in the project complex shall be the sole and exclusive property of the company/builder/developer. However, if as a result thereof, there is any change in the areas of the said Apartment/shop, the same shall be valid and binding on the intending allottee(s).
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.
7. 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, alterations/ modifications and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/Awas Vikas or any other Local Authority or Body having jurisdiction.
8. That the agreed sale consideration is for the total area of the said apartment/shop, as mentioned hereinabove, property known as "saleable Area" comprises the covered areas, areas under walls, 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/shop. However, it is admitted, acknowledged and so recorded between the parties that all other rights except what have been mentioned above including easement 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 or tot-lots, space for public amenities, facility area, or any other space will be the sole ownership of the Builder {except what has been allotted by an agreement to Intending Allottee(s)} who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
9. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
10. That if the allottee(s) make the payment towards the cost/installment of the apartment/shop by way of cheque and the cheque is dishonored for any reason whatsoever, it shall be treated as if the allottee(s) have defaulted in payment of the amount/committed a breach of the terms and conditions of payment and shall be subject to the applicable provisions of this agreement, besides being liable for such action as may be applicable under the law. All charges including Bank charges in concern to bouncing of the cheques will be born by allottee(s).
11. 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.
12. That the installments in respect of payment of apartment/shop 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/shop will be forfeited and balance amount, if any, will be refunded to the allottee without any interest.
13. That if for any reason the booking of the Apartment/shop is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of Apartment/shop will be forfeited and balance amount, if any, will be refunded by the builder without any interest.
14. That the schedule of installments 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.
15. That the drawings displayed in the Site Office/Registered Office of the Builder. Project showing the Building/Apartment/shop 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).
16. That the intending Allottee(s) has/have seen and accepted the proposed 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  $\pm 3\%$  in the saleable area of the Apartment/shop, there will be no extra change/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than  $\pm 3\%$  change in saleable area of the Apartment/shop, any time prior to and upon the possession of the Apartment/shop, 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/shop 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.
17. 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.
18. 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.
19. That a written intimation for completion of apartment/shop/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/shop after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of sub Lease/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 5 to 15 days for an individual Apartment/shop and the intending Allottee(s) may get these final installations done in his/her/their own presence, if desired so.
20. That the developer shall complete the development/ construction /Fit-out-period of the flat within 24 months from the date of execution of this Agreement/project being Bankable, which is later and with an extended period of 6 months thereof. In case of delay in construction of the said Flat attributable to delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. saleable/Leaseable area per month for the period of delay to the intending Allottee, provided however that the intending Allottee has made payment of all installment towards the sale consideration amount of the said Flat in time and without making any delay to the Developer.
21. 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 of whatsoever nature, whether by way of damage/compensation etc. 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.
22. That in case the intending allottee(s) fails to take possession of the apartment/shop even after delay of two months after the expiry of the "fit-out-period", it shall be assumed that the allottee(s) is not interested in the allotment/buying of the apartment/shop and his/her/their booking of apartment/shop shall be treated as cancelled without any further notice and the amount received from the allottee(s) shall be refunded by the builder, without any interest and after forfeiting the amount equivalent to 10% of the cost of the apartment/shop along with interest on delay payments and penalty on delayed possession till cancellation, as per company's terms and conditions.
23. That any request for any change in construction of any type in the apartment/shop from the intending Allottee(s) will not be entertained
24. That after taking possession of Apartment/shop the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment/shop or any other ground whatsoever.
25. Allottee/s guarantee the builder that after purchased the unit will not be used as liquor shop / raw meat shop or any illegal activities which might create nuisance for the residents. Builder has full right to cancel the allotment without any notice if doubtful about the same.



26. That All taxes such as House Tax, Water Tax, Sewerage Tax, Service Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or last date of fit out period or deemed date of possession declared by the Builder, whichever is earlier.
27. The property is escalation free subject to terms and condition mentioned in the agreement.
28. That the intending Allottee(s) has/have to pay monthly Maintenance Charges as decided by the builder at the time of offer of possession to the Maintenance Body of the project as nominated by the Builder.
29. For electricity meter connection (EMC) Rs. 35000/- will be charge at the time of possession.
30. 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.
31. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment/shop owner/association of the Apartment/shop owners.
32. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/shop/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Apartment/shop or any other Apartment/shop.
33. That it is clearly explained, understood and agreed by the intending allottee(s) that if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the company/builder the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the builder, and the builder will be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the intending allottee(s), without any interest thereon.
34. It is hereby agreed, understood and declared by and between the parties that a Registry shall be executed and registered in favour of the intending allottee(s) after the apartment/shop has been finally constructed at the site; and further only after the payment of total sale consideration, and other charges/dues etc. as agreed herein by the intending allottee(s) to the builder. The other connected expenses i.e. cost of Stamp duty for registration of the Sub Lease/Sale deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal charges / fee etc. 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 and valuation/under valuation of the apartment/shop for the purposes of stamp duty/any penalty in respect thereof. The intending allottee(s) shall also be liable and responsible for payment of all taxes/charges/penalties etc. whatsoever, as applicable, (including service tax) and as may be applicable at any time in the future in respect of this transaction.
35. That the intending Allottee(s) shall abide by all laws, rules and regulations of Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment/shop shall be used for the purpose for which it is allotted.
36. That the intending Allottee(s) is aware that various apartment/shop are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment/shop for residential purpose and shall not use the aforesaid apartment/shop for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartment/shops in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
37. That the Apartment/shop shall be used for activities as are permissible under the Law. And builder reserves the right to give full property on lease to any company and the revenue along with other terms and conditions for the allottee(s) for their apartment/shop to be decided by the builder at the time of possession.
38. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom/any other portion of the other Apartment/shop caused due to his negligence or willful 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 willful act.
39. That the contents of each Apartment/shop 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/shop 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 society collectively if so formed for the maintenance of building.
40. That the delay of more than 7 days in the installments of the demand raised as mentioned in the allotment letter/form shall be charged interest/penalty at the rate of eighteen percent yearly on the balance payment. If the payment is not made even at the time of issuance of letter of possession the allotment will be automatically treated as cancelled.
41. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment/shop without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell the apartment/shop after taking possession of the apartment/shop.
42. All existing lifts, corridors, passages, club, parks, underground & overhead water tanks, fire fighting equipment with motors, motor room, Security gates with intercom, lift rooms, terrace, Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, tot-lots, space for public amenities, shopping centers or any other space will remain the property of the Builder.
43. That Builder shall get single point electric connection for the complex from the Electricity Board 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 and fit outs for the capacity by paying nominal charges on per KV basis, as decided by the builder at the time of offer of possession. Power back-up charges as per the requirement of particular apartment/shop as decided by the builder to be paid at the time of possession.
44. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges as decided by the builder will be deducted through prepaid electric meter system.
45. That the intending Allottee(s) can also avail additional power back-up facility on chargeable basis at the time of offer for possession. The intending Allottee(s) may kindly ensure to have given consent in writing at the time of possession as no request for power back up shall not 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 by the builder at the time of offer for possession.
46. Further, 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 /Awaz Vikas /Statutory or other local authority(s), the said demand though issued on the builder, shall be the liability and responsibility of the intending allottee(s)/buyers of the apartment/shops only who shall pay/reimburse the said demand immediately to the builder on intimation, in his/her/their proportionate share which includes only apartment/shops [in proportion as attributable to the allottee(s)/owner(s)].
47. 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/shop in the said Project/Complex. However, the Sub Lease/Sale Deed in respect of Apartment/shop in favor of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
48. That until a sub lease/sale deed is executed & registered, the Builder shall continue to be the owner of the Apartment/shop and also the construction there on and this allotment shall not give to 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/shop 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/shop 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/shop by the execution of sub lease/sale deed.
49. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment/shop, as the case may be or at 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/shop sold to the intending Allottee(s).
50. 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 A/D letter/ personal delivery about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will 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 other consequences that might occur there from.
51. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment/shop, the same shall be referred to the sole arbitration of a 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 will be final and binding on all parties. The arbitration proceedings shall always be held in the district of Ghaziabad / Gautam Bhudh Nagar, (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.
52. In case of NRI/Foreign Nationals of Indian Origin allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing shall be responsibility of the allottee(s), including seeking prior permission of RBI/any other government agency, as may be applicable. In case, the permission for acquisition of the apartment/shop is not granted to the allottee(s), the amount received by the company will be refunded in full to the allottee(s) without any interest, and the allotment shall stand cancelled.
53. That the allottee(s)/apartment/shop owners may undertake minor internal alterations in his/ her/their unit only with the prior written approval of the company. The allottee(s) shall not be allowed to effect any changes/alterations as may cause/is likely to cause damage the structure (column, beams, slabs etc.) of the block/or the unit or to any part of adjacent units; changes that may affect the façade or common areas or the elevation of the building or as cause encroachment on the common spaces in the building.
54. That the transfer of the rights of the allottee(s) for the apartment/shop will be at the discretion of the builder and would require prior written approval of the builder and also subject to payment of such fee/administrative charges as prescribed by the builder from time to time.
55. Cupboards shown in drawings can be provided at extra cost, if demanded.

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

Signature of the applicant(s)