

Permanent Address :
(This address will be used for the agreement)

PAN Card No.

Nationality : Indian / PIO / Others. If PIO or Others, specify

Name of POA Holder (if any)

If Indian, specify status: ☐ Resident ☐ NRI

Signature(s): 1. 2. 3.
(Sole/First Applicant) (Second Applicant) (Third Applicant)

Place:

Date:

TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT

A. BOOKING & ALLOTMENT

1. For allotment of a Residential Unit, the applicant has to submit his / her application on the prescribed form indicating the location, Size & type of Unit required. The application is to be accompanied with the Booking Amount, as per the Payment plan, by Cash *or* an account payee Cheque or Demand Draft favouring **"GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED"(GIDCO)** payable at Agra.
2. In case the application is made by Corporate Body, Firm, Trust etc or through an Attorney, the same should be accompanied with the certified copy of the Memorandum and Articles of Association /Partnership Deed/Trust Deed /Resolution /Authority or Power of Attorney /Bye-laws, as the case may be.

B. PAYMENTS

3. In addition to the Basic Sales Price, the Allottee shall also pay the Preferential Location Charges(if applicable), Maintenance Security, Service Tax, VAT & Stamp Duty and Registration Charges as per the Payment Plan.
4. The timely payment of installments as indicated in the Payment Plan is the essence of the Scheme. If any installment is not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However if the same remains in arrears for more than two consecutive installments as per the Payment Plan, the allotment will automatically stand cancelled without any further intimation to the allottee and the allottee will have no lien on the Unit. In such case, the amount deposited upto 10% of the Basic Price of the Unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding two installments by charging interest @ 18% per annum and restore the allotment in case it has not *been* allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.

5. In Case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, at the sole discretion of the Company. Though, in such case, 10% of the Basic Price of the Unit constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest.
6. In case the allottee wants to avail of a Loan Facility from his Employer or Financial Institutions/Banks to 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 Allottee only.
 - b. The responsibility of getting the Loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per Payment Plan, shall be ensured by the allottee, failing which, the allottee shall be governed by the provision contained in Clause 5 as above.

C. CONSTRUCTION / COMPLETION OF UNITS

7. The specifications for the units are shown in the Brochure. Any additional better specifications for individual Unit requested for, by the Allottee well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company.
8. The Company may on its own provide additional/ better specifications and or facilities other than those mentioned in the Specification sheet or Sale Brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex /individual Unit. The proportionate cost of such changes will be borne by the allottee.
9. The completion of the Unit will be done as per the completion date, subject to receiving the entire price and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of Payment Plan, a suitable discount may be allowed but the completion schedule shall remain unaffected.
10. The Drawings shown in the Brochure are subject to changes by the Architect/Company before or during the course of construction, without any objection or claim from the allottee. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, sanitary work, Joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geyser, etc.). The Unit shall, in particular, comprise of specifications as mentioned in the Brochure.
 - a. Expenditure on the provision of common Satellite TV system including cabling, piped gas system or any other common facility provided by the Company shall be proportionately borne by the allottees.
 - b. If common generator lines or any other power back-up system is provided within the Residential Units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up systems to the units shall be proportionately borne by the allottee over and above the general maintenance charges.

D. MAINTENANCE

11. The maintenance, upkeep, repairs, security, landscaping and other common services etc of the project shall be managed by the company or their nominees. The applicant(s) allottee(s) of the unit shall pay as when demanded, the maintenance charges including interest free maintenance security deposit (IFMS). Monthly Maintenance Charges (MMC) for maintaining and upkeeping the said project and the various services therein as may be determined by the company or the maintenance

agency or the nominees appointed by the company for this purpose. Any delay in the payment will render the applicant(s) liable to pay interest @ 24% per annum. Non payment of any charges in the time specified shall also disentitle the applicant(s) allottee(s) which may even lead to cancelation of ownership of the allottee(s) over the unit allotted to him/her.

12. Referring to clause 11 Interest Free Maintenance Security (IFMS) is the amount charged by the company / or their nominees as contingent fund so as to safeguard any sort of unseen/unpredicted expense for the maintenance/repairs of the complex. The accumulated fund will act as suspense account for the maintenance of the complex.
13. Referring to clause 11 Monthly Maintenance Charges (MMC) will be charged by the company/or their nominees on monthly basis. These charges refer to recurring payments of the said project GANPATI SMART CITY.
14. The company/or their nominees shall be entitled to charge all such maintenance charges as referred in clause 11 from the allottee(s) who have not taken the possession of the unit allotted to them but the certificate of possession has been issued to them by the company.
15. The In house Maintenance services plumber on call, Electrician on call are the services for repairs and maintenance of common areas whereas any allottee(s) avails this service privately in his unit, then it shall be a paid service.

E. TERMS OF DEVELOPMENT AUTHORITY / ADA

16. All taxes or charges, fresh or revised, present or future, on land or building levied by any authority, from the date of booking shall be borne and paid by the allottee.
17. The Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, Sewer, storm water drains, Roads, electricity outside the complex to be connected to the internal services are to be provided by DEVELOPMENT AUTHORITY / ADA.

F. POSSESSION

19. The Sale Deed of the Unit shall be executed in favours of the allottee by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee.
20. All charges, expenses, Stamp Duty, Registration Fees etc toward Sale Deed, including documentation will be borne by the allottee. If the Company incurs any expenditure towards the Registration of the unit, same will be reimbursed by the allottee to the Company. In case the stamp Duty or other charges payable by the allottee to the authorities at the time of registration, is discounted due to the reason of prior payment of some / all charges by the Company, such discount availed by the allottee shall be reimbursed to the Company prior to Registration.
21. The physical possession of the Unit will be given within a period of 24 months (Plus Minus 6 months) from the date of launching of the project. However, in the event of delay of the project, the company shall be liable to pay penalty charges of Rs. 5/- per SqFt. Per month to the allottee.
22. In the event of delay of the project, the penalty charges will be calculated on the basis of delay in the time period of delivery of the project. In case if the installments of the payment of the Residential Unit is not received by the allottee according to the scheduled time period mentioned in the construction link payment plan, then, the time period of delay will be granted as an extension in the delivery period of the project and the penalty charges shall be calculated accordingly.
23. The allottee shall get exclusive possession and title of the proportionate share of the land and of the built up area of his Unit through a Sale Deed. The allottee shall have no right, interest or title in the remaining part of the complex such as club, Parking, Park etc except the right of ingress and egress in the common approach roads. These and the Land for other common facilities shall remain the property of the Company. The right of usage of Complex Facilities is subject to observance by allottee of Covenants herein and up to date payments of all dues, and the allottee abiding by all the terms and conditions for uses of common, areas as may be stipulated by Company or the maintenance agency, as may be informed by the Company.

24. The sizes given in plan are tentative and can be modified due to technical and other reasons e.g. change in position or design of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustments arising out of area variations.
25. In case a particular Unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee for any reason beyond its control, the Company shall offer an alternate unit of the same type and in the event of non-acceptability by the allottee or non-availability of alternate Unit, the Company shall be responsible to refund only the actual amount received from the allottee till then and will not be liable to pay any damage or interest to the allottee whatsoever. In case any preferentially located Unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further to that, the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee.
26. The allottee after taking possession of the Unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out for non-compliance of any design, specifications, building materials or any other reason whatsoever.

G. GENERAL TERMS AND CONDITIONS

27. The address of the allottee given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demands, letters etc posted at the given address shall be deemed to have been received by the allottee.
28. Allottee may undertake internal alterations/expansions in his Unit, if so permissible under Law, only under intimation to the Company. The allottee shall not be allowed to effect, any of the following changes alterations :
- Changes which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent Units. In case damage is caused to an adjacent Unit or common area the allottee will get the same repaired
 - Changes that may affect the facade of the Unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of the balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - Making encroachments on the common spaces in the complex.
29. The allottee shall not use or allow to be used, the Unit for any non-residential purpose or any activity that may cause any nuisance to other allottees in the complex.
30. In case of transfer of allotment of Unit, a Transfer Fee as @5% of Total sale value will be charge by the Company & shall be payable by the allottee to the Company.
31. The development of the premises is subject to force major clause, which includes delay for any reason beyond the control of the Company, like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession of any notice, order, rule, Notification of the Government/ Court of Law: /Public/ Competent Authority Or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the Specification Sheet, the Company will be entitled to use alternative /substitute materials without any claim from the allottee..

32. In case of NRI Person of Indian Origin Resident Abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing from time to time, shall be the responsibility of the allottee
33. The amounts paid by the allottee to the Company to the extent of 10% of the Basic Price of the Unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
34. The allottee has fully satisfied himself/ herself about the interest of the Company in the said land on which the Unit is being constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or objection by the allottee in this respect.
35. The allottee agrees and undertakes that he shall, on taking possession of the Unit or before, have no right to object to the company constructing or continuing to construct other buildings adjoining the said Residential Unit. The allottee agrees that in case at any stage further construction in the Complex/ Adjacent Unit without any objection or claim from the allottee.
36. All charges payable to various departments for obtaining service connections to the Residential Unit like electricity, telephone, water etc. including security deposits for sanction and release of such connection as well as informal charges pertaining thereto, will be payable by the allottee.
37. In case of joint application, the Company may, at its discretion, without any claim from any person, deem correspondence with any one of the joint allottees sufficient for its record.
38. For all intents and purposes, I, singular includes Plural and masculine includes feminine.
39. In case of any dispute between the co-allottee, the decision from a Competent Court having its jurisdiction shall be honored by the Company.
40. The Courts at Agra alone shall have jurisdiction for adjudication of all matters arising out or in connection with this Agreement.
41. Investor or Allotment Advice/ Letter holder will have NO RIGHT OF ANY TYPE WHATSOEVER TYPE IT MAY BE till the Complete balance Payment of Allotment Advice/Letter of the aforesaid allotted Unit is PAID to GANPATI INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (GIDCO).

Declaration:

I/ We the undersigned applicant (Sole/First and Second Applicant), do hereby declare that the above mentioned particulars/ information given by me/us are Irrevocable, true and correct to my/our knowledge and no material fact has been concealed there from. I/We have gone through the terms and conditions written in this application and accept the same and which shall ipso-facto be applicable to my/our legal heirs and successors. I/ We declare that in case of non-allotment of the flat, my/our claim shall be limited only to the extent of amount paid by me/us in relation to this application form.

Signature(s): 1. 2. 3.
(Sole/First Applicant) (Second Applicant) (Third Applicant)

Place:

Date:

FOR OFFICE USE ONLY			
Unit preference :	SBA (Sft)	Rate per Sft. Rs.	Total Cost Rs.
BSP Rs.	Other Charges Rs.	Discount Rs.	
Are you an existing Ganpati Customer : <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> Yes <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> No			
Booking amount paid: Rs. Cheque / DD No. Dt.			
Bank drawn on :			
Application: <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> Accepted <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> Rejected			
Source: <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> Direct <input style="width: 40px; height: 20px; margin: 0 5px;" type="checkbox"/> Dealer			
If Dealer, then please specify with Dealer's Name & Seal			
Amount received at the time of booking with Receipt No. Dated			
By Draft/Cheque No. Dated of Rs.			
Drawn on			
..... Sales Advisor	 Authorized Signatory For GANPATI INFRASTRUCTURE DEVELOPMENT CO. LTD.	

BANK DETAILS IF NRI / PIO / FOREIGN NATIONALS	
Name of the Bank :
Address of the Bank :
Account Number :
Passport Details :	No. Valid upto
<div style="border: 1px solid black; padding: 5px; display: inline-block;">NON TRANSFERABLE</div>	



First Copy

Type:	Unit No :	Floor :	Date :																				
RSP Rs	Other Charges Rs.	Discount Rs.																					
Total Cost Rs.																							
Name : Mr./ Dr./ Ms./ Mrs. :	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																						
Date of Birth :																							
Father's / Husband's Name :																							
Profession.....																							
Designation.....																							
Company Name/Firm Name.....																							
Present Office Address :																							
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Address for Correspondence :																							
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Pin Code :	E mail :																						
Tel :	Mobile :																						
Permanent Address :																							
<i>(This address will be used for the agreement)</i>																							
Received Rupees in words																							
Cash/Cheque/RTGS/Draft No	Date																						
Bank Name																							
<div style="border: 1px solid black; width: 100px; height: 50px; display: flex; align-items: center; justify-content: center;"> </div>		For GANPATI INFRASTRUCTURE DEVELOPMENT CO. LTD.																					
Name & Seal of Dealer (if any)		<div style="display: flex; justify-content: space-between;"> <div>Sig. of Applicant</div> <div>Authorised Signatory</div> </div>																					



Second Copy

For GANPATI INFRASTRUCTURE DEVELOPMENT CO. LTD.

Authorized Signatory



Third Copy

For GANPATI INFRASTRUCTURE DEVELOPMENT CO. LTD.

Authorised Signatory