

Apartment No.:

Block:.....



Application Booklet



GAUR
CASCADES
Rajnagar Extn., NH-58



Application Form for Booking of Residential Apartment in GAUR CASCADES Project

To,
M/S GAURSONS INDIA LTD.
Corporate Office at **GAUR BIZ PARK, Plot no.1,**
Abhay Khand-II, Indirapuram, Ghaziabad.
Pin Code-201014.

Application No.
Apartment No.
Floor :
Block :

Dear Sir,

I/We request to Book a Residential Apartment in **GAUR CASCADES** Project at Rajnagar Extension, Ghaziabad under

Down Payment Plan Flexi Payment Plan Installment Payment Plan

I/We remit herewith a sum of Rs. (Rupees
.....only) by Bank Draft/Cheque No. dated
drawn on as booking amount.

In the event of M/s **Gaursons India Ltd.** (hereinafter called the "**Company**") to book an apartment, the applicant(s) agree to pay further installment of sale price and all other dues as stipulated in this application form and the Payment Plan explained by the company and understood by applicant(s).

The applicant(s) have clearly understood that this application does not constitutes an Agreement to Sell and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company have issued a receipt in acknowledgment of the money tendered with this application. It is only after the sign and execution of the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions lay down therein, that allotment shall become final and binding.

The Applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. I have also relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment. The applicant(s) has not relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said apartment. This application is complete and self-contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

The applicant(s) do agree to abide by all the terms and conditions including relating to payment of sale consideration and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter.

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

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.

S/W/D of

Date of Birth Profession/Service Nationality

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

Income Tax Permanent Account No.

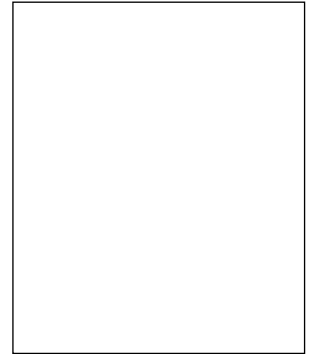
Mailing Address
.....

Signature of Applicant(s).....

Telephone Nos. Mobile No. Fax No.
 E-mail ID
 Designation, Office Name & Address

2. SECOND APPLICANT

Mr./Mrs./Ms.
 S/W/D of
 Nationality
 Date of Birth Profession/Service
 Residential Status : Resident Non-Resident Foreign National of India Origin
 Income Tax Permanent Account No.
 Mailing Address



Telephone Nos. Mobile No. Fax No.
 E-mail ID
 Designation, Office Name & Address

Relation with first applicant

3. M/s _____ a partnership firm
 duly registered under the Indian Partnership Act 1932, through its partner authorized vide letter dated _____
 Shri/Smt. _____ S/o/W/o _____
 PAN: _____ Registration No. _____
 Telephone Nos. _____ Fax Nos. _____
 Email ID _____

4. M/s _____ a Company registered under
 the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at
 _____ through its duly
 authorized signatory Shri/Smt. _____ authorized by Board resolution dated
 _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association
 required). PAN: _____
 Telephone Nos. _____ Fax Nos. _____
 Email ID _____

Signature of Applicant(s).....

5. DETAILS OF APARTMENT

Apartment No..... on Floor, Block Type of Aptment

Super Built-up Area* sq.ft. (.....sq.mtr.)

Poly Line area i.e. RCC slab area of the apartment sq.ft.(.....sq.mtr.)

Common Area with the apartment sq.ft.(.....sq.mtr.)

Terrace area..... sq.ft.(.....sq. mtr.)

Ground space/Lawn area..... sq.ft..... (sq.mtrs.....) as per specifications attached herewith, in the proposed Group Housing Project known as '**GAUR CASCADES**' situated at **RAJNAGAR EXTENSION, GHAZIABAD.**

- **Remarks for the Ground Space/Terrace Area**
- **1 SQ.MTR = 10.764 SQ.FT.**

*The Super Built up area comprises of the Built-up area i.e. poly line (P. line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, munties, garbage room etc.) and the proportionate common area of the project which includes Indoor sports rooms, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas.

The following are not included in the Super Built-Up Area:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, common landscape area , common open to sky terraces, and any void etc.

6. Cost of apartment

- Down Payment Plan Rs. (In words) Rs.
- Flexi Payment Plan Rs..... (In words) Rs.
- Installment Payment Plan Rs..... (In words) Rs.

7. PAYMENT PLAN : ★ ★

Down Payment Plan Flexi Payment Plan Installment Payment Plan

Down payment Plan/Flexi Payment plan is valid upto after this date the cost of the apartment shall be charged as per the installment payment plan i.e. cost of the Apartment after Dated will be Rupees

Note : Payments to be made by A/c Payee Cheque(s) Demand Draft(s) in favour of "Gaursons India Ltd."

- 8. I/We require electrical connection ofKVA (minimum 5 KVA for 2 BHK & 2 BHK +Study Room and 7 KVA for 3 & 4 BHK). I/We are ready to pay additional load charges Rs. at the time of offer for possession.
- 9. I/We require power back-up ofKVA (minimum 2 KVA for 2 BHK and 3 KVA for 3 & 4 BHK). I/We are ready to pay additional load charges Rs. at the time of offer for possession. 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 depending upon prevailing price of fuel.
- **Charges for 5 KVA / 7 KVA electrical connection and 2 KVA / 3 KVA power back-up connection are included in the cost of Apartment, thereafter on demand of additional load Rs. 7500/- (Rupees Seven Thousand Five Hundred only) per KVA + Service Tax for electrical load and Rs. 20000/- (Rupees Twenty Thousand Only) per KVA + Service Tax for power backup shall be applicable. All the terms & conditions of agreement for electricity& power back-up shall be also applicable and binding.**

10. PARKING TYPE: Basement Big Basement
Parking Space No. With Details.....

11. Service Tax will be applicable on

- (a) Basic Cost @ **Rs. 3.09%**.....
- (b) Other charges @ **Rs. 12.36%**.....

Signature of Applicant(s).....

12. **Final Cost Rs.....** (in words.....)
13. **IFMS (Interest Free Maintenance Security) @ Rs. 25/- per sq. ft. for** sq. ft. area i.e. Rs/.....
(In words.....)
14. **Monthly Maintenance Charges @ Rs. 2/- per sq. ft. for** sq. ft. area i.e. Rs/.....
(in words.....)
15. **Any Other Remark**

16. DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to Me/us that this application form is not an allotment and does not constitute any right in the said apartment. I/We shall be considered as intending allottee(s) only.

DATE:

Yours faithfully

PLACE :

Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER:

NameSignature.....Date.....

ACCEPTED /REJECTED

1. Type of Apartment, Apartment No., Floor
2. Parking Type: Basement Big Basement
Parking Space No. With Details
3. Payment Plan: Down Payment Plan Flexi Payment Plan Installment Payment Plan
Total Amount Payable for the apartment Rs.
4. Payment received vides Cheque /DD/Pay order No. Dated..... Drawn on.....
for Rs..... (Rupees.....)
5. Provisional Booking Receipt No..... Dated.....
6. BOOKING: DIRECT THROUGH SALES ORGANISER
7. Sale Organizer's Name & Address, Stamp with Signature:
8. Any Other Remarks:

9. CHECK LIST FOR RECEIVING OFFICER :

- (a) Booking Amount cheques/drafts
- (b) Customer's signature on all pages of the application form
- (c) Photographs of the applicant(s)
- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60
- (e) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (f) For partnership firms : photocopy of Firm Registration and partnership deed
- (g) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNRA/c
- (h) For NRI: Copy of Passport & Payment through NRE/NRO A/c
- (i) For Hindu Undivided Family (HUF): Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF.

Sales Organizer/Dealer

Sales Head(Project)

V.P. Sales

Director Sales

E.R.P. No.

Signature

Signature

Signature

Signature

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms.

Applicant:- means Person (s)/ Firm/Company applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form in case of more than one applicant the other will be considered as **co-applicant**, prior to execute the allotment letter they will be considered as **Intending Allottee(s)**.

Application (Booking Application):- A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company.

Allotment Letter: - Confirmation of booking of apartment by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s):- Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment: - The dwelling unit /flat in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, details of which has been set out in the Application

Area:-

- a. **Area of land: -** Total Area of land over which the project is going to be constructed.
- b. **Super Built-up Area: -** The constructed areas of the project comprising of poly line area of the Allottees(s) and other constructed areas of common use.
- c. **Poly Line Area: -** All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace.
- d. **Common Area and Facilities:-** Means all facilities to be used by all the allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, munties, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house ,sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
- e. **Independent Area:-** The Areas which are not included as common areas for common use of Allottees(s) and may be sold by the company/promoter without the interference of other apartment owners.
- f. **Limited Common Area and Facilities:-** Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

Basic Cost of Apartment: - The consideration amount for sale of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Company:- That is M/S GAURSONS INDIA LIMITED a company registered under the companies act 1956 having its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-2, Indirapuram, Ghaziabad U.P.

Complex:- The entire project having apartments of different types and dimensions in various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

Signature of Applicant(s).....

CREDAI: - Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartments buyers and developers. It also have a cross check over the developers according to its code of conduct.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, **court order** or direction from any governmental authority that prevents or restricts the party/company from complying with any or **all** the terms and conditions as agreed in this Booking Application, or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.

Layout and Plans:- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans: - These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges:- Means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the Said Complex/Said Building as per maintenance agreement to the Company or to the Maintenance Agency at prescribed rates on the super built-up area of the Said Apartment.

Project:- Means GAUR CASCADES situated at RAJ NAGAR EXTENSION, Ghaziabad.

RWA:- Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the association registered immediately after handing over 50% apartments to the owners.

Taxes:- Shall mean present and future taxes and levies / notified by the authorities, Central Govt. / State Governments and recoverable from apartments owners.

TERMS AND CONDITIONS forming the part of application form for booking of residential apartment in GAUR CASCADES situated at RAJNAGAR EXTENSION, Ghaziabad.

1. That the building plans of proposed Group Housing has been duly submitted/ sanctioned by the Ghaziabad Development Authority (GDA). The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parkings and spaces for public amenities. etc.
2. That the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The company have the right of bifurcation/division/partition or amalgamation of the apartments in the said Project and also have the right to allot them in the said complex. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not have beams & columns, so the actual construction shall not be compared with that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.

Note :The request for any change in construction/specification of any type in the apartment will not be entertained.

3. That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with importable and undivided shares in the land area underneath the Plot.
4. That the intending allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GDA or any other local authority or body having jurisdiction. As per the prevailing Building Byelaws of the GDA the F.A.R.(Floor Area Ratio) of the said project is 2.5 of the Plot area which comprises of fixed nos. of the dwelling units in proportionate to the population density, thereafter 1.25 F.A.R. is purchasable and a compensatory F.A.R.for road etc. is also applicable, further 10% of the total F.A.R. is compoundable, accordingly the nos. of dwelling units may be increased. Also that in the eventuality of change in F.A.R. the company shall have the right to explore the terrace to achieve the enhanced F.A.R. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this application and terms & conditions it shall be presumed that the applicant(s) has/have given his all time consent for the all stated above.
5. That the sale consideration is for the total area of the said apartment, as mentioned herein properly known as "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, un-allotted parking places, spaces for commercial and recreational facilities, convenient shopping spaces, school, spaces for public amenities etc. or any other spaces which does not falls under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on un-plastered brick wall to brick wall bases. The Company can sale out the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
6. The apartments bearing No.2 to 8 in Block A, 10 to 17 in block B, 19 to 25 in Block C, 27 to 33 in Block D, 35 to 41 in Block E, 43 to 49 in block F, 51 to 57 in Block G, 59 to 65 in Block H and 67 to 73 in Block I at ground floor are having extra area total admeasuring 37435sq.ft. apart from the Super Built-up Area of the project, which is for the exclusive use of these flats only, this is an independent area of the project with said apartment(s) and the said area shall also be computed in addition to the share in land of the project with the said apartment(s). The details of these said apartment(s) has also given in the sanctioned layout plans.
7. That the company has deposited the development charges with the GDA for all amenities like Road, Electricity, Sewer and water supply line, same shall be provided up to the boundary of said project by the GDA/Authority Concerned. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project, the delay in providing the above said facility on the part of the GDA/ Authority Concerned shall not be considered as the delay on part of the company.
8. That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of allotment. The set of all these documents will be sent to the intended allottee(s) either in a printed format or through email, if the intending allottee(s) don't agreed with any of the terms and conditions or the content therein, the intending allottee(s) can take the refund of amount deposited without any interest after cancelling the booking.

Signature of Applicant(s).....

9. That the intending allottee(s) after depositing 10% amount of the cost of apartment within thirty days from the date of this application have to execute the Allotment Letter on the company's standard format there after the intending allottee(s) shall be treated/ referred as allottee(s). In case the intending allottee (s) fails to execute the allotment within 30 days of booking, inspite of he/they has/have deposited the 10% amount , the said booking shall be cancelled and the entire deposited amount will be refunded without any interest. The schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s). In case any change/ alteration or reissuance of allotment letter is required and requested by the allottee(s) or bank/financial institution. It shall attract a fee of Rs-10000/- as administrative charges and shall be payable by the allottee(s).
10. That the down payment plan/flexi payment plan will be valid up to the date mentioned in the booking application form, after the expiry of said date the installment payment plan shall be applicable and the cost of apartment shall be as per the installment payment plan.
11. That the schedule of payment/installment has duly explained to the intending allottee(s) and will also to be mentioned in the allotment letter, the payment on time shall be the responsibility of the intending allottee(s). any separate demand letter for the installment falling due has not require to send by the company and that shall not be claimed as a right by the intending allottee(s) or a duty/obligations towards the company.
12. That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
13. That the applicant & co-applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the applicant(s) booking will continue only after providing consent in writing by both/all of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 5 % of the basic cost of the apartment. For the refund in a above said cases as stated above, consent of both/all applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant(s)/allottee(s)
14. That the installments in respect of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of due installment first of all shall be adjusted towards the due interest if any thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s) , the allotment will be canceled and 5% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more then fifteen days then there will be no grace period and interest @ 12% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 12% per annum whichever is higher.
15. That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting ± 3 % change in the built up area of the apartment there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than ± 3 % in Super Built Up Area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee(s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't gives consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee(s) without any deduction and with interest @ 12 % per annum. No other claim of the allottee(s) shall be considered in this regard.
 - It shall always be clear that any alteration / modification resulting in more than ± 3 % change then the demand or refund shall be applicable for the entire area eg, for ± 4 % change the demand or refund shall be applicable for the total 4 % area.
16. That if for any reason Whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refund, in full, without any interest.

17. That the construction of the project is likely to be completed as early as possible, the following factors can affect the constructions i.e. regular and timely payments by the allottee(s), availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reason or any others reasons beyond the control of the company.
18. That the project is comprising of many Blocks, as soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that Block(s), the company after applying for the completion certificate of particular Block(s) to the Authority concerned will offer the possession of the apartment in that Block to the allottee(s), the construction of remaining Blocks will be on going it can take further time till to the completion, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part may also be applied for particular Block(s), after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
19. That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse to take the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
20. That a written intimation for completion of apartment will be sent to the 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 allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final coating of paint etc. will be done during said Fit-Out- Period and after the registration of sale deed of the apartment only. The final touch will take 20 to 30 days for an individual apartment and the allottee(s) may get these final installations done in his/her/their own presence, if desired so.
21. The final touch to the apartment shall be given after the registration of sale deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The Apartment owner(s) have to take over the keys back after completing the job of final touch on the date which was confirmed to the owner(s). In case the owner(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the Apartment owner(s) even then the keys of the apartment were not taken back.
22. That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remains left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance with the date given in the letter 'offer for possession'.
23. That if there is delay in handing over possession of apartment after expiry of "Fit Out Period" due to any others reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month in respect of the super builtup area of the apartment for the delayed period (commencing from the date of expiry of "Fit Out Period" only, provided that all due installments from the concerned allottee(s) were received in time including grace period. Vice-versa the penalty of Rs. 5/-per sq. ft. on delay in taking the possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) dose not proceeds with the requisite compliance as per the letter " Offer For Possession". The said penalty shall commence from the date of expiry of Fit- out period, this holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the allotment letter shall be entitled and entertained. Further in case of Bank loan the due amount will refunded to the bank and balance amount will be refunded to the apartment owner.
24. That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
25. It is hereby agreed understood and declared that the Sale Deed/Registry of the apartment shall be executed and registered in favour of allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sale Deed/ Registry, registration

charges,/fees, miscellaneous expenses and Advocate's legal fees/charges shall be borne and paid by the allottee(s). At present the stamp duty is 7% of the valuation as per circle rate list or the consideration amount whichever is higher + registration fee of Rs. 10100/- (The registration fees Rs. 10100/- for each share will be applicable if there are more share disclosed in the property, the stamp duty and registration fees will be applicable as per the prevailing charges of the Govt. + Advocate fees (Rs. 5000) + Miscellaneous Expenses. The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon imposed by the government/competent authority over allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

26. That until a Sale Deed is executed and registered, the company shall continue to be owner of the apartment and also the construction thereon and the allotment shall not give any right or title or interest therein to the allottee(s) even though all payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) but on the other hand company is constructing the complex as its own as a promoter and sale will be affected after the actual construction of the apartment by way of an executed Sale Deed. The Company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the allottee(s) to the company.
27. That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground what soever.
28. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
29. That the allottee(s) after possession shall comply with all the mandatory requirements and compliance as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottees(s) shall abide by all laws, rules and regulations of the GDA/local authority/State Gov./ Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment.
30. That the car parking will be available inside the complex, as per the type opted by the allottee(s) in the Application booklet .The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the allottee(s). One car parking, either Basement or Basement Big Parking Slot, is mandatory. No car/ vehicle are allowed inside the complex except those who have reserved the car parking space. The company has also reserved its rights to allot the un-allotted parking spaces, in future, after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. The 10% of the total nos. of parking spaces of the project shall be reserved for visitor parking spaces and these parking spaces shall be provided in the set-backs of the project.
31. That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc .
32. That single point electric connection will be taken for the complex from the PaschimanchalVidyutVitrana Nigam Limited and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.
33. That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing, at the time of application as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.

34. That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the banks / financial institutions after mortgaging the land/apartment of the said complex. However, the sale deed in respect of said apartment in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
35. That if there is any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same.

36. That the monthly maintenance charges as mentioned above upon the Super Built-up area sold to the allottee(s) shall be charged and an Interest Free Maintenance Security deposit as mentioned above for the said area shall be deposited by the allottee(s). The maintenance of the said project will be carried out by the company or its nominee. After providing fifty per cent (50 %) possessions of the total nos. of the apartments of the project an Association of the owners (RWA) shall be formed. The above said Interest Free Maintenance Security deposit will be transferred to the RWA at the time of handing over the maintenance of the said project to the RWA.
37. That the monthly Maintenance charges shall be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning of common area and maintenance of lifts, parks, roads, security, and other amenities falling under the common area use.
38. That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.
39. That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Electricity Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling in common area.
- Note:- all the un-sold Spaces and areas which are not falling the part of common area shall continue to be the property of the company and all right are reserved with the company for the said areas.**
40. That the contents of each apartment along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular apartment shall no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
41. That it shall be the responsibility of intending allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking booklet form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimated) will be deemed to have been receiving by the intending allottee(s) and the company shall not be responsible for any default.
42. That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI (NCR). The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the 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 amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. You can log on to CREDAI (NCR) at www.credaincr.org.
43. In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

I/we have fully read and under stood the terms and conditions mentioned herein above and agree to abide me/us by the same.

Signature of the Applicant(s)

★★ PAYMENT PLAN

FLEXI PAYMENT PLAN

| | |
|---|-----|
| At the Time of Booking | 10% |
| Within 60 Days from the Date of Booking | 30% |
| Within 6 months from the Date of Booking | 15% |
| Within 12 months from the Date of Booking | 15% |
| Within 18 months from the Date of Booking | 15% |
| Within 24 months from the Date of Booking | 10% |
| At the Time of Possession | 5% |

INSTALLMENT PAYMENT PLAN

| | |
|---|-----|
| At the time of Booking | 10% |
| First Installment within 60 days from Date of Booking | 10% |
| 10 Installments of 7 % each after every 3 months from Date of Booking | 70% |
| At the Time of Possession | 10% |

Signature of Applicant(s).....

SPECIFICATIONS

FLOORING

- Vitrified tiles 2'x2' in Drawing Room, Kitchen and Bedrooms
- Ceramic tiles in Bathrooms and the Balconies

WALLS AND CEILING FINISH

- POP finish walls & ceiling with OBD

KITCHEN

- Granite working top with double stainless steel sink
- 2'-0" dado above the working top and 4'-6" from the floor level on remaining walls by ceramic tiles
- Woodwork below the working top
- Individual RO unit drinking water

TOILETS

- Ceramic tiles on walls up to door level in wet area and on remaining wall up to 4'-0" height
- Texture paint up to ceiling
- White sanitary ware with EWC, CP fittings ISI marked and mirrors in all toilets
- Ceiling exhaust fan in each toilet

MASTER TOILET

- Granite counter washbasin
- Wall mounted EWC
- White sanitary ware / CP fitting (Jaguar or equivalent)
- Mirror and towel rack
- Ceramic tiles on walls up to door level in wet area and on remaining wall up to 4'-0" height
- Texture paint up to ceiling
- Shower area separated by fixed glass partition
- Ceiling exhaust fan

DOORS & WINDOWS

- Outer doors and windows aluminum powder coated/UPVC
- Internal Wooden Door-frames made of Maranti or equivalent wood
- Internal doors with flush shutter
- Good quality hardware fittings
- One Modular Almirah in Master Bedroom 7'-0" height
- Main Door laminated flush shutter 8'-0" height

ELECTRICAL

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in wall & ceiling
- One tube light/CFL light in each room
- Conduits for DTH connection without wire
- Intercom facilities for communication with lobby, main gate and other apartments
- Nominated split AC points in all bedrooms & drawing room.

NOTES:

1. The Colour and design of tiles can be changed without any prior notice.
2. Variation in colour and size of vitrified tiles/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost. However, in case the variation is beyond $\pm 3\%$, charges are applicable.
5. The request for any change in construction/specification of any type in the apartment will not be entertained

Signature of Applicant(s).....

Sl. No.:



GAURSONS INDIA LIMITED
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