



An ISO 9001:2000 Certified Company

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APPLICATION FORM

PHOTO

Application Date							
Project Name							
Name of Applicant							
Father/Husband/Guardian's Name							
Date of Birth							
Residential Status	Resident	Non Resident	Foreign N	Vationa	l of India	an Oriç	gin
Correspondence Address							
City			Pin Code	:			
Telephone No.			E- mail :				
Mobile							
Permanent Account Number							
Co-Applicant (1)							
Father/Husband/Guardian's Name							
Date of Birth							
Residential Status	Resident	Non Resident	Foreign N	Nationa	of India	an Oriç	gin
Permanent Account Number							
Co-Applicant (2)							
Father/Husband/Guardian'sName							
Date of Birth							
Residential Status	Resident	Non Resident	Foreign N	Vationa	l of India	an Orio	gin
Permanent Account Number							

Property Type	Commercial/Residential	Floor/Block/Tower Unit No.
Payment Plan	Down Payment C	Const. Linked Time Linked
Approximate Area		Sq. Ft./Sq. Yds./Sq. Mtr.
Basic Rate (Rs.)		Per Sq. Ft./Sq. Yds./Sq. Mtr.
Basic Price (Rs.)		
Car Parking Space	Open Covered	No. of Parking
Car Parking Charges (Rs.)		
Preferential Location Charge	es (Rs.)	
Other Charges (As per price	e list attached)	
Amount paid at the time of b	pooking	
Direct through Ag	gent	
Name of Agent		

Basic Terms and conditions for Booking/ Allotment of Apartment in "KESSEL-I-VALLEY"

1. That, the buyer has applied for registration of an Apartment "I-Homes" (hereinafter referred to as "Applicant") understands and is aware of the manner and the extent of the rights, interest and entitlement of the developer in the land measuring approximately 25 acres or thereabouts situated at Plot No. 9, Tech Zone in Greater Noida and the proposed project is known as "KESSEL-I-VALLEY", which is briefly reproduced herein below:

RC Info Systems Pvt. Ltd. is being allotted 25 acres or thereabouts land (herein referred to as "Project Land"), at Plot No. 9, Tech Zone in Greater Noida by Greater Noida Industrial Development Authority (GNIDA).

RC Info Systems Pvt. Ltd. has appointed AMR Infrastructures Ltd. (herein referred to as the "Developer") as the Developer/ entity to construct, develop, sell and manage the areas falling in the proposed Tech Zone project viz." (*KESSEL-I-VALLEY" (herein also referred to as the "Apartment") and the Developer has undertaken to inter-alia develop the Apartment on the Project Land and to deal with all matters concerning the same.

- 2. That, the applicant has applied for registration of a Residential flat "I-Homes" (hereinafter referred as "Unit") proposed to be constructed in the state of the art Technology Park titled "KESSEL-I-VALLEY" (said Project) being conceived and developed by AMR Infrastructures Limited at Plot no. 9, Tech Zone, Greater Noida, U.P.
- 3. That, the Applicant has represented that it has specially understood and agreed:-

That, the performance by the Developer of its obligation under these presents are contingent upon approvals to be granted by various statutory authorities/ local bodies/ departments, (herein referred to as "Authorities") from time to time and subject to all applicable laws/ notifications/ conditions as imposed by these Authorities.

That, the Developer has readily provided all information, clarification as required by the applicant and the applicant is applying for the Said Unit with full Knowledge of all the title, rights and interest of the Developer and laws, rules, regulations, notifications, etc. applicable to the Complex in particular and the terms and conditions contained in the Unit Buyers Agreement (agreed to be executed) after understanding its rights, duties, responsibilities, obligations under each and all the clauses of the proposed Unit Buyers Agreement. The allotment of the Unit is entirely at the discretion of the Developer.

- 4. That, all payments by the applicant shall be made to the Developer only through demand drafts/ Account Payee Cheque drawn upon scheduled banks in favour of "AMR Infrastructures Limited" payable at Delhi / New Delhi only.
- 5. That, the applicant has seen and accepted the building plans, building designs and specifications shown to him which are tentative and agrees that the Developer may make such variations, additions, alternations and modifications etc. therein as may be directed by any competent authority authorities/ architect or otherwise, and the applicant hereby gives his consent to such variation, additions, deletions, alternations and modifications etc. The specifications of the unit are subject to changes as necessitated during construction. In such an event, material of equally good quality shall be used. The applicant agrees that no claim, monetary or otherwise will be raised in case of any change.
- 6. That, all statutory charges and other levies, rates, taxes, charges, Cess etc. whether demanded or imposed, whether increased or fresh by the Authorities shall be payable proportionately by applicant from the date of booking as demanded by the Developer.

- 7. That, the company apart from basic price shall fix preferential location charges(PLC) for certain unit in the complex and if intending Applicant opts for booking of any such unit, he/she shall be liable to pay such charges.
- 8. That, rate mentioned above for the sale of area of the Said Unit is for what is known as the super area which includes the covered area, the area under the periphery walls, area under the columns and walls, the area utilized for common use, services and facilities etc.
- 9. That, notwithstanding what is stated herein, the applicant hereby specifically agrees and acknowledges that the timely payment of installments as also the other charges including registration charges, maintenance charges, etc. is the essence of the terms of the booking / allotment. Interest @ 15% shall be payable by the applicant in case of failure to pay the installments and other dues by due date. However, if payment is not received within 60 days from the due date, or in event of breach of any terms and conditions of this allotment by the applicant, the allotment will be cancelled at the discretion of the Developer and the earnest money (15% of the total cost of unit) paid to the Developer by the applicant shall stand forfeited. The balance amount shall be refunded to the applicant without any interest after the said unit is allotted to some other intending applicant.
- 10. That, the Developer shall undertake the Maintenance of the Complex either by itself and/or through a maintenance agency appointed by the Developer (hereinafter referred to as the "Maintenance Agency"). For this purpose the applicant agrees to sign a separate Maintenance agreement which shall contain the full scope of maintenance of the Apartments and shall pay the maintenance charges as decided by the Developer and/or the Maintenance Agency.
- 11. That, the applicant agrees that in case the applicant intends to transfer the Said Unit, at any point of time whether before or after the completion of the complex, in favour of any entity nominated by the applicant (Transferee), the applicant would apply to the Developer in the prescribed format of the Developer (available at the office of the Developer) and the Developer will at its sole discretion, transfer the Said Unit in favor of the transferee. Such transfer shall be effected by the Developer only after receipt of the Administrative Charges, as prescribed by the Developer from time to time, from the Applicant at the time of the transfer and the Balance due payment if any.
- 12. That, the applicant has fully satisfied himself about title, right and interest of the Developer in the plot of the land which is allotted to the R C Info Systems Pvt. Ltd. by Greater Noida Industrial Development Authority (State Government Undertaking) on which the Project is being developed and that the Allotment is on leasehold basis and has further understood all limitations and obligations in respect thereof.
- 13. That, the applicant shall not be entitled to sub-divide the Said Unit. However temporary internal partitions for enjoyment of the said unit shall be permissible subject to the applicable rules, regulations and bye-laws of the concerned authorities and those of the maintenance agency.
- 14. That, the Developer by itself or through its nominee may raise finance from any Bank/ Financial institution/ Body Corporate to finance the building/ Complex and for this purpose further create an equitable/ English mortgage/ charge on the project land and area constructed/ to be constructed and for such an act, the applicant hereby consents and authorizes the Developer to do the same. The Developer, however, assures the applicant that the said unit, after receipt of the full basic sale price and all other sums due and payable by the applicant, shall be conveyed to the Buyer free of encumbrances created by the Developer.
- 15. That, any notice, letter or communication to be made, served or communicated unto the Developer shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Developer at the address similarly above or changed addresses as may be intimated by the Developer in this behalf and sent by registered post.
- 16. That, the aforementioned registration of the said unit is purely provisional (regarding size/ dimension/ location of the unit etc.) in nature and is subject to change in unit size, location of unit due to the architectural plan, the building stipulation, architectural control plans and/ or any changes necessitated in the building due to logistics operating at that particular point of time and the applicant hereby agree and accept the authority and power of the Developer for any such variation/ change.
- 17. That, applicant, having NRI status of being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/ or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment/ consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ Developer, the amount paid towards booking and further consideration will be returned by the Developer as per the rules after deducting the administrative charges without interest and the allotment cancelled forthwith. The Developer will not be liable in any manner on such account.
- 18. That, the Developer shall have the first lien and charge on the said Unit for its dues and other sums payable by the applicant to the Developer.
- 19. That, the applicant undertake to abide by and comply with all the laws, rules and regulations applicable to the Said Unit/ Project.
- 20. That, in case the Developer is forced to abandon the said Project for any reason, the Developer shall be liable to refund the amount paid by the applicant with interest @ 9% per annum on compensation within six months from the happening of such eventuality.
- 21. That, the applicant shall, before taking possession of the Unit, must clear all the dues towards the Unit and have the conveyance deed/ grant of lease deed for the Said Unit executed in his favour after paying registration fee/ charges, stamp duty and other charges/ expenses. Till the conveyance deed is executed the Developer shall continue the owner of the project land and also the unit agreed to be allotted.
- 22. That, the applicant shall use/ cause to be used Said Unit for purposes only as defined by the Developer/ Greater Noida Industrial Development Authority or any such Statutory Authority, and not for any other purpose.
- 23. That, detailed terms and condition shall form part of the allotment letter which the applicant shall execute on confirmation of allotment.
- 24. That, to settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter, terms whereof has been seen, read and understood/ accepted by the applicant.
- 25. That, the applicant shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by registered A.D. letter about all subsequent changes in the address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur therefrom. In all communication the reference of the allotted Unit must be mentioned clearly.
- 26. That, the allotment of unit is at the discretion of the Developer and the company has right to reject any other/application without assigning any reason.
- 27. That, the actual physical possession of the Apartment shall be taken by the Applicant after clearance of total consideration and other charges including the Stamp Duty Charges.
- 28. That, in case there are joint applicants, all communications shall be sent by the Developer to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communications shall be necessary to the other applicant(s).

- 29. That, it is clearly agreed and understood that upon execution of a unit/buyer agreement/lease deed these terms and conditions contained therein shall supercede the terms and conditions set out in this application.
- 30. That, the Developer will provide Electricity, for which the Applicant shall be required to pay Installation charges @ Rs. 35/- per sq. ft. and as and when required by the company, the intending Allottee (s) shall sign and execute all other papers, documents, agreements for the purpose of obtaining electricity and/or any other services or connections.
- 31. That, the Developer shall provide Fire Safety measures as per existing Fire Safety Code/Regulations, which is chargeable separately @ Rs. 40/- per sq. ft. of the super area of the Unit. If due to any subsequent legislation, government order or directive or guidelines, or if deemed necessary by the company, any further fire safety means are required to be provided, the intending Applicant shall pay for the same on prorata basis.
- 32. That, the intending Applicant may get the name of his/her nominee substituted in his/her place, with prior approval of the Developer, provided the intending applicant has paid at least 95% of the total consideration and cleared all dues till that date and on such conditions/guidelines as applicable from time to time.
- 33. That, the Developer on completion of the construction/ development shall issue final call notice to the intending applicant, who shall within 30 days thereof, remit all dues and take possession of the unit. In the event of his/her failure to take possession for any reason whatsoever, he/ she shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges any other levies on account of the allotted unit.
- 34. That, singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
- 35. That, courts in Delhi alone shall have jurisdiction in case of any dispute.

DECLARATION

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by the same.

NAME:SIGNATURE:	
NAME: SIGNATURE:	
Broker Name:	
FOR OFFICE USE	
Booking done by:	
Direct Through Agent Through Agent	
Full Booking Amount Received Yes No	
Name and Signature of Manager who has made entry in the system :	
Dated	
Authorised SignatoryApproved by	