



Application for Booking of Residential Apartment at GALAXY NORTH AVENUE-II, Plot No. GH-3D, Sector-16C, Greater Noida

To,
 M/S GALAXY DREAM HOME DEVELOPERS PVT. LTD.
 H-95, FIRST FLOOR, SECTOR-63, NOIDA.

Dear Sir/s,

I/We request that I/We may be provisionally allotted a Residential Apartment in the Project GALAXY NORTH AVENUE-II, at Plot No. GH-3D, Sector-16C, Greater Noida, under your:

Down Payment Plan Flexi Payment Plan Construction linked Payment Plan

I/We remit herewith a sum of Rs.....(Rupeesonly) by Bank Draft/Cheque No..... Dated, drawn on as booking amount.

In the event of **M/s Galaxy Dream Home Developers Pvt. Ltd.**, (hereinafter called the Company) agreeing to provisionally allot an apartment on sub-lease basis, I/We agree to pay further installment of sub-lease consideration and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter on the Company's standard format agreeing to abide by the terms and conditions 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.....
 Nationality.....
 Date of Birth..... Profession/Service.....
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Income Tax Permanent Account No.....
 Mailing Address.....
 Telephone No. Mobile No..... Fax No.....
 Designation, Office Name & Address.....
 Telephone No..... E-mail ID

Please affix your photograph here

2. JOINT OR SECOND APPLICANT:

Mr./Mrs./Ms
 S/W/D of.....
 Nationality.....
 Date of Birth..... Profession/Service.....
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Income Tax Permanent Account No.....
 Mailing Address.....
 Telephone No. Mobile No..... Fax No.....
 Designation, Office Name & Address.....
 Telephone No..... E-mail ID

Please affix your photograph here

3. DETAILS OF APARTMENT:

Type of Apartment.....Apartment No.....Block No.....
 *Leasable Area.(Sq. Ft. Approx.).....Floor.....
 Parking Type:..... Open Covered

4. DETAILS OF PRICING:

Basic Sale Price (BSP)	Per Sq. ft.	Rs.
Preferential Location Charges(PLC)	Per Sq. ft.	Rs.
Reserved Car Parking Space	Each	Rs.
TOTAL (A)		Rs.
External Electrification Charges	Per Sq. ft.	Rs.
One Time Lease Rent	Per Sq. ft.	Rs.
Fire Fighting Charges	Per Sq. ft.	Rs.
Club Membership (Compulsory)	Per Unit	Rs.
TOTAL (B)		Rs.
TOTAL COST (A+B)		Rs.
Total Cost (In Words)		

5. Payment to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of "M/s Galaxy Dream Home Developers Pvt. Ltd."
6. I/We require electrical connection forKVA (minimum 5 KVA). I/We are ready to pay the charges @ Rs.5,000/-per KVA (Total amount Rs.....) at the time of offer of possession.
7. I/We require power back-up of..... KVA (minimum 1 KVA). I/We are ready to pay power back-up installation charges @ Rs.20,000/-per KVA (Total amount Rs.....) at the time of offer of possession and ready to pay 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.
8. I/We are ready to pay IFMS @Rs.25/-Per Sq. Ft. for Super Area of Apartment at the time of offer of possession.
9. Any other Remarks:.....

10. DECLARATION

I/WE the applicant(s) do hereby declare that my/our application for allotment of the apartment/shop 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.

DATE:.....

Yours faithfully,

PLACE:.....

Signature of Applicant(s)

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name..... Signature..... Date.....

1. ACCEPTED
-
- REJECTED
-

Type of Apartment.....Apartment No.....Floor.....

Parking Type:..... Open Covered

Total price payable for the apartment together with the parking price Rs.....

2. PAYMENT PLAN:
-
- Down Payment Plan
-
- Flexi Payment Plan
-
- Construction Linked Payment Plan

3. Payment received vide Cheque/DD/Pay Order No..... Dated..... Drawn onfor Rs..... (Rupees.....)

4. Provisional Booking Receipt No..... Dated.....

5. BOOKING: DIRECT/THROUGH SALES ORGANISER

6. Sales Organiser's Name & Address, Stamp with Signature.....

7. Remarks.....

8. Check List for Receiving Officer:

- Booking Amount Cheques/Drafts
- Customer's Signature on all pages of the Application Form at marked 'X'
- PAN No. & Copy of PAN Card/Undertaking Form No.60
- For Companies: Memorandum & Article of Association and Certified copy of Board Resolution
- For Foreign Nationals of Indian origin: Passport photocopy/funds from NRE/FCNRA/c
- For NRI: Copy of Passport & Payment through NRE/NRO A/c

**TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT
'GALAXY NORTH AVENUE-II', AT PLOT NO.GH-3D, SECTOR-16C, GREATER NOIDA**

Whereas lease hold land of the aforesaid Project has been allotted to the Company i.e. **M/S GALAXY DREAM HOME DEVELOPERS PVT. LTD.**, (Company/Builder) measuring area 30097 Sq. Mtrs. approximately for development of Group Housing at **Plot No.GH-3D, Sector-16C, Greater Noida**.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the sub lease deed/transfer deed which upon execution shall supersede the terms and conditions set out in this application:

1. The applicant has applied for allotment of the said appurtenance and is fully aware of limitations, restrictions and obligations of the company in relation to and in connection with the development/construction of the said apartment/said building/said complex and has also satisfied himself about the status/title/interest/rights of the company over the land on which the said apartment/said building/said complex is being developed /constructed and has understood all the constraint of the company in respect thereof. The applicant hereby confirms that no further inquiry in this regard is required by the applicant. The applicant confirms that this application is irrevocable and cannot be withdrawal.
2. The applicant shall pay the total price of the said apartment with the payment plan opted by the applicant and in addition the applicant shall also be liable to pay all other amounts, charges & dues mentioned in this application and/or the allotment in accordance with the demand raised by the company from time to time. The applicant agrees and understands that the total price of the said apartment and other charges are calculated on the basis of super area of the said apartment which is tentative and any increase or decrease, over and above 3% thereof shall be payable or refundable at the rate mentioned in this application. The definition of super area and apartment area shall be clearly defined in the allotment, and the applicant agrees and affirms to be bound by the same.
3. Subject to the other terms and conditions of this application, on and after the payment of total price, and other charges and dues as per the application/allotment, the applicant shall have: (i) Ownership of the apartment area of the said apartment, (ii) Undivided interest and right to use common areas and facilities alongwith other apartment owners, (iii) Right to exclusive use of the parking space(s); and (iv) Undivided proportionate interest in the land underneath the said building calculated in the ratio of super area of the said apartment to the total super area of all apartments in the said building.
4. The applicant agrees that applicant shall not have any right in any basement, stilts, commercial premises, building, shops, community centres, club etc., if any, constructed in the said complex. The company shall be free to dispose off the same on such terms and conditions as it may deem fit. The applicant shall not have any right to interfere in the manner of booking, allotment and finalization of sale of shops, commercial premises, building, community centres, club etc. or in the operation, joint venture, operation and management or any other mode include transfer to government, semi-government, any other authority, body, any person, institution, trust and/or any local bodies which the company may deem fit in its sole discretion.
5. The common areas, facilities, undivided interest of each apartment owner in the land underneath the building as decided by the company or else specified by the company in any declaration (which may be filed by the company in compliance of the act) shall be conclusive and binding on the applicant. The applicant agrees and confirms that the applicant's rights, title and interest in the said apartment, common areas, facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the company in such declaration. The applicant shall be required to join the society, association of the owners of the apartment, and the applicant agrees to pay all fees, charges thereof and complete such documentation and formalities as may be necessary by the company in its sole discretion for this purpose.
6. The applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the said complex/said building may be handed over to the maintenance agency. The applicant agrees to enter into a maintenance agreement with the company or the maintenance agency appointed by the company for maintenance and upkeep of the said complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The applicant also agrees and understands that in order to provide necessary electricity, power back-up for the said complex/building, the applicant agrees to enter into a separate agreement with the company or its nominated agency as and when required.
7. The applicant agrees and understands that in addition to total price the applicant shall be liable to pay all taxes, which shall be charged and paid as follows:-
 - a) A sum equivalent to the proportionate share of taxes shall be paid by the applicant to the company. The proportionate share shall be the ratio of the leaseable area/super area of the said apartment to the total leaseable area/super area of all the apartments, other buildings, shops, clubs etc. in the said complex.
 - b) The company shall periodically intimate the applicant, on the basis of certificates from a chartered engineer and/or a chartered accountant, the amount payable as stated above, which shall be final on binding on the applicant and the applicant shall make payments of such amounts within 30 days of such intimation.
8. Common areas, electricity and water charges shall be payable on monthly basis by the allottee on equal basis.
9. Electricity, power backup and water charges, and replacement, if any, are to be paid as per actual.
10. The applicant agrees that if due to change in the layout plan/building plan of the said complex/said building/said apartment:-
 - a) The said apartment sizes to be preferentially located then only the amount of PLC, paid by the applicant shall be refunded without any interest and such refund shall be made/adjusted in the last installment as stated in the payment plan opted by the applicant.
 - b) If the said apartment subsequently becomes preferentially located, the applicant shall pay PLC of the apartment to the company as applicable and as demanded by the company.
 - c) If the said apartment subsequently becomes additionally preferentially located, the applicant shall pay additional PLC to the company in the manner as demanded by the company.
11. That Builder shall get single point electric connection for Complex/Building from the Paschimanchal Vidyut Vitran Nigam Ltd. or any concerned authority and will be distributed through separate metres to the intending applicant through prepaid system. The applicant will get the electric connection for the capacity as opted by him at the time of booking (minimum 5KVA) @ Rs. 5000/- per KVA.
12. The applicant understands that it is mandatory to purchase 1 parking space alongwith an apartment. The parking space allotted to the applicant shall be an integral part of the said apartment which cannot be sold/dealt with independent of the said apartment. The applicant may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The applicant agrees that parking space allotted to the applicant shall not form a part of common area of the said apartment/said building/said complex.
13. The applicant agrees that time is the Essence in respect of all payments to be paid by the applicant including the total price and all other amounts, charges, dues as mentioned in this application.
14. The applicant has seen and accepted the plans and has applied for the allotment of the said apartment with the specific knowledge that the building, plans, designs, specifications, measurements, dimensions, location and number of apartments and/or said building, floor plans and all other terms and conditions are tentative and are liable to change, alterations, modifications, revision, addition, deletion, substitution or recast at the sole discretion of the company and may also change due to changes/modification required by the competent authority. The applicant hereby agrees that the company is fully entitled to increase/change in the number of floors or the location of the said apartment in any of the buildings and/or the height of the said building and the

applicant shall have no right to object to the same. The applicant shall not be permitted to construct anything on the terrace. However, the company shall have the right to explore the terrace in case of any change in F.A.R carry out construction of further apartments in the eventuality of such change in the F.A.R.

15. The applicant agrees and undertakes to pay all government rates, tax on land, municipal tax, property taxes, wealth taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future, by the government, municipal authority or any other governmental authority on the said complex/said building/said apartment or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the application. The applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the company and the termination of the share and demand shall be final and binding on the applicant till the said apartment is assessed separately.
16. The applicant agrees that the company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the company Force Majeure continues for a considerable time, then the company may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this application and in case of termination, the applicant shall be entitled refund of the amounts deposited by the applicant, without any interest or compensation whatsoever, provided the applicant is not in breach of any of the terms of this application.
The applicant agrees and acknowledges that the company, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the company shall be limited only to refund the amount received from the applicant, alongwith reasonable interest per annum from the date of receipt of such amount and the applicant shall have no other claim of any nature whatsoever.
17. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer 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 around 25 to 30 days for an individual Apartment.
18. That if there is delay in handing over possession of Apartment after expiry of "Fit-out-Period" due to any other reason(s), the Company will pay the Allottee delayed possession charges @ Rs. 5/-per Sq. Ft. per Month in respect of saleable area of the said Apartment for delayed period only (commencing from the date of expiry of "Fit-out-Period") provided that all due installments from the concerned Allottee were received in time and he has complied with requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sub-Lease Deed/Transfer Deed.
19. That in case the applicant fails to take possession within "Fit-out Period", he will pay delayed possession charges @Rs. 5/- per Sq.Ft. Per Month in respect of saleable area of the said apartment.
20. The applicant agrees that the company shall be entitled to forfeit the earnest money alongwith the non refundable amount in case of non fulfillment/breach of the terms and conditions of the application including withdrawal of the application and also in the event of the failure by the applicant to sign and execute with the company the sub-lease deed/sale deed by the date of completion of the project by the company. Thereafter the applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said apartment. The company shall thereafter be free to resell and/or deal with the said apartment in any manner whatsoever. The amount(s), if any, paid over and above the earnest money and the non refundable amounts would be refunded to the applicant by the company only after realizing such amounts from resale of the said apartment but without any interest or compensation of whatsoever nature. The company shall at all times have the rights lien and charge on the said apartment for all its dues payable by the applicant to the company. If the amount deposited/paid by the applicant is less than the earnest money and the non refundable amounts then the applicant agrees and undertakes to make the payment of the difference forthwith at the first written request from the company.
21. Without prejudice to the company's aforesaid rights, the company may at its sole discretion waive the breach by the applicant in not making payments within the stipulated time by the applicant on the condition that the applicant shall pay to the company interest which shall be charged from the due date @18% per annum for delayed period.
22. The applicant agrees that in case the applicant opts for a loan arrangement with any financial institutions/banks, for the purchase of the said apartment, the conveyance of the said apartment in favour of the applicant shall be executed only upon the company receiving "No Objection Certificate" from such financial institutions/banks.
23. The applicant agrees that in case the applicant is an NRI or non-resident/foreign national of Indian origin/foreign nationals/foreign companies then all remittances, acquisition/transfer of the said apartment, any refund, transfer of security etc., shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments of amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and it shall be the sole responsibility of non-resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The company accepts no responsibility in this regard.
24. The applicant agrees to inform the company in writing, by registered post only, any change in the mailing address mentioned in this application, failing which all letters by the company shall be mailed to the address given in this application and deemed to have been received by the applicant. In case of joint applicants communication sent to first named applicant shall be deemed to have been sent to all applicants.
25. The applicant hereby covenants with the company to pay from time to time and at all times, the amounts which the applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the applicant.
26. That the applicant before making full payment and execution of sub-lease deed/sale deed cannot assign his rights, titles and interest in the apartment without prior written consent of the company. The company at its sole discretion may however allow transfer of the allotment before execution of sub-lease deed/sale deed on payment of a transfer fee prevailing at that time.
27. The applicant understands that the final allotment of the said apartment is entirely at the discretion of the company.
28. The applicant agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this application including the interpretation and validity of the terms therefore and the respective rights and obligations of the applicant and the company shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitrator proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Ghaziabad,(U.P.), India only. 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.
29. All the above said terms & conditions are as per prevailing rules/orders as on the date of launch of the project. Any subsequent order or rule shall not affect any of the content as agreed upon herein above.
30. The applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

Place:

SIGNATURE OF THE APPLICANT(S)