

**APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF  
PROPERTY AT OZONE CITY, ALIGARH**

To

S.No. \_\_\_\_\_

**Ozone Builders & Developers Private Limited  
B-1/21 Sector-11, Faridabad-121006  
Haryana**

Dear Sir,

I/We (“the Applicant”) wish to apply for the Provisional Allotment of a Plot/Independent Floor/Villa/Built-up Flatted Shop/Built-up Independent Shop (“the said Unit”) situated at Ozone City, Aligarh, Uttar Pradesh (“OZONE CITY”).

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) as application amount / Earnest  
Money towards Provisional Allotment of the Said Unit at Ozone City, Aligarh.

I/We submit herewith my/our General Particulars as required by the Company. I/We accept and agree to abide by the Standard Terms and Conditions of Provisional Allotment attached herewith.

Yours faithfully

Signature (s) of Applicant (s)

Date \_\_\_\_\_

Place \_\_\_\_\_

**1. GENERAL PARTICULARS**

(to be filled in BLOCK LETTERS in English language only)

i) **SOLE/FIRST APPLICANT**

Mr. / Mrs. / Ms. / Dr. / M/s \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_

Date of Birth \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

Permanent Address \_\_\_\_\_

Tel.No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Present/Correspondence Address \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile \_\_\_\_\_ Email Address \_\_\_\_\_

(ii) **SECOND APPLICANT**

Mr. / Mrs. / Ms. / Dr. / M/s \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin \_\_\_\_\_

Date of Birth \_\_\_\_\_

Income Tax Permanent Account No. \_\_\_\_\_

Permanent Address \_\_\_\_\_

Tel.No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Present/Correspondence Address \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile \_\_\_\_\_ Email Address \_\_\_\_\_

Note: (i) Self attested copy of Pan Card and Address proof of all Applicants to be attached.

(ii) In case of more than two joint Applicants similar details of all the remaining Applicants to be attached on plain paper.

2. **DETAILS OF THE UNIT APPLIED FOR**

- a) Type of Unit :  
(Plot/Independent Floor/Villa/Built-up Flatted Shop/Built-up Independent Shop): \_\_\_\_\_
- b) Unit Number \_\_\_\_\_
- c) Block \_\_\_\_\_
- d) Size of plot \_\_\_\_\_ Square Yard
- e) Super area  
[(only in case of Independent Floor and Built-up Flatted Shop): \_\_\_\_\_ Sq. Ft.]
- f) Built Up area  
[(only in case of Villa and Built-up Independent Shop): \_\_\_\_\_ Sq. Ft.]
- g) Floor (Ground/First/Second)  
[(only in case of Independent Floor and Built-up Flatted Shop): \_\_\_\_\_]
- h) Nature of permitted use (Residential/Commercial): \_\_\_\_\_

3. **PAYMENT OF APPLICATION AMOUNT**

The following are the details of the payment of the Application Amount:

Demand Draft / Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_  
Bank \_\_\_\_\_  
Amount \_\_\_\_\_

4. **PAYMENT PLAN OPTION** Down Payment/Installment Linked

5. **WHETHER HOME LOAN REQUIRED OR NOT** \_\_\_\_\_

6. **CONSIDERATION**

- a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_
- b) Preferential Location Charges (PLC) :Rs. \_\_\_\_\_
- c) Development Charges (DC) :Rs. \_\_\_\_\_

Total Consideration :Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

7. **SECURITIES**

(Payable by applicant as per payment plan before taking possession of the said Unit)

- a) Non Refundable Interest free Maintenance Security Rs. \_\_\_\_\_
- b) Refundable Construction Security Rs. \_\_\_\_\_
- c) Non-Refundable Water Connection Security Rs. \_\_\_\_\_
- d) Non-Refundable Sewer & Strom Connection Security Rs. \_\_\_\_\_

8. **CLUB MEMBERSHIP FEE** Rs. \_\_\_\_\_  
(Payable as per payment plan)

9. **Booking Through (Broker/Direct)** \_\_\_\_\_  
Name of Broker/empny of company \_\_\_\_\_

Yours faithfully

Signature (s) of Applicant (s)

Date \_\_\_\_\_

Place \_\_\_\_\_

Notes:

(i) Service Tax on consideration and Club Membership Fee, as applicable shall be payable extra by the applicant.

(ii) Stamp Duty, Registration Charges, Documentation Charges and Expenses involved in registration of sale deed of said unit shall be payable extra by applicant.

**FOR OFFICE USE ONLY**

1. ACCEPTED/REJECTED \_\_\_\_\_

2. Booking ID No. \_\_\_\_\_

3. Booking Login date \_\_\_\_\_

4. Remarks \_\_\_\_\_

\_\_\_\_\_

Officer's Name \_\_\_\_\_

Signature \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS OF PROVISIONAL ALLOTMENT  
OF PLOT/INDEPENDENT FLOOR/VILLA/BUILT-UP FLATTED SHOP/BUILT-UP  
INDEPENDENT SHOP AT OZONE CITY, ALIGARH**

**Applicable for Unit No.** \_\_\_\_\_ (i.e., said Unit)

**Name of Applicant** \_\_\_\_\_

**Booking ID No.** \_\_\_\_\_

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to acquire the Said Premises and shall not construe any acceptance of the application by the Company.

**1. DEFINITIONS AND INTERPRETATION**

1.1 Definitions

1.1.1	“Allottee” means the Applicant(s) who has / have applied for Provisional Allotment of a unit and have agreed to abide by these Standard Terms & Conditions and has been provisionally allotted the Said Unit by the Company at Ozone City. The term “Allottee” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;
1.1.2	“Applicant” means a Person who has applied for Provisional Allotment of a unit in Ozone City;
1.1.3	“Application Form” shall mean the application form for Provisional Allotment of a unit in said colony and attested at appropriate places by the Applicant(s);
1.1.4	“Built Up Flatted Shop” means an independent commercial unit in a building containing more than one independent units and all independent unit holders in the building shall have proportionate ownership rights in the land beneath the building. Terrace rights (including right to construct additional floor) shall always vest with company.
1.1.5	“Built Up Independent Shop” means a built up shop with complete ownership in plot as well as in terrace.
1.1.6	“Common Areas of building” means area under the common staircases, circulation area, walls, corridors etc. meant for common use of all occupants of the building.
1.1.7	“Common Areas of said colony” means roads, parks, guard room, water tank, pump house, etc. within said Colony
1.1.8	“Company” means Ozone Builders & Developers Private Limited, a company incorporated under the Companies Act, 1956 and

	having its registered office at Independent Floor No. 54, Second Floor, Swastik Kunj, Plot No.29, Sector- 13, Rohini, New Delhi – 110085 & Corporate Office at B1/21, Sector-11, Main Mathura Road, Faridabad and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and assigns;
1.1.9	“Consideration” shall be the overall sale consideration of the Said Unit and shall include the Basic Sale Price (BSP), Preferential Location Charges (PLC), Development Charges (DC) and other charges as described in the Application Form/Provisional Allotment Letter;
1.1.10	“Development Charges” includes expenses to be incurred by company for development of said colony and applicant’s/allottee’s share of External Development Charges imposed on the Colony by Aligarh Development Authority on the date of sanctioning layout plan of the colony. In case Aligarh Development Authority or any other government agency enhances the External Development Charges, the enhancement shall be borne by Unit holders and applicant/allottee shall pay his share of enhancement proportionately. Interest on External Development Charges or Enhanced External Development Charges shall be borne by Unit holders and applicant/allottee shall pay his share proportionately
1.1.11	“Earnest Money” means the amount equal to 10% of Basic Price of the Unit.
1.1.12	“Independent Floor” means an independent residential unit in a building consisting of Ground plus two floors containing more than one independent unit and all independent unit holders in the building shall have proportionate ownership rights in the land beneath the building.
1.1.13	“Law” means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of this Application or thereafter;
1.1.14	“Ozone City” shall mean plotted residential colony being developed by company at village Asadpur Kayam, Yakutpur and Mahukhara District Aligarh, Uttar Pradesh in accordance with layout plan approved by Aligarh Development Authority;
1.1.15	“Parties” shall mean the Company and the Applicant and “Party” shall refer to anyone of them;
1.1.16	“Person” includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society

	and a natural person in his capacity as trustee, executor, administrator, or other legal representative;
1.1.17	“Plan” includes the plan for construction and development at Ozone City as approved by the Aligarh Development Authority.
1.1.18	“Plot” means a piece of vacant land in Ozone City of such size as may be mentioned in Provisional Allotment Letter.
1.1.19	“Provisional Allotment Letter” a Provisional Allotment letter which may be issued by the Company to the Applicant upon the Applicant making a request for provisional allotment of a Unit and agreeing to abide by the Standard Terms & Conditions;
1.1.20	“Provisional Allotment” shall mean the provisional allotment of the Said Unit to the Applicant, pursuant to his application to the Company and agreeing to abide by the Standard Terms & Conditions;
1.1.21	“Representatives” shall include the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person;
1.1.22	“Said Colony” means Ozone City.
1.1.23	“Said Unit” means the either an Independent Floor or a Villa or a Built Up Flatted Shop or Built Up Independent Shop or a Plot at Ozone City, Aligarh as provisionally allotted by the company.
1.1.24	“Standard Terms & Conditions” shall mean these standard terms & conditions of Provisional Allotment of the Said Unit;
1.1.25	“Super Area” of a Unit in relation to Independent Floor and Built up Flatted shop shall mean the covered area of the Unit and common areas of the building meant for common use of all unit holders in the building. The consideration and all other applicable charges in respect of Independent Floor and Built Up Flatted Shop shall be payable on super area of Independent Floor/Built up Flatted shop.
1.1.26	“Villa” means a built up house with complete ownership in plot as well as terrace rights.

## 1.2 Certain Rules of Interpretation:

- 1.2.1 The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof;
- 1.2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
- 1.2.3 The Schedules and Annexures annexed to these Standard Terms & Conditions form an integral part hereof.
- 1.2.4 All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

2. **SCOPE OF THESE STANDARD TERMS & CONDITIONS**

- 2.1 These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Unit by the Company to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any title in the Said Unit to the Applicant / Allottee or any other Person. The Provisional Allotment of the Said Unit on the basis of an application is entirely at the discretion of the Company and the Company has a right to reject any application without assigning any reason thereof.
- 2.2 The detailed terms of the transfer of the Said Unit shall be based on the definitive legal document for the transfer of property (hereinafter referred to as "sale deed") and shall include the entire understanding between the Parties relating to the conveyance of the Said Unit to the Applicant / Allottee. The Applicant / Allottee shall have no right, title or interest whatsoever on the said Unit either during its development or after its completion till the execution of sale deed by the Company in favour of the applicant/Allottee.

Provided that the sale deed shall be executed only after the Consideration amount has been received from the Applicant / Allottee alongwith other applicable duties, charges and other payments etc. as due in accordance with the Provisional Allotment Letter at such time when the company may deem appropriate whether the competent authority has issued completion/occupation certificate in respect of said unit or not.

- 2.3 The Applicant agrees that unless the sale deed is executed in favour of the Allottee, the Company shall continue to be the owner of the Said Unit and no payments made pursuant to the Provisional Allotment of the Said Unit to the Allottee, whether pursuant to the Standard Terms & Conditions or otherwise, shall give any Person any lien on the Said Unit until they have complied with all the terms and conditions of the Provisional Allotment and the sale deed has been executed in favour of the Allottee.



- 2.4 Nothing herein shall be construed to provide the Applicant / Allottee with any right, whether before or after taking possession of the Said Unit or at any time thereafter, to prevent the Company from -
- (i) Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Unit;
  - (ii) Putting up additional constructions at Ozone City;
  - (iii) Amending/altering the Plans.
- 2.5 The execution and/or registration of the Sale Deed shall not absolve the Applicant / Allottee of any of its obligations herein.

### **3. CONSIDERATION**

- 3.1 Consideration for said unit payable by applicant/allottee includes Basic Sale Price, Preferential Location Charges and Development Charges as mentioned in application form and provisional allotment letter. Apart from the consideration mentioned in Application form and provisional allotment letter, application/allottee shall also be liable to pay such other charges as may be made applicable by company on other similar units in Ozone City.
- 3.2 Application /Allottee shall pay the above price/cost to company as per applicable payment plan.
- 3.3 In addition to consideration, Applicant/Allottee shall also be liable to additionally pay all Statutory Charges/Taxes (including escalations in External Development Charges and interest thereon), Service Tax, VAT, etc. which the Government or Municipality or Aligarh Development Authority may impose/levy, on said unit/said colony.
- 3.4 It will not be obligatory for the company to send any demand letter(s) to applicant/allottee. Applicant/Allottee shall have to make timely payment of installments of consideration for said unit, as per applicable payment plan as his own obligation without waiting for company's demand letter. Timely payment of installments by Applicant/Allottee is essence of this transaction. In case of any delay in payment of any installment, applicant/allottee shall be liable to pay interest @ 18% per annum on defaulted amount for the period of delay. In case Applicant/Allottee does not make the payment of any installment within 3 (three) months from the due date, company shall have the right to cancel the allotment in accordance with clause 9.1 and 9.2 below.
- 3.5 Applicant/Allottee shall make all payments towards the consideration / price of said unit by way of cheques/drafts/pay orders issued in favour of "M/s Ozone Builders & Developers Private Limited" (payable at Faridabad/Aligarh) or in such other name(s), which the company may direct by a written communication. All cheques/drafts/pay orders shall be accepted by company subject to their realization.
- 3.6 In case of non-fulfillment of any term or condition of allotment by Applicant/Allottee, company shall be entitled to cancel the allotment and the earnest money shall stand forfeited to Company.

4. **POSSESSION OF SAID UNIT**

- 4.1 Company shall endeavor to deliver possession of said unit to applicant/allottee within thirty months from the date of booking.
- 4.2 Subject to payment of all dues including the total consideration/price of said unit and compliance of all terms and conditions of allotment by Applicant/Allottee, company shall offer possession of said unit to Applicant/Allottee at such stage, which the company may deem appropriate. Company may continue with development works in said colony even after offering possession of said unit to Applicant/Allottee. Grant of completion/occupation certificate by the authorities shall not be a condition precedent either for delivering possession of said Unit or for execution of sale deed by company.
- 4.3 Company's responsibilities to offer possession of said unit shall be subject of Force Majeure conditions and causes beyond the control of company (like flood, earthquake, terrorists' acts, sabotage, war, riots, labour problems, shortage of materials or electric power, strikes, delays in receiving necessary permission/sanctions/approvals from Government Authorities, etc.)
- 4.4 Applicant/Allottee shall take possession of said unit within six months from the date of offer of possession of said unit by company; otherwise Applicant/Allottee shall also be liable to pay to company holding charges at the rate mentioned in the provisional allotment letter. These holding charges shall be payable with effect from commencement of seventh month from the date of offer of possession till the date when Applicant/Allottee takes possession of said unit.

5. **SALE DEED:**

- 5.1 Subject to compliance of all terms & conditions of allotment, all laws, company's guidelines, all formalities of all authorities by allottee; payment of total consideration/price of said unit by the applicant/allottee to the company and payment of all applicable fees/charges regarding said unit by allottee to concerned body/department, company shall confirm this allotment by executing sale deed of said unit in favour of applicant/allottee. Allottee shall be entitled to get the sale deed registered in the office of concerned Sub-Registrar.
- 5.2 All expenses (including Stamp Duty, Registration Charges, Documentation Charges and Miscellaneous expenses) involved in execution and registration of sale deed shall be borne exclusively by applicant/allottee.

6. **Monthly Maintenance Charges and Securities:**

- 6.1 Company shall either itself or through any agency nominated by it maintain common areas of the said colony and shall provide common facilities in said colony.
- 6.2 Applicant/Allottee shall also regularly pay on monthly basis proportionate charges for maintaining common areas and providing common facilities in said colony (which are referred to as 'common area maintenance charges') in accordance with

bills raised by company/maintenance agency by the 'due date' mentioned in such bills. It is clarified that the rates of common area maintenance charges as may be applicable on various occupants of said colony shall be determined exclusively by the company/maintenance agency.

- 6.3 Common Area Maintenance Charges shall become payable with effect from the date when Applicant/Allottee takes possession of said unit or with effect from expiry of six months from the date of offer of possession of said unit by company, whichever is earlier.
- 6.4 Nature, specification and type of maintenance services and common facilities shall be determined exclusively by company. Applicant/Allottee will accept all maintenance services and common facilities offered by company/maintenance agency. However, if 75% of total Applicant/Allottees of said colony, informs company/maintenance agency in writing that they do not want a particular service/facility, company/maintenance agency will stop providing such service/facility in said colony.
- 6.5 All Taxes/charges/levies (including House Tax, Property Tax, Municipal Tax, etc.) applicable on said colony as a whole shall be paid jointly by occupants of said colony.
- 6.6 Applicant/Allottee shall also regularly pay charges for consumption of electricity, water and sewage in said unit in accordance with bills raised by the concerned department or company or maintenance agency by the 'due date' mentioned in such bills. Electricity consumed in said unit shall be measured by separate meters/sub-meters, cost of which shall be borne by Applicant/Allottee.
- 6.7 Applicant/Allottee shall deposit and always maintain with company/maintenance agency, maintenance security and other securities mentioned in the application form. All these securities shall be interest free and non-refundable but transferable to RWA, unless otherwise specified.
- 6.8 Company/maintenance agency may unilaterally decide/elect to install any additional equipment or upgrade any existing equipment used for providing common facility to various occupants of said colony. Costs including running expenses of such additional and other equipment (including up-gradation of existing equipment) shall be borne by the occupants of said colony and Applicant/Allottee shall pay his proportionate share in this regard.
- 6.9 In case Applicant/Allottee fails to make payment of any bill raised by company/maintenance agency by its due date, Applicant/Allottee shall be liable to pay interest calculated @ 18% per annum on the defaulted amount for the delayed period. In case Applicant/Allottee fails to make the payment of any bill raised by company/maintenance agency within one year with effect from its due date, it will be considered as material breach of terms and conditions of the allotment and consequences mentioned in clause 9.1, below shall follow.

7. **CONDITIONS REGARDING USAGE OF SAID UNIT**

- 7.1 Said unit shall be used only for permitted purpose mentioned in application form and provisional allotment letter. Units of which nature of permitted use is residential shall not be used for any purpose other than the purposes of residence.
- 7.2 Applicant/Allottee shall himself obtain utility connections (i.e., water, sewerage, electricity & telephone connection) in said unit from concerned department/company/maintenance agency at his own costs and at his own responsibilities.
- 7.3 Applicant/Allottee shall always remain bound by Laws and Rules of Local Authorities.
- 7.4 Applicant/Allottee shall not be entitled to use any area/space outside the boundaries of said unit for any purpose. However Applicant/Allottee shall be entitled to use roads (for ingress and egress) and parks (for recreation) alongwith other occupants/visitors of said colony.
- 7.5 Applicant/Allottee shall not cause noise, air or water pollution by use of loudspeakers or any other instrument/equipment. Applicant/Allottee shall also not throw or accumulate dust, garbage, filth and rubbish in common areas of the said colony and shall also not any nuisance of any nature.
- 7.6 Following conditions shall be applicable only in cases, where said unit is a plot:
  - 7.6.1 In case level of said unit is found to be below the road level, Applicant/Allottee shall have to himself fill the required earth/mud in said unit. Company shall not fill any earth/mud on said unit.
  - 7.6.2 After receiving possession of plot and after execution of sale deed in his favour, Applicant/Allottee shall construct building thereon, in accordance with its permitted use, after seeking all necessary permissions and approvals (including approval of building plans) from all appropriate department(s)/agency(ies) in accordance with law.
  - 7.6.3 Applicant/Allottee shall have to get the soil of the plot tested prior to the start of construction and will have to take advice of qualified structure engineer prior to start of construction on said plot. Company shall have no responsibility in case the Applicant/Allottee does not get the testing of soil or does not take the advice of qualified structure engineer or does not follow the advice of qualified structure engineer.
  - 7.6.4 Within 30 (Thirty) days of sanctioning of building plan, Applicant/Allottee shall deposit a true copy thereof, with company.
  - 7.6.5 Applicant/Allottee shall have to construct building on said unit within a period of five years with effect from date of offer of possession of said unit by company. In case Applicant/Allottee fails to construct building, within five years from date of offer of possession, Applicant/Allottee shall be liable to pay extension charges @ Rs. 100/- (Rupees One Hundred Only) per square yard per year to company with effect from sixth year from the date of

offer of possession. In case Applicant/Allottee fails to construct building on said unit within fifteen years from the date of offer of possession of said unit, said unit shall be liable to be resumed by company in accordance with clause 9.1 below. Extension charges mentioned in this sub-clause shall be subject to such enhancement, which the company may deem fit and proper from time to time.

7.7 Following conditions shall be applicable only in cases, where said unit is an Independent Floor or a Built Up Flatted Shop

7.7.1 Applicant/Allottee shall never make any alteration in said unit. Applicant/Allottee shall never add nor remove any wall, pillar or slab. Applicant/Allottee shall never lay down any separate utility lines (i.e., water, sewage lines, etc.)

7.7.2 Applicant/Allottee shall be liable to keep his unit in repaired condition.

7.7.3 Applicant/Allottee shall have no right to change the front elevation or outer colour scheme of building containing said unit.

7.7.4 Overall maintenance of building containing said unit shall be that of all unit holders in said building, collectively. All costs of all repairs and maintenance which are common to the building shall be borne by all unit holders in said building in proportion to their respective super area in said building.

7.7.5 Stair case and corridors shall be for common use of occupants of all Independent Floors in building. Applicant/Allottee shall not keep any of their materials in stair case and corridors. Applicant/Allottee shall ensure that none of their materials should protrude in stair case or in the corridors.

7.7.6 Applicable only for Independent Floors: Roof Rights shall be with the owner of top floor in the building. However it is clarified that overhead water tanks and Cable Television Antennas of all Independent Floors shall be installed at roof of building and all Independent Floor holders and their representatives shall have excess to the roof for necessary repairs and maintenance of their water tanks and antennas. Water motors for all Independent Floors shall be installed in front verandah at ground floor.

7.7.7 Applicable only for Built Up Flatted Shop: Terrace rights (including rights to construct additional floor) shall always vest with company and no unit holder shall have any right to use the terrace for any purpose.

7.8 Following conditions shall be applicable only in cases, where said unit is Villa or a Built Up independent shop

7.8.1 Applicant/Allottee shall never make any alteration in said unit, without obtaining prior permission/sanctions and approvals from concerned department and authorities and submitting copy of such permission/sanction/approval with company.

7.9 Violation of any of the above terms of usage of said unit shall be considered as material breach of terms and conditions of the allotment and consequences mentioned in clause 9.1 and 9.2, below shall follow.

8. **ASSIGNMENT:**

8.1 Applicant/Allottee may transfer/assign his claims/interests in the allotment or in said unit after obtaining 'No Objection Certificate' from company. Issuance of 'No Objection Certificate' shall be dependent on then prevailing policies of company (including levying of Transfer fees/charges).

8.2 Violation of above clause shall be considered as material breach of terms and conditions of the allotment and consequences mentioned in clause 9.1 and 9.2, below shall follow

9. **CONSEQUENCES OF MATERIAL BREACH OF TERMS AND CONDITIONS**

9.1 In case Applicant/Allottee commits any material breach of any term or condition of the allotment, company shall be entitled to cancel the allotment (including the sale deed, if executed) and resume possession of said unit. This will entail compulsory re-conveyance of said unit to company. In case of re-conveyance, company shall refund the aforesaid consideration of said unit to Applicant/Allottee without any interest or other appreciation after deducting/adjusting the earnest money and other amounts due to the company/maintenance agency. Costs of re-conveyance including stamp duty shall be borne by applicant/allottee.

9.2 Applicant/Allottee undertake to indemnify and keep the company and maintenance agency indemnified from all losses and damages, which the company or maintenance agency may suffer or sustain due to any act of omission or commission of Applicant/Allottee.

10. **LOANS:**

10.1 Applicant/Allottee may avail of loan for making the payment of consideration of said unit to company from any bank or financial institution at his own responsibilities, risks, costs and consequences. It is clarified that Applicant/Allottee shall have no right to force the company to comply with requirements or formalities of any bank or financial institution.

10.2 Company may avail of or continue to avail of any financial assistance or loan from any bank or financial institution for the purposes of development of said colony and Applicant/Allottee shall have no objection if company mortgage the land for said colony or any structure constructed thereon or any part thereof, as security for this purpose. However prior to executing sale deed of said unit in favour of Applicant/Allottee, company shall ensure that said unit is free from all liens, charges and encumbrances.

11. **MISCELLANEOUS**

- 11.1 Unit number and size thereof mentioned in the application form or provisional allotment letter shall be tentative, which the company may change unilaterally, if such change is considered necessary by the company. It is clarified that in case of alteration in size of unit, total cost/price of said unit payable by Applicant/Allottee to company shall also change proportionately.
- 11.2 Applicant/Allottee shall never hold the company liable/responsible in case there is any delay in the completion of development of said colony or delay in delivery of possession of said unit to Applicant/Allottee.
- 11.3 Following conditions shall be applicable only if said unit is an Independent Floor or villa or built up flatted shop or built up independent shop: -
  - 11.3.1 Company shall determine the lay-out plan of said unit, exclusively. Applicant/Allottee shall have no say in this respect.
  - 11.3.2 Company shall determine the nature of construction and type of material to be used for construction of said unit. Applicant/Allottee shall have no say in these respects.
  - 11.3.3 Specifications of said unit, if ever informed to Applicant/Allottee shall be considered as tentative and company shall always have the right to change the same.
  - 11.3.4 Applicant/Allottee shall never make any complaint regarding construction or regarding any material used in construction of said unit/building. If Applicant/Allottee notices any defect in construction, leakage or seepage, Applicant/Allottee shall get it rectified as his own responsibility and at his own costs.
- 11.4 By making payment of club membership fee, applicant/allottee will not get any ownership rights in property or assets of the club. These payments will merely allow the applicant/allottee to enter into the premises of club and use the facilities as per Rules and Regulations of Club on payment of regular subscription and user charges.
- 11.5 For availing the facilities like School, etc. within said colony Applicant/Allottee will have to fulfill all requirements thereof and will have to pay their charges/fees etc. separately.
- 11.6 Allotment made by company shall be provisional in nature, vesting no right in the said Unit in favour of applicant/allottee. Allotment shall get confirmed only upon execution of said deed of said unit in favour of applicant/allottee. Till the execution of sale deed all payments made by applicant/allottee shall be treated merely as 'advance'. In case the allotment is not confirmed due to any reason whatsoever, right of the applicant/allottee shall be limited only to the extent of demanding refund of amount actually paid by applicant/allottee to company without any interest or appreciation or compensation.
- 11.7 Applicant/Allottee has checked, verified and appraised himself with all the laws, rules, regulations, notifications, circulars and policies of the Government which are

applicable on said colony. Applicant/Allottee undertakes to comply with the same in letter and spirit.

- 11.8 The allotment is subject to policies of the Government, terms and conditions of permissions/licenses issued by the Government and restrictions issued/imposed by Aligarh Development Authority and other Government Authorities/Bodies including local Government/body/Municipality. Applicant/Allottee hereby undertakes to abide by such policies, terms & conditions and restrictions.
- 11.9 Applicant/Allottee has checked, verified and satisfied himself regarding the authorities and entitlements of company to develop said colony. Applicant/Allottee has seen the relevant documents/papers and is fully satisfied that company has right and authority to allot said unit to Applicant/Allottee.
- 11.10 Applicant/Allottee confirms that he has seen and understood the plans, designs, and specifications of said colony and agrees to the same. Applicant/Allottee also agrees that company may make such variations, additions, alterations therein as it may in its sole discretion deem fit and proper. Such changes/alterations in plans, designs, and specifications of said colony may result in changes in dimensions or area of said unit, to which the Applicant/Allottee, hereby give his irrevocable consent.
- 11.11 Company shall exclusively determine as to what kind of materials are to be used in development of said colony and what kind of services shall be provided in said colony. Applicant/Allottee shall have no say in these regards.
- 11.12 Applicant/Allottee will never interfere in the activities of company or in development of said colony.
- 11.13 Applicant/Allottee shall from time to time execute further documents and agreements including the Maintenance Agreement as may be required by company in company's standard formats. In case the Applicant/Allottee fails to execute any document or agreement so required by company within 15 (fifteen) days of demand thereof (including on the ground of non acceptance of any clause or condition) it will be considered as material breach of terms and conditions of the allotment and consequences mentioned in clause 9.1 and 9.2, above shall follow.
- 11.14 Foreign Applicant/Allottee and Applicant/Allottee having NRI status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. In case, it is ever found that any provision of any applicable law is not complied with or violated, it will be considered as material breach of terms and conditions of allotment and consequences mentioned in clause 9.1 and 9.2, above shall follow.
- 11.15 Applicant/Allottee shall have no right to change or ask for change in the name of said colony. Company may at any time change the name of said colony. Company shall also be entitled to give any other name to any particular building/tower forming the part of said colony.



- 11.16 Applicant/Allottee shall not be entitled to seek cancellation of application or the allotment. However company may in its sole discretion/prerogative accept Applicant/Allottee's request (if any) [which request must be accompanied by 'No Objection Certificate' of broker' to cancel the application/allotment but in such a situation company shall be entitled to forfeit the earnest money and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by company on this transaction from amount refundable to Applicant/Allottee. Applicant/Allottee shall not be entitled to claim any interest/compensation from company in case booking through broker only.
- 11.17 Applicant/Allottee has mentioned his addresses in the application form. In case of change in address, Applicant/Allottee shall inform the company in writing through registered post alongwith self attested copy of proof of his new address. Company shall send its all letters/notices and communications to Applicant/Allottee at his address as per its records through registered/speed post or through courier. All such Letters/notices and communications so sent to Applicant/Allottee shall be deemed to have been duly received by Applicant/Allottee within 72 (seventy two) hours after dispatch. In case of joint Applicant/Allottees, all communication shall be sent by company only to the Applicant/Allottee whose name appears first. Such communications shall for all purposes be considered as served on all Applicant/Allottees and no separate communication shall be necessary to be given to the other joint Applicant/Allottees.
- 11.18 Applicant/Allottee shall send all communications/letters to the company only through registered/speed post at company's office situated at "B-1/21, Sector 11, Delhi Mathura Road, Faridabad – 121 006" or at such other address which the company may declare in writing for this purpose.
- 11.19 Delay or indulgence by Company in enforcing any term or condition of the allotment or any forbearance or giving time to Applicant/Allottee shall not be construed as a waiver on the part of Company nor shall the same in any manner prejudice any right of Company.
- 11.20 If any provision or term or condition of allotment is held to be void or unenforceable by any competent Court/Authority, such provision/term/condition shall be deemed to have been deleted so far as it is reasonably consistent with the purpose of the allotment and remaining provisions, terms and conditions of the allotment shall remain valid and enforceable.
- 11.21 For all intents and purposes including for interpretation of terms and conditions of the allotment, a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
- 11.22 Company shall not be bound by any verbal or written commitment or assurance alleged to have been given by any person whomsoever, which may be beyond the scope of these standard terms and conditions.

12. **DISPUTE RESOLUTION**

- 12.1 Rights and obligations of parties arising from or concerning the allotment shall be construed and enforced in accordance with the laws of India.
- 12.2 In case of any dispute between the applicant/allottee (including their successors) and the company concerning the allotment or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated exclusively by company. Arbitration shall be held at Faridabad. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason whatsoever, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/agreement between the parties.
- 12.3 Subject to arbitration clause as stated above, for all other legal matters between the company and Applicant/Allottee Courts/Tribunals/Forums at Aligarh shall have the exclusive jurisdiction.

I/We hereby irrevocably accept and agree to abide by the aforesaid Standard Terms & Conditions.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signatures of applicant(s)

## **DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

### **Resident of India:**

- Copy of PAN card
- Address Proof

### **Partnership Firm:**

- o Copy of PAN card of the partnership firm.
- o Copy of partnership deed
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.
- Address Proof

### **Private Limited & Limited Company:**

- o Copy of PAN card of the company.
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary/Director of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.
- Address Proof

### **Hindu Undivided Family (HUF):**

- o Copy of PAN card of HUF.
- Authority letter from all coparceners of HUF authorizing the Kart to act on behalf of HUF.
- Address Proof

### **NRI/Foreign National of Indian Origin:**

- o Copy of the individual's Passport
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque, all payments should be received from the NRE/NRO/FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.
- Address Proof

Note: 3 passport size photographs of the applicant(s) required in all cases. Copies of all the documents must be self-attested by the concerned applicant.