





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

Full Booking Amount Received Yes  No

Name and Signature of Manager who has made entry in the system :

Dated

Authorised Signatory ..... Approved by.....