



**BRY'S BUZZ**  
SUPER LUXURY BRANDED GREEN RESIDENCES

**Application Form**

**Application for Allotment of Residential Apartment  
at Brys Buzz  
Sector 150, Noida Expressway**

To

**M/s. BRYs INTERNATIONAL PRIVATE LIMITED**

A-64, Sector-63, Noida

Gautam Budh Nagar (U.P.)

Dear Sirs,

I/We request that I/we may be provisionally allotted a residential apartment in **BRYs BUZZ** at Plot No. SC 01/A-2, Sector 150, Noida Expressway under your:

Down Payment Plan  Flexi Payment Plan  Construction Linked Plan

I/We remit herewith a sum of Rs. ....

(Rupees..... only)

by Cash/Bank Draft/Cheque No./RTGS.....dated .....

drawn on .....towards booking amount.

In the event of **M/s. BRYs INTERNATIONAL PVT. LTD.** (hereinafter called the **Developer**) agreeing to provisionally allot an apartment, I/We agree to pay further instalment of the basic price and all other charges as stipulated in this application and to be mentioned in the Allotment Letter as per Payment Plan as explained to me/us by the developer and understood/agreed 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 developer 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 with the Developer agreeing to abide by the terms and conditions laid down therein then the allotment shall become final and binding upon the developer.

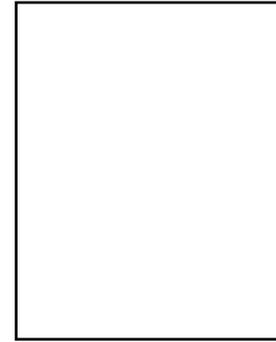
I/We agree to abide the terms and conditions of this application as laid down herein and in the Allotment Letter to be executed with the Developer in due course of time.

.....  
Signature of the Applicant(s)

\*In case of joint applicant(s) communication sent to the first named applicant shall be deemed to have been sent to all the applicant(s).

**My/our particulars are given below for your reference and record.**

**SOLE / FIRST APPLICANT**



Name: Mr./Mrs./Dr./Ms. ....

Son/Wife/Daughter of: .....

Guardian's Name (if minor): .....

Date of Birth:

Wedding Anniversary

Nationality: ..... Profession: .....

IT PAN: ..... Passport No.: .....

Residential Status:

Resident

Non Resident Indian

Person of Indian Origin

Others

Permanent Address: .....

.....

City .....

State ..... PIN Code

Phone: Home ..... Work ..... Mobile .....

Email: .....

Correspondence Address (for Sole / First Applicant): .....

.....

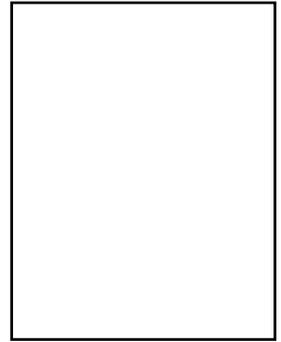
City ..... State ..... PIN Code

Phone: Home ..... Work ..... Mobile .....

.....  
Signature of the Applicant(s)

\*In case of joint applicant(s) communication sent to the first named applicant shall be deemed to have been sent to all the applicant(s).

**JOINT / CO-APPLICANT**



Name: Mr./Mrs./Dr./Ms. ....

Son/Wife/Daughter of .....

Relationship with the First Applicant: .....

Guardian's Name (if minor): .....

Date of Birth:

Wedding Anniversary

Nationality: ..... Occupation: .....

IT PAN: ..... Passport No.: .....

Residential Status:

Resident

Non Resident Indian

Person of Indian Origin

Others

Permanent Address: .....

.....

City .....

State ..... PIN Code

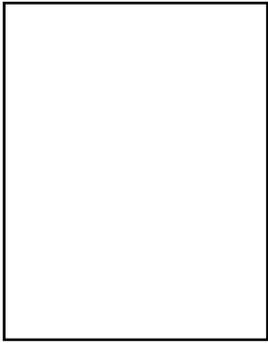
Phone: Home ..... Work ..... Mobile .....

Email: .....

.....  
Signature of the Applicant(s)

\*In case of joint applicant(s) communication sent to the first named applicant shall be deemed to have been sent to all the applicant(s).

**JOINT / CO-APPLICANT**



Name: Mr./Mrs./Dr./Ms. ....

Son/Wife/Daughter of .....

Relation with the First Applicant: .....

Guardian's Name (if minor): .....

Date of Birth:

Wedding Anniversary

Nationality: ..... Occupation: .....

IT PAN: ..... Passport No.: .....

Residential Status:

Resident

Non Resident Indian

Person of Indian Origin

Others

Permanent Address: .....

City .....

State ..... PIN Code

Phone: Home ..... Work ..... Mobile .....

Email: .....

.....  
Signature of the Applicant(s)

\*In case of joint applicant(s) communication sent to the first named applicant shall be deemed to have been sent to all the applicant(s).

COMPANY AS AN APPLICANT

Name of Company: .....

Date of Incorporation & Registration No: .....

Authorised Person/Director .....

IT PAN: .....

Address of the Registered Office: .....

.....

City .....

State ..... PIN Code 

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Correspondence Address: .....

.....

City .....

State ..... PIN Code 

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Phone: Office ..... Work ..... Mobile .....

Email: .....

Date of Board Resolution/Power of attorney authorizing

the Company official to sign the application form.....

.....  
Signature of the Applicant(s)

\*In case of joint applicant(s) communication sent to the first named applicant shall be deemed to have been sent to all the applicant(s).

**PROVISIONAL REGISTRATION FOR THE FOLLOWING RESIDENTIAL APARTMENT**

**(i) Residential Apartment Types**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> 2 BHK + STUDY  | <input type="checkbox"/> 3 BHK - GOLD          | <input type="checkbox"/> 3 BHK - PLATINUM          |
| <input type="checkbox"/> 3 BHK - VILLA  | <input type="checkbox"/> 3 BHK - DUPLEX - GOLD | <input type="checkbox"/> 3 BHK - DUPLEX - PLATINUM |
| <input type="checkbox"/> 4 BHK          | <input type="checkbox"/> 4 BHK - DUPLEX        | <input type="checkbox"/> 5 BHK - DUPLEX            |
| <input type="checkbox"/> 6 BHK - DUPLEX | <input type="checkbox"/> 6 BHK                 | <input type="checkbox"/> VILLA                     |

(ii) Apartment No..... (iii) Floor No.....

(iv) \*Super Area sq. ft..... sq. mtr.....

**PAYMENT PLAN:**

- Down Payment       Flexi Payment       Construction Linked

(i)	Basic Sale Price	₹
(ii)	Preferential Location Charges	₹
(iii)	Basement /Podium Car Parking Charges <input type="checkbox"/> No. of Parking (Two car parking mandatory)	₹
(iv)	Lease Rent @ ₹ 95 per sq. ft.	₹
(v)	Interest Free Maintenance Security & Capital Replacement Fund	₹
(vii)	Club Membership	₹
(vii)	Electric Installation & 100% Power Backup Installation Charges ..... KWA @ ₹ 40,000/- per KWA (Minimum five KWA mandatory)	₹
<b>TOTAL</b>		₹

\*Super Area shall mean and includes the covered areas, areas under walls, full area of galleries and balconies, and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under corridors, passages, staircases, lifts and lift rooms, electric sub-station, club water tanks, architectural features, entrances and exits of the building plus proportionate share of the service areas to be utilized for common use and facilities and including all easement rights attached to the said apartment.

\* 1 sq. mtr. = 10.764 sq. ft.

.....  
Signature of the Applicant(s)

**ADDITIONAL INFORMATION FOR NRI/FOREIGN NATIONAL(S) OF INDIAN ORIGIN**

A) Name of the Bank & Branch.....

NRE Account No.....  NRO Account No.....

FCNR Account No.....

B) For the purpose of remitting funds from abroad by the intending applicant /allottee, the following particulars of beneficiary have to be provided.

Beneficiary's Name .....

Beneficiary's Account No.....

Bank Name.....

Branch Name.....

Bank Address .....

Swift Code.....

C) Address of Residence abroad

City.....

Street..... PIN/Zip.....

State..... Country.....

Phone (Home)..... Phone (Work).....

Mobile..... Fax.....

E-Mail.....

**DECLARATION**

1. I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge and nothing relevant has been concealed or suppressed. I/We also undertake to inform the Developer of any changes in future relating to the information and details shown in this Application Form.
2. I/We hereby also declare that I/we have read and understood the terms and conditions and all other information/conditions stated in the accompanying GENERAL TERMS & CONDITIONS including Sale consideration of the apartment & payment plan. By signing this application form, I/we do hereby accept and agree to abide the terms & conditions of the Application, which may be modified or amended by the Developer.
3. I/We hereby give my/our irrevocable consent to become member of a body of the Apartment Owners to be formed in accordance with the applicable acts, rules and by-laws and execute necessary documents as and when required.
4. I/We have signed this application form after having read and understood the contents set forth herein.
5. I /We confirm that the sale is direct / through Sales Associate Mr./M/s. ....

.....  
Signature of the First/Sole Applicant

.....  
Signature of Co-Applicant(s)

.....  
Signature of Co-Applicant(s)

**FOR OFFICE USE ONLY**

**Provisional Registration of apartment**

Application: Accepted/Rejected

Type..... (Apartment)

Tentative Apartment No..... Floor..... Tower/Building No.....

Super Area of Apartment..... Sq. Mtr..... Sq. Ft. Parking Spaces(s) Nos.....

Basic Price @ Rs. .... per Sq. Ft./per Sq. Mtr.

Preferential Location Charge(PLC) @ Rs. .... per Sq. Ft./per Sq. Mtr.

Aggregating to Rs..... (Rupees..... only)

Payment Plan.....

Mode of Booking-Direct/Business Development associate/Channel Partner.....

Special Instructions/Remarks.....

.....  
Sr. Manager/ Manager/AVP/Sales Manager

.....  
VP (Sales & Marketing)

.....  
CMD/Director

**CHECK-LIST FOR RECEIVING OFFICER:**

- (a) Application money Demand Draft/Pay Order/Cheque/RTGS.
- (b) Customer's Signature on all pages of the Application form at portions indicated.
- (c) PAN No. & copy of PAN Card/ Undertaking.
- (d) If the applicant is NRI, the Applicant is required to furnish a true copy of the Applicant's valid Passport.
- (e) If the Applicant is a PIO, the Applicant is required to furnish a true copy of the Applicant's valid Passport & document evidencing PIO status.
- (f) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory.
- (g) Self attested photographs of the applicant, co-applicant.
- (h) Partner to sign application/documents.
- (i) Form submitted through authorized representative.
- (j) Authorization/POA duly attested where a person is signing the application.
- (k) Email ID and mobile No. of the applicant(s).
- (l) Direct sale or through Sales Assocaite.
- (m) Proof of residence(Ration card/electricity bill/phone bill/driving license/voter's identity card).
- (n) Remarks, if any: .....

.....  
Name & Signature of the Sales Person

# GENERAL TERMS & CONDITIONS

## I. WHO CAN APPLY

1. An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian Citizen or Non-Resident Indian or a Person of Indian origin, Resident in India or abroad (in case of minor, age proof and name of natural/legal guardian is required). Joint application by only two natural persons/guardians is permitted. Indian Resident applicant(s) should attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/ Person of Indian Origin (PIO) should attach a copy of the document showing their NRI/PIO status with the filled Application Form.  
In case of foreign remittance the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the NRI/PIO applicant(s).
2. Other entities, i.e. a body corporate incorporated in India or partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) are required to be submitted along with the application form).

## II. APPLICATION FOR ALLOTMENT

1. That the term Applicant(s) shall mean and include his/her/their/ heirs, executors, administrators, successors and legal representatives.
2. The expression 'Allotment' wherever used herein (including in the application form) shall always mean 'Provisional Allotment' and will remain so till such time a formal registered agreement for sale/ sub lease deed is executed by M/S BRY'S INTERNATIONAL PVT. LTD. (herein after called the Developer) in favour of the applicant(s). However, the provisional allotment shall be subject to timely payment of the total sale consideration and all related dues to the DEVELOPER.

## III. APPLICATION PROCEDURE

1. The completed and duly signed application form is to be submitted to the Developer along with the Demand Draft / Pay Order / Cheque in favour of 'BRY'S INTERNATIONAL PVT. LTD.' i.e. payable at Delhi/ Noida towards Application money.
2. The DEVELOPER will acknowledge receipt of the Demand Draft/ Pay Order/Cheque by issuing the acknowledgement slip/receipt.
3. If any of the cheque submitted by the applicant(s) to the DEVELOPER is not honored by the bank, for any reasons then the DEVELOPER shall intimate the applicant(s) of the dishonoring of the cheque and the applicant(s) would be required to tender a Demand Draft of the same amount to the DEVELOPER within ten(10) days from the date of dispatch of such intimation by the DEVELOPER and the same shall be accepted subject to further payment/reimbursement of 'Dishonor Charges' of Rs. 2000/- (Rupees Two Thousand only) for each dishonor. In the event the said Demand Draft in lieu of dishonored cheque is not tendered within the stipulated time period mentioned herein, then the allotment will stand cancelled.

## IV. ALLOTMENT PROCEDURE

1. The DEVELOPER will communicate its decision to the applicant(s) within 30 (Thirty) days from the date of receipt of the application. If the application is not accepted, the application money will be refunded without interest.
2. If the application is accepted by the DEVELOPER, the applicant(s) will be sent a communication within the time mentioned above to that effect by way of an Allotment Letter (hereinafter referred to as "the said Allotment Letter") executed between the DEVELOPER and the applicant(s).
3. The applicant(s) agree(s) to abide the terms and conditions to be set forth in the said Allotment Letter formally accepting the terms of sale. The applicant(s) agree(s) to comply with all statutory requirements, as applicable from time to time. On acceptance of the application by the DEVELOPER, the application money shall be treated as 'Earnest Money' towards booking of an apartment. The Applicant(s) shall be required to make payments in accordance with the agreed payment plan.

## V. SCRUTINY, REJECTION AND REFUNDS

Application remaining incomplete or deficient in any respects and/or are not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application(s) containing false information, as furnished by the applicant(s) are liable to be summarily rejected and allotment shall stand cancelled. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable charges.

This application is a mere request by the applicant(s) for the allotment of apartment in the complex and the DEVELOPER reserves the right to accept or refuse the allotment of apartment without assigning any reason whatsoever.

## VI. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

Applicant(s) may withdraw their application prior to the allotment and may claim the refund of the amount paid without any interest, within 60 (sixty) days from the date of receipt of the communication of withdrawal.

The DEVELOPER on default of payment by the applicant(s), shall be entitled to cancel the allotment. In such event the amount paid by the applicant(s) shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:

- (i) Application Money or the Earnest money ( 10% of sale consideration of super area) paid whichever is higher subject to a maximum of 10% of the Sales Price.
- (ii) Interest paid by the applicant(s) on default payments.
- (iii) All taxes paid on due Installments.

The DEVELOPER shall exercise the right of cancellation/termination of the allotment subject to the following terms and conditions:

- (a) Upon non receipt of payment within due date, the DEVELOPER shall issue a demand notice to the applicant(s) to pay the amounts due within 30 (thirty) days from due date. The Applicant(s) shall be liable to pay the due amounts with interest accrued thereon.
- (b) Upon non-payment, the DEVELOPER shall at its sole, absolute with unfettered discretion be entitled to cancel/terminate the allotment on expiry of the 45 (forty five) days period as mentioned in the notice. The DEVELOPER will send a cancellation / termination advice without any further demand notice to the applicant(s).
- (c) Upon the cancellation and termination of the said Allotment Letter , the DEVELOPER shall be at a liberty to sell or otherwise dispose of the apartment including the right to use the parking space(s), at such price, in such manner and on such terms and conditions as the DEVELOPER may at its sole, absolute and unfettered discretion may deem fit and the applicant(s) not be entitled to raise any objection or dispute in this regards.
- (d) In the event, agreement/sub lease is executed and registered then in that event, the applicant(s) agree(s) and undertake(s) to execute a deed, document, or writing including the cancellation deed to cancel the agreement, the balance amount, if any shall be paid to the applicant(s) only upon the cancellation of the agreement and / or receipt of the cancellation deed, documents, writings as aforesaid.

In the event of cancellation of allotment as aforesaid, the DEVELOPER shall be entitled to file declaration with respect to termination and cancellation of the allotment, before the Sub Registrar of Assurances.

## VII. TRANSFER OF APARTMENT(S) AND TRANSFER FEE AND OTHER CHARGES:

1. The Applicant(s) subject to the applicable law, shall have a mere contingent right to transfer his/her/their rights in the apartment in the name of his/her/them nominee at any time subject to making the payment of entire sale consideration as per allotment terms in respect of the apartment, subject to the absolute discretion of the Developer granting or refusing such permissions and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for granting such permission including but not limited to the execution of the fresh application/agreement by the nominee of the Applicant(s) with the Developer, submitting all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Developer and furnishing all such affidavits, undertakings, indemnity bond and other documents as may be deemed necessary by the Developer for granting such permissions. Notwithstanding anything contained herein in this allotment letter the Applicant(s) shall not be entitled to transfer his/her/their right(s) in the apartment in the name of his/her/their nominee until and unless the Developers hands over the possession of the apartment. In any case, every such application for substitution of the name of the transferee/nominee of the Applicant(s) in its place shall not be entertained unless it is in writing in the format prescribed by the Developer and accompanied by such administrative charges as may be applicable as per prevailing policy of the Developer.
2. Anytime after allotment and before the execution & registration of the agreement in respect of the apartment the inclusion/ deletion of the name/s of the spouse or children, dependent parents of the original applicant(s) as new Joint applicant(s) or change of Joint applicant(s) or swapping /interchanging between the First and Second/Joint Applicant(s) is permissible subject to charges of Rs.50,000/- (Rupees Fifty Thousand only) and taxes etc. if any.
3. The request for transfer, inclusion, deletion or swapping between the applicant(s) shall be allowed anytime before execution of the agreement for sale and subject to clearing all the sums that shall be due and payable to the DEVELOPER on the date of submission of the request application.

## VIII. DOCUMENTATION FOR TRANSFER

1. In case, the applicant(s) fail(s) or neglect(s) to get the agreement/ sub lease deed registered within the date notified, physical possession of the apartment to the applicant(s) may be withheld by the DEVELOPER and penalty, if any, payable under relevant laws for delay in completion of the registration of agreement /sub lease deed will be payable by the applicant(s) till the registration of the agreement /sale deed/ sub lease deed/conveyance deed is effected. The DEVELOPER shall have the right to cancel the allotment in case the applicant(s) fails to have the agreement registered within 30 (thirty) days from the date notified to the applicant(s). Upon such cancellation, the amount received from the applicant(s) will be refunded without any interest but after deduction of applicable charges.

.....  
Signature of the Applicant(s)

- The applicant(s) will be required to pay, on demand, to the DEVELOPER or to the concerned authorities, the applicable stamp duty & registration charges for registration of the agreement / deed of transfer/sub lease deed of his/her their respective apartment(s).

#### **IX. GENERAL**

**The terms and conditions given below are of indicative nature with a view to acquaint the applicant(s) with the terms and conditions of allotment which upon issuance of Allotment letter shall supercede the terms and conditions set out in this application.**

- The Applicant(s) is/are aware that the Developer has acquired the Development and Sales Rights through Collaboration Agreement in a lease hold plot bearing no. SC-01/A-2, Sector-150 admeasuring 28326.30 Sq. Meter, having Residential FAR 60000 Sq. Meters (645834.6 Sq.feet). The Developer is entitled to develop the Residential, Housing sporting facilities and Sport facilities including Pro-shops/Food & Beverages, Indoor multipurpose Hall including Badminton Rock climbing, internal roads & park, circulation space, carpeting & utilities etc. in the said lease hold plot.
- The Applicant(s) confirm(s) that the Developer is entitled to the permitted development on the plot as per the terms of the Brochure, Master Plan Approval, Land Use Policy, Sub-Lease Deed and in accordance with other sanctions, approvals, and consents of the Noida and/or other concerned Authority(s) and also in accordance with other applicable laws, rules & regulations. The Developer is further entitled to sale, lease or otherwise dispose of residential apartments proposed to be constructed on the lease hold plot at its sole and absolute discretion, however subject to the necessary arrangements/agreements including Collaboration Agreement.
- The Applicant(s) has/have inspected, seen and understood the tentative building plans, ownership record of the lease hold land & other various approvals granted by the Noida Authority in favour of the Lessee/Sub-lessee/Developer and all other necessary documents relating to the title of the lease hold land and the rights of the Developer to develop the residential complex including other facilities on the lease hold plot bearing no. SC-01/A-2, Sector-150 admeasuring 28326.30 Sq. Meter, having residential FAR 60000 Sq. Meters (645834.6 Sq.feet). The Applicant(s) confirms that he/she/they is/are fully satisfied in all respects with regard to the rights, title and interest of the Lessee/ Sub-Lessee/Developer in the said lease hold plot.
- The Applicant(s) confirm(s) that the Developer has readily provided all information, clarification and explanation as required by the applicant(s) and the applicant(s) has/have not relied solely upon and is/are not influenced by any architect's plan, sales plan, sales brochure, advertisement, representations, statements or estimates of any nature whatsoever, whether written or oral made by the Developer, its selling agents/brokers or otherwise including but not limited to any representation relating to description of physical condition of the acquired lease hold land, the building or the apartment or the size or the dimensions of the apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the applicant(s), the estimated facilities, amenities to be made available to the Applicant(s) or any other data except as specifically represented in the letter of Allotment.
- The Applicant(s) has/have confirmed to the Developer that he/she/they is/are accepting the applications terms & conditions with full knowledge of all laws, rules, regulations, notifications etc. applicable in general and to the project in particular and the Applicant(s) has/have clearly read & understood his rights, duties, responsibilities and obligations under each and all the clauses of the letter of the allotment and obligations of the Developers including the risks associated with the Project.
- The Applicant(s) being satisfied in all respects with respect to the marketability, rights, title, interest, designs, specifications, approvals and sanctions and suitability for the proposed construction/development of the project, has/have applied to the Developer for allotment of apartment in BRYZ BUZZ, situated at Plot No. SC-01/A-2, in Sector-150, Noida.
- It is specifically clarified by the Developer and accepted by the applicant(s) that the layout plan of the project, is the tentative layout plan till the final sanction/approval of the Noida Authority. The Applicant(s) agrees and confirms that the super area which forms the basis for calculation of the sale consideration under this letter of allotment is subject to change till the construction /development of the project is completed in all respects and the completion/occupational certificate has been issued by the Noida Authority.
- The Applicant(s) acknowledge(s) that the sale consideration has been fixed based on the taxes and/or other statutory dues as per applicable law /notifications. The applicant(s) understand and agrees that any fresh/future incidence of tax, whatsoever including VAT, Service Tax or statutory demand or any increase on such account, even if it is with retrospective in effect, shall be borne and paid by the Applicant(s) in proportion to and will be calculated on the basis of the super area of the apartment. The Applicant(s) undertakes to pay such enhanced proportionate amount, if any, promptly on demand by the Developer, without any demur and protest.
- The Applicant(s) confirm(s) that he/she/they will make the timely payment of the sale consideration of the allotted apartment. It shall be obligatory on the part of the Developer to send the demand notices, reminders whatsoever regarding payment of instalments, as may be due from the Applicant(s), who shall be liable to pay interest on such delayed payments @18% per annum from the date of instalment /charges due until the date of actual payment received by the Developer.
- The Developer and the Applicant(s) hereby agrees that 10% of the sale consideration of the super area of the apartment shall constitute the "Earnest Money". Timely payment of each instalment of the sale consideration i.e. basic sale price and other charges is the essence of the allotment. In case payment of any instalment as may be specified is delayed, then the Applicant(s) shall pay interest on the amount due @18% p.a. compounded at the time of every succeeding instalment or three months whichever is earlier. However, if the Applicant(s) fails to pay any of the instalments with interest within three months from the due date of the outstanding amount, the Developer may at its sole discretion forfeit the amount of earnest money and other charges including late payment charges and interest deposited by the Applicant(s). In such an event the allotment shall stand cancelled, and the Applicant(s) shall be left with no right to claim earnest money as stated hereinabove except the refund of the balance amount without any interest after deduction of any tax amount due or payable and any other amount of a non refundable nature including brokerage charges paid by the Developer to the broker.
- In the event, the Applicant(s) request(s) to surrender the allotment, for any reason whatsoever, at any point of time then the Developer may at its sole discretion cancel/ terminate the allotment and after forfeiting the earnest money as stated hereinabove may agree to refund the balance amount to the Applicant(s) without any interest after deduction of any tax amount due or payable and any other amount of a non refundable nature including brokerage charges paid by the Developer to the broker.
- The Applicant(s) agree(s) that in case of any major alteration / modification resulting in more than ±5% change in the super area of the apartment or material change in the specifications of the apartment, any time prior to and/or upon the grant of occupation/ completion certificate by the Developer's architect or by the competent authority, the Applicant(s) will be informed in writing by the Developer the impact of such change in the sale consideration of the apartment either to be paid by him or refunded to him by the Developer as the case may be. The Applicant(s) agree(s) to inform the Developer in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Applicant(s) shall be deemed to have given his consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the permitted time and the Developer decides to go ahead with changes, then the allotment shall be deemed to have been cancelled and the Developer's only liability will be limited to refund the entire money received as on date from the Applicant(s) along with interest @ 9% per annum only that is further subject to deduction of TDS/other statutory dues. The Applicant(s) agree(s) that he/she they shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Developer shall be free to deal with/ dispose of the said apartment in a manner in which it may deem fit.
- Sale Consideration includes the cost of equipments/appliances as mentioned in the schedule of specifications. All the equipments/appliances to be provided in the apartments / complex are mainly indicative and subject to change. The Applicant(s) further agree(s) and understand(s) that the Developer shall have the option to select and finalise the brand of the equipments/appliances to be installed and the Applicant(s) shall not have the right to raise any dispute or claim with regard to the brand installed by the Developer in the apartments. The Applicant(s) agree(s) and understand(s) that the Developer is not giving any warranty or guarantee with regard to the equipments/appliances installed in the apartments. The guarantee and warranty is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers / manufacturers of all the equipments/appliances to be provided in the apartments will be handed to the Applicant(s) at the time of possession. Thereafter, the Developer shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the apartments. The Developer shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipments/appliances installed in the apartments. The Applicant(s) agree(s) and understand(s) that he/she/they shall be solely responsible for operation and maintenance of the equipments/appliances and any consequences thereof.
- The Applicant(s) agree(s) and undertake(s) to pay all government rates, tax on land, municipal tax, property taxes, wealth tax, 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 complex/ building/apartments or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the Applicant(s) till the apartments is/are assessed separately.
- In every case of delayed payment (irrespective of the type of payment plan), acceptance of such delayed instalment/payment alongwith interest, as stated herein above shall be without prejudice to the rights of the Developer including the right to cancel allotment of an apartment at the sole and absolute discretion of the Developer. The acceptance of the delayed payment and/or interest due thereon shall not be deemed to be a waiver of the rights of the Developer accrued as a result of not making the payments on or before the respective due dates.
- The Applicant(s) hereby understand(s), agree(s) and expressly permit(s) the Developer to appropriate all payments made by the Applicant(s) first towards the outstanding interest and thereafter to appropriate the remainder, if any, against the arrears of instalments and finally the remaining amount, if any, towards current instalment.
- The Applicant(s) has/have also understood and agreed with the Developer that if for any reason any changes are required to be made in accordance with the mandatory requirement of the bye-laws of the Authorities or by the Architect or by the Developer before or after the sanction of any plans, resulting in the reduction or increase in the area agreed to be allotted or any change whatsoever including change in its shape or location or deletion of any floor or apartment or tower, the Applicant(s) shall have no right to raise any claims monetary or otherwise, except that the sale consideration will be calculated on the changed area proportionately as agreed above. Alteration/changes may inter-alia also involve all or any changes in the apartments namely change in the position or location of the apartments, change in the number of apartments, floor, its planning, dimensions and in its area.

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Signature of the Applicant(s)

18. The Developer shall have the absolute right to add, construct additional floors, apartments etc, in addition to the present, sanctioned building plans, layout, and floor plans and to sell or rent/lease such additional apartments or areas thereon as the Developer may in its absolute discretion think fit, however, subject to the approval/sanctions of the Noida Authority. The Developer or their transferees and/or their tenants of such additional areas or apartment shall have the same rights as of the Applicant(s) to use all the common areas and other common amenities and services available within the complex.
19. Subject to the other terms and conditions of this application/allotment, and subject to timely payment of the sale consideration and other charges and dues, the Applicant(s) shall be entitled to the (a) ownership of the apartment (b) undivided interest and the right to use common areas and facilities along with the other apartment owners (c) right to exclusive use of the parking space(s) and (d) undivided proportionate interest in the foot print of the building calculated in the ratio of super area of the apartment to the total super area of all apartments in the complex.
20. The Applicant(s) shall only be entitled to the possession of the apartment after making the complete payment of the sale consideration and other charges as payable under the allotment terms.
21. Under no circumstances, the possession of the apartment shall be given to the Applicant(s) unless the entire sale consideration and any other charges payable and due are paid in full along with interest due, if any, have been paid to the Developer by the Applicant(s) in accordance with the Allotment terms.
22. The Applicant(s) agree(s) that soon after receiving the notice of the possession from the Developer, if the Applicant(s) fails, ignores or neglects to take the possession of the apartment within 30 days from the date of the notice of possession, then notwithstanding any other provisions contained herein the Applicant(s) shall be liable to holding charges and apartment shall remain in the custody of the Developer at the sole risk and costs of the Applicant(s). The holding charges @ Rs. 25 per sq. ft. per month shall be a separate in addition to the charges as mentioned hereinabove and is not related to any other charges/consideration as provided in the allotment letter.
23. The Applicant(s) understand(s) that it is mandatory to purchase 2 (two) parking space(s) alongwith apartment. The parking space(s) allotted to the Applicant(s) shall be an integral part of the apartment which cannot be sold/ dealt with independent of the apartment. The Applicant(s) may apply for additional parking space(s) which may be allotted subject to availability and at the prevailing price. All clauses of this Application and the agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the parking space(s) so allotted, wherever applicable. The Applicant(s) agree(s) that parking space(s) allotted to the Applicant(s) shall not form a part of common areas of the apartments/building/complex for the purpose of the declaration which may be filed by the Developer under the Act. Earmarking of specific parking space will be done at the time of giving possession of the apartment. Each allotted parking space will entitle the Applicant(s) the right to park only one vehicle. In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space(s) under no circumstances is separately transferable. This right to use parking space(s) shall not confer upon the Applicant(s) any right of ownership of the space on which such parking facility is provided. Un-allotted parking space(s), if any, shall continue to remain the property and in possession of the Developer. It shall be at the sole discretion of the Developer to allot/use un-allotted parking space as the Developer may deem fit.
24. The Applicant(s) agree(s) and understand(s) that the apartments / building/ complex may be subject to the provisions of the U.P. Apartments (Promotion of Construction, Ownership and Maintenance) Act-2010 read with the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Rules-2011. The common areas and facilities and the undivided interest of each apartment owner in the foot print of the building as decided/specified by the Developer in any declaration (which may be filed by the Developer in compliance of the Act) shall be conclusive and binding on the Applicant(s). The Applicant(s) agree(s) and confirm(s) that the Applicant(s) right, title and interest in the apartments, common areas and facilities and the undivided interest in the foot print shall be limited to and governed by what may be decided or specified by the Developer in such declaration. The Applicant(s) shall be required to join the society/association of the owners of the apartments and the Applicant(s) agree(s) to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer in its sole discretion for this purpose. The Applicant(s) agree(s) that the Developer may in its sole discretion and for the purpose of complying with the provisions of the Act or any other applicable laws substitute the method of calculating the undivided proportionate interest in the foot print of the building and in common areas and facilities in any declaration with respect to the apartments.
25. The Developer shall have absolute right, without requiring any approval/consent of the Applicant(s) to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extra-ordinary in relation to any unsold apartments and the Applicant(s) undertake(s) not to raise any objection or make any claims on this account from the Developer. The Applicant(s) agree(s) that ,if due to any change in the lay-out plan/building plan of the apartments, the apartment ceases to be preferentially located then only the amount of PLC, paid by the Applicant(s) shall be refunded without any interest and such refund shall be made / adjusted in the last instalment as stated in the payment plan opted by the Applicant(s).
26. The Applicant(s) understand(s) and agree(s) that the right of the Developer in the apartment agreed to be conveyed, sold and transferred herein are circumscribed by and subject to the conditions imposed under the Lease/Sub-Lease Deed and the conditions imposed by the Noida Authority or under any Act, Laws Rules & Regulations being in force.
27. The Developer reserves the right to give on lease or hire, any part of the top roof/terrace above the top floor of the building for installation and operation of antenna, satellite dishes, communication towers, other communication equipments etc. and the Applicant(s) agrees that he does/do not have any objection to the same and will not make any claims on this account.
28. The Applicant(s) agree(s) to pay applicable club charges/ club membership fees for the club facilities. The amount shall be paid as and when demanded by the Developer. The actual charges will be payable as per the usages and service availed by the Applicant(s) and the Applicant(s) will be required to sign and execute the necessary documents for membership of the club, which shall contain the detailed terms and conditions.
29. The Applicant(s) agree(s) that the Developer shall not be liable to perform any and/or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall be deemed to have been extended during the continuance of force majeure conditions. If in the opinion of the Developer force majeure conditions continues for a considerable time, then the Developer may in its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this allotment and in case of termination, the Developer shall be entitled to refund of the amounts deposited by the Applicant(s), without any interest or compensation whatsoever, provided the Applicant(s) is not in breach of any of the terms of this allotment terms & conditions.
30. Subject to other terms of this application and the allotment and timely payment of the sale consideration and other amounts, charges and dues the Developer shall endeavour to complete the construction of the apartments within Forty Eight (48) months from the date of booking or the date of start of foundation work at site whichever is later by the Applicant(s) and thereafter the Developer shall offer the possession of the apartments to the Applicant(s). However, in case Developer fails to offer the possession of the apartment, however, subject to force majeure condition, will be liable to pay Rs.25(Twenty Five) only per sq ft, from the date of expiry of 48(Forty Eight) months from the date of start of foundation work at site or the date of booking of the apartment by the applicant(s) whichever is later provided that applicant(s) has paid all his/her/them due instalment on time.
31. The Applicant(s) agree(s) and acknowledge(s) that the Developer, in its sole discretion may abandon the project, without assigning any reason thereof and in such an eventuality, the liability of the Developer shall be limited only to refund the amount received from the Applicant(s), alongwith 9% interest per annum from the date of receipt of such amount and the Applicant(s) shall have no other claim of any nature whatsoever.
32. The Applicant(s) shall be liable to pay all fees, duties, expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/ conveyance deed of the apartment, to the Developer, within the stipulated period as mentioned in the demand letter of the Developer. In case, Applicant(s) fails to deposit the such amounts demanded within the period mentioned in the demand letter, the Developer shall have the absolute right to cancel the allotment of the apartment , forfeit the earnest money and to refund the balance amount, if any, to the Applicant(s), without any interest, but upon realization of money from resale / re-allotment to any other party, provided that the Applicant(s) is not in breach of any terms & conditions of the allotment.
33. The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant(s) to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the Developer may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant(s) that as understood by the Developer at present there are no instructions of the competent authority to restrict any nomination / transfer/ assignment of allotted apartments. However, in the event of any imposition of such instructions at any time after the date of this application/allotment to restrict nomination / transfer/ assignment of the apartments by any authority, the Developer will have to comply with the same and the Applicant(s) has specifically noted the same.
34. In the event the Applicant(s) is/are a non resident Indian or person of foreign origin the Applicant(s) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act 1999, Rules & Regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance or payments, acquisition, sale, transfer of immovable property etc and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligation for the allotment. The Applicant(s) agree(s) that in the event of any failure on its part to comply with the applicable guidelines issued by Reserve Bank of India, the Applicant(s) shall alone be liable for any actions initiated the appropriate regulatory authorities under FEMA or its rules, regulations or any of its subsequent amendments hereof. The Applicant(s) shall keep the Developer fully indemnified and harmless in this regard, the Developer shall not be responsible towards any third party making payments, remittance on behalf of the Applicant(s) and such third party shall not have any right in the allotment in any way and the Developer shall use the payment receipts in favour of the Applicant(s) only. In case of any default thereof or its failure to comply with any such applicable provisions resulting in the Applicant(s) failing to fulfil any of the terms of this allotment partially or wholly, or which results in the frustration of this allotment in any other manner specially regarding payment of any sale consideration or any other dues then the Developer shall be entitled to cancel the allotment forthwith and forfeit the earnest money.

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Signature of the Applicant(s)

35. The Applicant(s) agree(s) that the Developer shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge/ securitization of receivables of the apartments subject to the apartments being free of any encumbrances at the time of execution of sub lease deed. The Developer / financial institution / bank shall always have the first lien / charge on the apartments for all its dues and other sums payable by the Applicant(s). It is further clarified that the Developer is not constructing the apartment(s) as a contractor of the Allottee(s) but as owner of the apartment(s) and the project. The Developer shall remain the absolute owner of the Apartment(s) and the project till the date of handing over the possession of the apartment to the Allottee(s) irrespective of the fact that the Allottee(s) would have paid the sale consideration of the Allotted Apartment(s) to the Developer.
36. The Applicant(s) agree(s) that in case the Applicant(s) opts for a loan arrangement with any financial institutions / banks, for the purchase of the Apartment, the conveyance of the apartment in favour of the Applicant(s) shall be executed only upon the Developer receiving "No Objection Certificate" from such financial institutions/banks.
37. The Applicant(s) hereby covenant(s) with the Developer to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Developer and its employees, agents and representatives, indemnified and harmless against all payments and observance and performance of the covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non- performance of the said covenants and conditions by the Applicant(s).
38. In the event of paucity or non-availability of any material Developer may at its sole discretion use alternative materials/ article of different specifications but of similar good quality. Decision of Developer on such changes shall be final and binding.
39. That the Applicant(s) hereby undertake(s) that after possession of the apartment, he/she/they, shall abide by all laws, rules, regulations, notifications, terms & conditions of Central Govt. U.P. Govt., Noida Development Authority, Local bodies, Municipal body, Environment, Fire, Exclusive, Ground Water etc. and any alterations/amendment/modification thereto. The Applicant(s) shall be liable for defaults and/or breaches of any of the condition, rules or regulations as may be applicable to the land/complex.
40. The Applicant(s) understand(s) that in case the Developer is able to get additional FAR, density etc. the Developer shall have the sole right to utilize the additional FAR / population density in the manner, it may deem fit, including but not limited to by making addition to the complex or making additional buildings in and around the land of the complex, the Developer shall be entitled to connect electric, water, sanitary and drainage systems in the extended complex while maintaining existing services. The Applicant(s) acknowledge(s) that he has /have not made any payment towards the additional FAR and shall have no right to object or to claim for any such construction activities carried on the building/ within the complex in future.
41. The Applicant(s) shall not use the apartment for any purpose other than residential or in a manner that may cause nuisance or annoyance to other apartments owners in the building or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the apartments which tends to cause damage to any flooring or ceiling or services of any apartments over, below or adjacent to his apartments or anywhere in the complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Applicant(s) shall indemnify the Developer against any penal action, damages or loss due to misuse by the Applicant(s).
42. The Applicant(s) subject to the applicable law, shall have a mere contingent right to transfer his rights in the apartment in the name of his nominee at any time subject to making the payment of entire sale consideration as per allotment terms in respect of the apartment, subject to the absolute discretion of the Developer granting or refusing such permissions and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre condition for granting such permission including but not limited to the execution of the fresh application/agreement by the nominee of the Applicant(s) with the Developer, submitting all requisite documents, payment of administrative charges as applicable for the time being in force as per policy of the Developer and furnishing all such affidavits, undertakings, indemnity bond and other documents as may be deemed necessary by the Developer for granting such permissions. Notwithstanding anything contained herein in this allotment letter the Applicant(s) shall not be entitled to transfer his rights in the apartment in the name of his nominee until and unless the Developers hands over the possession of the apartment. In any case, every such application for substitution of the name of the transferee/nominee of the Applicant(s) in its place shall not be entertained unless it is in writing in the format prescribed by the Developer and accompanied by such administrative charges as may be applicable as per prevailing policy of the Developer.
43. Without prejudice to the Developer's aforesaid rights, the Developer may at its sole discretion waive the breach of the Applicant(s) for not making the payments as per the payment plan on the conditions as may be considered appropriate by the Developer including the payment of the interest on such delayed amounts calculated @18% p.a. The decision of the Developer in this regard shall be final & binding upon the Applicant(s) and the Developer at the time of granting permission may impose such condition & charges at its sole discretion.
44. In case of any clarification or interpretation regarding the governing terms & conditions for allotment, the decision of the Director or the authorised officer of the Developer shall be final & binding on the Applicant(s).
45. The Developer further reserves the right to correct, modify, amend or change any terms & conditions including all the annexures attached to and forming part of the application/ allotment letter, which are indicated to be tentative at any time prior to execution of the conveyance deed of the apartment in favour of the Applicant(s).
46. In case there are joint Applicant(s), all communications shall be sent by the Developer to the Applicant(s) whose name appears first and at the address given by them and which shall for all intents and purposes be deemed to have been served to all the Applicant(s) and no separate communication shall be sent to the other Co-Applicant(s).
47. If any provision or covenants of this application form shall be determined to be void or unenforceable under applicable laws, such provision & covenants shall be deemed to have been amended or deleted in so far as unreasonable inconsistent with the purpose of this allotment letter and to the extent necessary to conform to applicable law and remaining provisions/covenants of this allotment letter shall remain valid and enforceable by and between the parties.
48. The Applicant(s) shall not fix or install air conditioners or heaters in the apartment except at the places which have been specified for the installation nor in any way disturb the external façade of the apartment. The owner / installing agency has to take written permission of location and manner of such installation from Estate Manager before any such installation. The Applicant(s) shall not fix or install any window antenna on the balcony, roof or terrace of the tower/ building except with the prior consent from the Developer.
49. It is specifically understood by the Applicant(s) that any electrical point/gas point/fire pipes/water pipes/any other related services shall not be tampered with or altered without prior written approval of the Developer and the same shall be under regular inspection and clearance by the technical person of the Developer or executed by the Developer's nominated technical staff only. The Developer shall not be liable for any damage /fire/accident caused due to such unauthorized tampering/alteration to the property as well as any damage that may be caused to the building/other people's property. The Applicant(s) shall be solely responsible for any/all consequences arising therefrom.
50. The Applicant(s) has/have represented to the Developers that he/she/they is/are legally competent and have the power & authority to accept and perform the allotment conditions and fully understand that the non performance of the allotment condition by him/her/them shall lead to the termination of the allotment of an apartment and further forfeiture of the money of the consideration paid for the apartment either in full or part.
51. The Applicant(s) is/are aware that the apartment derives its prestige, esteem and appeal from the ambiance and high standards maintained at the said complex and the proper upkeep and maintenance is an inseparable aspect of such prestige, esteem and appeal. Towards this end, the Applicant(s) undertake(s) to execute the maintenance agreement for the complex with the maintenance service provider designated by the Developer in such format as may be prescribed by the Developer/ Maintenance Service Provider.
52. The Applicant(s) shall inform the Developer in writing any change in the mailing address mentioned in this application, failing which all letters by the Developer shall be mailed to the address given in this application and deemed to have been received by the Applicant(s). The Developer is not required to send reminders/notices to all/Joint Applicant(s) in respect of the obligations of the Applicant(s) as set out in the Allotment letter and/or the Agreement and the Applicant(s) is required to comply with all its obligations on its own.
53. All or any disputes arising out of touching upon or in relation to the allotment terms including the interpretation and validity of the allotment term thereof and the respective rights and obligations of the Developer and Applicant(s) shall be settled amicably by mutual discussions failing which the same shall be settled through Arbitration. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 or any Statutory Amendments/Modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Noida, Distt. Gautam Budh Nagar, by a sole Arbitrator, who shall be appointed by the Chairman & Managing Director of the Developer and whose decision shall be final & binding upon the parties. The Applicant(s) hereby confirms that he shall have no objection to the appointment of the sole Arbitrator by the Chairman & Managing Director of the Developer. The Courts at Noida, Distt. Gautam Budh Nagar, alone shall have the jurisdiction.
54. The Allotment shall be governed by and construed in accordance with the laws of India. The allotment Letter shall be subject to the exclusive jurisdiction of the Court at Noida, Distt. Gautam Budh Nagar.

I agree and accept the terms & conditions of this application form.

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Signature of the Applicant(s)