



PARKVIEW

RESIDENCY

(Formerly known as Gayatri Life)

APPLICATION FORM



Dated.....

APPLICATION FORM FOR BOOKING OF RESIDENTIAL APARTMENT/FLAT

M/s Gayatri Infra Planner Pvt. Ltd.

Application No:

GH-IF, Sector-16, Greater Noida (West).

Dear Sir,

I/We hereby apply to book a residential Apartment/Flat as described below in the Group Housing Scheme under the name and style of " Park View Residency (Formerly known as Gayatri life) " situated at Plot No. GH-IF, Sector-16, Greater Noida (West), UP, being developed and promoted by your company M/s Gayatri Infra Planner Pvt. Ltd. (hereinafter called the Company).

I/ We have clearly understood that this application does not constitute an agreement to sell and the applicant(s) does do not become entitled to the provisional and/or final allotment of a Apartment/Flat notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application being the Non-refundable Earnest Money Deposit. I/ We have read and understood the Terms and Conditions as provided in this Application form and I We agree to accept and sign the prescribed allotment letter as per the company's standard format and agrees to abide by the terms & condition laid down therein.

The applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the applicant(s) and the applicant(s) is satisfied with the same. The applicant(s) has also relied on his/her/ their own judgment and has conducted due inquiry before deciding to apply for allotment of the said Apartment/Flat. This application is complete and self-contained in all respects and any kind of oral or written representation or statement SHALL NOT be considered constituting a part of this application.

I/ We remit herewith a sum of _____ Draft Pay Order/Cheque No. (Rupees _____
_____ Only) Dated _____ by Bank as booking Drawn on
_____ amount/ earnest money for the allotment of the Apartment/Flat.
(Booking shall be confirmed subject to realization of Cheque/ DD).

In the event of M/s Gayatri Infra Planner Pvt. Ltd., confirming the booking of a Apartment(s)/Flat(s), the applicant(s) agree to pay further installment of sale price and all other allied charges/ dues as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this application form and/or as explained to me/ us by the company and understood by applicant(s) failing which the allotment shall stand cancelled and booking amount shall be forfeited by the Company.

Applicant(s)

1. The particular of the applicants are given below for Company's reference or record: FIRST APPLICANT

Mr./Mrs./Ms.....

S/W/D/of

Permanent Address

.....

Correspondence Address

.....

Telephone: Mobile FAX

E-mail: Date of Birth

Marital Status Residential Status:

Resident..... Non-Resident

Foreign Nationals of Indian Origin..... Nationality:

Income Tax PAN No..... Occupation/ Profession:

Office Name: Designation.....

Office Address:

Telephone..... Mobile Fax.....

E-mail:

Applicant(s).....

Nominee`s Details

Name.....

Guardian name..... Relationship.....

Address.....

(In case nominee is a minor)

Guardian name.....

Guardian's address.....

Applicant(s)

CO-APPLICANT

Mr./Mrs./Ms.....

S/W/D/of

Permanent Address

.....

Correspondence Address

.....

Telephone: Mobile FAX

E-mail: Date of Birth

Marital Status Residential Status:

Resident..... Non-Resident

Foreign Nationals of Indian Origin..... Nationality:

Income Tax PAN No..... Occupation/ Profession:

Office Name: Designation.....

Office Address:.....

Telephone..... Mobile Fax.....

E-mail:.....

Applicant(s).....

Nominee`s Details

Name.....

Guardian name..... Relationship.....

Address.....

(In case nominee is a minor)

Guardian name.....

Guardian's address.....

Applicant(s)

OR

FIRM/SOCIETY/TRUST/HUF/PROP/OTHERS

M/s..... of Indian Partnership Act, 1932, through its partner Mr./Mrs./Ms..... authorized by authority letter dated required along with true copy of the Partnership Deed). a partnership firm duly registered under the provisions (copy of the authority letter signed by all Partners

PAN/ TIN.....Registration No.....

Applicant(s).....

M/s..... a Companies Act, 1956, having its registered office at..... authorized signatory a Company registered under the provisions of through its duly authorized vide a Board Resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN/ TIN..... Registration No.....

2. PARTICULARS OF APARTMENT/FLAT

1. Tower..... 2. Super Area..... 3. Apartment/Flat No..... 4. Floor.....
5. Phase..... 6. Carpet Area..... 7. Covered ed Area..... 8. PAYMENT PLAN.....
9. Garage..... 10. Balcony Area..... 11. Parking..... 12. Other details
.....

3. Payment Plan

- ☐ Down Payment Plan
- ☐ Flexi Payment Plan
- ☐ Time Link Payment Plan
- ☐ Construction Link Payment Plan

Declaration:

I/ We the undersigned, hereby declare that the above mentioned particulars/ information provided by me us are true and correct and nothing material has been concealed there from.

Place:..... Date.....

Applicant(s)

4. COST OF APARTMENT/FLAT:

A. Cost of Apartment/Flat

Sl. No.	Description of Price	Amount
1.	Basic Sales Price (BSP) @.....	Rs.....
2.	Preferential Location Charges (PLC) (Park Facing) @.....	Rs.....
3.	Preferential Location Charges (PLC) (Corner Facing) @.....	Rs.....
4.	Preferential Location Charges (PLC) (Road Facing) @.....	Rs.....
5.	Floor Preferential Location Charges	Rs.....
6.	One Car Parking Reserve Space@	Rs.....
7.	Power Backup..... KVA.....	Rs.....
8.	Lease Rent @.....	Rs.....
9.	Club Membership	Rs.....
10.	External Electrification Charges (EEC) @	Rs.....
11.	Fire Fighting Charges (FFC) @	Rs.....
Grand Total		Rs.....

Applicant(s).....

Extra Charges Payable as per payment plan:

B. Other charges

Sl. No.	Other Charges	Amount
1.	Transferable Interest Free Maintenance Security (TIFMS)	Rs.....
2.	Dual Meter Charges	Rs.25,000

Note: 1 Sq.mtr. 10.764 Sq.ft.

Total Cost of the Apartment/Flat (A+B):".....

Service tax as and when applicable at the prevailing rate as per payment schedule.

Grand Total (In Words).....

Applicant(s)

Possession Link Plan (Discount 5%)

☐

At the Time of Booking	10%
Within 45 days of Booking	40%
On completion of Structure (Top Floor)	25%
On offer of possession	25%+ Additional Charges*

Down Payment Plan (Discount 10%)

☐

At the time of Booking	10%
Within 45days of Booking	80%
At the time of possession	10% + Additional Charges*

Flexi Payment Plan (Discount 7.5%)

☐

At the time of booking	10%
within 45days of Booking	65%
On offer of Possession	25% + Additional Charges*

Construction Linked Plan

☐

At the time of Booking	10%
Within 45 days from Booking	10%
On start of Excavation	10%
On Ground Floor Slab	10%
On completion of 3rd Floor Slab	10%
On completion 7th Floor Slab	10%
On completion of 14th Floor Slab	10%
On completion of 18th Floor Slab	10%
On completion of Brick work	10%
On offer of possession	10% + Additional Charges*

*All Additional Charges + Possession Charges will be paid at the time of Possession

Applicant(s).....

Documents Required

- a) Three (3) passport size photograph of the each Applicant
- b) Copy of PAN Card of each applicant.
- d) For Companies: Memorandum & Articles of Association and certified copy of Board Resolution
- c) Copy of Address proof of each applicant.
- e) For Partnership firm's: photocopy of Firm Registration and Partnership Deed
- f) For Foreign Nationals of Indian Origin: Passport Photocopy/funds from NRE/FCNR A/c
- g) For NRI: Copy of Passport & payment through NRE/NRO A/c
- h) For Hindu Undivided Family (HUF): Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF.

1/ We declare and confirm that I/ We have applied for the booking of the above said Apartment/Flat directly or through your authorized property agent/ broker namely (to be filled by the Applicant(s) only).

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

a. Applicant: means person(s)/ Firm/ Company applying for booking of the said Apartment/Flat, whose particulars are set out in the Booking Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee(s).

b. Application (Booking Application): A request for booking of Apartment/Flat made by the person(s)/ Firm/ Company on a standard format namely booking application form of company.

c. Allotment Letter: Confirmation of booking of Apartment/Flat by the Company and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee(s).

d. Allottee(s): Those who have accepted and signed the allotment letter over a standard format of company, thereafter, a particular Apartment(s)/Flat(s) has reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/Sub-Lease Deed is executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Apartment/Flat unless otherwise specifically provided.

e. Apartment/Flat: The dwelling Apartment/Flat in the project which is identified by a number, that number is also identifying the floor and the block of that Apartment/Flat "Said Apartment/Flat" shall mean the specific Apartment/Flat applied for by the Applicant in the Said Project, details of which has been set out in the Application.

Area of land: Total Area of land over which the project is going to be constructed.

f. Area:

Area of Land: Total Area of land over which the project is going to be constructed

Common Area and facilities: Means all facilities to be used by all the Allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, munties, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

Applicant(s)

Independent Area: The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Apartment/Flat owners for example unsold parking space etc.

Limited Common Area and Facilities: Those which are reserved for use of certain Apartment/Flat or Apartments/Flats to the exclusion of the other Apartment/Flat.

g. Basic Cost of Apartment/Flat: The consideration amount for sale of Apartment/Flat exclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.

h. Company: M/s Gayatri Infra Planner Pvt. Ltd., a company registered under the provisions of Companies Act, 1956, having its Office at GH-IF, Sector-16, Greater Noida (West), UP.

i. Complex: The entire project having Apartments/Flats of different types and dimensions in various Blocks also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

j. Force Majeure Clause: means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

k. Acts of God ie. fire, drought, flood, earthquake, epidemics, natural disasters etc.

l. Explosions or accidents, air crashes and shipwrecks, act of terrorism.

Strikes or lock outs, industrial dispute.

Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

War and hostilities of war, riots, bandh, act of terrorism or civil commotion. The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.

m. Layout and Plans: the Architectural Drawing of project including sanction of layout/building plans and revision thereof, if any, comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Apartment/Flat.

n. Payment Plans: The mode of payment towards the captioned booking of Apartments/Flats having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Applicant(s)

o. Maintenance Charges: Means the charges to be paid by the Allottee(s) owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the super built-up area of the said Apartment/Flat.

p. Project: Means "Park View Residency (Formerly known as Gayatri life)", situated at Plot no. GH-1F, Sector-16, Greater Noida (West), UP.

q. RWA: Means the Resident Welfare Association of the Apartment/Flat owners which shall be duly formed after providing possessions of majority of flats in the said project. The Company/ Promoter shall get the association registered in case the same is not registered by the flat owners themselves and in such a case all the residents shall be required to become a member of the said RWA so formed and nominate among themselves, such persons to become President, Vice-president, general secretary and treasurer etc. as required under the law.

r. Taxes: Shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from Apartments/Flats owners.

s. TDS: shall mean Tax Deduction at Source.

Applicant(s).....

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT/FLAT IN " Park View Residency (Formerly known as Gayatri life)", AT PLOT NO. GH-IF, SECTOR-16, GREATER NOIDA (WEST), UP.

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms & conditions as comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in this application. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural, masculine includes the female gender and the terms Cost and Price denote the same meaning.

1. That the Applicant has applied for registration of booking of a residential Apartment/Flat in the above scheme/project being developed by M/s Gayatri Infra Planner Pvt. Ltd.

2. That the Application is to be accompanied with the registration amount/earnest money payable shall be 10% of the cost of apartment/Flat as per payment plan by A/c payee cheque or demand draft in favoring of M/s Gayatri Infra Planner Pvt. Ltd., payable at New Delhi/NCR No outstation cheque/draft shall be accepted. However, if the amount paid by the Applicant is less than 10% of the cost of Apartment/Flat then this application shall not be accepted for the provisional allotment. The schedule of installments as opted in the Application Form/Allotment Letter shall be final and binding over the Applicant/Allottee. In case, reissuance of Allotment Letter is required and requested by the Allottee or bank/financial institution that shall attract a fee of Rs.20,000/- as administrative charges and shall be payable by the Applicant/Allottee.

3. That the final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject an application without assigning any reason thereof. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.

Applicant(s)

4. That all the terms and conditions of the lease in respect of the above said Group Housing Plot of Land executed by GNIDA shall also be applicable to the intending Applicant(s).

5. That the Applicant is aware of and acknowledges that the layout/building plans of the Project are tentative and are subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities of GNIDA. The Applicant agree to that the Company may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the Company, the Govt./GNIDA or any other local authority or body having jurisdiction. Such alternations may include change in the area of the Apartment/Flat, floor, block, number of Apartment/Flat, location and increase/decrease in the number of car parking slots allotted to the Applicant. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company's shall be final and binding on the Applicant. The Applicant hereby irrevocably consents for any revision in the layout/building plan and agrees and undertakes not to raise any objection or claim in this respect.

6. As per the prevailing building bye laws of the GNIDA, the FAR (Floor Area Ratio) of the " Park View Residency (Formerly known as Gayatri life)" presently is 2.75 of the residential plot area, which comprises of fixed numbers of the Apartments/Flats in proportionate to the population density i.e. 1650 PPH, and thereafter the company has right to purchase 0.75 FAR of the Residential Plot Area from GNIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Furthermore, 10% of the FAR is compound able, accordingly the numbers of the dwelling/Flats and population density may be increased. Also that in the eventuality of change in FAR, the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Company and by signing this Application and terms and conditions it shall be presumed all time consent of the Applicants(s) for always have been stated herein.

7. That any alteration/modification as the Company deem fit or as directed by the competent authorities resulting +/-3% change in the super area of the Apartment/Flat there will be no extra charge/claim by the Company also by the Allottee shall not be entitled for any refund. However any major alteration/modification resulting in more than +/-3% in super area of the Apartment/Flat, any time prior to and up to the possession of the Apartment/Flat, the Company will intimate to the Allottee in writing about the charges thereof and the change in the enhance cost of Apartment/Flat. The Allottee has to pay that amount to the Company. The Allottee has to give his consent or objection within 30 days from the date of such notice, in case the Allottee does not give his consent and objects for such change, the allotment shall be cancelled and the Company will refund the entire money received from the Allottee without any deduction. No other claim of the Allottee shall be considered in this regard. It shall always be clear that any alteration/modification resulting is more that +/-3% change in the super area of the Apartment/Flat then the demand or refund shall be applicable for the entire area e.g.: for a +/-4% change the demand or refund shall be applicable for the total 4% area.

8. The Applicant agrees that he shall pay the price of the residential Apartment Flat and other charges on the basis of super area of the Apartment/Flat, which comprises of the built up area/covered area of the Apartment/Flat including area under periphery walls and columns, the area of balconies/verandas, cupboards, windows projects etc. proportionate share of common areas within the building like Staircase, munties, lift wells, lift room, machinery room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead water tanks, covered and uncovered shafts etc. if there is any increase/decrease in the final super area, then necessary adjustment will be made in the price of the Apartment/Flat based on original rate at which the Apartment/Flat was allotted.

9. That the amenities like roads, electricity, sewers & water supply same shall be provided by the GNIDA concerned upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project, the delay in providing the above said facilities on the part of the GNIDA shall not be considered the delay on the part of the Company.

Applicant(s)

10. That the Applicant and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Applicant or any family member accompanying him/her.

11. That the Applicant & Co-Applicant (if any) will have equal share in the Apartment/Flat and in case of death of any of them the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the Applicants, booking will continue only after providing consent in writing by both the Applicants and No Objection Certificate from the concerned bank. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the Company can cancel the said booking/allotment and the Applicant/Allottee shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be deduction of 10% of the cost of the Apartment/Flat. For the refund in above said cases as stated above, consent of both the Applicants/Allottees shall be necessary otherwise the amount shall be refunded in equal share between all the Applicants/Allottees.

12. All Taxes and statutory levies presently payable in relation to Land comprised in " Park View Residency (Formerly known as Gayatri life) " have been included in the price of the Apartment/Flat. However in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, farmer's compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant on pro-rata basis. Any charges on account of external electrification as demanded by Greater Noida Power Authority or any competent authority(s) shall also be additionally payable by the Applicant.

13.(a) The Company shall endeavor to complete the construction of the Apartment/Flat within a specified period in the Allotment Letter to be entered into, subject to timely payment of installments by the Applicant and other charges when due and payable or demanded by the Company. On obtaining completion certificate/certificate of occupancy from Greater Noida Industrial Development Authority, the Company shall arrange hand over and transfer of the Apartment/Flat to the Applicant subject to the Applicant having complied with all the terms and conditions of the Allotment Letter.

(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event the Company shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of company.

14. Additional car parking will be available on request on payment basis and it shall be allotted to the intending Applicant of Apartment/Flat on first come first serve basis. Scooter/Two Wheelers/Cycle will be parked within the same parking space allotted to the intending Applicant. Upon purchase a separate agreement for the allotment of the additional car parking will be executed between Company or its nominees and the Applicant. The Applicant shall not have any ownership rights over the parking.

15. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the Applicant through pre-paid systems.

16. That if Applicant is require more than 1KVA Power back up facility, then the Applicant has to give his consent in writing at the time of offer for possession letter and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. Note: any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.

Applicant(s)

17. That the separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will charge 24% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant the earnest money 10% of the Apartment/Flat sale price will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any shall be refundable without interest after 90 days of cancellation of allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 24% p.a. and restore the allotment in case the allotted Apartment/Flat has not been allotted to someone else. Alternative Apartment/Flat, if available may also be offered in lieu.

18. Time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter. It is clearly agreed and understood by the Applicant it shall not be obligatory on the part of the Company to send demand notices reminders regarding the payments to be made by the Applicant as per the schedule of Payments or obligations to be performed by the Applicant. However the Company may without prejudice to its rights in its sole discretion, waives its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case.

19. That a written intimation for completion of Apartment/Flat will be sent to the Applicant and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Applicant to communicate exact date by which he will be taking physical possession of Apartment/Flat after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 30 to 40 days for an individual Apartment/Flat and the Applicant may get these final installations done in his own presence, if desire so.

20. That in case, the Applicant reaches in last of "Fit Out Period", where the scope of 30 to 40 days for final touch does not remains left which is stated above, in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter (Offer For Possession).

21. That if there is delay in handing over the possession of Apartment/Flat beyond 6 Months from the proposed date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the Applicant delayed possession charges @Rs.5/-per sq. ft. per month for the super built up area of the Apartment/Flat for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned Applicant were received in time. Vice-versa the penalty of 5/-per sq. ft. on delay in taking in possession shall also be applicable over the Applicant and payable by the Applicant, if the Applicant does not processed with the requisite compliance as per the letter "Offer For Possession". The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the Company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicant.

22. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Company. The date of applying the completion certificate shall be resumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date ie. any claim for delay in possession will be confined upto the date of the applying for the completion certificate only.

Applicant(s)

23. That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not over force majeure situations such as damage resulting from war, flood, earthquakes etc, the defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the applicant to sort out the issue.

24. Subject to the restriction and limitations in Lease Deed which is executed by the Greater Noida Industrial Development Authority, the Applicant may at its option to raise finances or a loan for purchase of the Apartment/Flat. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant. In the event of the Applicant's loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Applicant and in the event of default in payment as per the Payment Plan the Applicant shall be liable for consequences including cancellation of the allotment.

25. The Applicant shall comply with legal requirements for purchase of immoveable property wherever applicable, after execution of the Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Apartment/Flat.

26. On completion of Apartment/Flat and receipt of full consideration amount and other charges (if any) payable by the Applicant, a Tripartite Sub-Lease Deed shall be executed in favour of the Applicant on the format approved by the Greater Noida Industrial Development Authority. All expenses towards execution of the said Sub-Lease Deed shall be borne by the Applicant i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc.. The Allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, any stamp duty and deficiency of stamp thereon, if imposed by the Govt. over the Allotment Letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc.

27. In case, the Applicant desires for cancellation before the allotment, then 10% of the Apartment/Flat Sale Price, constituting the earnest money, will be forfeited and the balance if any, refunded without any interest after the re-sale of the Apartment/Flat.

28. The Applicant shall also be required to pay requisite charges as fixed by the Company for connections for water, and sewer for the allotted residential Apartment/Flat and also the Power Back-up Charges (if more than 1KVA), Sinking Fund, Admn. Charges and all other such charges as may be fixed by the Company.

29. That the Apartment/Flat shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc., shall not be allowed to the Apartment/Flat owners association. They also shall not be permitted to close the verandah, lounges, balconies, common corridors even if particular floors/occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any walls or both faces of external and windows of Apartment/Flat, signboard, publicity or advertisements material outside, the Apartment/Flat or anywhere in the common areas shall not be permitted to any type of changes inside the Apartment/Flat which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block and shall not be permitted as there are hidden RCC Column and RCC shear wall supporting whole the structure.

30. The Applicant shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment/Flat in the Complex as determined by the Company or its nominated agency).

31. That at the time of handing over the maintenance of the project to the RWA, the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipments with motorrooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common area. Note: All the unsold spaces and areas which are not falling under the part of common area shall continue to be the property of the Company and all right are reserved with the Company for said areas.

Applicant(s)

32. In case the Applicant desires, transfer of allotment/ownership of Apartment/Flat, before registration/possession, a transfer fee @Rs.150/-per sq. ft at the time of desired transfer shall be payable by the Applicant. Transfer of allotment/ownership shall however be permitted only after 50% payment of the Apartment/Flat.
33. If for any reason, whether within or outside the control of the Company, the whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest to the Applicant.
34. That in case, the Applicant makes any payment to any of the person/Company, except M/s Gayatri Infra Planner Pvt. Ltd., against his booked Apartment/Flat, then the Applicant will be solely responsible & liable for the said payment.
35. That the contents of each Apartment/Flat along with the connected structural part of the building shall be insured by the Applicant at his on cost against the fire, earthquake etc., the Company after handing over the possession of any particular Apartment/Flat shall in no way be responsible for safety, stability of the structure. The Applicant will pay all charges towards insurance either by him individually or through society collectively, if so formed for maintenance of the building.
36. That it shall be the responsibility of Applicant, to inform the company by Regd. A.D. Letter or courier about subsequent change(s) in the address otherwise the address given in the booking Application Form, will be used for all correspondence, demand, letters/Notices posted at that address (if change in Address didn't intimate) will be deemed to have been receiving by the Applicant and the Company shall not be responsible for any default.
37. In Case of NRI Applicant to observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.
38. All disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Apartment/Flat, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.
39. The venue of the arbitration shall be Noida or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.
40. This application is subject to a lock-in period of thirty (30) days from the date of signing of this application form and after thirty (30) days this application shall automatically be rejected, if allotment is not done with sole discretion of the Company,
41. Cheque Bouncing Charges is applicable Rs.500/- + Services tax as Applicable.
42. I have fully read and understood the terms and conditions mentioned hereinabove and the terms and conditions of the scheme brochure code BRS-04/2010 and the Lease Deed executed by the GNIDA and shall abide by the same and which shall be binding on me. I hereby give my consent to the Company to make any type of change in layout/elevation/design beside alternation in open space etc. My consent will be presumed as all time.

Company

Signature of the Applicant

Signature of the Co-Applicant

Applicant(s)

For Office Use Only

Customer ID No.....

Booking ID/S. Order No.....

Name of the Applicant.....

Name of the Co-Applicant.....

Name of Project.....

Unit No.....Tower.....

Floor.....

Super Area (In Sq. Ft.).....

Booking Date.....

B.S.P.....

Payment Plan:

Down Payment Plan..... Flexi Payment Plan.....

Time Link Plan..... Construction Link Payment Plan

Parking Space.....

Cheque/DD Details No..... Amount.....

Bank.....

Documents: PAN Card Address Proof

Mode of Payment: Self Loan

Booked by (Direct/Broker).....

Discount on Form %.....

Discount on Form in Rs.....

Net Brokerage in Rs.....

Pending

1.
2.
3.
4.

Prepared by.....

Checked by.....

Approved by.....

Applicant(s)



(Formerly known as Gayatri Life)

Gayatri Infra Planner Pvt. Ltd.

Corporate Office: B-121, First Floor,
Sector-2, Noida - 201301 (U.P.)

Phone: 9311019058, 9311525199 Email: sales@parkviewresidency.org,

Info@parkviewresidency.org Website: www.parkviewresidency.org

Site Office: 1F, Sector-16, Greater Noida (West)