



TM

WINNING REAL ESTATE TEAM



NIRALA ASPIRE

Greater Noida West

PH-1 (A1 TO A8 & D1 TO D5)

APPLICATION FORM

RERA REG. NO. UPRERAPRJ4730



Application for Allotment of Residential Apartment/Unit at NIRALA ASPIRE, GH-03, Sector-16 Greater Noida West (U.P)

Date of Booking.....

Dear Sir,

I/We request that I/we may be provisionally allotted a residential Apartment/unit in the Nirala Aspire, GH-03, Sector- 16, Greater Noida West, (U.P.) under your

Cash Down Payment Plan Flexi Payment Plan Construction Linked Payment Plan Other

I/We remit herewith a sum of Rs.....(Rupees.....
.....only) by Cash/Bank Draft/Cheque No.....
dated.....drawn on.....as booking amount.

In the event of M/s **Nirala Housing Pvt. Ltd.** (Herein after called the Company/Builder/Developer) agreeing to provisionally allot an apartment/unit on sub lease, I/We agree to pay further installment of sub lease consideration and all other dues as stipulated in this application and the Allotment Letter and the Payment Plan as explained to me/us by the company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of an apartment not with standing the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sub lease consideration and other charges, forfeiture of money as laid down herein execution of the Allotment Letter.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs/Ms.....
S/W/D of.....
Nationality.....DOB.....
Profession/Service.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Income Tax Permanent Account No.....
Ward/Circle/Special range and place where assessed to income tax:.....
Mailing Address.....
Telephone Nos.....Mobile No.....Fax No.....
Designation, Office Name & Address.....
Telephone Nos.....E-mail ID.....
Permanent Address (with Proof).....



2. SECOND APPLICANT

Mr./Mrs/Ms.....
S/W/D of.....
Nationality.....DOB.....
Profession/Service.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Income Tax Permanent Account No.....
Ward/Circle/Special range and place where assessed to income tax:.....
Mailing Address.....
Telephone Nos.....Mobile No.....Fax No.....
E-mail ID.....
Permanent Address (with Proof).....
Communication Address: Mailing Permanent



3. DETAILS OF APARTMENT

Tower No Unit No
Floor No Total Area
Carpet Area Built Up Area

Signature of the applicant(s)

4. PAYMENT PLAN:

CDP Flexi
 CLP Other, if any

5. COST OF APARTMENT/UNIT:

S.No.	Particulars	Carpet Area	Amount (Rs.)
(i)	Basic Cost		
(ii)	Car Parking (Right to Use) Open <input type="text"/> Nos.	Covered <input type="text"/> Nos.	
(iii)	PLC (if any)		
(iv)	Total Amount		

Total (in words):

Note: Payments to be made by A/c Payee Cheque/Demand Draft in favour of "Nirala Housing Private Limited" and confirmation of the booked unit will be considered after completion of booking amount as per price list.

- (i) I/We are ready to pay interest free maintenance security (IFMS), IGL Security charges, Maintenance charges & Sinking fund, advocate fee as per decided by builder.
- (ii) I/We are ready to pay GST as per actual as per demanded by the builder.

6. Any other Remarks:

7. DECLARATION

I/We the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment/unit by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from

DATE..... yours faithfully
 PLACE.....

Verified by: HOD: Director:

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name..... Signature..... Date.....

1. ACCEPTED/REJECTED

2. APARTMENT/UNIT DETAILS

Unit No..... Block No..... Floor No..... Tower No.....

Total area along with following additional charges to

be paid as per CDP Flexi CLP Other

3. PAYMENT DETAILS

(a) Basic Cost Rs. /sq.ft.....

(b) Other Charges.....

(c) Total amount payable for apartment/unit Rs.....

4. Payment received vide Cheque / DD / Pay order No..... Dated.....

Drawn On..... for Rs..... (Rupees.....)

5. Provisional Booking Receipt No..... Dated.....

6. BOOKING: DIRECT THROUGH SALES ORGANISER

7. Sales Organiser's Name & Address, Stamp, with signature:.....

8. Remarks:.....

9. Check List for Receiving Officer:

- (a) Booking Amount as cheque/drafts
- (b) PAN No. & copy of PAN Card/Undertaking Form No. 60
- (c) For companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (d) For Foreign Nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c
- (e) For NRI: Copy of Passport & Payment through NRE/NRO A/c

To,
The Director
Nirala Housing Pvt. Ltd
GH-03, Sector-16
Greater Noida West, U.P.

Dated: _____

Dear Sir,

Sub : Provisional Booking of flat no. _____ in your project Nirala Aspire, Greater Noida West, U.P.

I have provisionally booked flat _____ on _____ floor, Tower _____ in your project Nirala Aspire having _____ Sq.ft. (_____ Sq. mt.) of carpet area (Saleable Area _____ Sq.ft. _____ Sq.mt). I am aware that Real Estate Regulatory Authority Act (Commonly known as RERA Act) has been implemented in Uttar Pradesh w.e.f 1st May 2017.

Your representative has clearly informed & made me understand that RERA Act is in force in Uttar Pradesh but Draft agreement format has not been notified by Regulatory Authority in U.P as required under RERA Act. ending notification of draft agreement, provisional allotment letter has been issued to me.

In view of the above I undertake as follows:-

1. That I am agreed to enter Agreement to sale as per stipulated norms and time period notified by the Regulatory Authority in Uttar Pradesh.
2. That I am agreed to register Agreement to sale as per stipulated norms and time period notified by the Regulatory Authority in Uttar Pradesh.
3. That I am agreed to pay stamp duty for registering Agreement to sale as per stipulation of Uttar Pradesh government.
4. That I am aware that registered Agreement to sale will be the final document between builder and me and provisional allotment letter will have no relevance after registration of Agreement to sale.
5. That I am agreed to abide by all the directions issued by Regulatory Authority in Uttar Pradesh from time to time.
6. That full information and clarifications related to land, layout plan, price, specifications, delivery time with payment plan has been provided.
7. That Before purchasing and entering in agreement with Nirala Aspire got satisfied myself and conducted inquiry before deciding to purchase above flat. No oral or written false commitment made by the Company or by any other selling agent broker.
8. That I also extend my full satisfaction about the project information.

Definitions:-

- 10% amount of the cost of the Apartment shall be treated as Earnest Money.
- Carpet Area: (RERA Definition) means net useable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony/ veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- Built Up Area: Carpet Area including area underneath external walls (50% area sharing in case of common walls with adjoining apartment), area of balcony/ Veranda and service shafts attached with or within the Apartment
- Saleable Area: Built up area plus area of service shafts, area of open terrace (if any) and proportionate share of common areas but excluding area covered by commercial blocks.
- "Common area" mean:
 - (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) The common basements, terraces, parks, play ground and common storage spaces;
 - (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) All community and commercial facilities as provided in the real estate project;
Explanation :- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
 - (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- Pre-Finishing Stage shall start after completion of structure work, Brick work External and Internal Plaster work and tiling work in the apartment. The installation of Doors, Windows, sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Pre-finishing stage" only. A demand will be raised at this stage as per the payment plan adopted by the Allottee(s) at the time of booking.
- Mode of measurements: All dimensions shown in the unit plan are from bare wall to bare wall only, as per standard architectural/ engineering practice. The thickness of finishes (such as plaster, wood paneling, tiling or any other finishing material) might result in marginal difference in the final sizes depending upon the finishing material used in the particular area. Size of balcony/ Veranda shall also be measured till the end of the cantilever (edge) slab. The dimension consumed for fixing of railing and balusters or upturn toe wall (if any) are inclusive in the dimension mentioned for balcony/ Veranda as per standard architectural/ engineering practice. The areas may vary by +/- 3%. All dimensions would be jointly measured before raising final payment demand note.

Thanking You

Yours truly

Name

Signature

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT/UNIT IN NIRALA ASPIRE, GH-03, SECTOR-16, G.NOIDA WEST

Whereas lease hold land of the aforesaid project has been allotted to the company i.e. M/s Nirala Housing Pvt. Ltd. (Company/Builder) measuring 78021.19 sq. meters (19 acres approximately) by the Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U.P. Industrial Development Area Act, 1976 on lease hold basis under the Scheme Code BRS-04/1010 development of Group Housing at Plot No. GH-03, Sector-16, Greater Noida West vide its Acceptance Letter No. PROP/BRS/04/2011/284, Dated 14 JAN' 2011 Allotment Letter No. PROP / BRS - 04/2011/397 Dated 1.3.2011 Whereas as per Group Housing Norms, the intending allottee(s) will be used for commercial, institutional and residential open spaces / Parks / Play grounds / Roads / Public Purposes and the Whole plot will be developed in phases. Whereas the right of the intending allottee(s) will be restricted up to allotment in Group Housing Plot mentioned herein above on the following terms and conditions relating Only to the above said Group Housing Plot and complex to be constructed thereon:

Whereas all terms & conditions of the lease deeds of the above Group Housing executed in favour of the company shall also be applicable to the intending allottee(s).

1. That as per layout plan it is envisaged that the apartment/unit on all floors shall be sold as an independent apartment/unit with importable and undivided share in the land area underneath the said tower. The intending allottee(s) shall not be permitted to construct anything on the terrace. The present FAR of the project is 2.75 and authority likely to increase this by 0.75. Builder will finally construct the building at 3.50 FAR. The proposed and present layout, scheme & no. Of Apartment/units and facility are clearly seen and understood by the intending Allottee(s). Intending Allottee(s) will not have any objection on increase of this FAR & density accordingly. Intending Allottee(s) will also sign the required document & NOC as & when required by the Builder or authority. However, the Builder shall have the right to explore the terrace in case of further any change in the FAR, carry out construction of further apartment in the eventuality of such change in the FAR beyond 3.5. However, if as a result thereof, there is any change in boundaries or areas of the said Apartment, the same shall be valid and binding on the Intending Allottee(s).
2. And whereas the intending Allottee(s) has assured that he/she/they has/have seen the relevant documents/papers pertaining to the said complex and is/are fully satisfied that the title of the land of the said Complex is marketable and the builder has right and authority of marketing the said Complex and allot to sell/sub-lease the apartment /unit to the intending Allottee(s). The intending Allottee(s) has also seen and understood the plans, designs and specifications of the said Apartment/unit and the said Complex and his/her willingness to purchase the said Apartment/unit.
3. That after the execution of allotment letter the intending Allottee(s) shall be treated / referred as intending Allottee(s).
4. That saving and excepting the particular Apartment/Unit allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments/units, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces {excepting what has been allotted by an agreement to Intending Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can lease out the vacant apartments/units or the complete block of the apartments/units as a whole or in part to one or more person(s)/ company(ies)/ institution(s) whosoever for short term or long term.
5. Saleable Area of the said Apartment/Unit includes the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Units which form integral part of said Unit and Common areas shall mean all such parts / areas in the entire said Complex which the intending Allottee(s) shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, murties, services areas including but not limited to, lift area, machine/pumping set room, security / fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.
6. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNIDA as well as of the Government orders/Notifications/GNIDA Policy issued from time to time.
7. That the intending Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
8. That it is in the full knowledge of the Intending Allottee(s) that in regard to the areas of Greater Noida West (formally known as Noida Extension), matters like land acquisition, compensation to the farmers etc are still pending for adjudication before the Hon'ble Supreme Court of India. The matters shall be decided by the Hon'ble Supreme Court in due course of time and shall be binding to all Intending Allottee(s), Builder and concerned authority. The Builder shall not be responsible for any future change/consequences resulting from the order of the Supreme Court whenever it comes. It is also agreed by the Intending Allottee(s) that in case any financial liability is imposed on the Builder by the concerned authority by virtue of the order of the Supreme Court, then the said liability shall be borne by all Intending Allottee(s) of the project on pro rata basis as per their super/saleable/leasable area of their unit.
9. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GNIDA, any other local authority or body having jurisdiction. Any alternation/modification resulting in $\pm 3\%$ in the Carpet area of the Apartment, there will be no extra charge/claim by the Builder/intending Allottee(s). However, any major alternation/modification resulting in more than $\pm 3\%$ change in the Carpet area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the Allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon.
10. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that timely payment is the essence of this Allotment. If any payment is delayed beyond the scheduled time frame it will entail interest @10% per annum. on the payment delayed. And if the same remains due for more than 45 days in that case allotment shall stands cancelled automatically without any notice or correspondence. In exceptional circumstances, the Builder on request of the intending Allottee(s) or on its sole discretion may condone the delay in payment by charging interest @10% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).

Signature of the Applicant(s)

11. That if for any reason the booking of the Apartment/unit is cancelled by the intending Allottee(s) or the Builder (with proper reasons) or in the event of failure of the intending Allottee(s) to perform his/their obligation or to full fill all the term and conditions set out in this Allotment, the intending Allottee(s) hereby authorise the builder to forfeit the 10% (Earnest Money) of the cost of Apartment together with any interest on installments, interest on delayed payment due and paid by him and Allotment of the said Apartment/Unit stand cancelled and balance amount if any will be paid without any interest, after sale of particular Apartment/Unit surrender of the all original documents and after completion of certain formalities by the intending Allottee(s).
12. That the drawings displayed in the Site Office/Registered Office/Brochure of the Builder of Nirala Aspire showing the Building/Apartment/Unit are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim from the intending Allottee(s).
13. That the construction of the Complex is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
14. That the Builder shall offer possession of the Apartment/Unit on or before 30/09/18 after getting part OC/CC from the concerned Authority. In case of any delay in construction of the said flat beyond this date and which is not due to reason explained in clause No. "13" above, the Builder agrees to pay a delay penalty at the rate of 10% p.a. on the total amount received as on date of offer of possession for the period of delay to the intending Allottee(s). The said delay penalty shall be paid/adjusted at the time of final demand. It is also agreed that the payment of penalty is subject to the regular and timely payments of all installments as due and payable by the intending Allottee(s) towards the sale consideration amount of the said apartment/unit to the builder.
15. That in case the intending Allottee(s) fails to take possession of Apartment within 15 days from the date of issue of offer of possession letter as per clause no. "14", 10% p.a. of the total amount received as on date will be charged for the delay upto two months from the date of expiry of said 15 days. That in case the intending Allottee(s) fails to take possession of Apartment even after delay of two months from the date of issuance of the possession letter - his/her/their booking of Apartment shall be treated as cancelled, without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% of cost of Apartment as per Company's terms and conditions.
16. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.
17. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession.
18. That any request for any change in construction of any type in the apartment/unit from the intending Allottee(s) will not be entertained.
19. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the Builder, will be decided by the Builder.
20. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date here of or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
21. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) to the builder/nominated agency/RWA at the rate as decided of Saleable area, at the time of offer of possession/offer of possession for fit out period .
22. That the intending Allottee(s) has/have to sign the standard maintenance agreement and to pay monthly Maintenance Charges or advance Maintenance Charges for 2 years & Sinking Fund for 1 year at the time of offer of possession/offer of possession for fit out period as decided by the builder/nominated agency/RWA after getting part OC or possession whichever is earlier.
23. That the intending Allottee(s) has/have to pay monthly Maintenance Charges as decided by the time of offer of possession to the Maintenance Body the project as nominated by the Builder.
24. That After taking possession of Apartment/Unit the intending Allottee(s) shall have no claim against the Builder as regards to quality of work, material, pending installation, area of Apartment/Unit or any other ground whatsoever.
25. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment/Unit owner/association of the Apartment/Unit owners.
26. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
27. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/ State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment/Unit shall be used for the purpose for which it is allotted.
28. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Apartment/Unit has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by Builder. The other connected expenses i.e. cost of stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the intending Allottee(s). The Intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment/Unit for the stamps duty.
29. That the intending Allottee(s) will be entitled to take physical possession of the said unit only after the entire amount payable under the Allotment are paid and the Sub-lease deed in respect of the said unit is executed and duly registered with the Registrar/Sub-Registrar concerned.
30. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment/unit/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Apartment/Unit or any other Apartment/Unit.
31. That the intending Allottee(s) is aware that various apartments/units are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment/unit for residential purpose and shall not use the aforesaid apartment/unit for any other purpose which may be likely to cause nuisance to intending Allottee(s) of other apartments/units in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
32. That the Apartment/Unit shall be used for activities as permissible under the Law.
33. That the intending Allottee(s) consents for repairing any damages in the toilets/bathroom/any other portion of the other Apartment/Unit caused due to his negligence or wilful act. The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire

Signature of the Applicant(s)

- fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act.
34. That the contents of each Apartment/Unit along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
 35. Cheque bounce/penal charges shall be charged extra.
 36. That the administrative charges will be charged in the case of transfer, name deletion/addition, the charges will be charged as per the company norms and as per the prevailing rate at that point of time.
 37. That the maintenance Charges, Power Back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
 38. That the Interest Free Security Deposit given by the intending allottee(s) to the Builder or nominee of the Builder is refundable to the intending Allottee(s) Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA.
 - (a) All existing lifts, corridors, passages, parks, underground & overhead water tanks, fire fighting equipment with motors and motor room.
 - (b) Security gates with intercom, lift rooms at terrace without terrace right.Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an agreement to intending Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space will remain the property of the Builder.
 39. That Builder shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Limited/NPCL or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as decided by the builder at the time of offer of possession/offer of possession for fit out period.
 40. That the Carbon Credit Benefit arisen, if any, in the Township can be redeemed by the Builder.
 41. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment/unit without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment/unit after taking possession of the apartment/unit.
 42. It is hereby agreed and understood by the intending Allottee(s) that the till offer of possession/offer of possession for fit out period due to safety measures site visit shall not be allowed by the builder and intending Allottee(s) shall not raise any objection in the same regard in future.
 43. That the intending Allottee(s) can also avail additional power back-up facility over and above 1 KVA (which is mandatory) and notify his/her/their requirement at the time of booking in application form. He/She/They will pay charges as applicable for power back up installation charges at the time of booking. The intending Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for enhancement of power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession/offer of possession for fit out period.
 44. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the intending Allottee(s). A separate Agreement for the Allotment of the car parking will be executed between Builder and the intending Allottee(s) at the time of offer of possession/offer of possession for fit out period. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.
 45. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
 46. In case there are joint intending Allottee(s) all communication shall be sent by company to the intending Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall be for all purposes be considered as served on all intending Allottee(s) and no separate communication shall be sent to the other named intending Allottee(s) to which second/other intending Allottee(s) will not raise any objection for the same.
 47. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment/unit in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment/Unit in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
 48. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the Apartment/Unit and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Apartment/Unit for all its dues that may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment/Unit as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment/Unit by the execution of sub lease deed.
 49. That the builder shall charge FTTH connection charges and FTTH security charges, PNG infrastructure development charges and PNG security charges, Water & Sewerage Charges (including STP/effluent treatment Plant charges), electric meter installation charges & charges of electric load as per area of the flat at the time of offer of possession/offer of possession for fit out period (if applicable).
 50. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment/Unit, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other building adjoining the Apartment/Unit sold to the intending Allottee(s).
 51. That both the parties have agreed that the cost of development and construction of the said unit is escalation free, save and except increases, which the intending Allottee(s) agree to pay due to increase in flat area, any increase in service tax, trade tax and any additional levies of rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of order from the Government/GNIDA/Statutory or other local authority(s). If any provision of the existing and future laws, guidelines, directions etc., of any governments or the competent authorities is made applicable/or changes in existing provision to the said flat/said complex subsequent to the booking requiring the complex, then the cost of such additional devices, equipment etc., shall also be borne and paid by the intending Allottee(s) pro-rata basis.
 52. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment/unit, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration

Signature of the Applicant(s)

- proceedings shall always be held in the city of Noida, (U.P.) India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/Modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
53. That in case of NRI/Foreign National intending Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the intending Allottee(s).
 54. That the Company will hand over the vacant physical possession of the booked flat to the intending Allottee(s) with such specification, which is mentioned in the Allotment Letter. Specification of sample flat shown shall not be considered for the same.
 55. That if due to any reason the Builder is not in a position to allot the unit applied for, the Builder shall be under obligation to consider some other alternative unit with almost same specification however option shall be given to choose out of the available option within the same project in the event of force majeure clause.
 56. That the intending Allottee(s) confirm that all payment made towards intending Allottee(s) of flat have accounted for in this letter of this application. Intending Allottee(s) further declare that he/she/they shall make all future payments on time through account payee cheque/DD/P.O. in favour of M/s Nirala Housing Pvt. Ltd. against his/her/their booked unit and will take the proper receipt for the payment and if it is made other then builder, intending Allottee(s) will be solely responsible and liable for the said payment.
 57. The intending Allottee(s) shall not make any additions or alterations in the said unit of whatever nature which may effect the other unit or common areas and the structure of the complex. The intending Allottee(s) shall not change the colour scheme of the out walls or the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
 58. That the intending Allottee(s) shall become member of recreational in-house club and shall pay the charges/fee regularly, as may be applicable. The club shall be managed by the developer and or its nominee party as the case may be .The developer has the full right to give club on lease/ rent basis to intending Allottee(s) or any other 3rd party/outsider for utilization.
 59. That in case the intending Allottee(s) wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the flat, the developer shall facilitate the process subject to the condition that the terms of the financing agency shall exclusively be binding and applicable upon the intending Allottee(s) only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the intending Allottee(s).
 60. That, if any provision of this application is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this application and to the extent necessary to conform to applicable law and the remaining provisions of this application shall remain valid and enforceable in accordance with other terms. It shall not render this application void in any circumstances .Further, in case of any repugnancy or difference in the terms and condition of any prior document and this application, the term and condition contained in this application shall prevail and be binding on both the parties.
 61. That the said Complex shall always be known as "NIRALA ASPIRE" and this name shall never be changed by the intending Allottee(s) or anybody else.
 62. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever intending Allottee(s) is a joint stock developer, or any other body corporate or organization or an association.
 63. That substitution /addition in the name of the intending Allottee(s) shall be allowed on such terms and conditions as it may deem fit including payment of administrative charges etc. Any change in name (including addition / deletion) of the intending Allottee(s) will be deemed as substitution for this purpose.

I/we have fully read and understood the terms and conditions mentioned here in above and agree to abide by the same.

Signature of the Applicant(s)

SPECIFICATIONS

FLOORING

- ✦ Vitrified tiles 2'x2' in Drawing Room, Kitchen and all Bedrooms
- ✦ Ceramic tiles in Servant Room, Bathrooms and Balconies

WALL & CEILING FINISH

- ✦ Walls & ceiling with OBD

KITCHEN

- ✦ Granite working top & stainless steel sink
- ✦ 2'-0" dado above the working top by ceramic tiles

TOILETS

- ✦ Ceramic tiles on walls up to door level
- ✦ Standard sanitary ware
- ✦ Standard CP fittings

DOORS & WINDOWS

- ✦ Outer doors & windows Aluminium powder coated
- ✦ Internal door-flush door with enamel paint
- ✦ Main entry door frame of hard wood with enamel painted flush door

ELECTRICAL

- ✦ Wire in PVC conduits with MCB supported circuits (ISI Marked)/equivalent and adequate number of points and light points on the ceiling/wall.

✦ TV & TELEPHONE

- ✦ Provisions for DTH connection/Intercom facilities

✦ POWER BACKUP

- ✦ DG power back-up for all common areas
- ✦ DG power back-up available to individual on paid basis

✦ SECURITY SYSTEM

- ✦ Secured gated community with the provision of intercom

LIFT LOBBY

- ✦ Passenger elevators
- ✦ Lift lobby floor combination of stone & tile

NOTES

- ✦ The colour and design of the tiles and motifs can be changed without any prior notice.
- ✦ Variation in the colour and size of vitrified tiles/granite may occur.
- ✦ Variation in colour of mica may occur.
- ✦ Area in all categories of apartments/units may vary up to $\pm 3\%$ without any change in cost.
- ✦ However, in case the variation is beyond $\pm 3\%$, pro-rata charges are applicable.
- ✦ Layouts and specifications are subject to change without prior notice.

NIRALA HOUSING PVT. LTD.

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