

18. The maintenance, upkeep, repairs, security etc., of the Building including the common area of the building/Apartment will be organized by the Company or the nominee. The intending Allottee(s) agree(s) and consents to the said arrangements. The intending Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the intending Allottee(s) liable for interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the intending Allottee(s) to the enjoyment of common services i.e. use of lifts and use of water etc. The intending Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
19. That the intending Allottee(s) shall also pay to the Company (or its nominee/agency as appointed by the Company) such charges as may be required for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance, in addition to the maintenance charges and other charges.
20. The intending Allottee(s) agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future on land and/or Apartment (s) as the case may be, from the date of Allotment of the Apartment (s) and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s), same shall be payable and be paid by the Allottee (s) in proportion to the area of his/her/their Apartment(s). Such appropriation shall be made by the company or any other agency as appointed by the Company as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s).
21. The intending Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. The intending Allottee(s) shall not change, alter or make additions in the Apartment or the building / tower or any part thereof. The intending Allottee (s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external façade of the building/tower or any where on the exterior of the building or in the common areas. The intending Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design. The intending Allottee(s) shall be responsible for any loss or damage arising out of breach any of these conditions.
23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of any Block/Tower/Building in the said Township or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said Township however, the sale deed in respect of the said Apartment in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
24. The intending Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they shall have no right to object to the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Building/Apartment.
25. The intending Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the Group Housing Colony/Township and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their at its own cost and expenses. The intending Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on demand by the Company for the above said reasons before and after handing over the possession. The intending Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demands etc. after possession.
26. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the Company.
27. The company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or the use/hire/lease the same for advertisement purposes and the intending Allottee(s) agree that he/she/they will not object to the same and will not make any claim on this account.
28. The company will have the right, without approval of the intending Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the intending Allottee(s) agree(s) not raise objection or make any claim on this account.
29. The intending Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P./Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bylaws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.
30. The Company reserve the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and intending Allottee(s) agree(s) for the same.
31. Car parking will be available on request on payment basis and it shall be allotted to the intending Allottee(s) of Apartments on 'First Come-First Serve' basis. Scooter/ Two wheeler /Cycle will be parked within the same parking space allotted to the intending Allottee(s). Upon Purchase a separate Agreement for the Allotment of the Car parking will be executed between Company or its nominees and the intending Allottee(s). Purchase of one car parking per Apartment is mandatory.
32. Further, if there is any Service Tax, Trace Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequence of Government/GDA/Statutory or other local authority(s) order, the intending Allottee(s), shall pay the same in their proportionate share, if any.
33. Until a sale deed is executed & registered, the Company shall continue to be the owner of the said Apartment and also the construction thereon and this Allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the intending Allottee(s) to the Company/Financial Institution/Bank.
34. The intending Allottee(s) shall give his complete address to the Company at the time of application for all communications and it shall be his own responsibility to inform the Company by the registered A/D letter/Courier about all subsequent changes, if any, in his address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
35. That in case there are joint intending Allottee(s), all communications shall be sent by the Company to the intending Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as serviced on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s) and the intending Allottee(s) has/have agreed to this.
36. In the event of any dispute whatsoever arising between the parties in any way connected with the Allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Company', 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 proceedings shall always be held in District Ghaziabad (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 of it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this Allotment.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Signature of first applicant

Signature of second applicant

ACKNOWLEDGMENT

Received sum of Rs. from Mr./Mrs./Ms.
 vide Cheque No. against the booking of flat in Panchsheel Wellington in
 Crossings Republik™, NH-24, Ghaziabad

Received by **Panchsheel Buildtech Pvt. Ltd.**

Panchsheel Buildtech Pvt Ltd.



Application for Allotment of Residential Apartment

To,
M/s Panchsheel Buildtech Pvt. Ltd.
 Plot No. 6, Sector-14
 Kaushambi, Ghaziabad (U.P)

Project Name : **Panchsheel Wellington**
 Situated in : Crossings Republik™ on NH-24, Ghaziabad (U.P)

Dear Sirs,

I/We request that I/We may be provisionally allotted a Residential Apartment in Panchsheel Wellington in Crossings Republik™ pn NH-24, Ghaziabad under your Interest Free Installment Plan 'A' Down Payment Plan 'B'

I/We remit herewith a sum of Rs.
 (Rupeesonly)
 vide Cheque/Cash/Draft No. dated drawn on
 as booking amount.

In the event of **M/s Panchsheel Buildtech Pvt. Ltd.** (hereinafter called the **Company**) agreeing to provisionally allot an Apartment, I/We agree to pay further installment of sale price 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 notwithstanding the fact that the company may have issued a receipt in acknowledgment 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 sale price and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter.

My/Our Particulars are given below your reference and record

<ol style="list-style-type: none"> 1. SOLE or FIRST APPLICANT Mr./Mrs./Ms. S/W/D of Nationality.....Age.....Years..... Date of BirthProfession/Service..... Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin Income Tax Permanent Account No. Ward/Circle/Special range and place where assessed to income tax Mailing Address Telephone No. (s)Mobile No.....Fax No..... Designation, Office Name & Address Telephone No. (s)E-mail ID 2. SECOND APPLICANT Mr./Mrs./Ms. S/W/D of Nationality.....Age.....Years..... Date of BirthProfession/Service..... Residential Status : <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/> Foreign National of Indian Origin Income Tax Permanent Account No. 	ID No..... <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> Affix your photograph here </div> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> Affix your photograph here </div>
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Ward/Circle/Special range and place where assessed to income tax

Mailing Address

Telephone No. (s) Mobile No. Fax No.

Designation, Office Name & Address

.....

Telephone No. (s) E-mail ID

3. DETAILS OF APARTMENT

Type of Apartment Super Area sq.ft. Rate..... per sq.ft.

*The sale deed will be executed on the basis of covered area

Cost (Interest Free Installment Plan 'A') Rs (Rupeesonly)

Cost (Down payment Plan 'B') Rs (Rupeesonly)

Total Price payable for the Apartment without the parking, preferential location charge etc.

4. PAYMENT PLAN :

Interest Free Installment Plan 'A' Down Payment Plan 'B'

Down Payment Plan is Valid up to (After this date the cost of the Apartment will be as per Installment Payment Plan 'A'.

Note : Payments to be made by A/c Payee Local Cheque(s) payable at Par/Demand Draft(s) in favour of **"Panchsheel Buildtech Pvt. Ltd."**

5. It is understood that the preferential location charges, parking, registration or any other charges shall be in addition to the Basic cost.

6. DECLARATION :

I/We the applicant(s) do hereby declare that my/our application for Allotment of the Apartment 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.

Your faithfully,

Date

Place

Signature of first applicant

Signature of second applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER :

Name

SignatureDate

1. ACCEPTED / REJECTED

Type of Apartment Super Area sq.ft. Rate..... per sq.ft.

2. PAYMENT PLAN :

Interest Free Installment Plan 'A' Down Payment Plan 'B'

3. Payment received vide Cheque / DD / Pay order No.....Dated.....Drawn on.....

For Rs..... (Rupees.....only)

4. Provisional Booking receiptDated.....

5. **BOOKING :** DIRECT THROUGH SALES ORGANIZER

6. Sale organizer's Name, Contact No. & Address, Stamp with signatures :

7. Remarks

8. Check List for Receiving Officer :

- (a) Booking amount cheque(s) / draft(s)
- (b) Customer's signature on all pages of the application form
- (c) PAN No. & copy of PAN Card / Undertaking Form No. 60
- (d) For Companies : Memorandum & Articles of Association including Incorporation Certificate and Certified copy of Board Resolution.
- (e) For Foreign Nationals of Indian origin : Passport photocopy / funds from NRE / FCNRA/c
- (f) For NRI : Copy of Passport & Payment through NRE / NRO A/c

INDICATIVE TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN WELLINGTON IN CROSSINGS REPUBLIK™ , GHAZIABAD.

1. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements, arrangements entered into between the Company and its nominee/associate companies hereinbefore stated, pertaining to the aforesaid Township and has/have fully satisfied themselves about the title & rights of the Company in respect of the said Township and subject to all laws and undertakings given by the Company to the Government/GDA.
2. The Intending Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs as the Company may deem fit or as directed by any competent authority(ies) and the Allottee(s) hereby give his/her/their consent to such variations, modifications etc.
3. Saving and excepting the particular Apartment allotted, the intending Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him. Which shall all remain the property of the Company for all times unless the Company decide to dispose them off, but subject to right of the intending Allottee(s) as mentioned herein after.
4. As per the Layout Plan it is envisaged that the Apartments on all Floors shall be sold as an independent Apartment with impart-able and undivided share in the land area underneath the plot The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further Apartment in the eventuality of such change in the F.A.R. However, if as a result thereof, there are any changes in the boundaries or areas of the said Apartment the same shall be valid and binding on the intending Allottee(s).
5. a) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein. The intending Allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period given as per the installment Plan, or in the event of breach of any of the terms and conditions of this Allotment by the intending Allottee(s), the Allotment will be cancelled and 10% of the Basic price of the Apartment will be forfeited and balance amount will be refunded without any interest.
 B) If for any reason the booking of the Apartment is cancelled by the intending Allottee(s)/Company, then 10% of the Basic price of Apartment would be forfeited and balance amount will be refunded without any interest.
 c) Installment Call Notice / Demand letter if issued by the Company to the effect that instalment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this Allotment.
 d) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging interest @ 18% per annum. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).
6. Allotment of specific apartment/Floor/Building/Tower in the said Township will be made in favour of the intending Allottee(s) through draw of lots held by the Company for 4th floor onwards. In case the intending Allottee(s) intend to shift to the other Flat/Apartment apart from his/her/their allotted flat, he/she/they will have to pay the preferred location charges & other charges to be decided by the Company at the time of such request.
7. The Intending Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls within the floor, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities.
8. (i) The intending Allottee(s) shall not be entitled to get the name(s) of his/her/their nominee(s) substituted in his/her/their place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the intending Allottee(s), before such change.
 (ii) The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said Apartment was made by the intending Allottee(s) by raising funds/loans against Allotted Apartments as security from bankers or financial institutions.
 (iii) The prevailing administrative charges for verification/approval are @ Rs. 30/- per Sq. ft. and are subject to change without any prior notice to the Allottee(s).
 (iv) The substitution/change of name in place of the intending Allottee(s) will be done as per the applicable law.
9. The Construction of the Apartment is likely to be completed by subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the Company 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 Company.
10. In case the Company is unable to construct the Apartment within stipulated time subject to aforesaid reasons the Company will compensate the intending Allottee(s) for delayed period @ Rs. 5/- per sq. ft. per month subject to regular and timely payments by the Allottee(s). On the other hand if the intending Allottee(s) fails to take the possession of the Apartment within one month from the date of asking him to take the possession, intending Allottee(s) shall pay @Rs. 5/- per sq. ft. per month to the Company for the period the Allottee(s) delays in taking possession.
11. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per Sq. ft. and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
12. Any request for any change in construction of any type in the Apartment from the intending Allottee(s) will not be entertained / allowed.
13. The intending Allottee(s) is/are aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The intending Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
14. Single point electric connection will be taken for the Township from UPSEB/any other source and will be distributed through separate meters to all intending Allottee(s) through prepaid system. Charges for installation of the electric meter and whole distribution system will be @ Rs.20,000/- per KW connection and shall be given by the intending Allottee(s) to the Company at the time of possession of the Apartment.
15. The intending Allottee(s) shall have to make the payment in time of all the bills on account of electricity and any other charges etc. as consumed by them to the Vendor or its nominated agency.
16. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed & registered in favour of the intending Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the Company and the intending Allottee(s). Other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the intending Allottee(s).
17. The intending Allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointment by the Company at the time of possession of the Apartment. The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. The intending Allottee(s) will deposit @ Rs. 20/- per Sq. ft. as interest free Non-Refundable Security Deposit with the Company or its nominee, as appointed by the Company.