

पैसे पेड़ पर नहीं
दुकान में उगते हैं

AVI
STREET
— IN THE HEART OF CITY —



AVI Realtech Pvt. Ltd.

Regd. Off.: - C-19, Old Kanti Nagar, Delhi-51 | Corp. Off.: - H-111, Sector-63, Noida, 201301

Site Add. - CS-03/ GH-01 , Sector-4, GAUR CITY, Greater Noida West | CIN No.: - U70102DL2014PTC272345 | Tel.: 0120 6500277

Conceptualized By



Application Form For the Booking of Shop/Commercial Unit In the Convenient Shopping Space Project “AVI Street” in the Gaur city -1 township at CS-03, Plot No. GH.01 ,Sector-04 ,Gr Noida West ,District Gautam Budh Nagar , (U.P.)

To,

M/s Avi Realtech Pvt. Ltd.
H-111, Sector-63, Noida, 201301
Gautam Budh Nagar, (U.P.)

Dear Sir/s,

I/ We (herein after referred to as “applicant(s)”) hereby applying under.....payment plan for the allotment of a Shop / Commercial Unit In the Convenient Shopping Space ,Project “AVI Street “ In the Gaur city -1 township at Plot No. CS-03, Plot No. GH.01 ,Sector-04 ,Gr Noida West ,District Gautam Budh Nagar , (U.P.)

I/We remit here with a sum of Rs..... (Rupees.....
.....only by bank draft/ cheque no/Cash.....dated
.....drawn on.....as booking amount .

I/we have clearly understood that this application Form does not constitute an Agreement to sell and I /We do not become entitled to the provisional or final allotment of an Shop / Commercial Unit, notwithstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application. The allotment will become final and binding only after I/ we sign and execute the Allotment Letter on the company’s Standard format agreeing to abide by the terms and condition laid down therein.

In the event of Avi Realtech Pvt. Ltd. (herein after called the Company/(ARPL) agreeing to book Shop/ Commercial unit , I/We agree to pay further installment and all other dues as stipulated in this application form and the payment plan as explained to me/us by the company and understood by me/us.

My/Our Particulars are given below for your reference and record

1. SOLE OR FIRST APPLICANT:

Mr./Mrs./Ms.

S/W/D of

Nationality

Date of BirthProfession/Service.....

Residential Status: Resident Non Resident Foreign National of Indian Origin

Income Tax Permanent Account No.....

Mailing Address.....

.....

Telephone No Mobile No.Fax

Designation, Office Name & Address

.....

Telephone No Email Id

1. JOINT OR SECOND APPLICANT:

Mr./Mrs./Ms.

S/W/D of

Nationality

Date of BirthProfession/Service.....

Residential Status: Resident Non Resident Foreign National of Indian Origin

Income Tax Permanent Account No.....

Signature of First-applicant(s).....

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



Mailing Address.....
 Telephone No Mobile No. Fax
 Designation, Office Name & Address
 Telephone No. Email Id

In case of joint applicants all the correspondences and mails will be sent to the First applicant only.

3. M/s _____ a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by along with firm resolution Shri/Smt. _____ (copy of the resolution signed by all Partners required). PAN/TIN No.:Registration No.....

OR

4.M/s _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shri/Smt. _____ authorized by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: _____

DETAILS OF SHOP/COMMERCIAL UNIT IN CONVENIENT SHOPPING SPACE

Shop/Commercial Space No..... Floor

*Saleable Area Sq. ft.

Covered AreaSq.ft,

Terrace areaSq.ft.

Remarks.....

5. Cost of the Shop/Commercial Unit in Convenient shopping space

Basic Sale Price (BSP)	Per Sq. ft.	Rs.
Preferential Location Charges	Per Sq. ft.	Rs.
Reserved Car Parking Space	Per Sq. ft.	Rs.
Total (A)		Rs.
External Electrification Charges	Per Sq. ft.	Rs.
One Time Lease Rent	Per Sq. ft.	Rs.
Fire Fighting Charges	Per Sq. ft.	Rs.
Total (B)		Rs.
Total Cost (A+B)		Rs.
Total Cost (In Words)		Rs.

Note : Payments to be made by A/c Payee Cheque(s) Demand Draft(s) in favour of "M/s AVI Realtech Pvt. Ltd." (Demand draft payable at Delhi, A/c payee cheque should be of Delhi NCR or payable at par)

6. I/We require electrical connection forKVA (the charges for electrical load will be decided by the company at the time of offer of possession).

7.I/We require power back-up of KVA ((the charges for power back-up load @ Rs. 25,000/- per KVA shall be applicable). The per unit charges for the power back-up (i.e. running of DG Set) will be decided at the time of offer of possession depending upon prevailing prices of fuel.

Signature of First-applicant(s).....

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

• All the terms & conditions of agreement for electricity & power back-up Supply shall be also applicable and binding.

• The electrical installation / transformers / Gen. Sets / E.S.S. equipments and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be installed

Note; Any additional electricity or power back-up load if required in future, the enhancement of load will be subject to the availability and charges as applicable at that time.

The parking will be provided in a multi-level car parking at walking distance.

8. Service Tax will be payable by the applicant as applicable.

9. I/We are ready to pay IFMS Rs. 25000/-Per Shop / Commercial Unit at the time of offer of possession.

10. Monthly Maintenance Charges shall be applicable for the super Built-up area .The rates of monthly maintenance charges will be decided by the company and that shall be final and binding on applicant(s)/ allottee(s)

11. Date for the Possession of shop/commercial unit in convenient shopping space will be (+ 3months Fit Out Period)

The Company will execute a sale deed of super built-up area and the sub lease deed for the undivided share in land underneath for the said shop/commercial unit in convenient shopping space. The Super built -up area comprises of the polyline (P Line) area of the Convenient Shopping Space (i.e. the area of R.C.C. slab of said convenient shopping space including walls, columns, beams, usable shafts, including terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of the convenient shopping space project (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby, overhead water tanks, machine rooms, mummies, garbage room etc.) and the proportionate common area of the project which includes, security rooms, , maintenance room, common toilets, generator room, electrical room, and other constructed common areas which are not separately charged.

1 SQ.MTR = 10.764 SQ.FT.

DECLARATION:

I/We the applicant(s) do hereby declare that my/our above particulars/information's given by me/us are true and correct and nothing has been concealed there from. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said shop/commercial unit in convenient shopping space. I/We shall be considered as intending allottee(s) only.

Date: _____

Yours faithfully,

Place: _____

Signature of applicant(s)



FOR OFFICE USE ONLY

RECEIVING OFFICER: Name..... Signature Date

1. ACCEPTED REJECTED

Type of shop/commercial unit shop/commercial unit No..... Floor.....

Parking Type:..... Open Covered

Total price payable for the apartment together with the parking price Rs.....

2. PAYMENT PLAN:

3. Payment received vide Cheque/DD/Pay Order No..... Dated.....
 Drawn onfor Rs.
 (Rupees.....)

4. Provisional Booking Receipt No..... Dated

5. BOOKING: DIRECT/THROUGH SALES ORGANISER

6. Sales Organiser's Name & Address, Stamp with Signature.....

7. Check List for Receiving Officer:

- a) Booking Amount Cheques/Drafts
- b) Customer's Signature on all pages of the Application Form at marked 'X'
- c) PAN No. & Copy of PAN Card/Undertaking Form No.60
- d) For Companies: Memorandum & Article of Association and Certified copy of Board Resolution
- e) For Foreign Nationals of Indian origin: Passport photocopy/funds from NRE/FCNR A/c
- f) For NRI: Copy of Passport & Payment through NRE/NRO A/c

Whereas land admeasuring 503216 sq.mt was allotted to M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd.(herein after referred to as "GHIPL") From the Greater Noida Industrial development Authority (GNIDA) on lease hold basis vide lease deed dated 5-5-2010, for the development and set up a residential town ship.

And whereas the GHIPL has got the approval of plans from GNIDA and after the approval sanction plot no. CS-03/GH-01, sector-4 Greater Noida, District:- Gautambudh Nagar allotted to ARPL .The said plot admeasuring 2000sq.mt.(CSC.)is for purpose of development and contraction of convenient shopping complex. A allotment of the said plot dated 15/01/2015 has been duly executed between the GHIPL and the ARPL.

And whereas the building plans of the proposed project AVI Street have been sanctioned by the GNIDA. The Project/complex will have shop/commercial unit of different sizes and dimension on various Floors therein along with common area. The intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the rights of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office/corporate office of the company, as per the Layout Plan it is envisaged that the shop/commercial unit in convenient shopping space on all the floors shall be sold as an independent unit with importable and undivided shares in the land area underneath Plot.

TERMS AND CONDITIONS forming the part of application form for allotment of shop/commercial unit in convenient shopping space in the project AVI Street plot no. CS-03/GH-01, sector-4 Gr Noida West, District:- Gautam budh Nagar at township Gaur City-1.

1. That the intending allottee (s) is/are aware of and has/have knowledge that the building plans are tentative and the intending allottee(s) agree to that the building plans can be modified, changed, as may be deemed necessary or may be required to be done by the ARPL, the Government/GNIDA or any other local authority or body having jurisdiction. That the company can make any type of change in layout/ elevation/design/ alteration in open spaces area etc. as and when required and deemed fit by the company and by signing this application and terms & conditions it shall be presumed all time consent of the applicant(s) for all which has been stated herein
2. That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company , the Government/GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building By laws of the GNIDA the F.A.R.(Floor Area Ratio) of the project presently is 2.00 of the Convenient shopping Plot area which comprises of fixed nos. of the shops/commercial space, thereafter 2.00 FAR of the Convenient shopping Plot Area is under the consideration of GNIDA whenever it will be offer for purchase by the GNIDA, The company may purchase the said FAR, also as per the norms of the GNIDA , 5% Additional FAR for the green building is Additionally Permissible. Further more 10% of the total FAR is compoundable, accordingly the nos. of shops/commercial space may be increased. Also that in the eventuality of change in extra FAR whatsoever 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 allotment and terms & conditions it shall be presumed all time consent of the allottee(s) for all which has been stated herein in term of U.P. Apartment Act,2009.
3. That the consideration is for the "Super Built Up Area". The Company can sale the vacant Shop/commercial unit in convenient shopping project or the complete Block of the convenient shopping units as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.
4. That any request for any change in construction of any type in the Shop/Commercial unit from the intending allottee(s) will not be entertained.
5. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall basis.
6. That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. if the intending allottee(s) don't agreed with any of the terms and conditions or the content therein, the intending allottee(s) can cancel the said booking and ask for refund of amount deposited and in such case there will be deduction of 10% of the Basic cost.
7. That the intending allottee(s) after depositing 10% amount of the cost mentioned above have to execute the Allotment Letter on the company's standard format there after the intending allottee(s) shall be treated/ referred as allottee(s). In case the intending allottee (s) fails to execute the allotment, either he/they has/have deposited the 10% amount , the said booking shall be cancelled and the deposited amount will be refunded after deducting 10% of the basic cost. The schedule of installments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).
8. In Case reissuance of Allotment letter is required and requested by the allottee(s) or bank /financial institution that shall attract a fees of Rs 10,000/- as administration charges and shall be payable by the allottee(s).
9. That the allottee(s) and the family members have a right to visit and inspect the project during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses on account of any accident/visit.
10. That the applicant & co-applicant (if any) will have equal share in the unit of convenient shopping , in case of death of any 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 case where any dispute arises between the applicants the booking will continue only after providing consent in writing by both applicants and No Objection Certificate from the bank concern. In all the above said circumstances interest over the delayed payment shall be charged. There will be a time limit of maximum up to two months from date of the payment falling due there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10 % of the basic cost. For the

Signature of applicant(s).....

Signature of First-applicant(s).....

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



refund in case of dispute between applicants, consent of both applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant(s)/allottee(s).

11. That the schedule of payment/installment is duly explained to the intending allottee(s) and will also to be mentioned in the allotment letter, the payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.
12. That the car parking will be provided in a multi level parking at walking distance..The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee(s). One car parking is mandatory. No car/ vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Maintenance Agency. The Maintenance Agency or owners/allottees/occupiers of the shops/ commercial space shall not have any right over the un-allotted parking spaces..
13. That the installments of payment of the unit in convenient shopping space will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the interest @ 18% per annum shall be applicable and charged on the delayed payment, however there will be a grace period for the delay of 15 days from the due date of payment , in case the delay exceeds more than fifteen days than there will be no grace period and interest @ 18% per annum shall be charged from the day one. In case payment is not received even after a delay of two months from the date of payment falling due or in the event of breach of any of the terms & condition of the allotment by the allottee(s) , the allotment will be canceled and 10% of the basic cost of the convenient shopping space will be forfeited and balance amount will be refunded without interest. . In the eventually of prolonged delayed where the cancellation could not be done by a mistake or any other reason , in exceptional circumstance the company may in its sole discretion condone the delay in receipt of payment by enhancing the cost of the shop/ commercial unit as per the prevailing rates or charging interest @ 18% per annum whichever is higher.
14. That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting 3%change in the super built-up area of the unit there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than 3 % in super built-up area of the convenient shopping space, any time prior to and upon the possession of the convenient shopping space the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost. The allottee (s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't gives consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and interest No other claim of the allottee (s) shall be considered in this regard.

It shall always be clear that any alteration / modification resulting in more than $\pm 3\%$ change in the super built-up area of the apartment then the demand or refund shall be applicable for the entire area eg, : for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4 % area.
15. That if for any reason whether within or out of the control of the company whole or part of project is abandoned no claim shall be preferred except that the money received from the applicant(s)/ allottee(s) will be refund, in full, without any interest.
16. That the construction of the project is likely to be completed as early as possible, the following can affect to that, regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
17. That as soon as the construction will be completed with all the basic amenities after applying for the completion certificate to the authority concerned offer for possession will be sent to the allottee(s) The allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
18. That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
19. That a written intimation "Offer of Possession" of completion of unit in convenient shopping space will be sent to the

allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sale deed etc. The offer for possession will have a time of one month after the expiry of that monthly maintenance charges shall be applicable and levied upon the unit in convenient shopping space either the allottee has taken the possession or not. The allottee(s) shall be considered as the owner(s) of the convenient shopping space after the registration of sale deed. There will be a Fit out period of 30 days for an individual convenient shopping space, the internal final touch of unit will be done only after the registration of sale deed.

20. That if there is delay in handing over the possession of unit in convenient shopping space beyond 3 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 20/- per sq. ft. per month for the super built-up area of the unit in convenient shopping space for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. . Vice-versa the penalty of Rs. 20/- per sq. ft. on delay in taking of possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not proceeds with the requisite compliance as per the letter of " Offer For Possession". The holding/waiting period where the allottee has not taken the possession will be computed from the date of letter " offer for possession" the holding and wait shall have a limit maximum of 3 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and after deducting the said charges for holding/waiting along with the maintenance dues and deduction of 10% from the basic cost of convenient shopping space shall also be applicable as per the terms & condition of the company. That in all the case of refund where a loan was availed for the said unit in convenient shopping space, the loan dues will be refunded to the bank/financial Institution first thereafter the balance amount (if any) will be refunded to the allottee(s).
21. 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 presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
22. That the Sub Lease Deed/ Registration of the unit in convenient shopping space shall be executed and registered in favor of allottee(s) after the completion of construction at the site and after receipt of total consideration and other charges agreed herein and other connected expenses/charges (i.e. cost of Stamp Duty for registration of the sale Sub lease Deed, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges etc.) The all above stated expenses/charges shall be borne and paid by the allottee(s). The allottee(s) 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 government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
23. That until a Sub-lease Deed is executed and registered, the company shall continue to be owner of the unit in convenient shopping space, the allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company.
24. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier. It shall be always clear, understood and agreed that for any futuristic taxes only the allottee(s) of the unit in convenient shopping space shall be liable for that, the company shall not held responsible for the said taxes by any name whatsoever.
25. That the owner(s) after possession shall 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 by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Govt. / Govt. of India.
26. That the Basement spaces as per the permissible usage can also be allotted for other purposes like storage spaces etc.
27. 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 allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.
28. That the per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel and other expenses at the time of possession. The rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.

Note:- Any request for reducing the electrical and power back-up load will not be entertained and no refund shall be made

Signature of First-applicant(s).....

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

Signature of First-applicant(s).....

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



29. That the allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company Rs. 25000/- per shop. The allottee(s) also has/have to pay per months monthly Maintenance charges of the super built-up area the same shall be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the project. It shall be always clear that the enhancement of monthly maintenance charges is subject to the escalation of cost of material and wages etc.
30. That the allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its nominee as appointed by the AVI REALTECH PVT LTD at the time of possession of the Shop/Commercial unit.
31. That the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/construction of the convenient shopping space/complex. However, the sale sub lease deed in respect of unit in convenient shopping space in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
32. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" V/s state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company
33. That the unit in convenient shopping space shall not be used for the purpose which may or likely to cause public nuisance or not permissible under the law. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to owners or associations of owner, they also shall not be permitted to closing of lobbies, lounges, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls or any external wall of convenient shopping complex shall not be permitted. Any type of change inside the unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.
34. That the intending allottee(s) will have to allow sweepers/maintenance staff to enter in his/her/their Shop/Commercial unit for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their shop/Commercial unit or any other Shop/Commercial unit .
35. That the use of the unit is not allowed for the following purposes even after the sale deed
- I) Fresh Meat/Flash/chicken or any other kind of non-vegetable shop
 - II) Storage of any chemical/hazardous material prone to fire / leakage
 - III) Service station of any type of automobile
 - IV) Trading of building materials or any other commodity which are required to be stacked outside the shop area.
36. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt./maintenance agency nominated by ARPL and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after completion of the Complex. The Shop/Commercial unit shall be used for the purpose for which it is allotted.
- (a) that the Shop/Commercial unit shall not a used for any purpose which may or likely to cause nuisance to the allottee(s) of other Shop/Commercial units in this Complex or to crowd the passages to use it for any illegal or immoral purpose.
 - (b) That the Shop/Commercial unit shall be used for activities as are permissible under the Law.
 - (c) That the allottee(s) will be responsible for any damage to any equipment in the Complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item or any part of the complex or other shop/commercial unit. If it occurs due to his/her/their malfunctioning or willful act.
37. That the contents of each unit in convenient shopping space along with the connected structural part of the building shall be insured by the allotte(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular convenient shopping space shall in no way be responsible for safety, stability etc. of the structure.

The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.

38. That the Advertisement board can be placed only on specified place, no advertising board/signage can be placed anywhere except the place demarked by the company in the complex. However, as per requirement company has power to take the decision regarding the display.
40. That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered 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 and letters posted at that address will be deemed to have been receiving by the intending allottee(s) /allottee(s) and the company shall not be responsible for any default.
41. Dispute Resolution: The parties hereby agree that any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for the purpose by the Chairman of the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The venue of the arbitration shall be Noida District Gautambudh Nager Uttar Pradesh, India.
42. Over riding Effect: In the event of any inconsistency between the Documents of Allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Documents of Allotment shall prevail.
43. In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

This application is complete and self-contained in all respects. No oral or any written representation or statements of the applicant(s) shall be considered constituting part of this application until permitted by the company.

The applicant(s) do agree to abide by all the terms and conditions including relating to payment of consideration and other charges, forfeiture of money as laid down herein and the execution of the Allotment Letter.

The applicant(s) have clearly understood that this application does not constitute an Agreement to Sell and the applicant(s) do not become entitled to the provisional and/or final allotment of an convenient shopping space notwithstanding the fact that the company have issued a receipt in acknowledgement of the money tendered with this application. It is only after the sign and execution of the Allotment Letter on the company's standard format agreeing to abide by the terms and conditions lay down therein, the allotment shall become final and binding.

I/we have fully read and under stood the terms and conditions mentioned herein above, all shall be abide and binding over me/us. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/We hereby given consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. my/our this consent will be presumed as all-time written consent for the same.

Date:

Place:

Signature of the applicant(s)

Signature of First-applicant(s).....

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

Signature of First-applicant(s).....

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

