



APPLICATION FORM

RUDRA SKYTRACKS

Art of Superior Living

Yamuna Expressway



U/W _____
CP _____

To,

M/s Rudra Buildwell City Private Limited

A-66, Sector-63, Noida

Sir(s)

Application No.....

Date of Application.....

I/We request that I/we may be registered for provisional allotment of a Residential Flat of description specified below, in the Group Housing Scheme in the name and style of 'SKYTRACKS' being developed and promoted by your company M/s Rudra Buildwell City Private Limited (hereinafter referred to as 'the Company') at TS-1-B Group Housing 3, Sector 220, Yamuna Expressway, Greater Noida, Gautam Buddha Nagar, (U.P).

I/We also agree to sign and execute, as and when desired by the Company, the Allotment Letter/Builder Buyer Agreement on the company's standard format, contents, whereof have been read and understood by me/us in my/our vernacular language and I/we agree to abide by the terms and conditions thereof.

I/We understand that plot/land on which proposed group housing is being developed and promoted, has been leased out to the company by Yamuna Expressway Industrial Development Authority on 90 years lease on the terms and conditions mentioned in the Lease Deed.

I/We shall comply with the various Terms & Conditions of the said lease deed executed between Yamuna Expressway Industrial Development Authority (hereinafter referred to as "YEIDA") and the company, in so far as those pertaining to rights and obligations of the Allottee(s)/Sub-Lessees.

I/We remit herewith a sum of Rs..... (Rupees.....only) including service tax by Bank Draft /Cheque No..... dated..... drawn on.....

being the initial booking amount for the allotment of the flat as per terms and conditions of payment plan.

I/We further agree to pay the installments including the basic cost and allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us, failing which the allotment will be cancelled and the booking amount shall be forfeited by the Company. My/Our particulars are given below: -

PARTICULARS OF FIRST / SOLE APPLICANT

Applicant's Name

Son/Wife/Daughter of

Mother's Name

Occupation...../ Nationality: India [] Others []

Date of Birth...../ Marital Status: Married [] Single []

Permanent Address.....

.....

.....

Correspondence Address.....

.....

.....

Communication preferred at: Permanent Address [] Correspondence Address [] Office []

Tel. Residence Office

Mobile(must) E-mail:(must)

PAN No.....(must)

Please affix passport size photograph of the Applicant

SPACE FOR SIGNATURE

Applicant Signature

Co-Applicant Signature

DESCRIPTION OF FLAT:

- (i) Tower/Block No..... (ii) Flat No.....
 (iii) Floor..... (iv) Super Area (Sq. ft.).....

A. Details of Pricing:

Basic Sales Price @ Rs..... per sq.ft. of Basic Amount Rs..... only

B. Preferential Location Charges

- Floor @ Rs..... per sq.ft. Rs. only
 Park Facing @ Rs..... per sq.ft. Rs. only
 Expressway Road Facing @ Rs..... per sq.ft. Rs. only
 Corner/Rear @ Rs..... per sq.ft. Rs. only

C. Car Parking Charges :

- (a) Open (Nos.)..... @ Rs. per parking, Rs.only
 (b) Covered (Nos.).....@ Rs.per parking, Rs.only
 (c) Double Basement (Nos.).....@ Rs.per parking, Rs.....(Two cars in single bay)
 D. Club Membership @ Rs.per sq.ft. Rs.....only
 E. Additional Power Backup @ Rs. /KVA.....only (Free 1 KVA Power Back-up)
 F. IFMS @ Rs. per sq.ft. Rs.....only
 G. EDC/IDC/FFC @ Rs.per sq.ft. Rs.....only
 H. Lease Rent @ Rs.....per sq.ft. Rs.....only
 TOTAL (A+B+C+D+E+F+G) Rs.
 (Rupees in words..... only)

It is clarified, that all outgoings of whatsoever nature including Service Tax and all other taxes, duties, levies etc. as may be applied demanded by the government/local bodies/nodal agencies etc. shall be payable extra and shall be borne by the buyer as per demand or applicable rates as may be notified by such government/local bodies/nodal agencies etc. from time to time.

Authorised Signatory

Applicant Signature

Co-Applicant's Signature

Booked by
 Date _____

Checked by
 Date _____

Approved by
 Date _____

Declaration

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application shall be subject to the terms and conditions of the Allotment Letter/ Builder Buyer Agreement the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particulars/information given above till the booked property is registered in my/our name(s). I/We declare that in case of non-allotment of the flat, my/our claim shall be limited only to the refund of the deposited amount without any interest.

(i)
 (ii)
 (iii)

(Name of Applicants)

(Signature of Applicants)

Place

Date

Note:-

- (i) All cheques/drafts are to be made only in favour of "M/s Rudra Buildwell City Private Limited" payable at Delhi/Noida.
- (ii) Persons signing the application on behalf of the other person/firm/company or issuing cheque in behalf of person booking the flat shall file authorization/power of attorney/board resolution duly attested by a first class Magistrate/ Notary public.

Authorised Signatory

FOR OFFICE USE ONLY

- A STATUS
 - 1 . Single Applicant
 - 2. Two Applicants
 - 3. Proprietor / Partnership
 - 4. Private Limited Co.
- B POST DATED CHEQUE OF IIInd INSTALLMENT ATTACHED
- C PHONE NUMBER & EMAIL ID VERIFIED
- D SALES TEAM MEMBER MET CUSTOMER
- E ALL DOCUMENTS* RECEIVED IN ORDER OF

***Check list of documents (all self attested):**

- 1. Copy of PAN Card.
- 2. Copy of proof of residence.
- 3. Photograph of Applicant(s) (3 each)
- 4. Photocopy of Passport for NRI/ Foreign Nationals.
- 5. Photocopy of Company's Identity Card (for Corporate bookings only)
- 6. Copy of Cheque
- 7. Copy of Receipt
- 8. Copy of Price List duly agreed & signed by customer
- 9. Applicant, Co-Applicant sign on all pages of Application Form
- 10. RCP Name & Details
- 11. RCP Reward
- 12. MOU of RCP available YES [] NO []
- 13. Under Writer Inventory checked approval required if not booked by under writer self.

DETAILS OF ASSOCIATE / RCP / UW

- 1. Name of Company
- 2. Address of Company.....

- 3. Contact Person.....
- 4. Phone Number(s).....
- 5. Email ID

Booked by..... Checked by..... Approved by.....
 Date..... Date..... Date.....

Terms and Conditions for Booking of Flat in RUDRA SKYTRACKS, Yamuna Expressway, Greater Noida, GB Nagar, U.P.

1. BOOKING

- 1.1 The allotment shall be communicated in writing as Welcome Note to Rudra Family duly re-confirming the plan opted. It shall remain provisional till the Builder Buyer Agreement is duly executed between the Applicant and the Company.
- 1.2 The Applicant shall specifically indicate the preference of the flat booked and said preference shall not be allowed to be changed. However, the Company may at its sole discretion, entertain a request for change of category, if the flat(s) are available in the desired category at the time of making such request. The applicant undertakes to pay the company, on demand, any additional cost/charges etc. on account of any such change being affected by the Company as per the request of the Applicant.
- 1.3 In case the change of category is allowed by the Company, the same shall not be final unless the previous overdue amount if any, along with interest payable & the difference in amount, as herein above stated is duly paid by the Applicant according to the applicable rates.
- 1.4 All bookings will be subject to terms and conditions of payment plan prevailing at the time of booking rates will remain same till escalation is upto $\pm 25\%$, of the construction cost taken at the time of booking.
- 1.5 All cheques issued as per the policy / guidelines of RBI w.e.f. 01.04.2013 only will be accepted for payment against booking. The outstation cheque for the booking amount if not AT PAR shall not be accepted.

2. REGISTRATION CHARGES

All the costs relating to stamp duty and other incidental charges, as applicable, for registration of Sale Deed/Conveyance Deed etc. shall be paid separately by the Allottee(s) to the company before possession, as demanded by the company.

3. CANCELLATION PROCESS

In case the Applicant desires for cancellation of the booking before the execution of the Builder Buyer Agreement, at any time, 5% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest. After the execution of the Builder Buyer Agreement, the terms and conditions of the Builder Buyer Agreement shall prevail for cancellation.

4. TRANSFER CHARGES

In case the Applicant desires transfer of the allotment/ownership of the unit, before registration/possession, an administration charge of Rs.200/- PSF of the prevailing basic sale price at the time of desired transfer shall be payable by the Applicant(s). Transfer of allotment/ownership shall be on the sole discretion of the Company however, the same may be permitted only after receipt of 50% of the total cost of the flat. All terms & conditions relating to transfer will be guided by the formal transfer policy of the company.

5. PAYMENT

- 5.1 Timely payment of the total cost as per the payment schedule, inclusive of the Service Tax and/or other charges as applicable shall be the essence of the Agreement. Failure on part of buyer at any point to meet obligation will be construed as acceptance of cancellation of flat with forfeiture of payment made thus far.
- 5.2 An amount equivalent to 15% (Fifteen Percent) of the Basic Cost shall always be deemed to have been paid by the Applicant(s) as and by way of Earnest Money until the completion of full payment and possession of the unit is given.
- 5.3 Payment Plan shall not be allowed to be changed. However, if the payment due as per the Down Payment plan option is not made on time, the plan shall be converted to another plan such as Flexi Plan or Construction Linked Plan as per the payment received (flow of payment) at the sole discretion of the company and shall be binding on the Applicant(s).

However, the Applicant(s) shall be notified to such effect. The Applicant shall be bound to make payment on demand by the Company such payments and/ or charges, if any, on account of such changes being effected, within 15 days of the letter of demand raised by the company on the Applicant(s). The basic sale price of the apartment booked shall stand revised accordingly.

Authorised Signatory

Applicant Signature

Co-Applicant's Signature

5.4 All the payments shall be made through New Cheque (as per RBI guidelines) / DD/ RTGS/ NEFT or Pay Order in the name of the Company "M/s Rudra Buildwell City Private Limited". In case of online payment, the bank details are provided hereunder_

ACCOUNT HOLDER : RUDRA BUILDWELL CITY PRIVATE LIMITED
 BANK : AXIS BANK LTD.
 BRANCH : INDIRAPURAM BRANCH, GHAZIABAD, U.P. - 201010
 ACCOUNT TYPE : CURRENT ACCOUNT
 ACCOUNT NO. : 913020029034265
 RTGS/NEFT/IFSC CODE : UTIB0000636
 MICR NO. : 110211055
 SWIFT CODE : AXISINBB022

5.5 Rs. 500/- only or 1% of cheque amount whichever is higher, shall be charged for all cheques returned. Unpaid for any reason and the payment in lieu of the bounced cheque shall be accepted through DD/PAY ORDER / NEFT/RTGS only. E-Transaction: Company is in process of installing payment gateway and once installed, if the applicant opts to pay through web, all charges pertaining to avail the facility will be borne by applicant.

5.6 In the event of delay in payment, the Applicant(s) shall be liable to pay simple interest calculated @24% per annum of the outstanding amount from the next day of the Due Date for the period of delay. All payments made by the Applicant will first be adjusted towards the and interest due on delayed payments, if any, and thereafter the balance, if any, will be adjusted towards the principal due and service tax as applicable.

5.7 In the event the Applicant(s) fails to pay any installment(s) with Interest within 120 days from the Due Date, the Company shall have the right to forfeit the entire amount of Earnest money (i.e. 15% of the total cost) paid by the Applicant(s) and in such an event the Allotment of the said apartment shall stand cancelled and the Applicant(s) shall be left with no right or lien on the said apartment and the Company at its own discretion would be free to allot the apartment to a third party. The amount paid, over and above the Earnest Money, if any, shall be refunded by the Company without interest after adjustment of Interest accrued on the delayed payment(s), brokerage, if any, and / or any other charges, dues from the Applicant(s) under this application. In case where the Company has received less than 15% of the Total cost, the so far paid amount to the Company will be forfeited.

5.8 The Applicant(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessments whether levied now or in future, on land and/ or on building as the case may be, from the date of application.

5.9 The Applicant(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the Company or its nominated agency and as and when demanded by the Company/ its nominee. The decision in this regard shall be entirely at the sole discretion of the company and the same shall be binding upon the applicant/ flat buyer. This arrangement will be carried out until the services are handed over to the local bodies. The Applicant agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers.

6. SALE PRICE

6.1 The Sale Price of the Flat may vary at the discretion of the company at any time before acceptance of the application.

6.2 The Sale Price of the Flat on confirmation of allotment shall remain fixed subject to the changes as per clause 1.4 of the Terms & Conditions of this application.

6.3 The Sale Price of the Flat shall not include the following:

- a) Taxes, impositions of levies or duty as applicable, imposed by the local authorities/Govt. for the sale/sublease of the said flat from time to time.
- b) Cost of electrification charges for providing connections by the electricity board including any security amount demanded by the electricity board have been provided tentatively. Any increase shall be on Allottee's account on

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pro-rata basis.

- c) Individual Electric Meter Connection charges as applicable.
- d) Charges for providing water and sewage connections by concerned authorities.
- e) Any change in govt. taxation or levies.
- f) Any other charges as referred in the Builder Buyer Agreement
- g) Escalation in any of the aforesaid charges.
- h) Any other kind of Development Charges as may be imposed by the concerned authorities or charges for providing amenities by the local bodies.
- i) Processing fee and all other incidental charges as payable to the Ghaziabad Development Authority at the time of transfer/execution of sale Deed shall be borne by the Allottee(s).
- j) Any additional cost / charges / reimbursement / compensation liable to be paid under the direction of the concerned authority pertaining to the land.

7. SUPER AREA

- 7.1 It is defined as the total built up area of the flat booked and shall also include walls, windows, balconies, projections etc., proportionate share of areas like staircase, common areas, lifts, walls and areas used/earmarked for installation of essential facilities like electrical sub stations, transformers, water tanks and other facilities.
- 7.2 The total built-up area of the flat may, during the course of construction, change marginally. If there is any change the Basic Sale Price of the flat may be increased or decreased depending upon the variation in the area/size of the flat. Description of flats as mentioned in clause 2 may also change due to unavoidable circumstances beyond the control of company.

8. POSSESSION

- 8.1 The possession of the apartment is proposed to be delivered by the Company to the Applicant(s) within 42 months from the date of execution of the Builder Buyer Agreement subject to force majeure circumstances beyond the control of the Company, and upon registration of sale Deed, provided all amount due and payable by the purchaser under this agreement has been paid to the Company within the stipulated period. It is however, understood between the parties that the possession of various blocks/ towers comprised in the complex shall be ready and complete in phases and after the completion the apartment shall be handed over to the purchaser of different towers.

It is agreed that the Company shall be entitled to reasonable extension in time stipulated for delivery of possession of the apartment because of any default or negligence attributable to the applicant(s) in fulfillment of obligations under this Application. However, if the Company fails to handover the possession beyond the given period adding the grace period of 06 months in lieu of any unforeseen circumstances, the Company would be liable only to compensate the Applicant(s) @ Rs. 5 per sq. ft. per month only for the delay attributable to the inability of the Company in the handing over of the apartment beyond the above mentioned grace period. Similarly the customer would also be liable to pay holding charges of Rs. 5 per sq. ft. per month if the customer fails to take the possession within 30 days from the date of issuance of the letter stating the offer of possession.

- 8.2 The Company however, if compelled by the reasons beyond control including but not limited to earthquake, civil riots, or other circumstances of supervening impossibilities may extend the period of possession beyond the period specified above. The Applicant(s) agrees that the sale of the unit is subject to force majeure clause which inter-alia shall be including but not limited to the non-availability of steel/ or cement or other building materials, or water supply or electric power or slow down due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war or any act of God, delay in certain decision/clearances from statutory body, or if non-delivery as a result of any notice order rules or notification of the Government and/or any other public authority or for any other reason beyond the control of the Company and in any of the aforesaid event, the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises on account of the above circumstances.
- 8.3 The Company shall neither pay any interest for the delay in handing over of possession for the aforesaid reason(s) as stated hereinabove nor will the Applicant be entitled to claim any compensation for the delay.

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8.4 In case of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the Applicant(s) without any interest or compensation whatsoever.

9. EXECUTION OF AGREEMENT

9.1 The Applicant has accepted the plans, designs, specifications which are tentative, and are kept at the Company's corporate office at A-66, Sector - 63, Noida, U.P. and agrees that Company may in its sole discretion, affect such variations, additions, alterations, deletions and modifications therein as it deems appropriate and fit or as may be done by any competent authority and the Applicant(s) hereby gives his/ her consent to such variation/addition/ alteration/ deletion and modification in the building plan and/or area.

9.2 On receipt of the 1st installment with the service tax as applicable, preceded by the submission of the duly filled and signed application form and relevant documents the Applicant(s) shall sign the Builder Buyer agreement issued by the Company in the prescribed format and shall remain bound by the terms & conditions of the Builder Buyer Agreement. Until and unless the Builder Buyer agreement is executed by the parties, the booking shall remain provisional.

9.3 The sale deed shall be executed and got, registered in favour of the Applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of the Total Cost and other connected charges from the applicant. Cost of stamp duty and registration/mutation etc. documentation charges etc. as applicable at the time of registration will be extra and shall be borne by the Applicant(s). The Applicant shall pay the stamp duty and Registration Charges/Mutation charges and all other incidental and legal expenses for execution and registration of sale deed/ mutation of the unit in favour of the Applicant(s) as and when demanded by the Company.

9.4 Until and unless a sale deed is executed and registered in favour of the applicant(s), the Company shall for all intents and purposes continue to be the owner and this application shall not give to the Applicant(s) any right or title or lien therein.

9.5 The allotment of the unit is entirely at the discretion of the Company.

9.6 The Applicant agrees that, any and all disputes arising out of or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Applicant(s). In the event of disputes, claim and/ or the differences not being amicably resolved, such disputes shall be referred to the sole arbitration of a person nominated for the purpose, by Managing Director of the Company. The proceedings of the arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act 1996, as amended from time to time, or any rules made there under. The Applicant(s) hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objection that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be "New Delhi". Honorable courts of Delhi alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.

10. CHANGE IN ADDRESS:

10.1 The Applicant(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by registered A/D letter along with the proof of new address, about all subsequent changes, if any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been served upon him/her at the time when those should ordinarily reach such address and the Applicant shall be responsible for default in payment and other consequences that might occur there from in all communications.

10.2 In case there are joint Applicants, all communication shall be sent by the Company to the Applicant whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered on all the Applicants and no separate communication shall be necessary to the other named Applicant and all the Applicant(s) have agreed to this condition of the Company.

11. The Applicant (s) has applied for allotment of a residential unit with full knowledge and subject to all the laws/notification(s) and rules applicable to this area in general, which have been explained by the Company and understood by the applicant(s) in his vernacular language.

12. The Applicant(s) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the Applicant(s) in this respect.

The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable on the said property.

Authorised Signatory

Applicant Signature

Co-Applicant's Signature



RUDRA SKYTRACKS

Art of Superior Living

Yamuna Expressway



RUDRA

Lifestyle Statements

Rudra Buildwell City Private Limited

Regd. Office: D-53, Okhla Phase-I, New Delhi

Corp. Office: A-66, Sector-63, Noida. • Tel.: 0120-4769999

• Site Office: TS-1-B Group Housing 3, Sector 22D, Yamuna Expressway,
Greater Noida, Gautam Buddha Nagar, (U.P)

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