



Rainawari Health Resorts

THE PERFECT BLEND OF NATURE AND MODERNITY

Application for allotment of Cottage in "Rainawari Health Resorts" at Almora Ranikhet National High way,
Uttarakhand

PROJECT NAME: Rainawari Health Resorts

Dear Sirs,

I/We request that I/we may be provisionally allotted a cottage in **Rainawari Health Resorts**, Katarmal, at Almora Ranikhet National Highway, Uttarakhand.

I/We remit herewith a sum of Rs. (Rupeesonly) by Cash/Bank/Draft/Cheque No..... dated drawn on as booking amount in the event of **Rainawari Health Resorts** (Herein after called the Company/Builder/Developer) agreeing to provisionally allot a cottage on lease, I/We agree to pay further instalment of 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 a cottage notwithstanding 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 lay down therein that the allotment shall become final & binding upon the company.

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

Note: Payment to be made by A/c Payee Cheque / Demand Draft in Favour of "Rainawari Health Resorts".

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

1. SOLE OF FIRST APPLICANT

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

Please affix your photograph here

2. SECOND APPLICANT

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

Please affix your photograph here

3. DETAILS OF COTTAGE

Unit No. Cluster No.....
Leasable/Saleable Area

RECEIVING OFFICER:

NameSignature Date

1. ACCEPTED / REJECTED
2. COTTAGE DETAILS
 - (a) Unit No. Cluster No.
Saleable Leasable areaSq.ft.@ per/sq.ft.
3. PAYMENT DETAILS
 - (a) Basic @Rs./sq.ft.....
 - (b) Other charges
 - (c) Total amount payable for cottage together with the other Charges
Rs.....
4. Payment received vide Cheque / DD/ Pay Order No. Dated
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) Customer's signature on all pages of the application from at marked 'X'
 - (c) PAN No. & copy of PAN Card / Undertaking form No.60
 - (d) For companies: Memorandum & Articles 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

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF COTTAGE IN "RAINAWARI" AT ALMORA RANIKHET NATIONAL HIGH WAY, UTTARAKHAND

Whereas land of the aforesaid Project has been licensed to the Company i.e. (Company / Builder) measuring, 2.045 hectares by the Govt. of Uttarakhand for development of the Resort wide if licence dated 06.07.2010

Whereas as per Norms, the land will be used for commercial, institutional and residential open spaces/Park/Pay grounds/roads/Public Parkings purposes and the whole complex will be developed in phases.

Whereas the right of the intending allottee(s) will be restricted up to allotment of Cottage mentioned herein above on the following terms & conditions relating only to the above said cottage and Complex to be constructed thereon:

Whereas all terms & conditions of the license of the above complex executed in favour of the company shall also be applicable to the intending allottee(s).

1. That as per the Layout Plan it is envisaged that the cottage shall be sold with impart able and undivided share in the land area in the complex. The intending Aloootee(s) shall not be permitted to construct anything on the terrace. However, the Builder 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 is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
2. That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. Pertaining to the aforesaid Project and is / are fully satisfied himself about the title & right of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the cottage on the said Project and also has right to allot different apartments in the said Complex.
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 cottage allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, 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 cottages or the complete block of the cottages as a whole or in part to one or more persons(s)/ies/institution(s) whosoever for short term or long term.
5. The building plans of proposed, complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall basis.
7. 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 there in as may be deemed necessary or may be required to be done by the Builder, the Government, any other Local Authority or Body having jurisdiction.
8. That the lease consideration is for the total area of the said cottage, as mentioned herein above, property known as "Leasable Area" comprises the covered area, areas under walls, full area of galleries and other projection whatsoever, together with proportionate interest in the common area and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all right attached to the said cottage. However, it is admitted, acknowledged and so recorded between that parties that all other right excepting what have been mentioned above including easement right and to carry out further construction in case of any change in the F.A.R. density, 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 be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
9. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations terms and conditions of licence dt.06/07/2010 of the as well as of the Government orders / Notifications/Policy issued from time to time.

10. That the intending Allottee(s) shall after possession comply with all the mandatory requirements and compliance as the Ministry of Environmental Impact Assessment (EIA) norms, Pollution Control Board/Water Commission/any other rules and regulations laid down by State or any other competent authority.
11. That the intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan /building plan, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alternation/modification resulting in \pm 3% change in Leasable/Saleable and area of the cottage, any time prior to and upon the possessions of the cottage, the Builder shall intimate to the intending Allottee(s). In writing the changes thereof and the resultant changes, if any, in the price of the cottage 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 the interest thereon. The intending Allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq.feet as mentioned in the Application/Allotment Letter.
12. That if for any reason the booking of the cottage is cancelled by the intending Allottee(s) or the builder (with proper reasons) then 10% of the basic price of Cottage/Cover will be forfeited and balance amount, if any, will be refunded without any interest.
13. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
14. That in exceptional circumstances, the builder may, in its sole discretion condone the delay in payment by charging interest @24% 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).
15. That the drawings displayed in the Site Office/Registered Office of the Builder showing the builder/Cottage 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 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).
16. That the instalments in respect of payment of cottage will be due at the intervals, as per prescribed payments plans laid down by the Company/Builder, in case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment by the intending Allottee(s), the allotment will be cancelled and 10% of the basic price of the will be forfeited and balance amount, if any will be refunded without any interest.
17. That the intending Allottee 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.
18. Since it is a large project having a 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 plot/cottage as soon as it is made available for possession.
19. That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Government /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.
20. That the developer shall complete the development/construction of the complex within 30 months from the date of execution of Agreement/Project being Bankable, whichever is later and with an extended period of 6 months thereof. In case of delay in construction of the said Flat attributable to delay of Developer, the Developer would pay a sum at the rate of Rs.5/- per sq.ft. saleable /Leasable per month for the period of delay to the intending Allottee, provided however that the intending Allottee has made payment of all instalments towards the sale consideration amount of the said Flat in time and without making any delay to the Developer.
21. That a written intimation for completion of project will be send to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out Period" is in order to facilitate the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own cottage after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Lease Deed etc. The installation of sanitary-wave, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said, "Fit-out-period" only. Which will take 20 to 25 days for an individual Apartment and the intending Allottee(s) may get these final installation done in his/her/their own presence, if desired so.
22. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained.
23. That in case the intending Allottee(s) fails to take possession of the cottage then such a request will not be entertained.
24. That in case the intending Allottee(s) fails to take possession of cottage within given "Fit-out-period", Rs.5/- per sq.ft. will be charged for the delay of First month and Rs.10/- per sq.ft. will be charged for delay during second month from the date of expiry of said "Fit-out-Period."
25. That in case the intending Allottee(s) fails to take possession of cottage even after delay of two months from the date of expiry of "Fit-out Period", his/her/their booking of cottage shall be treated as cancelled, without any further notice, and amount received shall be refunded without any interest after forfeiting amount equivalent to 10% of cost of Cottage as per Company's terms and conditions.
26. That the rate of Electricity and Power back up consumption charges and Fixed Charged (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.
27. 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 hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
28. That the intending Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) as decided by the builder, as demanded by the builder of which will take care of the security deposit for city level maintenance development security.
29. 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.
30. The after taking possession of Plot/Cottage the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Cottage or any other ground whatsoever.
31. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Cottage owner/association of the Cottage owners.
32. That the intending Allottee(s) shall abide by all laws, rules and regulations of the Local Bodies/State Govt. of Uttarakhand 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 if law/laws or rules and regulations and the completion of the complex. The Cottage shall be used for the purpose for which it is allotted.
33. 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.
34. It is hereby agreed, understood and declared by and between the parties that a Lease Deed shall be executed and registered in favour of the intending Allottee(s) after the Cottage 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 lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal free/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 Cottage for the stamps duty.
35. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their Cottage/duct etc. or cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Cottage or any other Cottage.
36. That the intending Allottee(s) is aware that various cottages are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said cottage for residential purpose and shall not use the aforesaid cottage for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other cottages in this complex, to crowd the passages or to use it for any illegal or immoral purpose.
37. That the cottage shall be used for activities as the permissible under the Law.

38. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom/any other portion of the other Cottage 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 fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act.
39. That the contents of each Cottage 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 Cottage 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.
40. That the maintenance Charges, Power Back-up charges, fixed charges from electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
41. 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) Resort Management at the time of termination of the "maintenance Agreement" or transfer of maintenance of the Resort. At the time of handing over the maintenance of the project/Complex the charge over the following will be handed over to the Resort.
 - (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.
42. That Builder shall get single point electric connection for the complex from the 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.
43. That the Carbon credit benefit arises, if any, in the Township can be redeemed by the Builder.
44. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said cottage 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 cottage after taking possession of the cottage.
45. That the intending Allottee(s) can also avail additional power back-up facility (over and above 1 KVA allowed free) and notify his/her/their requirement at the time of booking in application form. He/ She/ They will pay @Rs.20,000/- per KVA for power backup installation charges. The intending Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power backup 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.
46. That the Car parking is available inside the Complex on payment basis and it shall be allotted to the intending Allottee(s) as per type opted by him/her/them in the application form, at the time of possession against charges. 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 possession. 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.
47. 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 be 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.
48. 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 plot/ cottage in the said project/complex. However, the Lease Deed in respect of Cottage in favour of intending Allottee(s) will be executed & registered, free from all encumbrances at the time of registration of the same.
49. That until a lease deed is executed & registered, the Builder shall continue to the owner of the Cottage and also the construction thereon and this allotment shall not give to the intending Allottee(s) any rights or little or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Cottage 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 cottage 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 affected after the actual construction/finishing of the Cottage by the execution of lease deed.
50. Further, if there is any Service Tax, Trade Tax and any additional levies, 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/Statutory or other local authority(s) shall pay the same. Also, the intending Allottee(s) will be liable to pay his/her/their proportionate share.
51. If me/we are interested to sublet our Cottage then a separate agreement will be executed with Rainawari Health Resorts.
52. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Cottage 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 proceedings shall always be held in the city of New Delhi 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 Delhi 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's Foreign National intending Allottee(s) the over Vance 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 cottage to the intending allottee with such specification, which is mentioned in the Allotment Letter. Specification of sample cottage shown shall not be considered for the same.
55. The intending allottee agrees to build the Cottage within the period for which the permission has been granted by the Govt. of Uttarakhand wide its licence dated 06.07.2010 failing which the company may offer an alternative site/cottage to me /us.
56. That as per availability of the Plots/Cottage and approval of the company, company may allot the cottage in my/our favour.
57. That the aforesaid registration amount may be adjusted against the cost of Residential Cottages/Cottage.
58. That I/We declare that no legal proceeding shall be initiated by me/us against the company on the basis of this application form.
59. If instalment is not paid for 2 consecutive times with interest, the company can cancel the registration at its sole discretion.
60. That I/We undertake to get the complete address registered with the company at the time of registration and it shall be my/our responsibility to inform by registered A/D about all subsequent change if any, in my/our address failing which all demands notice and other correspondence posted at the first registered address with the company, will be deemed to have been received. I/We shall be responsible for any default in payment and / or consequence that might occur due to the same.
61. Delhi courts alone shall have jurisdiction in all matters concerning this transaction.
62. All applicable taxes existing or levied in future on the land and/or on the Cottages/Cottage (as the case may be) shall henceforth be borne by me/us.
63. That in case, the intending allottee makes any payment to any other person/company except "Rainawari Health Resorts" against his/her/their booked cottage, then the intending allottee will be solely responsible and liable for the said payment.

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)