

SHIVAKASHI HOMES PVT. LTD.

Application for Allotment of a Plot
In "SURAJ PARADISE"
at Gata No. 55/3, 56, 57_, Village Dhanesri
Tehsil Pindra Dist. Varanasi, Uttar Pradesh

RERA Registration No.

To,

Shivakashi Homes Pvt. Ltd.

H. No. 374, Sundari Sadan, Chhittupur,
Bhu, Varanasi, Varanasi, Uttar Pradesh,
221005

Dear Sir/Ma'am,

I/we, the undersigned, express my interest for allotment of a Residential Apartment in your Multistory building development, project named as "SURAJ PARADISE" (hereinafter referred to as the "said Project") situated at **Gata No. at Gata No. 55/3, 56, 57_, Village Dhanesri**

Tehsil Pindra Dist. Varanasi, Uttar Pradesh ("hereinafter referred to as the said "Project Land") being developed under lawful arrangement by promoter **Shivakashi Homes Pvt. Ltd. Private Limited (CIN:U70109UP2020PTC132703)** (hereinafter referred to as the "Promoter") registered with the Uttar Pradesh Real Estate Regulatory Authority ("UPRERA") vide [_____].

In the event of your agreeing to allot the said Plot, I/we agree and undertake to abide by the terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter, the Agreement for Sale for the Plot, at my own initiative in the above said Project within 15 days of the signing of this application after deposit of at least 10% of Total Price as booking amount including amount deposited with this application form.

I/We have clearly understood and agreed that this Application Form will be processed by the Promoter only after encashment of the cheques submitted by me/ us constituting atleast 10% of the Total Price together with the Application Form complete in all respects otherwise the application shall be liable for rejection and amount(s) paid by me/us shall be refunded without any interest.

I/we shall accept the specifications pertaining to the Plot and shall pay the Total Price of the said Plot inclusive of Basic Sale Price, Preferential Location Charges, and in addition to it any other Additional Cost, Government Levies/Taxes, Maintenance Deposit as and when demanded by the Promoter.

I/we hereby remit a sum of Rs. _____/-(Rupees _____ Only) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ towards advance money for allotment of the said Plot.

I/We understand that the application is subject to approval by an internal screening committee of the Promoter and if due to overbooking or allotment criteria/constraints, the Promoter is not in a position to finally allot a Plot

applied for, within a period of 1 (one) month from the date of this Application, the Promoter shall refund the amount deposited by me/us with interest as prescribed in Uttar Pradesh Real

Estate (Regulation and Development) Rules, 2016 ("**RERA Rules**"), commencing from the period after the expiry of 1 (one) month from the date of this Application (it being the processing period for the Application) till the date of payment. I/We further agree and confirm that the said refund along with interest shall be a complete discharge of the obligations of the Promoter.

I/We hereby acknowledge that I have understood and satisfied myself in all respects about the right, title, interest, location, size, price, infrastructure, status, local conditions and environment or government regulations, availability of finance and interest rates, market conditions, my/our ability to make timely payments etc. in deciding to apply for purchase of the said Plot and have not relied upon and am/are not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Plot. I/We am/are also aware of the risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area and project in particular.

I/We clearly understand that this application does not constitute an agreement for sale and I/we do not become entitled to the allotment of Said Plot notwithstanding the fact that the Promoter 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 and/or Agreement for Sale and/or such other documents as may be required by the Promoter that the allotment shall become final and binding upon the Promoter. If, however, I/we cancel/withdraw this application or I/we fail to sign/execute Allotment Letter and/or return signed Agreement for Sale and get the same registered as per instructions from the Promoter, then the Promoter may at its discretion treat my/our application as cancelled and the money paid till date by me/us shall stand forfeited without any intimation to me.

I/we further agree to pay the installments and additional charges/cost as per the Payment Plan (opted by me/us), as shown in the Price List provided in **Annexure-A** attached hereto and/or as stipulated/ demanded by the Promoter, failing which the application/ allotment shall stand cancelled and the money paid till date or booking amount (i.e. 10% of the Total Price), whichever is higher along with interest, if any shall be forfeited by the Promoter.

DETAILS OF THE APPLICANT(s)	
Name of the Sole/First Applicant Mr./Mrs./Ms. _____ Passport size photo of sole/first applicant	Name of the co/second Applicant Mr./Mrs./Ms. _____ Passport Size photo of co - applicant
Date of Birth	Date of Birth
Son / Daughter / Wife of	Son / Daughter / Wife of
PAN (Mandatory)	PAN (Mandatory)
Aadhar No.	Aadhar No.
Mobile No.	Mobile No.
Email Id :	Email Id:

Correspondence Add. :	Permanent Add. : House	Correspondence Add. :	Permanent Add. : House
House No. _____	No. _____	House No. _____	No. _____
Lane _____	Lane _____	Lane _____	Lane _____
City _____	City _____	City _____	City _____
Pin Code _____	Pin Code _____	Pin Code _____	Pin Code _____
State _____	State _____	State _____	State _____

(If the allotment of Plot(s) is to be done in the name of a Corporate Entity, the details of the Company are to be furnished as under)

Name of the Company/ Firm _____

Address _____

Telephone No. _____ Mobile No. _____

E-Mail ID _____

CIN No. _____

PAN No. _____ GST No. _____

Represented by Mr./Ms. _____ its Authorized Signatory/ Karta/ Partner

Mobile No. _____ Email: _____

PAN No. _____

Board Resolution /Authority Letter dated: _____

Customer Profile

Self Employed

☐

Private Service

☐

Govt. Service

☐

Retired

☐

NRI

☐

House Wife

☐

Marital Status:

Single

☐

Married

☐

Annual Income of the applicant(INR) (Tick the category)

☐

Less than 3 lakh

☐

3- 6 Lakh

☐

6-12lakh

☐

12-18lakh

☐

18 lakh and above

Preferred mode of payment

☐

Own Funds

☐

Home Loan through a bank/financial institution

Payment Plan Opted

☐

Down Payment-Plan A

☐

Time Linked Payment-Plan B

☐

Any Other-Plan C

I/We, the above Applicant(s), do hereby declare that the above mentioned particulars/ informations given by me/us are true and correct to the best of my/our knowledge & belief.

Signature of First Applicant

Date _____

Place _____

Signature of Co-Applicant

Date _____

Place _____

Note:

1. All cheques/ demand draft to be made in favor of _____ drawn at Sitapur.
2. If your price and payment plan is not signed within seven days of receiving your cheque/DD, the payment plan will automatically be considered to be Plan decided by the Promoter.

FOR OFFICE USE ONLY

Enquiry No: _____ Date of Booking : _____ Customer ID : _____

Plot Allotted : Plot Area : Carpet Area :
Plot No _____ Sq.mt. _____ Sq.Ft. _____ Sq.mt. _____ Sq.Ft.

Total Price Rs. _____

In Words _____ (Rupees Only)

Total Price Details

Basic sale Price : Rs. _____ (Rupees Only)

EDC/IDC : Rs. _____ (Rupees Only)

EEC : Rs. _____ (Rupees Only) PLC (if
any) : Rs. _____ (Rupees Only)

IFMS : Rs. _____ (Rupees Only)

Car Parking : Rs. _____ (Rupees Only)

GST : Rs. _____ (Rupees Only)

Total Sale Value : Rs. _____ (Rupees Only)

Sales Executive		Head – Sales		Accountant	Finance- Head	CCO
Direct ☐	Referral Name _____ Mobile No _____			Agent Name _____ Mobile No. _____ RERA Registration No _____		

Date _____

Yours Faithfully

Place _____

Signature (s) of applicant (s)

1. This application is subject to the standard Terms & Conditions as enclosed.
2. Taxes will be extra as applicable on the total consideration amount.
3. Please enclose the following with this application:

- a. Self Attested Photo Copy of PAN card and Aadhar Card or any of the Residence Proof.
- b. Two (2) Recent Passport Size Photographs of each applicant.

PROVISIONAL APPLICATION FORM

TERMS AND CONDITIONS OF ALLOTMENT OF PLOT IN THE PROJECT NAMED “KESHAV GREEN VALLEY”

1. That the Promoter has laid down criteria and eligibility norms for allotment of Plots and the Application will be screened by a screening committee appointed for this purpose with a view to discourage speculation and benefit the actual end users and that the decision of the screening committee towards acceptance/ rejection of the Application and allocation of Plot number will be final and binding notwithstanding the fact that Applicant might have tendered booking amount in full. The application will be taken up by the screening committee only if it is complete in all respects and subject to the tendering and encashment of applicable payment of booking amount / installments in full together with requisite supporting documents such as Income Proof, PAN No., Aadhar number, e- mail ID, Photo Identity, Address proof and photograph of applicant etc. and other relevant documents desired by the Promoter & acceptance & signing of this Application Form as per terms and conditions and payment plan mutually agreed and accepted. The allotment of Plot number will be at sole discretion of the Promoter. In case, the Promoter fails to accept/consider the application then the refund of the Booking Amount so received by the Promoter by Account Payee Cheque through Speed Post/Courier or by a signed receipt shall be the complete discharge on the part of the Promoter. The Applicant shall have no right, claim or interest of whatsoever nature or kind in the Plot/Project thereafter. If this application of the Applicant is accepted, the intimation of the Allotment shall be issued subject to acceptance of the Terms & Conditions. That the Applicant shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable.
2. I/We have examined the copy of the RERA Certificate and has also examined all documents and information uploaded by the Promoter on the website of the Uttar Pradesh Real Estate Regulatory Authority as required by the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and I/We have understood the documents and information in all respects. I/We after having full knowledge and understanding of the above and after seeing all the documents of titles, possession, sanctions, approvals am/are fully satisfied in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to market and sell the said Plot to me/us.
3. The Applicant hereby acknowledges and confirms the receipt of information, clarifications and documents (including but not to limited to sanctioned plans, layout plans, along with specifications, stage-wise time schedule of completion of the said Project, including the provisions for water, electricity and other amenities and services) provided by the Promoter and the consequent allotment of the said Plot.
4. The Applicant(s) shall abide by all laws, rules, regulations, notifications, terms and conditions of Central Government, Uttar Pradesh Government, Housing & Urban Planning Development of Uttar Pradesh, Registrar of Societies, Local Bodies, taxation, environment, Fire, Explosive, Ground Water, Excise, etc. and any alteration(s)/amendment(s)/modification(s) thereto, and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the said Plot/Project.

5. The Applicant(s) have received all the information as per prevailing law. The Applicant(s) have examined and accepted the layout plans, dimensions and size of the plots which are tentative and the Promoter may have to effect suitable and necessary alterations in the layout plans and/ or dimensions and size or change of location or number if required due to sanction / revision of layout plans including but not limited to technical reasons, site conditions, architectural constraints, fire, disaster management, statutory or any other statutory requirements etc. However, the Applicant(s) will be duly intimated about the same. In case there is any increase / decrease in the dimensions, size of the Plot, the revised price will be applicable at the original rate at which the Plot was booked by the Applicant(s). However, in case of any major alteration(s)/ modification(s) resulting in more than +/- 3% change in the area of the Plot, the Promoter shall intimate to the Applicant(s) in writing the changes thereof and the resultant changes, if any, in the price of the Plot as mentioned in the Allotment Letter to be paid by the Applicant(s) and the Applicant(s) to inform the Promoter in writing his/their consent or objections to the changes within fifteen (15) days from the date of such notice. If the Applicant(s) within fifteen (15) days of intimation communicates his/her/their non-consent/ objections to such alterations/ modifications in writing, then the allotment shall stand cancelled and the Promoter shall refund the entire money received from the Applicant(s) with interest as prescribed in RERA Rules. The Applicant(s) agrees that in case of any increase or decrease in the area of the Plot, additional amount payable or refundable (without any interest) shall be at the rate per sq. yd./sq. meter as mentioned in the Allotment Letter. The Applicant(s) understands that the dimensions and size of the Plot are tentative and may be subject to change. Any changes/modifications/amendments as may be made by the Competent Authorities in the layout plan in future for the said Project shall supersede the present approved layout plan.

Price of the Plot

6. The amount paid to the extent of 10 % of the Total Price of the said Plot shall collectively constitute the booking amount. The Applicant(s) agrees that out of the amount(s) paid towards the sale price, the Promoter shall treat 10% of the Total Price as Booking Amount / Earnest Money to ensure fulfillment by the Allottee of the terms and conditions as contained herein. Timely payment is the essence of the terms and conditions, of this allotment and the Applicant(s) is under obligation to pay the sale price as provided in the payment plan along with the other payments such as, applicable stamp duty, registration fee, PLC, EDC etc., and other charges on or before the due date or as and when demanded by the Promoter, as the case may be and also to perform and observe all other obligations of the Allottee under the Allotment Letter and/or the Agreement for Sale.
7. The Applicant(s) agrees that timely payment of installments of Total Price and allied/ additional cost, Govt. levy etc. pertaining to the said Plot is the essence of the terms of the allotment. The Applicant(s) shall make all payments within time as per the terms of Schedule of Payments as mentioned in **Annexure-A** and/or as may be demanded by the Promoter from time to time, through demand drafts/cheques drawn upon scheduled banks in favor of "_____ " payable at par and the Promoter is under no obligation to send demand/ reminders for payments. In case Applicant(s) makes the payment by a cheque, then payment made by the Applicant(s) would be deemed to have been received on the date on which the said cheque will get credited into the bank account after deduction of any bank charges as applicable. If any cheque submitted by Applicant(s) gets dishonoured due to any reason whatsoever then Applicant(s) shall be liable to pay such charges/fees as determined by the Promoter. In case Applicant(s) fails to make payments as per the Payment Plan annexed hereto, Applicant(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of prescribed in the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed thereunder by the State Government.

8. That the Total Price of the said Plot includes Basic Sale Price, PLC for the said Plot and also includes cost for development of internal service such as laying of roads, development of landscapes, laying of water lines, laying of sewer lines, laying of electrical HT/LT lines, street lights, laying of storm water drain lines and erection of electrical sub-stations. The Applicant(s) acknowledges that the external development charges (EDC), any infrastructure augmentation charges (IAC), any other government charges or levies, maintenance charges and Electric, Water, Sewerage Connection charges and any other charges are not included in the aforesaid Total Price and shall be payable by Applicant(s) in addition to the aforesaid Total Price of the said Plot. The Applicant(s) agrees to pay the aforesaid charges/ amounts, on demand, to the Promoter as may be determined at the time of providing necessary connections from the main lines laid along the road servicing the said Plot or as the case may be.
9. In case of any increase in the EDC or any other charges in future (including with retrospective effect by the Uttar Pradesh Government/competent Authority(ies), the same shall be paid by the Applicant(s). Such increase in EDC or imposition of any other charges in whatever form shall be borne and paid by Applicant(s) in proportion to the area of the said Plot to the total area of the Project. The pro-rata demand made by the Promoter with regard to EDC shall be final and binding on the Applicant(s). If for any reason interest is charged due to retrospective levies or due to delay in depositing, the same shall also become payable by the Applicant(s) without any objection. EDC contribution is broadly calculated and minor variations in calculation of EDC might occur and therefore the same shall not be claimed /counter claimed. If the EDC and/or other charges are not paid, then the same shall be treated as non-payment of charges as per the Allotment Letter/Agreement for Sale and the Promoter shall be entitled to withhold the delivery of possession to the Applicant(s) until the payment of above said EDC and other charges along with applicable interest etc. If the EDC or any other government or statutory fees is levied (including with retrospective effect) after the Conveyance deed has been executed then the same shall be treated as partly unpaid sale price of the said Plot and the Promoter shall have first charge and lien over the said Plot till such unpaid charges are paid by Applicant(s) including interest if any and take all legal measures to recover such unpaid sale price.
10. Further, if there is any additional levy, which becomes due and payable after the date of the Application form or charge of any kind attributable to the Said Land or the Project, as a consequence of any Government, Statutory or any other order of the Local Government, Authority, the same shall also be paid by the Applicant, on pro- rata basis. A copy of the said order shall be provided to the Applicant(s) at the time of raising of demand. All statutory charges, Govt. rates, tax on land, VAT, Service tax, G.S.T, labour cess, Work Contract Tax (WCT) and other levies by whatever name called, demanded or imposed by the authorities on the said Plot / Project, as the case may be, shall be payable proportionately by the Applicant(s) from the date of booking as per demand raised by the Promoter. If such charges are increased (including with retrospective effect) after execution of Conveyance Deed, then these charges shall be treated as partly unpaid sale consideration of the Plot and the Promoter shall have lien on the allotted Plot of the Applicant for the recovery of such charges. The determination of the share and demand shall be final and binding on the Applicant(s) till the said Plot is assessed separately and the Applicant(s) shall be bound to make such payment within 15 (fifteen) days of such intimation.

- 11.** That the Promoter shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority (LDA) or any other authorities in future on account of decisions of Courts / Tribunals for the land acquired / resumed and transferred to the Promoter and the same shall be recoverable from the Applicant(s) of the said Plot/build up houses thereon as and when intimated to them. This amount shall also include the cost of litigation incurred by the Promoter and / or LDA. That if any major city level infrastructure charges is levied on the Promoter by the LDA, U.P. State Electricity Board or any other authority (ies) of the State Government on account of providing infrastructure such as embankment, ring road, flyover, metro, etc. consequent to which the Township will be directly or indirectly benefited, then the same shall be payable by Applicant(s) on pro-rata basis to the Promoter, as and when demanded by the Promoter.
- 12.** In addition to the Total Price, the Applicant(s) shall pay directly or if paid by the Promoter then reimburse to the Promoter on demand property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Project/Project Land and/or the said Plot, as the case may be, as assessable/applicable and the same shall be borne and paid by Applicant(s) in proportion to the area of the said Plot to the total area of the Project as determined by the Promoter. The Applicant(s) shall be liable to pay from the date of conveyance deed, house- tax/property-tax, or any other fee or cess as and when levied by a Local Body or Authority and so long as the said Plot of the Applicant(s) is not separately assessed to such taxes, fee or cess the same shall be paid by the Applicant(s) in proportion to the area of the said Plot to the total area of the said Project as determined by the Promoter. Non-payment of these amounts shall have automatic charge on the said Plot and the Promoter shall have the right to recover the amount the way it deems fit and proper.
- 13.** The Applicant(s) understands, agrees and acknowledges that because of special provisions applicable to the Township, other charges like the township maintenance charges or any other charges or levy by whatever name called may be applicable to the Project and/or to the Plot. The said charges, levy etc may be charged by Ansal Properties and Infrastructure Limited or Ansal API Infrastructure Limited or any other entity from time to time, whether levied or leviable now or in future on the Project/Project Land and/or the said Plot, as the case may be, as assessable/applicable and the same shall be borne and paid by the Applicant(s) in proportion to the area of the said Plot to the total area of the Project as determined by the Promoter. The Allottee shall be liable to pay the said charges etc. from the date of conveyance deed. Non-payment of these amounts shall have automatic charge on the said Plot and the Promoter shall have the right to recover the amount the way it deems fit and proper.

Cancellation/ Termination of Allotment:-

14. I/We hereby understand that I/we shall have a right to cancel/withdraw his/her/their allotment in the Project. In case the Applicant(s) propose to cancel/withdraw from the Project, the Promoter shall be entitled to forfeit booking amount paid for the allotment (being earnest money), any delay interest, any brokerage paid for the booking and other outstanding dues payable for the allotment. The 50 % of the balance amount of money paid by the Applicant(s) shall be returned by the Promoter to Applicant(s) without interest within 45 days of such cancellation/withdrawal by Applicant(s) and the remaining 50% of the balance amount shall be returned by the Promoter without interest on re- allotment of the apartment/ plot or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.

15. In case the Applicant(s) fails to make payments for a period of 30 days from due date of installment or demand notice from the Promoter, as the case may be, the Applicant(s) hereby authorizes the Promoter to cancel the allotment of the said Plot by giving 15 days advance notice and forfeit out of the amounts paid by Applicant(s), the booking amount as aforementioned together with any interest on installments, interest on delayed payment, brokerage, dealer commission and / or any amount of deductible nature. The balance amount, if any shall, however be refunded to Applicant(s) or financial institution, as the case may be by the Promoter without any interest after compliance of certain formalities by the Applicant(s) and the Agreement for Sale /Allotment Letter executed between the Promoter and Applicant(s) shall thereupon stand terminated and Applicant(s) shall be left with no right, title, interest, lien etc. on the said Plot. The dispatch of cheque for refund, if any by registered post/speed-post to the last available address with the Promoter as filled up in the application form (as applicable) shall be full and final discharge of all the obligations on the part of the Promoter or its employees and the Applicant(s) shall not raise any objection or claim on the Promoter after that. The Promoter may at its sole discretion condone the breach by the Applicant(s) and may revoke cancellation of the allotment provided the Plot has not been re-allotted to some other person and Applicant(s) shall pay upto date interest and restoration charges as applicable on the date of restoration and subject to such additional conditions/undertaking as may be decided by the Promoter.

Completion of Project:-

16. The Promoter will complete the development of the Project and thereafter offer for possession of the said Plot to the Applicant(s) on or before subject to Force Majeure conditions and making timely payment of installments to the Promoter by the Applicant(s). Further, Applicant(s) accepts that development of the said Project is subject to Force Majeure Conditions which inter-alia include strike, lock out, civil commotion or by reason of war, enemy or terrorist action, earthquake, epidemic, lockdown, any act of God or is delayed due to non-availability of necessary infrastructure facilities viz. roads, water, power, sewer lines, to be provided by the government for carrying out development activities, environment and pollution clearances, delays or denial of necessary approvals for the Plot/said Project or any matters, issues relating to such approvals, permissions by the Competent Authorities, court injunction etc. or if non delivery of timely possession is beyond the control of the

Promoter then in any of the aforesaid events, the Promoter shall be entitled to a reasonable extension of time for delivery of possession of the said Plot. The Promoter in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant(s) the entire amount received by the Promoter from the allotment within 120 (one hundred and twenty) days from the date of termination of allotment. After refund of the money paid to me/us, I/we agree that I/we shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities.

17. I/We shall execute the Agreement for Sale by depositing the stamp duty and /or registration charges as per the direction of the Promoter. Further, the Promoter on receipt of the Total Price of the Plot and other charges, levies, taxes as payable under the Agreement for Sale from me/us, shall execute a conveyance deed and convey the title of the Plot within three months from the date of issuance of the completion certificate. In case of me/us has opted for financial arrangement/loan with any financial institutions / banks, the conveyance of the Plot in favour of me/us shall be executed only upon the Promoter receiving No Objection Certificate from such financial institutions / banks and the Deed of Conveyance will be deposited with the financial institutions as per the terms and conditions as may be agreed between me/us and the Promoter.
18. In case if I/We fail to take over the possession of the Plot within the period of 30 days from the date of Offer of Possession of the Plot by the Promoter, I/We shall be liable to pay the Promoter, Holding Charges at the rate of Rs.10/- per month per sq. mtr of the Plot area in addition to maintenance charges as specified in the terms of the Agreement for Sale.

Construction over the Plot by Allottee:-

19. I/We specifically undertakes to strictly abide by all norms and conditions of the Zoning Plan, notifications, rules, by-laws, policies and/or any other approvals granted by the Competent Authority in respect of the Plot/said Project as may be applicable from time to time while carrying out construction on his plot. I/We agree that I/we shall not partition or sub- divide the Plot and shall not violate any other norm as may be stipulated in the Zoning Plan/policies such as no. of floors and area to be constructed on each Plot. It is specifically made clear to me/us that the approval of building plans, occupation etc. for the plot shall be at my/our sole cost and responsibilities and the Promoter shall take no responsibility for the same.
20. I/we shall complete construction of 50% of available FAR for the Plot within a period of 3 years from the date of offer of possession by the Promoter to me/us, after getting the plan approved from the competent Authority. The Promoter may however at its sole discretion, at the written request of the Applicant(s) extend the construction period for another 06 months only upon me/us paying late construction charges to the Promoter @ Rs. 40 per sq. mtr. per month of delay. The late construction charges shall be increased if the delay continues beyond the period of 06 months in case any further extensions are granted by the Promoter. I/We

agree and understand that the provision for imposition of late construction charges is necessary with a view to develop and habitat the said Project. The holding charges and the late construction charges are distinct and separate, both to be payable by me/us to the Promoter.

- 21.** The Promoter has made clear to me/us that there would be extensive developmental / construction activities for many years in future in the entire area / other plots falling outside the periphery of the Plot of the Applicant(s), making of roads, infrastructure and facilities for additional population and that I/we understand and agrees that I/we shall not raise any objection or make any claim or default in making payments on account of inconvenience, if any, which may be suffered by me/us due to such developmental / construction, additional extension activities or incidental / related activities. It is made clear by the Promoter and agreed by me/us that all open land(s) / areas in the Project other than plots sold, belong and are possessed by the Promoter and all the rights including the ownership thereof of such areas/open land(s), buildings, facilities and amenities, shall vest solely with the Promoter and the Promoter may deal in any manner with such land including transfer to government, semi government, any other authority, body, any person, association, institution, trust and / or any local body(ies) and at any terms / payment(s) which the Promoter may deem fit.
- 22.** All costs, charges and expenses payable on or in respect of this Application Form/Agreement for Sale and on all other expenses incurred in execution of instruments and deeds in pursuance to the Agreement for Sale/Deed of Conveyance, including stamp duty and registration charges, and other legal charges shall be borne by me/us.
- 23.** The electricity and water charges and other utility charges shall be charged as per prescribed rates from each plot.
- 24.** I/We shall become member of Owners Association, formed for the purposes of looking after and taking care of maintenance, repair, management and administration of the said Project, and shall abide by the bye-laws of the same. I/We shall also from time to time be required to pay membership fee/ subscription charges, sign and execute any application, documents in this regard.

Infrastructure/ Facilities in the Project: -

- 25.** All utilities including domestic treated water, electricity, sewerage lines and drainage lines abutting the Project Land, recycled water lines etc. has been provided by Promoter for the Township and same will be integrated with to the said Project. I/We may be required to sign a separate maintenance agreement with Promoter or its nominated agency.

26. Access road of 45 (forty-five) meters width which is used as approach road to the said Project has been provided by Promoter as part of the Township. Outside the said Project, all roads, greens, sewerage, drainage, water lines, recycled water lines, visitor parking, H.T. cable network, street lights, roads with its shoulders, golf course as per the approved detailed layout plan of the Township shall be / has been provided by Promoter.
27. The storm drainage water discharged from the said Project shall be disposed off into trunk storm network through rain water harvesting pits/directly as approved by the authorities concerned and these will be maintained by Promoter. Further the drainage network of the Township around the Project Land, the trunk storm around the Project Land and the recycled water network for the said Project has been completed and will be maintained by Promoter or its designated agency till it's handover to local authorities.
28. Promoter has set up a Township level sewerage treatment plant ("STP") of 23 MLD at the designated location earmarked in the approved layout, and the sewerage disposal of the said Project shall also be carried through this Township level STP via the trunk services network laid by the Promoter for the Township.
29. After the Township is handed over to local body or even if before, whenever any tax is imposed by any statutory authority, the same shall be payable by Allottee(s)/occupant of the Plot and in such event, the maintenance charges payable to the Promoter or its nominated agency shall cease to apply.
30. I/We shall enter into Maintenance Agreement with the Promoter or its nominee or any other agency ("**Maintenance Agency**") as may be appointed by the Promoter from time to time for the maintenance and upkeep of the said Project including maintenance of civic amenities such as public roads, landscaping, water, sewerage, drainage, garbage clearance, horticulture, street lights, pavements etc., until these are handed over to a local body or any Govt. agency. It has been made specifically clear to me/us that, subject to Applicable Laws, I/We shall be liable to pay the maintenance bills as raised by the maintenance agency for maintaining the above-said services/facilities on a pro- rata basis from the date of the offer of possession by the Promoter irrespective of whether I/we have taken possession or is in occupation of the Plot or not, until these are handed over to a local body or any Govt. agency. It is specifically agreed by me/us that I/we shall be entitled to use the Maintenance services subject to the timely payment of total Maintenance Charges. The total Maintenance Charges will be fixed by the Promoter/ Maintenance Agency on the basis of the maintenance costs as agreed in the maintenance agreement. The decision of the Promoter or Operation/Maintenance Agency in respect of the cost of maintenance will be final and binding on me/us. These charges will be paid at monthly/quarterly/half yearly intervals as decided by the Promoter or Maintenance Agency as and when the Operation/Maintenance services are transferred to the said Maintenance Agency.
31. The Promoter or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Application/Allotment/Agreement for Sale including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. I/We agrees to give notice of the provisions of this clause to my/our tenants, if any.

- 32.** The common areas and facilities shall remain under the control of the Promoter whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to the Association of plot owners or any other body or any other nominated maintenance agency. I/We have to pay maintenance charges to the Maintenance Agency as nominated by the Promoter or the Association of Plot Owners.
- 33.** If I/we have NRI/ PIO status then I/we shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards booking and further consideration will be returned by the Promoter as per applicable rules without any interest and the allotment if made, shall stand cancelled forthwith. I/we agree that the Promoter will not be liable in any manner on such account.
- 34.** The Promoter shall have the first lien and charge on the said Plot for all its dues and other sums payable by me/us to the Promoter. Loans from financial institutions to finance the said Plot may be availed by me/us. However, availability of Loan/approval of the Project by the financial institution is not the pre-requisite/condition precedent of the allotment of the said Plot and I/we hereby agree to pay the sale consideration of the aforesaid Plot according to opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular financial institution/ bank refuse to extend financial assistance on any ground, I/we shall not make such refusal an excuse for non-payment of further installments/dues.
- 35.** I/we shall have no objection in case the Promoter creates a charge on the Project Land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be got vacated in respect of the Plot before handing over possession of the said Plot to me/us.

Other Obligation of Allottee:-

- 36.** I/We undertakes and agrees not to use the Plot for any purpose other than residential or in a manner that may cause nuisance or annoyance to other plot owners in the vicinity or for any commercial or illegal or immoral purpose.
- 37.** I/We agree that I/we shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Promoter may require including in particular, the requirement of the Income Tax Act, 1961 as well as all other statutory compliances.

- 38.** I/We shall not assign, transfer, lease or part with possession of the Plot under sale, without taking 'No Dues Certificate' from the Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services. In such an event, except in sale, it shall be the responsibility of me/us to continue to pay the charges including maintenance charges etc. pertaining to the Plot payable under the Allotment Letter/Agreement for Sale to the Promoter or the Maintenance Agency. It is further agreed that I/we shall be responsible and that I/we shall make sure that in the event the Plot is transferred / sold or I/we give temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which the Promoter deems necessary for safeguarding the Plot.
- 39.** That the assignment/transfer of allotment (other than blood relatives) shall not be permitted for a period of 6 (six) months from the date of booking, subject to the sole discretion of the Promoter. In case of any transfer, transfer charges at 750 per Sq. Yds shall be paid by me/us, along with the submission of request/application. Any change in my/our name (including addition / deletion) as registered with the Promoter will be deemed as transfer for the purpose. The administrative charges applicable for the assignment of the allotment amongst family members (husband / wife and own children / mother / father and brother / sister) shall be 25% of the normal transfer charges. Claims, if any, between transferor and transferee will be settled between themselves and the Promoter shall not take any liability in respect thereto.

Maintenance of Project:-

- 40.** I/We agree not to park the vehicle(s) on the pathway or open spaces of the Project or at any other place except my/our own Plot. Such unauthorized parking is likely to be removed or fined at the discretion of the Promoter or its nominated maintenance agency. I/We further undertakes to adhere to the speed limits prescribed by the Promoter/ concerned authorities.
- 41.** I/We shall not create and/or allow/cause creating any obstruction, blockages, elevations, constructions in the roads and service areas in any manner whatsoever. I/We undertakes and agrees not to do any encroachment over the land between road, pavement and the said Plot, not to cause any littering, digging outside the said Plot or on the road, not to let water stagnate in or around the said Plot and to maintain the aesthetics of the Project. The authorized personnel of Maintenance Agency will be permitted to check or inspect stagnant water within the said premises as pre-emptive precaution against mosquito and insect breeding.
- 42.** If any damage is caused to the common areas or to the Project on account of any act, negligence or default on part of me/us or my/our employees, agents, servants, guests, or invitees, I/We shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the association of Plot owners or the Maintenance Agency, as the case may be.

Miscellaneous:

- 43.** That in case I/We make any payment towards the said Plot from any third party account, then I/We shall ensure that there would be no claim by such third party in the said Plot against the payment made from third party account and the Promoter shall not be liable or responsible for any inter-se transaction between such third party and me/us in any manner whatsoever. In the event, I/We make any payment through any third party account then I/We shall submit a declaration signed by such third party as required by the Promoter and upon receipt of such declaration from the third party and realization of payment, the Promoter shall proceed to issue receipt of such payment made by me/us from third party account.
- 44.** It is clearly understood and agreed by and between me/us and the Promoter that all the provisions contained herein and the obligations arising hereunder in respect of said Plot/Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent occupier of the said Plot as the said obligations go along with the said Plot for all intents and purposes and I/we assure the Promoter that I/we shall take sufficient steps to ensure the performance in this regard.
- 45.** That I/we confirm that I/we have understood each and every clause/covenant of this Application Form and its/their legal implications thereon and have clearly understood his obligations and liabilities and the Promoter's obligations and limitations as set forth in this Application. That I/we shall keep the Promoter and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Application Form.
- 46.** In the event of death of me/us, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, competent Authority and or any other Government Agency.
- 47.** The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution and shall execute/ submit such other documents as may be required by Promoter or Maintenance Agency.
- 48.** The Promoter alone shall be entitled to obtain the refund of various securities deposited by it during development of the said Project with various Governmental/Local Authorities for electric and sewer connection etc.
- 49.** I/we shall get my/our complete address and e-mail ID registered with the Promoter and it shall be my/our responsibility to inform the Promoter through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible for any default in making payment and other consequences that might occur there from. I/we hereby agree that the Promoter shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Promoter.

- 50.** In case there are joint applicants, all communications shall be sent by the Promoter to us whose name appears first, at the address given by us for mailing and which shall for all purposes be considered as served on all of us and no separate communication shall be necessary to the other named applicants.
- 51.** If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the booking amount as mentioned hereinabove shall be forfeited and I/we shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 52.** Wherever the Applicant(s) is/are male, female, company, firm, trust etc., the expressions 'he, him, she, her, himself, herself, in this Application Form in relation to the Applicant(s) in the Application Form shall be construed as each of such Applicant, its heirs, executors, administrators, representatives, assignees etc.
- 53.** All or any disputes arising out of or touching upon or in relation to the terms of this Application Form including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be adjudicated by the courts situated at District Sitapur, Uttar Pradesh.

Annexure- A

PRICING AND PAYMENT PLAN FOR SAID PLOT

Down Payment Plan

S No.	Stage	Amount
1.		
2.		
3.		

Time Linked Payment Plan

S No.	Stage	Amount
1.		
2.		
3.		

NOTE:

1. Applicable Taxes is payable along with each installment.

2. Taxable Service is subject to levy of Goods and Service Tax (GST) (as applicable) by concerned authority/government.