

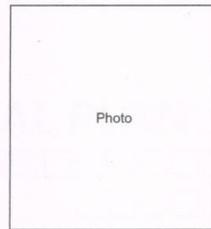


APPLICATION FORM

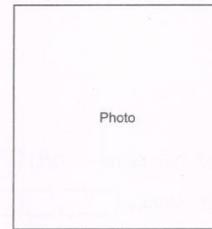




No - 681



Applicant 1



Applicant 2

My/Our particulars as mentioned below may be recorded for reference and communications

1. First Applicant Mr./Mrs./Ms./M/s (to be filled in Caps)

Grid for Applicant 1 name: First Name, Middle Name, Last Name

2. Son/Wife/Daughter of Mr./Mrs.(to be filled in caps)

Grid for Applicant 2 name: First Name, Middle Name, Last Name

3. Date of Birth/Date of Incorporation DD MM YYYY

4. Date Of Marriage Anniversary DD MM YYYY

5. Constitution of Applicant.....

6. Educational Qualification.....

7. Occupation(Please Tick) Employed Self Employed Professional

8. Residential Status (Please Tick) Resident Non-Residential Indian

9. Whether Residential Area Owned Rented

10. Mailing Address (Res.) Nationality.....

Permanent Address (Res.)

11. Telephone (Off.) (Res.)

12. Mobile 13. Fax

14. E-mail 15. Marital Status.....

16. PAN No. (I.T.)..... 17. Passport No./Voter Card No./Driving License No.....

18. Second Applicant Mr./Mrs./Ms./M/s (to be filled in Caps)

Grid for Applicant 1 name: First Name, Middle Name, Last Name

19. Son/Wife/Daughter of Mr./Mrs.(to be filled in caps)

Grid for Applicant 2 name: First Name, Middle Name, Last Name

20. Date of Birth/Date of Incorporation DD MM YYYY

21. Date Of Marriage Anniversary DD MM YYYY

22. Constitution of Applicant

23. Educational Qualification.....

24. Occupation(Please Tick) Employed Self Employed Professional

25. Residential Status (Please Tick) Resident Non-Residential Indian

26. Mailing Address (Res.) Nationality.....

Permanent Address (Res.)

Signatures of Applicant 1

Signatures of Applicant 2

COMMERCIAL PLAN

1. DOWN PAYMENT PLAN(DP)

AT THE TIME OF BOOKING	10% OF SALE VALUE + Service Tax
WITHIN 45 DAYS AFTER BOOKING	85% OF SALE VALUE + PLC & OTHER CHARGES + CAR PARKING CHARGES + SERVICE TAX
AT THE TIME OF POSSESSION	5% WITH SERVICE TAX.

TOTAL	100%
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2. FLEXI PAYMENT PLAN(FP)

AT THE TIME OF BOOKING	10% OF SALE VALUE + Service Tax
WITHIN 30 DAYS AFTER BOOKING	40% OF SALE VALUE + SERVICE TAX
AT THE TIME OF 1ST BASEMENT SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF GROUND FLOOR SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 2ND FLOOR SLAB	10% OF SALE VALUE + PLC & OTHER CHARGES + Service Tax.
AT THE TIME OF 4TH FLOOR SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 6TH FLOOR SLAB	5% OF SALE VALUE + CAR PARKING CHARGES +Service Tax
AT THE TIME OF POSSESSION	5% OF SALE VALUE + Service Tax

TOTAL	100%
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3. CONSTRUCTION LINK PAYMENT PLAN(CLP)

AT THE TIME OF BOOKING	10% OF SALE VALUE + Service Tax
WITHIN 45 DAYS AFTER BOOKING	10% OF SALE VALUE + Service Tax
WITHIN 90 DAYS AFTER BOOKING	10% OF SALE VALUE + Service Tax
AT THE TIME OF BASEMENT SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 1ST FLOOR SLAB	10% OF SALE VALUE +PLC & OTHER CHARGES + Service Tax.
AT THE TIME OF 2ND FLOOR SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 3RD FLOOR SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 5TH FLOOR SLAB	10% OF SALE VALUE + Service Tax
AT THE TIME OF 7TH FLOOR SLAB	10% OF SALE VALUE +CAR PARKING CHARGES + Service Tax
AT THE TIME OF 8TH FLOOR SLAB	5% OF SALE VALUE + Service Tax
AT THE TIME OF POSSESSION	5% OF SALE VALUE + Service Tax

TOTAL	100%
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Signatures of Applicant 1

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Signatures of Applicant 2

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Procedure/Terms & Conditions for Allotment of Shop / Office space in BHAVYA CORPORATE TOWER in Gomti Nagar, Lucknow.

BOOKING

1. For allotment, the applicant has to submit his / her application on the prescribed form indicating the location, size and type of the unit required. The application is to be accompanied with the booking amount as per the payment plan by account payee cheque/demand Draft.

PAYMENTS

2. The Payment Plan as opted by the Applicant (s) shall be final and binding on the Applicant(s). Any subsequent change in the Payment Plan option shall be permissible only with the consent of Company in writing, which may be granted with or without conditions

3. The timely payment of instalments, as indicated in the Payment Schedule, is the essence of the scheme. If any instalment as per schedule is not paid by the 10th of the each calendar month when it becomes due, the Company will charge 18% interest per annum for the delayed payment. Further, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee and he/she will have no lien on the allotted unit. The amount paid by the allottee over and above 10% of the cost of the unit will be refunded without any interest. The amount deposited up to 10% of the cost will stand forfeited.

However, in exceptional and genuine circumstances, the Company may at its sole discretion, condone the delay in payment exceeding 3 months by charging compensation @24% per annum and restore the allotment in case the allotted unit has not been allotted to someone else on the waiting list. Alternate unit, if available, may also be offered in lieu.

4. In case the applicant at any time desires for cancellation of the allotment, it may be agreed to but 10% of the cost of the unit will be forfeited and the balance, if any, refunded without any interest.

5. All charges, expenses, stamp duty official fees etc- towards documentation of agreement/ sale deed in respect of the allotted unit etc. will be borne by the allottee.

6. All taxes, levies, charges etc. present and future, or any other charges on the allotted unit or the overall scheme levied by any statutory or local body shall be proportionately borne and paid by the allottee from the date of booking. These include charges for external development, strengthening or betterment charges etc.

7. The prices of the corner unit or unit at any special location will be charged extra as per the price as fixed by the Company at the time of allotment. Also, the additional construction/super area if any, shall be charged extra at the rate prevailing at the time of booking.

COMPLETION/CONSTRUCTION OF THE COMPLEX

8. The units are constructed as per general specifications given in the sale brochure . Any additional specifications desired by the allottee the execution of which is technically and otherwise feasible shall be charged extra, for which the buyer has to specify in writing well in time. The Payment Plan as opted by the Intending Allottee(s) shall be final and binding on the Intending Allottee(s). Any subsequent change in the Payment Plan option shall be permissible only with the consent of Company in writing, which may be granted with or without conditions may also change or improve the specifications or give some additional facilities on its own in the interest of the project. Such changes and facilities will be charged extra.

9. The drawings shown in the sale document are subject to changes by the architect/Company before or during the course of construction without any objection or claim by the allottee. Within the agreed consideration cost, the Company shall complete all the civil work, GI/CI, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulb, tubes, fan, geysers etc.). The building unit shall, in particular, comprise of specifications numerated in the specification sheet. Provisions of the following facilities will be made on extra payment:

- (a) The cost and expenses of service connections like water, sanitary, sewer and electric connection including securities for sanction and release of such connections, malba and water charges payable to local authorities shall exclusively be borne by the allottee over and above the agreed consideration cost.
- (b) Expenditure on obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements will be shared by the allottee proportionate to the super area of unit allotted.
- (c) Any additional/better specifications for individual units asked for well in time will be provided, if technically feasible, which shall be charged extra as demanded by the Company.
- (d) The transfer Fee, as prescribed by the company, will be charged in case of transfer of allotment as per company rules.
- (e) Covered and open parking shall be allotted on extra costs fixed by the company, no unauthorized parking shall be allowed with in the complex.
- (f) The allottee shall have to pay proportionately for external electrification, sub-station, transformer, bus bar and cost of space for installation of equipment by LESA/Builder.
- (g) Company may provide 100% power back-up for individual units. The cost of power back-up system will be proportionately charged from all allottee over and above the basic cost.
- (h) Company may install centralized A.C plant for the complex, the cost of A.C Plant shall be charged proportionally from all the allottee over & above the base cost.
- (i) Apart of the proportionate cost of generator back-up & AC plant for individual units, Co. shall also charge for the monthly consumption of Diesel/electricity & maintenance cost of those facilities for which company shall install individual meters at the cost of allottee. & Company/ Agency, who so ever shall be running the services shall raise monthly bill to the allottee.
- (j) In case single point electric connection is being released for entire complex than every individual allottee shall take individual electric connection from the company & shall pay cost of pre-paid dual/single meters, cable & other expenses etc.
- (k) The allottee shall be restricted only for the unit area allotted and shall have any no other right/interest whatsoever in super area of the building.

MAINTENANCE AND POSSESSION

10. On completion of the building/allotted unit or on possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (LSMD) for the maintenance and upkeep of infrastructure installation like lifts, water supply pumps, fire fighting system etc. Maintenance of infrastructure installation means cost of AMC and repairing of break-downs. Maintenance charges and terms and conditions informed separately at the time of possession.

11. The lease /sale deed of the subject unit in favour of the buyer shall be executed in due course of time after the entire payment and dues in respect of subject allotment are cleared by the allottee.

12. All charges, expenses, stamp duty, official fees etc towards documentation of sale deed will be borne by the buyer.

13. Possession of the unit will be given after execution of lease/sale deed.

14. After the possession due date, if an allottee fails to take the physical possession of his unit within the two months of time, the Company would charge Holding charges, till the date of handing over possession even if the Sale Deed has been executed in favour of the allottee and he/she has not taken the possession.

15. If the allottee fails to take the physical possession of his unit within one year of the possession date, the unit would be handed over on as-is-whom-is basis and the Company would also charge ' Chowkidari/ Holding charges' along with the interest on maintenance charges and other charges if unpaid.

16. The allottee shall not be allowed to encroach upon the common services/facility area in and around the complex. Any such encroachment shall be liable to be removed at the cost and expense of the allottee.

17. The allottee shall not be allowed to change the outer facade and architecture of the complex at any stage of time or make any internal change in his unit that may alter the structure of the complex.

18. The allottee shall not be allowed to make any material change in the allotted unit whereby the four walls, ceiling and the floor are damaged and which may result into damaging the permanent structure. However minor alterations without disturbing the permanent structure in the complex may, at the sole discretion of the company be allowed on prior application by the allottee in this regard.

19. The allottee shall not carry on or allowed to be carried on in the allotted unit any activity, trade or profession which falls within the definition of a factory or is likely to create a nuisance or annoyance to other allottees/occupants of the complex and the neighbourhood

Signatures of Applicant 1

Signatures of Applicant 2

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Signa
terms

Dated

Place

Name

Address

Contact

Signature

Please

Mobile

Office

20. The allottee shall adhere to the company policy and subsequently the Association policy as regards signboards, advertisements, neon sign etc. in the complex. The allottee will have to take written permission from the company for the size, position etc. of such signboards in the complex including those immediately above, outside or adjoining the allottees unit.

GENERAL TERMS AND CONDITIONS

21. The units are being constructed and sold on lease / freehold land owned by BHAVYA CREATORS PVT. LTD. as per the plans duly approved by LDA.
22. Any Application for allotment of Unit/Office space received directly by the Company or through Company's Authorised Representative shall not automatically mean the Allotment of Unit/Office space. Finally for allotment of Unit/Office space the Company will Issue a separate Allotment letter to applicant.
23. The proposed complex shall come up on lease/freehold land. The charges including cost and expenses for conversion of the land from leasehold to free hold, in case of such conversion, shall proportionately be borne and paid by allottees.
24. Address given in the application form shall be taken as final unless any subsequent has been intimated to the company under Registered A.d. letter. All the demand notices, letters intimations posted at the given address shall be deemed to have been received by the allottee. In case of joint application, any letter, any notice etc. Sent to the 1st applicant address will deemed to have been received by other applicants also.
25. The units are being sold on the basis of super area, which includes built-up area and proportionate area falling under corridors, stairs, lobbies and other common spaces within the complex. The sizes given in plans are tentative and can be modified due to technical and other reasons, e.g. change in position of the Unit, number of the Unit, its boundaries, dimensions on its area. In case of super area variation, plus or minus, necessary adjustment in cost will be made accordingly. The built-up area of the Unit shall be measured from outer edge of the wall if it is not common and from the centre of the wall if it is common. Covered area will include 100% of balcony area, 100% of that part of terrace area which is covered by projection and 50% area of projection at slab level. Allottee will be given possession only of the constructed area of his unit. Final super area of units will be intimated after final physical measurement after construction. In case of variation in actual super area vis-a-vis booked super area, necessary adjustments in cost, plus or minus will be made at the rate prevalent at the time of booking. Super area may vary without any change in constructed area, built-up area or dimensions of the unit.
26. In case a particular unit is omitted the Company is not able to hand over the same to the intending buyer for any reason beyond their control, the company shall offer alternate unit of the same type and in event of non acceptability by the allottee or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received till then and will not be liable to pay any damages or interest whatsoever.
27. The final allotment is entirely at the discretion of the company and the company has the right to reject any application without assigning any reason. The company has the right to cancel any unit or violation of any clause and in such cases, the company shall refund the amount paid by allottee after deduction 10% cost of the unit. The company shall not be liable to pay any interest or damages whatsoever.
28. The Delhi Court has jurisdiction in all the matters arising out of and/ or concerning the allotment.
29. In case of NRI allottees, the provision of Foreign Exchange Management Act, 1999 and any other law as may be prevailing, shall be applicable including requisite permission for acquisition of the subject property.

I/we declare (s) and accept that I/we have perused the terms and conditions enumerated in this Application Form and applying the same with full knowledge of all laws, rules, regulations, notifications etc. , I/we have clearly understood the duties, responsibilities, obligations, under all the clauses of this Application Form and will abide by all the terms and conditions.

Signature of applicant (s)

Authority Seal

(1)

(2)

Date:.....