



## APPLICATION FORM



# Shree Vinayakam Aradhya

Rohaniya, Varanasi.



E-mail: [shakuntlam.idpl09@gmail.com](mailto:shakuntlam.idpl09@gmail.com)  
Website: [www.shakuntalamidpl.in](http://www.shakuntalamidpl.in)

To **Shakuntalam Infradevelopers Ltd.**  
**B.38/47-K-8-H, Gokul Nagar Colony,**  
**Mahmoorganj, Varanasi-221010**

Date :

Dear Sir,

I/We request that I/we may please be allotted a flat at Shree Vinayakam Aradhya, Rohaniya, Varanasi, Plot/Bearing No. 4G,5G, 184KH, 219 Naraur and Balirampur. I/We agree to abide by the Terms and conditions of allotment as contained in this application form as well as Brochure and any further amendments/additions that may be made by the company from time to time.

**Applicant**

**Joint Applicant**

1.	Name (in Block Letters)								
2.	Father's/ Husband's Name								
3.	Religion and Caste								
4.	Mailing Address								
5.	Permanent Address								
6.	Age (in Years)								
7.	Occupation								
8.	Telephone Nos.								
9.	Email ID								
10.	PAN (Mandatory)								
11.	Residential Status	Resident		Non Resident		Resident		Non Resident	

**Unit Details**

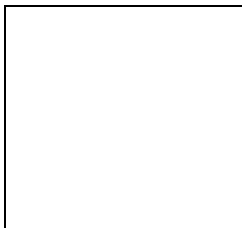
**Booking Details**

Flat #			Flat Cost		Booking Amount	Cheque No.	Date	Bank
Tower	Floor	Flat	Sq. ft. Rate		Parking : Rs.			Covered / Uncovered

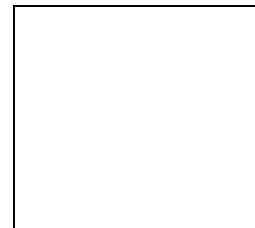
**Declaration**

I/We hereby solemnly declare that the above particulars given by me/us are true to the best of my/our knowledge and belief.

I/We shall furnish any additional information(s) if required. If the above cheque submitted by me towards the booking amount is dishonoured then **Shakuntalam Infradevelopers Ltd.** has every right to cancel this booking without any notice. In the event of any delay on my/our part to furnish any particulars desired by your company. it should be within the discretion of the company to reject my/our application. The company has no obligation or liability to allot me/us a flat.



Photograph of the Applicant



Photograph of the Joint Applicant

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Signature of the Joint Applicant

## Terms & Conditions

1. The Intending Allottee(s) has applied for the registration and allotment of a flat at "Shree Vinayakam Aradhya ,Varanasi being developed at Rohania, Varanasi with full knowledge and subject of all laws, notifications and rules applicable to the area, which have been explained by the Developer and understood by him/her/them.
2. The Intending Allottee(s) has fully satisfied himself/herself/themselves about the right, title and interest of the Developer in the land and understands all limitations and obligations in respect of it and no further investigation or objection by the Intending Allottee(s) in this regard will be entertained from the Developer and accordingly no objections, investigations or questions will be raised by the Intending Allottee(s) in this respect at any time in future.
3. The Developer shall have the right to effect suitable and necessary alteration in the layout plan, as and when required, which may involve all or any of the changes such as change in the position of the flat/unit, increase/decrease in size change in floor-plan layout change in its number, etc.
4. That any statutory charges, levies, cess, rates, if any applicable as on the date of this Application imposed by the State Government or Central Government or any other competent authority has been charged as per the present applicable rate and in case of any increase in these charges in future the same shall be paid by the Intending Allottee(s) as and when demanded by the Developer.
5. It is made clear to the Intending Allottee(s) that per square foot price of the flat is firm and escalation free. However, the Intending Allottee(s) shall separately pay for the mandatory car parking space allotted to him/her/them for his/her/their exclusive use. The Intending Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants shall not form a part of common areas of the said flat/building.
6. The sale deed shall be executed and got registered in favour of the Intending Allottee(s) (within reasonable time after the flat/unit/complex has been constructed and after receipt of full sale consideration and other charges. The cost of stamp duty, registration charges etc. as applicable will be extra and shall be borne by the Intending Allottee(s).
7. The Intending Allottee(s) shall get his/her/their complete address registered with the Developer at the time of booking and it shall be his/her/their responsibility to inform the Developer by registered AD letter about all or any subsequent changes, if any, in his/her/their address, failing which all demand notices and letters posted at the first registered address as stated by the Intending Allottee(s) at the time of booking will be deemed to have been received by him/her/them. This is without prejudice to the stipulation that the Intending Allottee(s) shall have to strictly comply with the schedule of payment attached herewith and the Intending Allottee(s) shall be solely responsible for any default in payment and the consequences that might occur there from. The Intending Allottee(s) undertake(s) to abide by all the laws, rules and regulations relating to the Flat or any other law as may be applicable to the said Building/ Complex.
8. That the Intending Allottee(s) shall comply with all legal requirements for the purchase of Immovable property, whenever applicable after execution of the Flat Buyers Agreement herein and sign all applications forms for the said purpose.
9. Intending Allottee(s) agrees to take possession of the said flat/unit within 30 days from the date of notice for possession failing which it would be presumed that the Intending Allottee(s) has taken possession. During the period of deemed possession the Intending Allottee(s) shall be liable to pay holding charges @ Rs.25/- per sq. per month for the period of such delay until the date when the actual physical possession is taken over by the Intending Allottee(s).
10. The Intending Allottee(s) agrees that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both and the joint Intending Allottee(s) shall be treated as one single person for the purpose of the Agreement and both shall be liable for the consequences jointly as well as severally.
11. The Intending Allottee(s) has fully verified and satisfied about the genuineness, validity and marketability of the title to the land over which the above Complex is proposed to be built and accordingly no objections, investigations or questions will be raised by the Intending Allottee(s) in this respect at any time in future.
12. In the event of the Developer acquiring adjacent land and undertakes to construct additional buildings shall be deemed to be an extension of the present project styled as Shree Gopal Kunj and the common areas like roads, street light, community hall, sewerage systems, parks, club house, shops and other facilities contemplated to be provided for the present Complex shall be equally used and enjoyed by the owners/lessees of the blocks/apartments that may be constructed in future and the Intending Allottee(s) shall not raise any objections whatsoever in this regard.
13. As the present is contemplated to have several towers, construction will be carried out in phases and as soon as any block is completed, possession of the flats thereof might be handed over to the Intending Allottee(s) as per the decision of the Developer. The Intending Allottee(s) shall not raise any objections on account of the pending completion of the common facilities like roads, street lighting, club house etc. Since all the common facilities and service will be developed gradually considering the totality of the project and all other factors thereof, the Intending Allottee(s) realizing and understanding all these is booking the flat, hence no grievance or objection what so ever shall be raised by the Intending Allottee(s) on account of all these any time in future.
14. The Intending Allottee(s) shall execute the flat agreements within 30 days from the date of allotment otherwise Developer is free to change the allotment.
15. The Developer expects to deliver possession of the flats within 60 months from the date of agreement and if any delay occurs due to reasons beyond its control, the Intending Allottee(s) shall not claim any damages or compensation.
16. The flat shall not be used for purposes other than the specific purposes for which it is intended.
17. The intending allottee (s) shall not assign/transfer the interest in the land as well as the flat being constructed thereon till it is completed without the prior permission of the Developer. However for availing of home loan from financial institutions, such assignment/mortgage may be created with the approval of the Developer during its construction.
18. In addition to the cost of the flat, the Intending Allottee(s) has to bear the cost and deposit for individual power supply and municipality tax to concerned department in his/her name at his/her own responsibility.
19. The Intending Allottee(s) shall execute necessary documents before possession of flat to form apartment owner's welfare society / association.
20. The Intending Allottee(s) is/are bound to become a member of the Association/ Society of such owners and they shall be bound by the Rules & Regulations, Bye-Laws framed by such Association/ Society including payment of monthly

fees/charges etc as decided by the society/association which will maintain/ administer the common area and facilities in the complex. The Developer shall handover all the services to the local bodies or society or association formed with all the co-owners of the multi-storied building.

21. The Intending Allottee(s) shall execute a memorandum evidencing taking possession, no claim certificate, Declaration at the time of handing over the flat as per the Developer's format.
22. In case the Developer provides additional facilities like club, swimming pool, landscaping facilities etc., the purchaser should abide by the terms and conditions as decided by the Developer for the interest of the project.
23. The Developer is in absolute discretion and may construct additional floor/tower, make such changes/variations as may be required by the authorities concerned or otherwise deemed necessary or advisable by the Developer itself but without substantially altering the dimensions of the said flat/floor area, car parking space, to be built for the Intending Allottee(s). The Intending Allottee(s) shall not raise any objection to this.
24. The Intending Allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the company, who may in it's sole discretion permit the same on such terms as it may deem fit.
25. The Intending Allottee(s) agrees to pay the cost of the semi finished / finished flat as per payment plan. It shall be binding on the Intending Allottee(s) to comply with these terms of payment. In case the installments are delayed for 15 days the Intending Allottee(s) shall have to pay the interest on the amount dues @ 24% p.a. Even then if the Intending Allottee(s) fails to pay the installments with interest within 30 days, the company shall have the right to forfeit the booking amount deposited by him/her and the allotment shall stand cancelled and he/she will be left with no right or lien on the said flat. The amount paid over and above the booking amount (i.e., 5 % of the agreed cost of the flat) shall be refunded to the Intending Allottee(s) without any interest after necessary deduction as decided by the developer/Developer. Such refund of amount is subject to the re-allotment of the said flat to some other allottee or after 90 days from the date of cancellation of the allotment.
26. The allotment of the flat is entirely at the discretion of the company and the company has the right to reject or cancel any allotment at any point of time without assigning any reason thereof for which the customer will have no claim on it.
27. In case of cancellation of the booking or withdrawal by the Intending Allottee(s), the money paid by the Intending Allottee(s) shall be refunded back to him/her without any interest after deduction of 10% of the deposited amount within three months from the date of cancellation.
28. Construction, specifications and facilities covered for the apartments are mentioned in the brochure as well as in the plan. Any additional work, or items, if desired, by the buyer should be intimated well in advance without asking for a bill of the same. Such acceptance is purely at the discretion of the company and may be carried out with additional cost paid in advance. The bill amount shall be prepared and determined by the Developer for such extra work based on the prevailing price at the time of execution.
29. In the event of delay in completion, or in the delivery for possession of the said unit, by reason of non availability of labour, steel, cement, water etc. or by reason of war, civil commotion etc. or due to any act of God, force due to any difficulty or impossibility arising from any Govt. Ordinances, Legislation or Notification or Order by the Govt. or Local Authority etc. the Developer will not be held responsible in any manner.
30. Varanasi Court alone shall have jurisdiction in all matters arising out of or touching and/or concerning this transaction.

## Declaration

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the company and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with the company's schedule of installment.

I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan. I/We have read the contents relating to the terms and conditions of allotment in detail here to and do hereby agree to abide fully by those.

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Signature of the Applicant

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Signature of the Joint Applicant