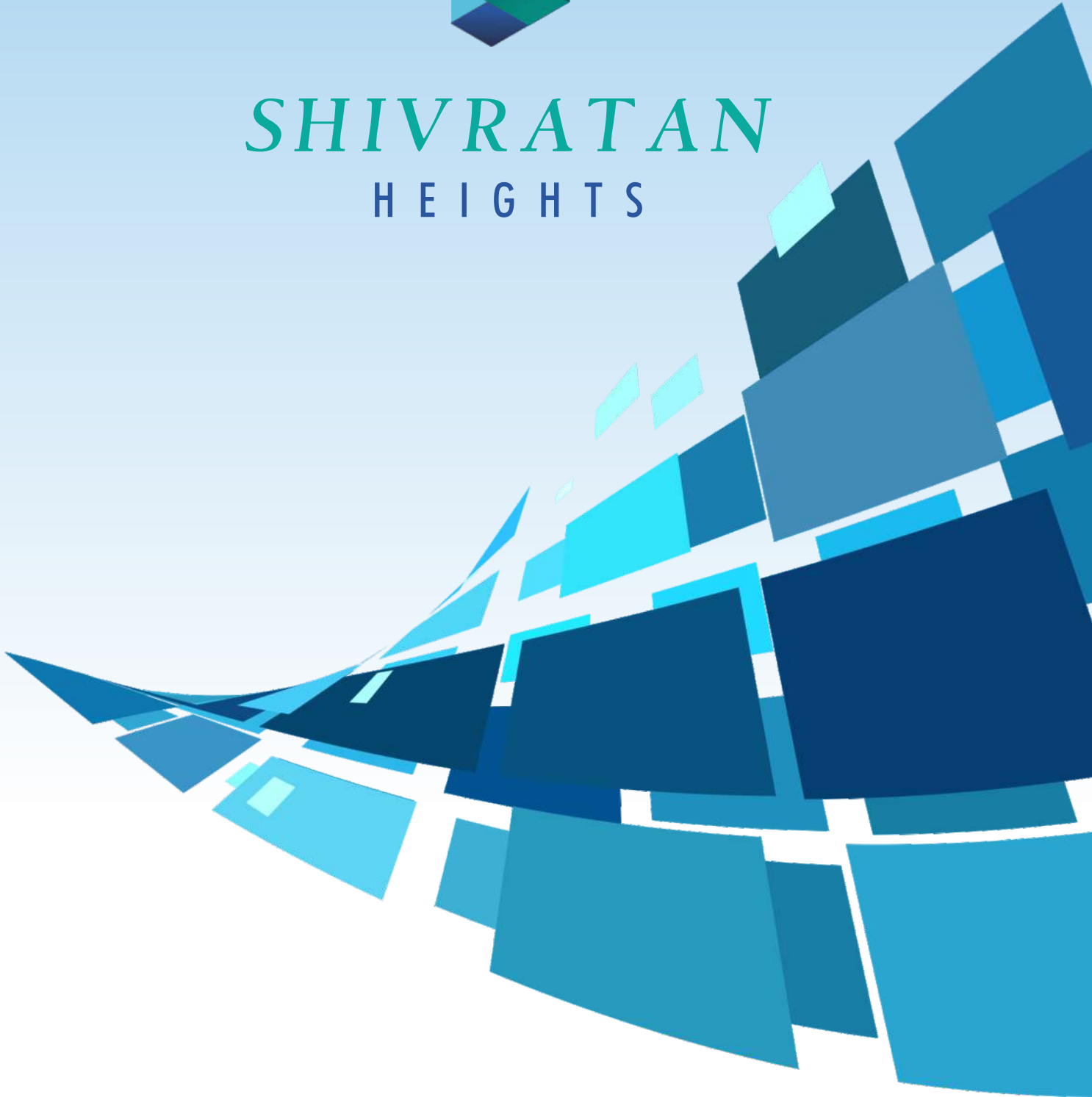


SHIVRATAN
HEIGHTS



APPLICATION FORM

APPLICATION FORM



To

Padmini Vihar Infradevelopers Pvt. Ltd.

Plot No.-14, Gh-12A,
Vrindavan Yojana Sector 14,
Raebareli Road, Lucknow. (U.P.)

Sir,

I / We hereby apply for the allotment of a residential unit as per details given below in your project Shivratn Heights Plot No.-14, Gh-12A, Vrindavan Yojana Sector 14, Raebareli Road, Lucknow. (U.P.).

I / We agree to sign and execute, as and when desired by the company, the Allotment Certificate on the Company's standard format and I / we agree to abide by the terms and conditions of the sale as laid down herein.

Please find enclosed herewith a sum of Rs. _____ (Rupees _____) in cash/cheque/draft no. _____ dated _____ drawn on _____ being the booking amount.

I / We agree to pay further instalments as stipulated / demanded by the company. My / our particulars are as below:

Applicant's name: _____ Age: _____ yrs.

Father's/Husband's name: _____

Co-applicant's Name: _____ Age: _____ yrs.

Father's/Husband's name: _____

Mailing address: _____

Tel. :(R) _____ (O) _____

Mobile: _____ e-mail: _____

Office address: _____

Permanent address: _____

Name/address of Guardian (in case of minor): _____

Relationship: _____

Income tax PAN no.: First applicant: _____

Second applicant: _____

Residential Status-Resident/Non Resident Indian

UNIT DETAILS

Unit no. _____; Floor _____; Type _____; Block _____; Super area _____ sq.ft;

Lawn _____; Terrace _____ Sq.ft.; Private Courtyard _____ sq.ft. Private

Basement _____ Sq.ft. Basic Price: Rs. _____

Payment plan opted: Installment Payment Plan (Plan A)/Down Payment Plan (Plan B)

Signature: Applicant: _____; Co-applicant: _____ Signature of Guardian

(in case of minor): _____

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking : _____

Dealing executive : _____ Checked / verified by : _____

PROCEDURE / TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL UNIT

A. BOOKING & ALLOTMENT

1. For allotment of a residential unit, the applicant has to submit his/her application on the prescribed form indicating the location, size & type of unit required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favouring "Padmini Vihar Infradevelopers Pvt. Ltd" payable at Lucknow.
2. The final allotment is entirely at the sole discretion of the Company and the Company has the right to accept or reject an application without assigning any reason thereof.
3. In case of application made by Corporate Body, Firm, Trusts etc., or through an attorney, the same should be accompanied with the certified copy of the Memorandum and Articles of Association / Resolution/Authority or Power of Attorney/ bye-laws, as the case may be.
4. It is only after applicant sign and execute the Allotment Certificate & Agreement on the company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the company. If however, applicant fail to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the company then this application shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand forfeited.

B. PAYMENT

5. For preferentially located units, extra charges, as given in the payment plan, will be payable.
6. The timely payment of instalments as indicated in the Payment Plan is the essence of the scheme. If any instalment is not paid the Company will charge 20% interest p.a. on the delayed payment for the period of delay. However, 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 the allottee will have no lien on the Unit. In such a case, the amount deposited upto 20% of the Basic Price of the unit, constituting the Earnest Money, will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 20% per annum and restore the allotment in case it has not been allotted to some one else. In such a situation, an alternate unit, if available, may be offered in lieu of the same.
7. In case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case, 20% of the Basic Price of the unit, constituting the Earnest Money, will be forfeited and the balance, if any, refunded without any interest, subject to that the said unit is subsequently allotted to any person (s) and the basic price is received.
8. In case the allottee wants to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
 - i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee only.
 - ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the buyer, failing which, the buyer shall be governed by the provision contained in clause 5 as above.
 - iii) In case of default in repayment of dues of the financing agency by allottee, the Allottee authorize the Company to cancel the unit and repay the amount received till that date after deduction of Earnest Money directly to financing agency on receipt of such request from financing agency without any reference to allottee.
9. All the payments made in the favour of (Chq/DD) **Padmini Vihar Infradevelopers Pvt. Ltd.**

C. CONSTRUCTION / COMPLETION OF UNITS

10. The specifications for the unit are shown in the specification sheet. Any additional/ better specifications for individual unit requested for by the allottee well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company.
11. The specifications shown in the specification sheet are indicative only and that the Company may on its own provide additional/better specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/ individual unit. The proportionate cost of such changes will be borne by the allottee.
12. The completion of the unit will be done as per the completion date subject to receiving the entire price and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in any case not be binding on the Company.
13. The drawings shown in the sale documents are subject to changes by the architect/Company before or during the course of construction without any objection or claim from the allottee. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet.

The following facilities will be provided by the Company on extra payment:

 - i) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the allottees proportionately.
 - ii) Expenditure on the provision of common Satellite TV system (including cabling), telephone system, security system, LPG piped gas system, if provided, intercom system or any other common facility provided by the Company shall be proportionately borne by the allottees.
 - iii) The stand-by generator for running the lifts, tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the residential units, the cost of the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up systems to the apartments shall be proportionately borne by the allottee over and above the general maintenance charges.
 - iv) The cost of External Electrification of the complex, which includes proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cables upto the distribution box will be paid by the allottees on sharing basis.
 - v) The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - vi) The allottees shall be offered membership of the recreational club in the complex at a concessional rate but will not have any ownership right on the club or club lawns. The allottee will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
 - vii) Usage rights of covered and open parking space shall be allotted on extra cost as fixed by the Company.

D. MAINTENANCE

14. (a) On completion of building/allotted unit/offer of possession, whichever is earlier, an interest-free Maintenance Security (IFMS), toward security for promptly paying the maintenance bills and other charges, shall be payable by the allottee to the Company.
(b) The amount to be deposited as IFMS will be intimated to the allottee by the Company and can be revised from time to time. The amount mentioned in the Price List or any literature / correspondence is indicative and can be modified at the time of offer of possession by the Company.
(c) The Allottee upon completion of the said unit or offer of possession, whichever is earlier, agrees to enter into a maintenance agreement with any association / body condominium of apartment owners or any other nominee/agency/association(s) or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the company from time to time for the maintenance and upkeep of the said plot/said building.(d) The date of commencement of maintenance and upkeep of the Complex or part thereof shall be intimated by the Company to the Allottee and the maintenance charges will be reckoned from that date.
(d) The allottee is liable to pay monthly / quarterly / yearly maintenance charges as demanded by the company / Maintenance agency, irrespective whether the Allottee is in occupation of the apartment or not, within a period of 7 days of demand. The Company / Maintenance agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in monthly maintenance charges within this period, interest @ 24% p.a. shall be charged for the period of delay.
(e) In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is permitting the company / maintenance agency to deny him/ her the maintenance services and the Company/Allottee's Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, power/power backup, piped gas connections and debarmment from usage of any or all common facilities within the complex.
(f) The Company / Maintenance Agency shall maintain the complex till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the said unit or offer of possession, whichever is earlier. The Company is not bound to maintain the said complex beyond a period of one year after from the date of offer of possession. The company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the company shall not earn any interest, either real or notional, and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees and undertakes not to raise any claim, dispute etc in this regard. If the association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the IFMS after deducting any default of maintenance charges, etc.alongwith the interest accrued thereon and other charges/deposits borne by the company with respect to the said unit to the Allottee and discontinue maintenance of the said complex/said unit. If the allottee fails to accept the said return of IFMS within 15 days of written intimation to such effect, the net of default IFMS shall lie with the company without creating any liability to either provide maintenance or interest on the money. However, the company may manage the maintenance and upkeep of the Said Complex / Said Unit by itself even after the said period of one year and in such an event the company shall retain the IFMS of the Allottee with itself till such time the maintenance is not handed over to the Residents /Allottee's Association.
15. The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the allottee from the date of the possession. Further, the allottee will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages etc. or violates the rules or by-laws of the Local Authorities or the Association of Allottees.
16. Applicant is making this application with the full knowledge that the building plans for the building in which the apartment applied for is located are not yet sanctioned by the competent authority. Applicant has instructed the Company that if for any reason including non-sanction of the building plans, the Company is not a position to finally allot an apartment applied for within a period of one year from the date hereof, applicant would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which the said amount has been lying with the Company.
17. The IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee takes possession of his/her unit. In case of delay in payment of IFMS within this period, interest @24% p.a. shall be charged for the period of delay.
18. It shall be incumbent on each allottee to form and join an Association comprising of the allottees for the purpose of management and maintenance of the complex.
19. Only common services shall be transferred to the Association. Facilities like parking, shopping, club, storage spaces, servant rooms, swimming pool, central plaza, parks etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual as the case may be on any terms as the Company would deem fit.
20. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
21. The allottee will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

E. TERMS OF AWAS VIKAS PARISHAD

22. The project is being executed by the Company on leasehold land allotted by Awass Vikas Parishad on the basis of Letter of Allotment issued by Awass Vikas Parishad authorizing the Company to develop and market the project and execute the Transfer Deed of the unit in favour of the allottee.
23. On execution of the sub lease deed in favour of the allottee by the Company, the allottee, as sub lessee, will be bound by the terms of Awass Vikas Parishad, the lessor, including payment of lease rent, transfer charges etc.

24. All taxes or charges, present or future, on land or building levied by any authority, from the date of booking, including the Lease Rent payable to NOIDA shall be borne and paid by the allottee. One time lease rent, if paid, will proportionately be borne by the allottee.
25. The Company shall be responsible for providing internal services within the complex, which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the complex to be connected to the internal services are to be provided by NOIDA.
26. All terms and conditions of the allotment of the land by NOIDA to the Company will be mutatis mutandis applicable to the allottee.

F. POSSESSION

27. The transfer deed of the unit shall be got executed in favour of the allottee by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee.
28. All charges, expenses, stamp duty, official fees etc. toward sale deed, including documentation, will be borne by the allottee. If the Company incurs any expenditure toward the registration of the unit, the same will be reimbursed by the allottee to the Company. In case the stamp duty or other charges payable by the allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.
29. The possession of the unit will be given after execution of the transfer deed.
30. The allottee shall get exclusive possession of the built-up area of his unit and will be transferred the title of this area along with proportionate undivided share in the land under his block through a Transfer Deed. The allottee shall have no right, interest or title in the remaining part of the complex such as club, parking, park, etc. except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of the Company and subject to these, the allottee shall be governed by the U.P. Apartments Act, 2003. The right of usage of common facilities is subject to observance by allottee of covenants herein and upto date payments of all dues.
31. In addition to the built-up area, the allottee, if and as mentioned in this allotment, may get exclusive usage rights to certain areas (like attached areas with Ground Floor unit, and terrace for certain upper floors). No construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the allottee.
32. For computation purposes, the flats are being allotted on the basis of super area, which includes built-up area and proportionate share of area falling under corridors, stairs, lobbies and other common spaces within the blocks of the complex. The built-up area of the Unit shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. Built-up 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.
33. The Allottee undertakes to execute the sub lease deed within sixty (60) days from the date of company intimating in writing failing which the Allottee authorizes the company to cancel the allotment and forfeit the earnest money, delayed money interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale / re-allotment to any other party.
34. The final super area of flats 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 built-up area or dimensions of the flats. Similar measurements and calculations will be done for exclusive lawn and terrace areas also.
35. The Allottee has seen and accepted the plans, designs, specifications which are tentative and the Allottee authorizes the company to effect suitable and necessary alterations/modifications in the layout plan/building plans, designs and specifications as the company may deem fit or as directed by any competent authority (ies). The final super area of flats will be intimated after final physical measurement after construction. In case of variation in actual super area beyond +/- 3%, 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 built-up area or dimensions of the flats. Similar measurements and calculations will be done for exclusive lawn and terrace areas also. However, in case of any alteration/modification resulting in + 10% change in the super area in apartment any time prior to and upon the grant of occupation certificate, the company shall intimate to the Allottee in writing the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her and the Allottee agrees to inform the company in writing his/her consent or objections to the changes within thirty(30) days from the date of such notice failing which the Allottee shall be deemed to have given his full consent to all the alterations/modifications. If the Allottee writes to the company within thirty (30) days of intimation by the company indicating his non-consent/objections to such alterations/modifications then the allotment shall be deemed to be cancelled and the company shall refund the entire money received from the Allottee without any interest or compensation.
36. In case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee for any reason beyond its control, the Company shall offer alternate unit of the same type and in the 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 from the allottee till then and will not be liable to pay any damages or interest to the allottee whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee. The allottee has specifically agreed that if due to any changes in the layout/building plan, the apartment becomes preferentially located, then the Allottee shall be liable and agrees to pay as demanded by the Company additional preferential location charges as applicable for such preferentially located units.
37. The possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance instalments shall become due immediately. The allottee has to take possession of the unit within 60 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee. Further, the allottee shall be liable to pay Holding Charges, at the rates to be intimated by the Company, in addition to his proportionate share of all the other charges, to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 60 days.
38. The allottee after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
39. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment / said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit/writ before a competent court or due to force major conditions, the Company, after provisional and / or final allotment, is unable to deliver the Apartment and/or right of usage for Parking Space(s) to the Allottee for his/her occupation and use, the Allottee agrees that the company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.

G. GENERAL TERMS AND CONDITIONS

40. The basis of calculating the proportionate charges payable by any allottee will be the proportion of the super up area of his unit to the total super area of all units affected by that charge.
41. The address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.
42. The allottee may undertake minor internal alterations in his unit only with the prior written approval of the Company. The allottee shall not be allowed to effect any of the following changes/alterations:
 - i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired failing which the cost of repair may be deducted from the allottee's IFMS.
 - ii) Changes that may affect the facade or common areas of the building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the building.
43. The allottee shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottees in the complex.
44. The company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the company may impose and on payment of such transfer fee as may be prescribed by the Company. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of this application to restrict nomination / transfer / assignment of the allotted apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.
45. The development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/ Court of Law/ Public/ Competent Authority or any other reason beyond the control of the Company & any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/ substitute materials without any claim from the allottee.
46. In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
47. The amounts paid by the allottee to the company to the extent of 10% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of terms of allotment.
48. The allottee has fully satisfied himself/herself about the interest and the title of the company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee in this respect.
49. The allottee(s) has applied for allotment of a residential apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the company and understood by him/her.
50. The Company has made clear to the Allottee that it shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling outside the land beneath the said building, in which his/her unit is located and that the Allottee has confirmed that he/she not raise any objection or make any claims or default any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her due to such developmental/construction activities or incidental / relating activities.
51. The allottee agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the Company constructing or continuing to construct other buildings adjoining the said residential unit. The allottee agrees that in case at any stage further construction in the complex becomes possible, the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee.
52. All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee.
53. In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with / signature of any one of the joint allottees sufficient for its record.
54. For all intents and purposes, singular includes plural and masculine includes feminine.
55. In case of any dispute between the co-allottees, the decision from the competent court shall be honoured by the Company.
56. In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the allottee.
57. THAT the allottee agrees, assures and undertakes to pay to the Company, on demand, such amount, which may be levied, charged or imposed, in future, on account of tax, duty, charges, cess, fee, etc. by any local administration, State Government, Central Government by virtue of any notification or amendment in the existing laws and the same becomes payable by the Company during the performance of the present agreement.
58. It shall be mandatory on the Applicant(s) to provide Pan No/GIR No/Form 60 (duly complete in all respects) while filling in the application form. In the absence of the same, the Allotment Card and Agreement shall not be issued. For delay arising on account of incomplete form, the payment schedule shall not be affected and the Applicant(s) / Allottee(s) shall be liable to pay the interest accruing on this delay.

Signature: Applicant _____ / Co-applicant : _____

Place: _____ Date: _____