

GENERAL PARTICULARS

Please Note: Application Form must be completed in full, in BLOCK LETTERS in English language/Hindi language.

1. Sole / First Applicant

Mr./Mrs./Ms./M/s.

Son/Wife/Daughter of Mr.

Date of Birth Marital Status No. of Children

Education Profession Designation

Office Name & Address

..... Pin Code.....

Tel. No. with STD Code Mobile No.

Nationality Residential Status : Resident

Residential Address

..... Pin Code.....

Tel. No. with STD Code Mobile No.....

E-mail Address Preferred Address for Communication: Residence Office

Income Tax PAN..... Aadhar No. Passport No.....

Annual Income Annual Family Income

Photograph

Signature of First / Sole Applicant

2. Second Applicant

Mr./Mrs./Ms./M/s.

Son/Wife/Daughter of Mr.

Date of Birth Marital Status No. of Children

Education Profession Designation

Office Name & Address

..... Pin Code.....

Tel. No. with STD Code Mobile No.

Nationality Residential Status : Resident

Residential Address

..... Pin Code.....

Tel. No. with STD Code Mobile No.....

E-mail Address Preferred Address for Communication: Residence Office

Income Tax PAN..... Aadhar No. Passport No.....

Annual Income Annual Family Income

Photograph

Signature of Second Applicant

Note: In case of more than two joint Applicants, similar details of all the remaining Applicants are to be attached.

3. Choice of 2 BHK Apartment

i) Block no. ii) Type iii) Floor iv) Apartment No. v) Carpet area..... Sq ft.

4. Details of Parking (Reserved for exclusive use)

i) Four wheeler Parking Number..... Covered Area Sq ft.

ii) Two wheeler Parking Number..... Covered Area Sq ft.

5. Consideration

Particulars	Price Per sq. ft. of Super Built-up area	Amount (Rupees)
Sale value of the apartment		
Discount for consent from 216 to 291 units		15,000.00
Gross Total		

Note: - The above sale value has been derived after considering and passing on the estimated input tax credit (ITC).

6. Earnest Money (10% of Consideration) : Rs.

(Rupeesonly)

7. Boundary

Particulars	East	West	North	South
Apartment				
Four wheeler Parking				
Two wheeler Parking				

Note : Following payments shall have to be made in addition to the Consideration :

- (1) **At the time of Payment of Installment to the LLP** – Goods and Service Tax (GST) at applicable rates.
- (2) **At the call of the Society** – Interest-free Security Deposit, Membership Fees and one year maintenance.
- (3) **At the time of Execution of Indenture of Conveyance** - Cost towards any Government Levy, other cost (if any), Stamp Duty, Registration Fee and allied charges / cost for execution and registration of Indenture of Conveyance.

Yours faithfully,

1-

1-.....

2-.....

2-.....

(Name of Applicants)

(Signature of Applicants)

Date Place

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Date of Booking:

Approved By (Name and Signature): Mayank Kumar Gupta /Ambuj Kumar Gupta

CONSENT LETTER

It is essence of understanding that the project "Swastik Amaravati" has been sanctioned for 216 units based on permissible FAR of 2.0 however Varanasi Development Authority has moved to the 'UP Shashan' for increase in FAR to 3.0 vide letters dated 21-04-2018 and 13-04-2018 and the matter has been recommended by the Chief Town and Country Planner vide letter no-171 dated 26-04-2018 and the matter is in active consideration with the government. The government order to this effect is expected shortly, accordingly the scheme has been planned for 291 units and the cost and the selling price has been reduced based on the construction of 291 units. In consideration of a discount of Rupees 15,000/- (Rupees Fifteen thousand only) on account of proposed increase in number of units from the currently sanctioned 216 to 291 the applicant(s) hereby gives his consent for the up-gradation of the scheme from 216 to 291 units in anticipation of sanction of increased FAR from 2.0 to 2.75 or 3.0 as pending with the department of 'Awas evam Shahari Niyozan Vibhag' Government of Uttar Pradesh.

Yours faithfully,

1-

1-.....

2-.....

2-.....

(Name of Applicants)

(Signature of Applicants)

Date

Place

NOMINATION FORM

(To be filled in by individual(s) applying singly or jointly)

I/We and the Applicant(s) of Apartment No. in "SWASTIK AMARAVATI" wish to make a nomination and do hereby nominate the following person(s) in whom all rights of registration and/or allotment and/or amount paid in respect of Apartment shall vest in the event of my or our death before registration of ownership of the Apartment applied for.

Name & address of the Nominee	Relationship with the Applicant(s)	Age	If nominee is a minor, Date of Birth *

As the nominee is a minor on this date, I appoint Shri/Smt./Kum. _____

(name, age, relationship and address)

to get the registration and/or allotment and/or balance money in respect of Apartment on behalf of the nominee in the event of my/our/minor's death during the minority of the minor.

* Strike out if nominee is not a minor.

Name of Applicants

Signature

1. _____

2. _____

Name of Nominee (Guardian, if nominee is a minor)

Signature

Place:

Date:

Instructions:

1. The Nomination can be made by individuals only applying Apartment on their own behalf singly or jointly. Non-individuals including society, trust, body corporate, partnership firm, LLP, Karta of Hindu undivided family, holder of power of attorney cannot nominate. If the application for provisional allotment of Apartment is made jointly, all Applicants will sign the nomination form. Space is provided as a specimen, if there are more Applicants more sheets can be added for signatures of Applicants and witness.
2. A minor can be nominated by an Applicant and in that event the name and address of the guardian shall be given by the Applicant.
3. The nominee shall not be a trust, society, body corporate, partnership firm, LLP, Karta of Hindu undivided family or a power of attorney holder.
4. Nomination stands rescinded upon registration of Apartment in favour of a nominee and it shall be a valid discharge by the LLP against the legal heir.
5. However, in case of death of the Applicant(s) before payment of full amount in respect of apartment, Standard Terms and Conditions attached to this form and other general terms and conditions prescribed by Swastik AMARAVATI LLP shall apply on nominee or in the event nominee is a minor on his/her guardian as they would have applied on the Applicant(s) if he had not died.

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Approved by (Name and Signature).....

UNDERTAKING

- 1 I/We have examined and understood the scheme of development, title for Land, declaration, brochure, plans and other documents of your Housing Project known as "SWASTIK AMARAVATI" and I/We also agree to abide by all the terms and conditions or any other statutory or civic authority to which the LLP and consequently the Applicant, is subject to or any other condition which the LLP may prescribe.
- 2 In the event of the LLP provisionally allotting an apartment, I / We undertake to make all payments including the taxes levied or may be levied by the Government without any formal demand by the LLP in accordance to the opted Payment Plan as explained to and understood by me / us, failing which the allotment may be cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the LLP.
- 3 I/We have clearly understood that notwithstanding the fact that the LLP may have issued an acknowledgment of having received application amount / Earnest Money, I/We do not become entitled or can claim any right of Allotment / Provisional Allotment of the Apartment.
- 4 I/We undertake that I/We shall execute the instrument for transfer of rights, title and interest in the Apartment from the LLP in my/our favour in the form, substance and manner and within such period as prescribed by the LLP and the same shall be got registered as required by law.
- 5 I/We do hereby declare that my/our application for Provisional Allotment of the Apartment to the LLP is irrevocable unless so desired by the LLP.
- 6 I/We undertake to join any Society / Association of Apartment Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the LLP in its sole discretion for this purpose.
- 7 I/We do hereby declare that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed therefrom and I/we hereby undertake to inform the promoter of any change in the above information till the property is transferred in my/our name.
- 8 It is essence of understanding that the project "Swastik Amaravati" has been sanctioned for 216 units based on permissible FAR of 2.0 however Varanasi Development Authority has moved to the 'UP Shashan' for increase in FAR to 3.0 vide letters dated 21-04-2018 and 13-04-2018 and the matter has been recommended by the Chief Town and Country Planner vide letter no-171 dated 26-04-2018 and the matter is in active consideration with the government. The government order to this effect is expected shortly, accordingly the scheme has been planned for 291 units and the cost and the selling price has been reduced based on the construction of 291 units. In consideration of a discount of Rupees 15,000/- (Rupees Fifteen thousand only) on account of proposed increase in number of units from the currently sanctioned 216 to 291 the applicant(s) hereby gives his consent for the up-gradation of the scheme from 216 to 291 units in anticipation of sanction of increased FAR from 2.0 to 2.75 or 3.0 as pending with the department of 'Awas evam Shahari Niyozan Vibhag' Government of Uttar Pradesh.

Yours faithfully,

1-

1-.....

2-.....

2-.....

(Name of Applicants)

(Signature of Applicants)

Date

Place

STANDARD TERMS AND CONDITIONS

1. General

- 1.1 The Applicant(s) has/have applied for the allotment of a residential Apartment in LIG Housing Project named as "SWASTIK AMARAVATI", a residential building (hereinafter referred to as 'The Building') being constructed by Swastik AMARAVATI LLP, on a plot of land (hereinafter referred to as 'The Land') bearing SM Plot no. 97Kha, 98Ka & 99Ka, Mauza Tengra, Pargana Ramnagar, Teshil Sadar, District Varanasi-221008, (U.P.)
- 1.2 The Applicant is satisfied with the plan, design and specifications of the Building including the type of Apartment being applied by the Applicant.
- 1.3 The Applicant shall have no right, title or interest whatsoever on the Apartment provisionally allotted to him/her/it or on any part of the Building including the Land during its construction or after its completion till the execution of Indenture of Conveyance by the LLP in favour of the Applicant.
- 1.4 The Indenture of Conveyance shall be executed only after the Consideration amount has been received from the Applicant alongwith other applicable duties, charges and other payments etc. as due in accordance with Provisional Allotment Letter, the construction of the Said Premises is completed in all respects including incorporating the Alterations (as defined herein), if any and subject to Applicant complying with all the provisions hereof. The expenses regarding the execution and registration of the Indenture of Conveyance and all other incidental expenses including Stamp Duty shall be the sole responsibility of the Applicant. The registration of the Indenture of Conveyance shall be got done through the lawyer of the LLP.
- 1.5 Possession of the Apartment to the Applicant shall only be handed over after registration of the Indenture of Conveyance.
- 1.6 The Applicant agrees that unless an Indenture of Conveyance is executed in favour of him/her/it, the LLP shall continue to be the owner of the entire Building including the Land and no payments made pursuant to the Application or Provisional Allotment, whether pursuant to the Standard Terms & Conditions or otherwise, shall give any Person any lien on the Said Premises until they have complied with all the terms and conditions of the Provisional Allotment and the Indenture of Conveyance has been executed in favour of the Applicant.
- 1.7 The Apartment applied for along with the Building shall be subject to the provisions of The Real Estate Regulation And Development Act, 2016 (RERA) or any statutory enactment or modifications thereof. The common areas and facilities and the undivided interest of each flat owner in common areas and facilities as specified by the LLP in the declaration which may be filed by the LLP in compliance of the said Act shall be conclusive and binding upon the Applicant and the Applicant agrees and confirms that his/her right, title, interest in the said Apartment / Building shall be limited to and governed by what is specified by the LLP in the said declaration.
- 1.8 The execution and / or registration of the Indenture of Conveyance shall not absolve the Applicant of any of its obligations herein.
- 1.9 All receipts, allotment letter and other documents shall be issued under the signature of Shri Ambuj Kumar Gupta and/or Shri Mayank Kumar Gupta for and on behalf of the LLP.
- 1.10 It is essence of understanding that the project "Swastik Amaravati" has been sanctioned for 216 units based on permissible FAR of 2.0 however Varanasi Development Authority has moved to the 'UP Shashan' for increase in FAR to 3.0 vide letters dated 21-04-2018 and 13-04-2018 and the matter has been recommended by the Chief Town and Country Planner vide letter no-171 dated 26-04-2018 and the matter is in active consideration with the government. The government order to this effect is expected shortly, accordingly the scheme has been planned for 291 units and the cost and the selling price has been reduced based on the construction of 291 units. In consideration of a discount of Rupees 15,000/- (Rupees Fifteen thousand only) on account of proposed increase in number of units from the currently sanctioned 216 to 291 the applicant(s) hereby gives his consent for the up-gradation of the scheme from 216 to 291 units in anticipation of sanction of increased FAR from 2.0 to 2.75

or 3.0 as pending with the department of 'Awastya evam Shahari Niyozan Vibhag' Government of Uttar Pradesh.

2. Allotment

- 2.1 The allotment of the residential Apartment is entirely at the discretion of the LLP and in case of no allotment the earnest money paid along with the application form will be refunded within two months from the date of submission of the application without interest. The LLP shall not be bound to assign any reason for non acceptance of the application for allotment.
- 2.2 If the LLP decides to allot a constructed Apartment to the Applicant, he/she/they shall be given a Provisional Allotment Letter. The Provisional Allotment Letter if issued shall be as far as possible for the allotment of an Apartment as per specification which will not create any interest in favour of the Applicant until full payment has been made and the Indenture of Conveyance is executed and registered.
- 2.3 The Applicant has agreed that the LLP may effect such variation and modifications in the Apartment agreed to be allotted in favour of the Applicant as may be necessary or appropriate and fit to the best interest of the said Building or as may be required by any competent authority. The necessary changes / alterations may involve change in position, location including change in dimension or area or number of the residential flat. Any change made by the LLP shall be duly notified to the Applicant and also to the institution from which the financial assistance, if any, is taken. However, the Applicant shall have full right to cancel his/her/its booking in case of substantial variation in the Apartment allotted to him / her / it.
- 2.4 The timely payment of installment is the essence of the terms of booking allotment. In case of non-payment of the installments within due date the Applicant shall be treated to be defaulter and he/she/it shall be liable to pay interest @ 12% p.a. from the date on which it falls due till the actual date of payment, However, if payment of an installment is due for more than three months the allotment is liable to be cancelled at the sole discretion of the LLP and Earnest Money paid along with the Application Form shall be forfeited.
- 2.5 The flat cannot be allotted to any person in contravention of the provision of section 80 IBA of the income tax act 1962 and/or any notification for concessional rate of goods and service tax (G.S.T.) notified from time to time. The promoter shall cancel the allotment/agreement to sell and forfeit the earnest money of 10% and refund the balance amount without interest within 30 days of cancellation in case the said apartment is allotted in contravention of the above provision by the allottee.
- 2.6 Further, in the event of breach of any of the terms and conditions of the allotment by the Applicant, the allotment may be cancelled before the delivery of the possession and execution of Indenture of Conveyance at the discretion of the LLP, however the Applicant will be entitled to refund of his/her/its total amount paid without any interest except Earnest Money paid along with the Application Form.

3. Consideration

- 3.1 The Applicant shall make all payments for Consideration and other charges as per Payment Plan at such times and as detailed in the Provisional Allotment Letter, without any requirement for the LLP/Society to send out any Notice or Reminder to the Applicant. The Applicant shall make all payments by demand drafts or by cheques (at par) payable at Varanasi or as advised by the LLP/Society. No payment will be made in Cash or by outstation cheque.
- 3.2 The fire safety and other measures have been agreed to be provided as per existing code/ regulations as on the date hereof. Provided, however, in the event that any further fire safety or other measures are undertaken, as are deemed necessary by the LLP or as are required to be undertaken pursuant to the requirements or applicable law / regulations, the proportionate increase in consideration / charges in respect thereof shall also be payable on demand by the Applicant.
- 3.3 In case any new taxes / duties / charges are levied by any Government Authority, the proportionate increase in Consideration in respect thereof shall also be payable on demand by the Applicant within 15 days of such demand.
- 3.4 Applicant shall necessarily be a member of the Association of Apartment Owners / Maintenance Society and shall be required to

pay non refundable Society Membership Fees and Interest Free Security Deposit as specified in Provisional Allotment Letter. Payments specified under this Clause shall be directly made by the Applicant to the Society.

4. Payment Plan

4.1 Payment of Consideration is to be made as under by the Applicant(s) :

4.2

Due Date	Particulars	Amount Due
At the time of Application	Earnest Money Deposit	10 % x 1 = 10 % of Consideration
As may be mutually agreed	Six (6) Installments	10 % x 6 = 60 % of Consideration
	Six (6) Installments	5 % x 6 = 30 % of Consideration
At the time of offer of possession	Society Membership Fees & Interest Free Security Deposit	As per Provisional Allotment Letter

4.3 Rebate @ 1% of Consideration shall be allowed to the Applicant at the time of execution of Indenture of Conveyance if all payments are made within time under this Plan.

4.4 The detailed payment schedule shall be as per excel sheet attached as Annexure 1 to this application.

4.5 At the mutual consent of the Applicant(s) and the LLP, payment plan and schedule referred in paragraph 4.1 & 4.3 above may be modified.

5. Obligations of the Applicant

5.1 Upon the LLP provisionally allotting the Apartment to the Applicant on the terms herein, the Applicant agrees to the following, whether before or after possession of the Apartment is granted to the Applicant.

5.2 Prior to taking possession of the Apartment, the Applicant shall pay to the Maintenance Society one year maintenance cost as may be fixed by the society for the period notified by the society for maintenance of Common Areas and Common Facilities.

5.3 It is stated for the sake of abundant clarity that the Earnest Money constitutes the part of the Consideration and is non refundable except as mentioned herein under Clauses 5.12 and 9.1.5.

5.4 The timely payment of consideration and other dues, as more particularly described in the Application Form, these Standard Terms & Conditions, Provisional Allotment Letter and Registered Agreement to sell is an essential prerequisite to the execution of the Indenture of Conveyance. The Applicant hereby agrees and understands that, notwithstanding anything stated hereinabove, failure of the Applicant to comply with the terms of payment of the Consideration and other dues shall entitle the LLP to terminate the Provisional Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money. The LLP shall, upon cancellation, be free to deal with the Apartment previously provisionally allotted to the said Applicant in any manner, whatsoever at its sole discretion. The amount(s) if any, paid over and above the Earnest Money and the Termination Charges (as defined hereinafter) is refundable to the Applicant by the LLP without any interest thereon in the

manner as more particularly described in Clauses 9.1.6 to 9.1.8, as if the cancellation by the LLP was a cancellation by the Applicant as described in clause 9.1.6. The terms of this Clause 5.4 should not be construed to prejudice the rights of the LLP to take any other actions against the Applicant as it may deem appropriate under applicable law.

- 5.5 Notwithstanding anything stated herein and without prejudice to the LLP's right to cancel the Provisional Allotment or to refuse execution of Indenture of Conveyance, as provided herein, and without, in any manner condoning any delay in payment of Consideration and other dues, the Applicant shall be liable to make payment of interest @ 12% per annum on the outstanding amounts of Consideration and other dues from the due date(s) upto their payment or cancellation of the Provisional Allotment. The payments made by the Applicant shall first be adjusted against the interest, if any, due from the Applicant to the LLP under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Applicant under the Standard Terms and Conditions and the Provisional Allotment Letter.
- 5.6 The Applicant shall abide by all laws as may be applicable to the Apartment including *inter alia* all regulations, bye-laws, directions and guidelines framed / issued under provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder and shall keep the LLP indemnified, secured and harmless against all costs, consequences and damages, arising on account of non compliance with the said requirements, requisitions and demands.
- 5.7 The Applicant agrees to do the following :
- (a) Not to use the Apartment or suffer it to be used for any activity that is prohibited / irregular / illegal or other activity that is hazardous or may cause nuisance.
 - (b) Apartment shall be used only for the residential purpose(s) and for no other purpose(s) such as; office, shop, consultation chamber of professionals etc..
 - (c) Pay as and when required under applicable law or demanded by the LLP, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Indenture of Conveyance.
 - (d) Sign all such applications, papers and documents and do all such acts, deeds and things as the LLP may reasonably require for safe-guarding the interest of the Provisional Allotment of the Apartment and for securing the interests of the Applicant and / or the LLP, as the case may be.
- 5.8 If on account of any Law, the LLP is prevented from completing the construction of the Building / Apartment or if the LLP is prevented from delivering possession thereof to the Applicant on account of any action by any Third Party or Government Authority, it is in the sole and entire discretion of the LLP to challenge the validity, applicability and / or the efficacy of such Law and challenge the action by the Third Party (hereinafter referred to as 'The Said Case').
- 5.9 The Earnest Money and other advance payments made to the LLP cannot be withdrawn or claimed from the LLP till the final determination of the Said Case.
- 5.10 In the event of the LLP being successful in the Said Case, the Applicant shall be entitled to execution of an Indenture of Conveyance as provided herein and delivery and possession of the Apartment in accordance with the terms herein.
- 5.11 In the event of the LLP being unsuccessful in the Said Case and the impugned Law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title to the Apartment, the LLP shall upon the judgment becoming final, absolute and binding upon the LLP, pay to the Applicant the amount of Earnest Money and other payment as had been received from the Applicant without any interest or compensation whatsoever, within such time and in such manner as may be decided by the LLP which shall be final and binding.
- 5.12 The Applicant hereby covenants with the LLP to pay from time to time and at all times the amounts which the Applicant is liable to pay as per the Application Form and as specified in the Provisional Allotment Letter and to observe and perform all the covenants and conditions contained herein, and to keep to the LLP and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and

expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of :

- a. Any inaccuracy in or breach of the representations, warranties, covenants made by the Applicant herein;
- b. Any other conduct by the Applicant or any of its Representatives as a result of which, in whole or in part, the LLP or any of its Representatives are made a Party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
- c. Any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the Terms & Conditions herein;
- d. Any action or proceedings undertaken against the LLP in connection with any such contravention or alleged contravention by the Applicant.

6. Representation and Warranties of the Applicant

- 6.1 The Applicant has applied for Provisional Allotment of the Apartment after satisfying himself that he/she/it has understood and appreciated the content and the implications of the Laws applicable to the Building and the Apartment.
- 6.2 The Applicant has inspected the site, the plans, ownership records, and other documents relating to the title and all other details of the Building and Apartments that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself/herself/itself about the right, title and capacity of the LLP to deal with the Building and Apartments and has understood all the limitations and obligation thereof.
- 6.3 The Consideration for the Apartment and other charges are based on the Carpet Area of the Apartment and shall be paid by the Applicant in accordance with the terms herein.
- 6.4 The Applicant has all necessary power, authority and capacity to bind himself/herself/itself to these Standard Terms and Conditions and to perform his/her/its obligations herein.
- 6.5 The Applicant shall not object to and shall not interfere, in any way, with the establishment, construction, development and operation of residential, commercial, recreational and other developments / activities as may, from time to time be undertaken by the LLP or other persons permitted to enjoy the facilities at 'Swastik AMARAVATI'. This includes but shall not be limited to entering upon 'Swastik AMARAVATI' by the LLP or other persons permitted to enjoy the facilities at the Building as may be required for the purpose of construction and / or development of such residential, commercial, institutional, recreational and other developments undertaken by the LLP at the Building.
- 6.6 The LLP is and shall continue to be entitled to construct and/ or install such other things as may be required for the development, operation and maintenance of the Building including but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements, as may from time to time be deemed necessary by the LLP and / or the Designated Maintenance Agency.
- 6.7 The Applicant has seen the plans and has been made aware of and accepts that the plans, carpet area, specifications as more particularly described in the brochures etc. are tentative and that there may be variations, deletions, additions, alternation made either by the LLP as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Government Authority, which alterations may involve changes, including change in the position / location of the Apartment, change in the number of units, change in its dimensions, change in the height of the Building, change in its Carpet Area and the Applicant shall have no right to object to such variations, additions, deletions, alterations and modification as aforesaid (hereinafter referred to as 'The Alterations') of the Apartment and consequently the Consideration amount may be increased on account of such Alterations and the Applicant shall pay without demur such increased amount of Consideration at such times as may be required by the LLP.

In the event that the Consideration amount is decreased pursuant to such Alterations, the excess amounts, if any, paid by the Applicant shall be refunded by the LLP without interest. Provided further that any changes as a result of the Alterations or otherwise shall not be constructed to give rise to any claims, monetary or otherwise. Change in Consideration due to any increase or decrease in the Area (based on "As-Built" plans) of the Apartment pursuant to Alterations or otherwise shall be payable without any interest on a pro rata basis and value of subsequent installments shall increase accordingly or refundable without any interest at the time of execution of Indenture of Conveyance.

6.8 The Applicant understands that the LLP have the right to raise finance from any bank / financial institution / body corporate and for this purpose it can create mortgage or charge or hypothecation on the Land and the construction thereon in process or on the completed construction, in favour of one or more such Institutions. However, the LLP will ensure that any such charge, if created, is vacated before execution of the Indenture of Conveyance of the Apartment in favour of the Applicant.

7. Obligations of the LLP

7.1 The LLP shall make best efforts to deliver possession of the Apartment to the Applicant in with a further grace period of 6 months. If the completion of the Apartment is delayed by reason of non-availability or scarcity of steel and / or cement and / or other building material and / or water supply and or electric supply / or slow down, strike and / or due to a dispute with the construction agency employed by the LLP, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Government Authority or delay in the sanction of building / zoning plans / grant of completion / occupation certificate by any Governmental Authority or for any other reason beyond the control of the LLP (hereinafter referred to as "Force Majeure Events" and each individual event referred to as a "Force Majeure Event"), the LLP shall be entitled to a reasonable extension of time for delivery of possession of the Apartment.

7.2 Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation / damages / loss of profit or consequential losses against the LLP on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the LLP. If, however, the LLP fails to deliver possession of the Apartment within the stipulated period as mentioned herein above, and within the further grace period of six months thereafter, the Applicant shall be entitled to a discount in Consideration for delay thereafter @ Rs. 5/- per sq. ft. per month for the Carpet Area of the Apartment. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time delay for the delivery of possession of the Apartment.

7.3 Such a rebate in the Consideration shall be given by the LLP to the Applicant at the time of execution of Indenture of Conveyance.

7.4 The Applicant hereby agrees that if he/she/it has any time, defaulted in making timely payments of any installment, or has not made due payment of the Consideration and other charges for the Apartment, no such rebate shall be given by the LLP.

7.5 In the event that a Force Majeure Events occur, the LLP has the right to alter the Terms and Conditions of the Provisional Allotment of the Apartment as stated herein or in the Force Majeure Events so warrant, the LLP may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the LLP hereunder.

7.6 It is hereby clarified that the total construction period as stipulated in clause 7.1 herein shall stand automatically extended, without any further act or deed on the part of the LLP, by the period during which a Force Majeure Event(s) occurs. Provided that the LLP shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

7.7 The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect of Land, open spaces and all or any of the Common Areas / Facilities etc. which shall remain the property of the LLP. The LLP can, as per applicable Laws, transfer and assign the Common Areas / Facilities to a body or association of owners of units of 'Swastik AMARAVATI' or their co-operative society. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the Common Areas / Facilities and to any area which is not specifically sold or allotted or transferred to the Applicant.

8. Miscellaneous Obligations

8.1 As and when the Apartment is ready for possession in accordance with the term specified here, the LLP shall issue a notice of offer of possession (hereinafter referred to as the 'Notice of Possession') calling upon the Applicant to take possession of the Apartment after paying stamp duty, registration charges and other legal, incidental expenses in respect of the Indenture of Conveyance and upon the payment of the entire Consideration, other dues and maintenance deposit/advance/charges in accordance with the Provisional Allotment Letter and the terms herein. Within thirty days of the date of dispatch of the Notice of Possession, the Applicant shall be liable to take physical possession of the Apartment after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein, if for any reason, the Applicant fails and neglects or delays or is not ready or willing to take possession of the Apartment, the Applicant shall be deemed to have taken possession of the Apartment at the expiry of thirty days from the date of dispatch of the Notice of Possession by the LLP. In this event such Apartment shall be at the risk and cost of the Applicant and he/she/it shall be further liable to pay holding charges @ Rs.5/ per sq. ft. per month for the Carpet Area of the Apartment (hereinafter referred to as the 'The Holding Charges'). Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession the LLP shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Applicant except Earnest Money in accordance with the terms of these Standard Terms and Conditions. The Applicant agrees not to question the decision of the LLP in postponing the possession beyond 90 days from the date of dispatch of the Notice of Possession.

8.2 The LLP may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Applicant shall also be liable to pay proportionate Maintenance Charges in respect of the Apartment and proportionate House Tax, Sewer Tax, Water Tax and Other Taxes levied on the Building as a whole, from the expiry of 30 days from the dispatch of the Notice of Possession till such time he/she/it takes possession of the Apartment.

8.3 The LLP or the Designated Maintenance Agency shall be entitled to access the Apartment at such time as is fixed by the LLP or the Designed Maintenance Agency for the purpose of carrying out general repair and service of any Common Areas and Common Facilities and related equipment including but not restricted to pipes cables, drains etc. passing through the walls, flooring and ceiling of the Apartment and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the LLP or the Designated Maintenance Agency shall endeavor to restore the walls/ floor of the Apartment in the same condition in which they were earlier after carrying the repair and or service work.

8.4 It shall be the obligation of the Applicants to get the Apartment comprehensively insured at his/her own cost and expense after taking over physical possession of the Apartment.

9. Default, Consequences of Default, and Consequences of Termination

9.1 Default

- 9.1.1 In the event of breach or default by the Applicant of any of the covenants contained herein, (hereinafter referred to as "Default") the LLP may issue a notice calling upon the Applicant to rectify the Default within a period of 30 days from the date of the notice (hereinafter referred to as "Notice Period"). The Applicant immediately upon notice of such Default, shall be under an obligation to rectify / remove the Default within the said Notice Period and inform the LLP of such rectification or removal of breach of Default by a written notice (by hand / registered post).
- 9.1.2 In the event that in the judgment of the LLP, the Default is not cured within the Notice Period, the LLP may, without prejudice to any other legal remedy which the LLP may have in Law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. Upon such cancellation, the Applicant shall be liable to pay the LLP the sums mentioned in Clause 9.1.6 hereinbelow, as if the cancellation was a cancellation by the Applicant under the terms of Clause 9.1.6. The Applicant shall not have any lien or any other right on the Apartment, nor should anything herein or elsewhere be construed to entitle the Applicant to obstruct, prevent, injunct or restrain the LLP from making a fresh Provisional Allotment in respect of the Apartment to any Third Party after cancellation of the Provisional Allotment, or to restrict, prevent or injunct any cancellation of the Provisional Allotment. Provided, however, that the LLP may, at its sole discretion, condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the LLP may decide at its sole discretion. Provided further that where a charge or fee or any other sum of money for the Condonation of any Default has been prescribed by the LLP, the LLP shall be at liberty to condone the default by levying such charge or fee or such sum of money as may be prescribed herein. The levy of any such damage, charges, fee etc. shall be without prejudice to the right of the LLP to demand specific performance of such obligations hereunder or to take appropriate legal action.
- 9.1.3 Failure of the LLP to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the Applicant.
- 9.1.4 The termination of the Provisional Allotment pursuant to clause 9.1.2 hereof shall be effected by the LLP by giving 30 (thirty) days prior written notice of such termination to the Applicant. The Provisional Allotment so terminated, it shall become null and void and have no further force or effect, except as provided in clause 9.2 (a) hereof.
- 9.1.5 The Applicant shall be entitled to cancel the Provisional Allotment only on default of the LLP to deliver up the said Apartment on payment of full consideration and other dues in accordance with the terms herein and Provisional Allotment Letter. In such an event and upon the request of the Applicant, the LLP shall refund, without any interest or compensation whatsoever, the entire amount, including earnest money, as had been received from the Applicant.
- 9.1.6 If the Applicant, for any other reason, requests the LLP to cancel the Provisional Allotment in his favour, the LLP may in its sole discretion permit such cancellation provided that the Applicant compensates the LLP for any loss caused on account of substituting another Applicant in his / her / its place by paying ("Termination Charge"). The Termination Charge shall not include earnest money. In such cases, the earnest money shall not be refunded.
- 9.1.7 Notwithstanding anything stated hereinabove, in the event the Provisional Allotment is terminated by the LLP under the terms of clause 5.5 or Clause 9.1.6 herein the entire amount of earnest money shall be forfeited by the LLP.
- 9.1.8 The balance installments paid by the Applicant in accordance with the terms hereof shall first be used to satisfy the Termination Charge, which shall include and in any event not be less than the interest amounts set forth in Clause 5.6 herein, and the rest of the payments shall be refunded to the Applicant without interest.

9.2 Consequences of Termination

If the Provisional Allotment is terminated pursuant to clauses 5.5, 9.1.2, 9.1.5 or 9.1.6 hereinabove, all obligations of the LLP and the Applicant hereunder, under the Application Form and the Provisional Allotment Letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the Applicant or the LLP, or any liability attaching to

either the Applicant or the LLP, and each of the parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in such case :

- (a) Such termination shall not constitute a waiver by either Applicant or LLP of any obligation that shall survive such termination including *inter alia* clauses 5.5, 5.6, 5.13, 9.1.2, 9.1.5, 9.1.6, 10.1, 10.6, 10.9 and this clause 9.2
- (b) Such termination shall not constitute a waiver by either the Applicant or the LLP of any claim it may have for actual damages caused by reason of, or relieve either the Applicant or the LLP for liability for, any breach of these Terms & Conditions prior to termination under Clause 5.5, 9.1.2 or 9.1.5 herein.
- (c) If the Provisional Allotment is terminated by the LLP under clauses 5.5, 9.1.2 or 9.1.6 the Applicant shall be liable to pay the sums or get the refunds only under Clause 9.1.6 herein.

10. Miscellaneous

10.1 Notice

All notices and other communication required to be sent by the LLP to the Applicant shall be deemed to have been duly served if sent by the LLP to the Applicant by registered post at the address(es) specified hereinabove and it shall be the responsibility of the Applicant to inform the LLP by the registered letter about all subsequent changes, if any, in his/her/its address, failing which all communications and letter posted at the first registered address will be deemed to have been received by him/her/it at the time when those would ordinarily reach at such address and the Applicant shall be fully liable for any default in payment and other consequences that may accrue there from. In the event that there are joint Applicants, all communications and notices shall be sent by the LLP to the first Applicant at the address given by him/her/it in the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s).

However the intimation of the notice being sent shall also be given by an SMS on the registered mobile number of the allottee and it will be deemed that the notice has been served.

All notices and other communication required to be sent by the Applicant to the LLP shall be sent at the registered office of the LLP, i.e. B. 30/68, Lanka, Varanasi – 221005. The LLP shall notify any change in the registered office address to the Applicant.

10.2 Assignment / Transfer of Allotment:

All Assignment / Transfer of the Provisional Allotment by the Applicant to any person (the "Proposed Transferee") shall require prior written consent of the LLP, which the LLP may give on such terms and conditions including *inter alia* those relating to reimbursement of administrative expenses as given below for permitting such substitution and the right of LLP to terminate the Provisional Allotment.

1. Change in name of allottees to include / replace family members : Rs. 10,000/=
2. Change in type of apartment/additional parking subject to it's availability : Rs. 20,000/=
3. Change in name/assignment to a third party : Rs. 70,000/=

The LLP shall permit such Assignment / Transfer or Nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Expenses are reimbursed for in full. No Administrative Expense shall, however be payable in the case of succession to the legal heirs of the Applicant. The Proposed Transferee shall be bound by the Standard Terms and Conditions and shall furnish on undertaking to that effect.

10.3 The Application Form, these Standard Terms & Conditions and the letter of Provisional Allotment (hereinafter collectively referred to as the "Documents of Allotment") shall constitute the entire terms & conditions with respect to the Provisional Allotment of the said Apartment to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the LLP and the Applicant relating to the terms covered herein. No amendment to these Standard Terms and Conditions shall be valid or binding unless set forth in writing and duly executed by the LLP and the Applicant. No waiver of any breach of any provision hereof shall be

effective or binding unless made in writing and signed either by the LLP or the Applicant purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

10.4 Governing Law and Jurisdiction

The Provisional Allotment shall be governed and interpreted by and construed in accordance with the laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or thereunder and subject to the provisions of Clause 10.9 hereof, the Courts at Varanasi, U.P., India shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

10.5 Severability

If any provision of these Standard Terms and Conditions is determined to be invalid or unenforceable in whole or in part under any law i.e. Real Estate Regulation Authority (RERA), such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

10.6 Rights of Third Parties

Unless a contrary intention appears from the terms thereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any person, other than the LLP and the Applicant any rights or remedies under or by reason of this Provisional Allotment or any transaction contemplated herein.

10.7 Dispute Resolution

Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the LLP and the Applicant. In the event of disputes, claim and / or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for the purpose by the Designated Partners of the LLP. The proceedings of the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time, or any rules made thereunder. The Applicant hereby gives his consent to the appointment of the sole arbitrator as specified hereinabove and waives any objections that he/she/it may have to such appointment or to the award that may be given by the arbitrator. The venue of the arbitration shall be Varanasi, India.

It is hereby clarified that during the arbitration proceedings, the LLP and the Applicant shall continue to perform their respective rights under the Provisional Allotment.

10.8 Overriding Effect

In the event of any inconsistency between the Documents of Allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Documents of Allotment shall prevail.

I / We hereby irrevocably accept and agree to abide by the aforesaid Standard Terms & Conditions.

1- 1-.....

2- 2-.....

(Name of Applicants)

(Signature of Applicants)

Date

Place

Witnesses

1.

2.

Documents to be Submitted along with the Application Form

Mandatory to affix Photographs in the designated areas in the Application form towards all mentioned below categories.
(Photographs in all cases mandatory)

Resident in India

- Copy of PAN Card
- Copy of Aadhar Card
- Income Certificate

Hindu Undivided Family

- Copy of PAN Card of HUF
- Copy of Aadhar Card of Karta in HUF
- Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF
- Income Certificate