



APPLICATION FORM

**APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF AN
APARTMENT IN PADAM PRIDE GROUP HOUSING PROJECT, AGRA, UTTAR PRADESH**

To,

Shree Riddhi Siddhi Buildwell Limited
Hall H-1, 2nd Floor, Padam Plaza, Plot No. 5
Sector 16 B, Awas Vikas, Sikandra Yojna, Agra - 282007

Date

Dear Sir / Madam,

Subject: Application for Provisional Allotment of an Apartment in Padam Pride, Agra.

I/We ("Applicant") wish to apply for the provisional allotment of an apartment being apartment no. on the Floor, in Tower..... of the Padam Pride Group Housing Project, Agra, Uttar Pradesh, having Saleable Area (defined hereinafter) of approximately square feet / square meters (herein after referred to as "Apartment"), being constructed by M/s Shree Riddhi Siddhi Buildwell Limited, as per tentative apartment layout plan, enclosed here to as Annexure I.

I/We remit herewith a sum of Rs. (Rupees only) as application amount towards provisional allotment of the Apartment at Padam Pride, Agra.

My / Our personal details and details of Apartment unit applied by me/us for provisional allotment are enclosed with the application in Annexure II. My / Our undertakings for the purpose of application for provisional allotment of the Apartment are enclosed herewith as Annexure III.

I/We have read and understood all the Standard Terms and Conditions of Provisional Allotment, enclosed with this Application as Annexure IV, which are an integral part of this Application and accept and I/We agree to abide by all the Standard Terms and Conditions of Provisional Allotment. All the annexures herein are a part of this Application form and are incorporated herein by way of reference.

Yours faithfully,

Signature of Applicant 1

.....

Name:

Date

Signature of Applicant 2

.....

Name:

Date

Signature of Applicant 3

.....

Name:

Date

Signature of Applicant 4

.....

Name:

Date

ANNEXURE I

Apartment Layout Plan

ANNEXURE II

Details of the Applicant

Please Note: Application Form must be completed in full in BLOCK LETTERS in English language. Application Form, which is not complete in every respect, as given herein the following pages, is liable to be rejected. Application Form with any cutting /overwriting, not authenticated properly by the Applicant are liable for rejection. **Please enclose a copy of the PAN card and an address proof of each applicant.**

Please affix a recent
passport size
photograph here

1. DETAILS OF THE APPLICANT

SOLE/FIRST APPLICANT

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

Authorized Representative (in case non-individual applicants).....

..... authorized vide.....

..... dated

S/W/D of

Nationality Age years

Profession

Residential Status: Resident ☐ Foreign National of Indian Origin (NRI / PIO) ☐ Non-Resident ☐

Date of Birth

Income Tax Permanent Account No (PAN)

Ward/Circle/Special range and place where assessed to Income Tax

Permanent Address

Correspondence Address

Tel. No. Residence

Tel. No. Office

Mobile No.

Fax No.

Email

Signature.....

Please affix a recent
passport size
photograph here

SECOND APPLICANT / COAPPLICANT

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

Authorized Representative (in case non-individual applicants)

....., authorized vide

....., dated

S/W/D of

Nationality Age years

Profession

Residential Status: Resident ☐ Foreign National of Indian Origin (NRI/PIO) ☐ Non-Resident ☐

Date of Birth

Income Tax Permanent Account No (PAN)

Ward/Circle/Special range and place where assessed to Income Tax

Permanent Address

PIN CODE

Correspondence Address

PIN CODE

Tel. No. Residence

Tel. No. Office

Mobile No.

Fax No.

Email

Signature

Please affix a recent
passport size
photograph here

THIRD APPLICANT / CO APPLICANT

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

Authorized Representative (in case non-individual applicants).....

..... authorized vide

..... dated

S/W/D of

Nationality Age years

Profession

Residential Status: Resident ☐ Foreign National of Indian Origin (NRI / PIO) ☐ Non-Resident ☐

Date of Birth

Income Tax Permanent Account No (PAN)

Ward/Circle/Special range and place where assessed to Income Tax

Permanent Address

PIN CODE

Correspondence Address

PIN CODE

Tel. No. Residence

Tel. No. Office

Mobile No.

Fax No.

Email

.....
Signature

Please affix a recent
passport size
photograph here

FOURTH APPLICANT / COAPPLICANT

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

Authorized Representative (in case non-individual applicants).....

..... authorized vide.....

..... dated

S/W/D of

Nationality Age years

Profession

Residential Status: Resident ☐ Foreign National of Indian Origin (NRI / PIO) ☐ Non-Resident ☐

Date of Birth

Income Tax Permanent Account No (PAN)

Ward/Circle/Special range and place where assessed to Income Tax

Permanent Address

PIN CODE

Correspondence Address

PIN CODE

Tel. No. Residence

Tel. No. Office

Mobile No.

Fax No.

Email

.....
Signature

2. DETAILS OF THE PREMISES / UNIT APPLIED FOR

Unit / Apartment No..... Floor..... Tower.....
Saleable Area:..... Square Feet (approx.), Saleable Area:..... Square Meters (approx.).
Car Parking Open:..... (in number)..... (in words)
Car Parking Covered:..... (in number)..... (in words)
Electricity Load:..... KVA Power Back-up:..... KVA
Other Details (if any):.....
.....
.....

3. PAYMENT OF APPLICATION AMOUNT

The following are the details of the payment of the Application Amount:

Demand Draft / Cheque No.....
Date of the Demand Draft / Cheque.....
Name of the Bank.....
Amount..... Amount (in words).....
.....

4. DESCRIPTION OF CONSIDERATION

Basic Sale Price (BSP) (including land cost and construction cost)	A - Land Account: Rate Rs. Saleable Area Amount Rs. B - Construction Account: Rate Rs. Saleable Area Amount Rs. (A+B) - (Land Account + Construction Account): Rs. (in numbers) Rs. (in words) @ Rs. per Square Feet of Saleable Area. @ Rs. per Square Meter of Saleable Area.
Car Parking Slot(s)	Rs. (in numbers) Rs. (in words) @ Rs. for first Parking Slot. and @ Rs. per slot for additional Parking Slot(s).
Preferential Location Charges (PLC)	Rs. (in numbers) Rs. (in words) @ Rs. per Square Feet of Saleable Area. @ Rs. per Square Meter of Saleable Area.
Internal Development Charges	Rs. (in numbers) Rs. (in words) @ Rs. per Square Feet of Saleable Area. @ Rs. per Square Meter of Saleable Area.

External Development Charges	Rs.(in numbers) Rs.(in words) @ Rs. per Square Feet of Saleable Area. @ Rs. per Square Meter of Saleable Area.
Electric Sub-Station Charges	Rs.(in numbers) Rs.(in words) @ Rs. per Square Feet of Saleable Area. @ Rs. per Square Meter of Saleable Area.
Electricity Connection & System Loading Charges	Rs.(in numbers) Rs.(in words) @ Rs. per KVA
Security Deposit (for electric connection)	Rs.(in numbers) Rs.(in words)
Meter Charges	@ Rs. per KVA Rs.(in numbers) Rs.(in words)
Power back-up Installation Charges	Rs.(in numbers) Rs.(in words) @ Rs. per KVA
Club Membership Fees	Rs.(in numbers) Rs.(in words)

Other Charges (if any)	<p>(1) Description:.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Charges: Rs. (in numbers)</p> <p>Rs.</p> <p>..... (in words)</p> <p>@ Rs. per</p> <p>(2) Description:.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Charges: Rs. (in numbers)</p> <p>Rs.</p> <p>..... (in words)</p> <p>@ Rs. per</p>
Total Agreed Consideration (excluding taxes)	<p>Rs. (in numbers)</p> <p>Rs.</p> <p>..... (in words)</p> <p>Plus: (1) Electric Sub-Station Charges, (2) Electricity Connection & System Loading Charges, (3) Security Deposit (for electric connection), (4) Meter Charges, (5) Power back-up Installation Charges, (6) Interest Free Maintenance Security, (7) Other Charges (if any), at actual rates as determined by Developer at any time prior to the execution of Indenture of Conveyance and payable by the Allottee.</p>
Application Amount (excluding taxes)	<p>Rs. (in numbers)</p> <p>Rs.</p> <p>..... (in words)</p>
Application Earnest Money (10% of Application Money)	<p>Rs. (in numbers)</p> <p>Rs.</p> <p>..... (in words)</p>

Earnest Money (10% of Basic Sale Price)

Rs. (in numbers)

Rs.

..... (in words)

5. MAINTENANCE SECURITY DEPOSIT

The interest free maintenance security is payable by the Applicant as per the agreed payment schedule shall be Rs.
(in numbers) or Rs.
..... (in words) @ Rs. per Square Feet of Saleable Area.

6. CLUB SUBSCRIPTION CHARGES

The club subscription charges shall be payable as decided by the association of the residents.

7. PAYMENT PLAN OPTION

Note: Payments shall be made only through A/c Payee Local Cheque (s) / Demand Draft (s) drawn in favour of "Shree Riddhi Siddhi Buildwell Limited" payable at Agra.

(To be inserted)

8. **BROKER DETAILS (IF ANY):**

Name

[illegible]

Address

[illegible][illegible]

										PIN CODE									
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PIN CODE

(Signature of the Broker with Stamp)

Signature of Applicant 1

Copyright © 2010 John Wiley & Sons, Ltd.

Name: _____

Date

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Signature of Applicant 2

Source: Author's calculations based on data from the 2000 Census of the United States.

Name: _____

Date:

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Signature of Applicant 3

© 2006 The Authors
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Name: _____

Date

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Signature of Applicant 4

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Name: _____

Date

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ANNEXURE III

UNDERTAKINGS

1. I/We undertake to abide by the terms and conditions of provisional allotment as laid down in the Standard Terms and Conditions enclosed with the application as Annexure IV and as prescribed from time to time by Shree Riddhi Siddhi Buildwell Limited ("**Company**"), failing which this application shall be treated as cancelled and Application Earnest Money paid by me / us shall stand forfeited in favour of the Company.
2. In the event of the Company agreeing to provisionally allot the Apartment to me / us, I/we agree to pay further installments of the Total Agreed Consideration and all other dues as stipulated in the application / Provisional Allotment Letter / the payment plan or as may be varied in accordance with the Standard Terms and Conditions failing which the Provisional Allotment shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the Company.
3. I/We have clearly understood that notwithstanding the fact that the Company 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 are aware that Company is seized and possessed of the two plots of land measuring in aggregate approx. 20,235 square meters, allotted to the Company by Uttar Pradesh Awam Vikas Parishad ("**AVP**"). Plot No. GH 2 was allotted vide Allotment Letter No. 547, dated 03.03.2011 on Freehold Basis and Plot No. GH 1 was allotted vide Allotment Letter No. 3279, dated 15.10.2013, for setting up of a Group Housing Complex on the said land as per the plans approved by the competent Governmental Authorities. I/we are aware that aforesaid lands have been allotted to the Company on hire purchase basis. A hire purchase agreement between the Company and AVP in respect of Plot GH 2 has already been registered with Sub-Registrar, Sadar, Agra, Uttar Pradesh, dated 29.06.2011, vide Volume I, Book No. 7881, Serial No. 7233, on Pages 21 to 814. The sale deed between the Company and AVP in respect of Plot GH 2 has also been executed on 21.01.2014 and has been registered Sub-Registrar, Sadar, Agra, Uttar Pradesh vide Volume I, Book No. 10362, Serial No. 693, on Pages 197 to 212. A hire purchase agreement between the Company and AVP in respect of Plot GH 1 has already been registered with Sub-Registrar, Sadar, Agra, Uttar Pradesh, on 09.12.2013, vide Volume I, Book No. 10265, Serial No. 14815, on Pages 143 to 178. I/We am/are aware that a formal Sale Deed in respect of Plot No. GH 1 will be executed in favour of the Company by AVP after payment of all the installments by the Company to AVP.
5. I/We have seen and understood the scheme of development, tentative plans/other documents relating to Padam Pride group housing project and I/we also agree to abide by all the terms and conditions of AVP or any other statutory or civic authority to which the Company and consequently the Applicant, is subject to, now or in future, or any other condition which the Company may prescribe.
6. I/We agree & undertake to pay further installments, charges and all amounts payable by me / us to the Company, without any formal demand by the Company in accordance with the schedule of payments agreed between myself/ us and the Company (including maintenance deposit /advance/ charges and other charges as may be prescribed by the Company / Maintenance Agency) or as mentioned in the provisional allotment letter, to be issued by the Company accepting my/our candidature for provisional allotment.
7. I/We undertake that I/we shall execute the instrument for transfer of rights, title and interest in the Apartment from the Company in my / our favour in the form, substance and manner and within such period as prescribed by the Company and the same shall be got registered if required by law.
8. I/We the Applicant(s) do hereby declare that my/our application for provisional allotment of the Apartment to the Company is irrevocable unless so desired by the Company and 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.
9. I/We authorize the Company to contact me/us through phone, email, ordinary mail, SMS or any other form of communication.
10. I/We hereby declare that I/We have the capacity, authority and all applicable approvals for buying and holding the Apartment in my/our name(s).

ANNEXURE III

UNDERTAKINGS

1. I/We undertake to abide by the terms and conditions of provisional allotment as laid down in the Standard Terms and Conditions enclosed with the application as Annexure IV and as prescribed from time to time by Shree Riddhi Siddhi Buildwell Limited ("**Company**"), failing which this application shall be treated as cancelled and Application Earnest Money paid by me / us shall stand forfeited in favour of the Company.
2. In the event of the Company agreeing to provisionally allot the Apartment to me / us, I/we agree to pay further installments of the Total Agreed Consideration and all other dues as stipulated in the application / Provisional Allotment Letter / the payment plan or as may be varied in accordance with the Standard Terms and Conditions failing which the Provisional Allotment shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the Company.
3. I/We have clearly understood that notwithstanding the fact that the Company 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 are aware that Company is seized and possessed of the two plots of land measuring in aggregate approx. 20,235 square meters, allotted to the Company by Uttar Pradesh Awas Evam Vikas Parishad ("**AVP**"). Plot No. GH 2 was allotted vide Allotment Letter No. 547, dated 03.03.2011 on Freehold Basis and Plot No. GH 1 was allotted vide Allotment Letter No. 3279, dated 15.10.2013, for setting up of a Group Housing Complex on the said land as per the plans approved by the competent Governmental Authorities. I/we are aware that aforesaid lands have been allotted to the Company on hire purchase basis. A hire purchase agreement between the Company and AVP in respect of Plot GH 2 has already been registered with Sub-Registrar, Sadar, Agra, Uttar Pradesh, dated 29.06.2011, vide Volume I, Book No. 7881, Serial No. 7233, on Pages 21 to 814. The sale deed between the Company and AVP in respect of Plot GH 2 has also been executed on 21.01.2014 and has been registered Sub-Registrar, Sadar, Agra, Uttar Pradesh vide Volume I, Book No. 10362, Serial No. 693, on Pages 197 to 212. A hire purchase agreement between the Company and AVP in respect of Plot GH 1 has already been registered with Sub-Registrar, Sadar, Agra, Uttar Pradesh, on 09.12.2013, vide Volume I, Book No. 10265, Serial No. 14815, on Pages 143 to 178. I/We am/are aware that a formal Sale Deed in respect of Plot No. GH 1 will be executed in favour of the Company by AVP after payment of all the installments by the Company to AVP.
5. I/We have seen and understood the scheme of development, tentative plans/other documents relating to Padam Pride group housing project and I/we also agree to abide by all the terms and conditions of AVP or any other statutory or civic authority to which the Company and consequently the Applicant, is subject to, now or in future, or any other condition which the Company may prescribe.
6. I/We agree & undertake to pay further installments, charges and all amounts payable by me / us to the Company, without any formal demand by the Company in accordance with the schedule of payments agreed between myself/ us and the Company (including maintenance deposit /advance/ charges and other charges as may be prescribed by the Company / Maintenance Agency) or as mentioned in the provisional allotment letter, to be issued by the Company accepting my/our candidature for provisional allotment.
7. I/We undertake that I/we shall execute the instrument for transfer of rights, title and interest in the Apartment from the Company in my / our favour in the form, substance and manner and within such period as prescribed by the Company and the same shall be got registered if required by law.
8. I/We the Applicant(s) do hereby declare that my/our application for provisional allotment of the Apartment to the Company is irrevocable unless so desired by the Company and 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.
9. I/We authorize the Company to contact me/us through phone, email, ordinary mail, SMS or any other form of communication.
10. I/We hereby declare that I/We have the capacity, authority and all applicable approvals for buying and holding the Apartment in my/our name(s).

Yours faithfully,

Signature of Applicant 1

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Name:

Date

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Signature of Applicant 2

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Name:

Date

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Signature of Applicant 3

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Name:

Date

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Signature of Applicant 4

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Name:

Date

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ANNEXURE IV

STANDARD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF AN APARTMENT AT PADAM PRIDE, AGRA

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention purchase the Applied Apartment and shall not construe any acceptance of the application by the Company.

1. DEFINITIONS

In these Terms and Conditions, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein.

- 1.1 **"Allottee"** means the Applicant(s) who has / have applied for Provisional Allotment of Applied Apartment and have agreed to abide by these Standard Terms & Conditions and has been provisionally allotted the Applied Apartment by the Company at Padam Pride. The term **"Allottee"** shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/her representative successors, executors and permitted assigns.
- 1.2 **"Applied Apartment"** means the Apartment applied for by the Allottee vide this Application Form.
- 1.3 **"Allotted Apartment"** means the Apartment as provisionally allotted by the Company to the Applicant pursuant to execution by the Applicant and the Company of the Apartment Buyer's Agreement.
- 1.4 **"Apartment Area"** or **"Covered Area"** shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, space for AC unit, lifts and shafts etc. and half the area of common walls with other apartments, which form integral part of Applied Apartment.
- 1.5 **"Apartment Buyer's Agreement"** means the agreement to be executed between the Company and Allottee at the time of Provisional Allotment of the Applied Apartment.
- 1.6 **"Applicant"** means a Person(s) who has applied for Provisional Allotment of the Applied Apartment in Padam Pride.
- 1.7 **"Application Form"** shall mean this application form for Provisional Allotment of the Applied Apartment, along with all Annexures and attested at appropriate places by the Applicant(s).
- 1.8 **"Common Areas"** means such shared common areas and facilities within the Project Complex earmarked for common use of all the allottee(s) in the Project and all such parts/ areas in the Project which the Allottee shall use by sharing with other occupants of the Project including boundary walls of the Project Complex, entrance lobby, central courtyard, driveways, driver's rest area/ common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mummies, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks and pump room, electric sub-station, DG set room, fan rooms, laundromat, maintenance offices/ stores, security/ fire control rooms and other architectural features, if provided.
- 1.9 **"Company"** means Shree Riddhi Siddhi Buildwell Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at 138-A, Pocket-F, Mayur Vihar, Phase-II, New Delhi-110091 and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns.
- 1.10 **"Consideration"** means the amount of Total Agreed Consideration as mentioned in the Application Form.
- 1.11 **"Indenture of Conveyance"** means the deed of conveyance which shall convey title of the Allotted Apartment in favour of the Allottee(s).
- 1.12 **"Padam Pride"** or **"Project"** shall mean group housing project situated at Plot No. GH-1 and GH-2, Sector 16 B, U.P. Awas Vikas Parishad Sikandra Yojna, Agra, Uttar Pradesh, spread over approximately 20,235 square meters of land, being developed by the Company in the name of Padam Pride.

- 1.13 **"Maintenance Agency"** means the entity which shall be responsible for carrying out the maintenance of the Common Areas and Project Complex / Building.
- 1.14 **"Maintenance Agreement"** means the maintenance agreement to be executed by the Allottee(s) with, the Developer and/or the Maintenance Agency.
- 1.15 **"Project Complex"** means the Project, comprising of residential Apartments buildings, shops, club house, swimming pool, tennis court, community shopping centres, and EWS apartments (if any) etc., and any other building amenities and facilities as may be approved by the Governmental Authority.
- 1.16 **"Provisional Allotment"** shall mean the provisional allotment of the Applied Apartment to the Applicant, pursuant to Applicant's application to the Company and its agreement to abide by the Standard Terms & Conditions.
- 1.17 **"Provisional Allotment Letter"** means the provisional allotment letter which may be issued by the Company to the Applicant granting Provisional Allotment upon the Applicant making a request for provisional allotment of the Applied Apartment and agreeing to abide by the Standard Terms & Conditions.
- 1.18 **"Standard Terms & Conditions"** shall mean these standard terms & conditions of Application and Provisional Allotment of the Applied Apartment.
- 1.19 **"Saleable Area"** shall be the sum of Apartment Area of the Allotted Apartment, its prorata share of Common Areas in the entire Building and pro-rata share of other Common Areas outside Apartment buildings earmarked for use of all Apartment allottees in the Project. It is specifically made clear that the computation of Saleable Area of the Allotted Apartment does not include the following:
- i) Sites for shop(s) or other commercial store.
 - ii) Sites and buildings of community facilities / amenities like nursery / primary / higher secondary school, clubhouse for the Project, community centres, dispensary, creche, religious buildings, health centres, police posts, electric sub-station, dwelling units for economically weak sections, if any etc.
 - iii) Roof / top terrace above apartments, excluding exclusive terraces allotted to apartments/ Penthouses.
 - iv) Covered / open car parking area within / around Buildings for allottees of the Project and visitors.

2. SCOPE OF THESE STANDARD TERMS & CONDITIONS

- 2.1 These are the preliminary Standard Terms and Conditions governing the Application by the Applicant for allotment of the Applied Apartment and Provisional Allotment of the Applied Apartment by the Company to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any right, title and interest in the Applied Apartment to the Applicant / Allottee or any other Person.
- 2.2 The Provisional Allotment of the Applied Apartment on the basis of the Application is solely and entirely at the discretion of the Company and the Company has a right to reject any application without assigning any reason thereof.
- 2.3 The detailed terms of the Provisional Allotment of the Applied Apartment by the Company to the Applicant shall be contained in the Apartment Buyer's Agreement to be executed between the Allottee and the Company at the time of Provisional Allotment. The Apartment Buyer's Agreement shall govern the terms and conditions between the Parties regarding the Provisional Allotment of the Applied Apartment to the Applicant by the Company.
- 2.4 The detailed terms of the transfer of the Allotted Apartment shall be based on the definitive legal document for the transfer of property being the Indenture of Conveyance and shall include the entire understanding between the Parties relating to the conveyance of the Allotted Apartment to the Applicant / Allottee. The Applicant / Allottee shall have no right, title or interest whatsoever on the Allotted Apartment either

during its construction or after its completion till the execution of Indenture of conveyance by the Company in favour of the Applicant/Allottee.

- 2.5 The Indenture of Conveyance shall be executed only after the entire Consideration amount has been received from the Applicant / Allottee along with other applicable duties, charges and other payments etc., as due in accordance with Provisional Allotment Letter and the Apartment Buyer's Agreement and the construction of the Allotted Apartment is complete in all respects and subject to the Applicant / Allottee complying with all the provisions hereof and the Apartment Buyer's Agreement.

3. OBLIGATIONS OF THE APPLICANT / ALLOTTEE

- 3.1 Prior to taking possession of the Allotted Apartment, the Applicant / Allottee shall enter into a separate Maintenance Agreement with the Company and/or the Maintenance Agency, in the form & substance and within such period as prescribed by the Company, for the maintenance of Common Areas.
- 3.2 The timely payment of Consideration and other dues, as more particularly described in the Application Form, these Standard Terms and Conditions and Provisional Allotment Letter, is an essential prerequisite to the execution of the Indenture of Conveyance. The Allottee hereby agrees and understands that notwithstanding anything stated hereinabove, failure of the Allottee to comply with the terms of payment of the Consideration and other dues shall entitle the Company to terminate the Provisional Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money.
- 3.3 The Allottee shall pay, as and when required under applicable Law or demanded by the Company, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Indenture of Conveyance.
- 3.4 If on account of any Law, the Company is prevented from completing the construction of the Allotted Apartment, or if the Company is prevented from delivering possession thereof to the Allottee, on account of any action by any third party, or Governmental Authority, then it is in the sole and entire discretion of the Company to challenge the validity, applicability and/or the efficacy of such Law and challenge the action by the third party. In case the Company decides to challenge the applicability and/or the efficacy of such Law and / or challenge the action by the third party, the Earnest Money and other advance payments made to the Company cannot be withdrawn or claimed from the Company till the final determination of the said challenge. In the event of the Company being successful in the said case, the Allottee shall be entitled to execution of an Indenture of Conveyance as provided herein and delivery and possession of the Allotted Apartment in accordance with the terms herein. In the event the Company is unsuccessful in the said challenge, 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 Allotted Apartment, the Company shall upon the judgment becoming final, absolute and binding upon the Company, pay to the Applicant / Allottee, the amount of Earnest Money and other payment as had been received from the Applicant / Allottee, without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Company which shall be final and binding. The Company shall not be required to refund amounts received by the Company as taxes which it has already paid / deposited or are payable by it to the concerned authorities.
- 3.5 In case any new taxes / duties / charges are levied by the Government or any other Governmental Authority, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee.

4. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT

- 4.1 The Applicant has applied for Provisional Allotment of the Applied Apartment after satisfying itself that it has understood and appreciated the content and the implications of the laws applicable to Project and the Allotted Apartment.
- 4.2 The Applicant has inspected the site, the plans, ownership records and other documents relating to the title and all other details of the Allotted Apartment that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself/herself about the right, title and capacity of the Company to deal with the Allotted Apartment and Project and has understood all the limitations and obligations thereof.

5. DISPUTE RESOLUTION

- 5.1 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 Company and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved, such dispute shall be finally resolved by a sole arbitrator appointed mutually by the parties. 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. The venue of the arbitration shall be Agra, Uttar Pradesh, India. All arbitrations proceedings shall be conducted in English.

- 5.2 The Application shall be governed and interpreted by and construed in accordance with the Laws of India and subject to the provisions of Clause 5.1 hereof, the Courts at Agra, Uttar Pradesh, India shall have jurisdiction over all matters arising out of or relating to this Application.

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

Signature of Applicant 1

.....

Name:

Date

Signature of Applicant 2

.....

Name:

Date

Signature of Applicant 3

.....

Name:

Date

Signature of Applicant 4

.....

Name:

Date



Building Concrete Relationships

SHREE RIDDHI SIDDHI BUILDWELL LTD.

(Formerly Shree Riddhi Siddhi Buildwell Pvt. Ltd.)

CIN:U70200DL2010PLC199697

Regd. Off.: 138A, Pocket F, Mayur Vihar
Phase-II, Delhi-110091 Tel.: 011 - 22725301

Agra Off.: Hall H-1, Second Floor, Padam Plaza
Plot No.5, Sector 16 -B, Awas - Vikas Sikandra Yojna
Agra-282007 Tel.: 0562 - 2650800

Site Off.: Plot GH-1 & GH-2, Sector-16B, Awas Vikas
Sikandra Yojna Agra - 282007

E-mail: operations@shreeriddhisiddhi.com

Web: www.shreeriddhisiddhi.com

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