



APPLICATION FORM



OFFICE ADDRESS: S.NO.11/12, JHANSI HOMES, SHIVPURI ROAD, JHANSI (UP).284003
PROJECT ADD: GWALIOR SHIVPURI HIGHWAY, NEAR LAHARGIRD POLICE CHOWKI,
JHANSI 284003

To,
M/S SIVANTA INFRATECH
NO.11/12, JHANSI HOMES, SHIVPURI
ROAD,JHANSI (UP) 284003

Date.....

I/We remit here with a sum of Rs. _____ (Rupees _____)

Vide NEFT/RTGS/DD No./Cheque No. _____ dated _____ bank name _____ payable at _____ as booking amount for allotment of a Flat No. _____ "JHANSI EMPIRE", situated at Gwalior-Shivpuri Highway, Near Lahar gird Police Chowki, Jhansi NH-44, Jhansi.

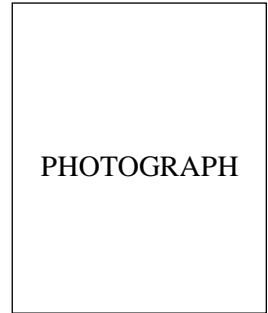
I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute the agreement for sale. The terms and conditions have been read and understood by me/us. I/We shall accept the specifications of the flat and shall pay basic sale price, preferential location charges, additional charges whichever applicable, GST, TDS and the applicable Stamp Duty or any other charges etc. as and when demanded by the Company/Developer.

I/We have clearly understood that this application does not constitute an agreement for sale and I/We do not become entitled to the provisional and/or final allotment of the flat notwithstanding the fact that the Company/Developer may have issued a receipt for the acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Agreement for sale, the allotment shall become final and binding upon the Company/Developer. However, if, I/We shall withdraw/cancel this application or fail to sign/execute and return the Allotment Letter/ Agreement for sale within forty-five (45) days, then the Company/Developer may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/We further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company/Developer failing which the allotment/agreement for sale will be cancelled and the earnest money along with interest, if any shall be forfeited by the Company/Developer. My/our particulars are given below:

1. First Application

Mr./Mrs./Ms.....
Son / Wife / Daughter of.....
Residential Address.
.....
Office Address.....
.....
Correspondence address
.....
.....

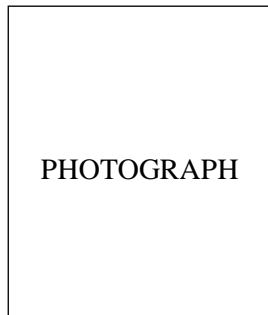


Residential Status: Resident Non- Resident

Tel.....Mobile.....E-Mail.....
PAN.....Adhaar.....
Occupation-Pvt.Service/Businessman/Govt.Service/anyother.....
Designation Nationality

2. Second Applicant

Mr./Mrs./Ms.....
Son / Wife / Daughter of.....
Residential Address.
.....
Office Address.....
.....
Correspondence address
.....
.....



Residential Status: Resident Non- Resident

Tel.....Mobile.....E-Mail.....
PAN.....Adhaar.....
Occupation-Pvt.Service/Businessman/Govt.Service/anyother.....
Designation Nationality

DETAILS OF PROPERTY

TYPE OF PROPERTY	
FLAT NO.	
FLOOR NO.	
CARPET AREA (IN SQ FT)	
BUILT UP AREA (IN SQ FT)	
SUPER BUILT UP AREA (IN SQ FT)	
PAYMENT PLAN (CLP/DP/FLEXI)	
BASIC COST Rs.	
PAYMENT PLAN DISCOUNT (DP — 8% / FLEXI — 3%)	
NET BASIC COST Rs.	
PREFERENCIAL LOCATION CHARGES (FLOOR/VIEW) @ Rs.....	
ONE CAR PARKING SPACE CHARGES	
ELECTRICAL CHARGES 12000@PKW	
INTEREST FREE MAINTENANCE DEPOSIT FOR 10 YEARS	
TOTAL AMOUNT Rs.	

Note: Stamp duty, registration fee, labourcess and any other allied charges for execution and registration of sale deed will be additionally payable by me/us as and when required before possession.

CONSTRUCTION LINKED PAYMENT PLAN		
SR. NO.	STAGE	PAYMENT PERCENTAGE
1.	BOOKING AMOUNT	10%
2.	WITHIN 30 DAYS FROM THE DATE OF BOOKING	10%
3.	ON CASTING OF 1ST FLOOR ROOF SLAB	20%
4.	ON CASTING OF 4TH FLOOR ROOF SLAB	20%
5.	ON CASTING OF 11TH FLOOR ROOF SLAB	20%
6.	INTERNAL PASTER OF FLAT	5%
7.	TILES WORK OF BOOKED FLAT	5%
8.	EXTERNAL PLASTER OF BUILDING	5%
9.	OFFER OF POSSESSION/HANDOVER	5%

Note:

The Construction linked stages can be called for payment in any sequence, depending on the sequence undertaken by the Developer, irrespective of the sequence mentioned hereinabove.

I/we undertake that I/We have read and understood all the terms and conditions mentioned above.

FOR OFFICE USE ONLY

Unit No. _____

Basic Sale Price Rs. _____

Payment Plan (CLP/DP/Flexi) _____

Net Basic Sale Price (Rs.) _____

Preferential Location Charges (Floor/View) @ Rs. _____ Rs. _____

Car Parking : Open _____ Covered _____ Basement _____

Additional Charges Rs. _____

Total Cost of unit Rs. _____

In words _____

_____ only)

Remark (if any) _____

Payment received vide NEFT/RTGS/DD No./Cheque No. _____

for Rs. _____ Receipt No. _____ Receipt date _____

Booking : Direct Associate

Check List for receiving Application:

- Customer's signature on all pages of the Application form.
- Copy of PAN Card (self-attested)
- 2 Passport size Photographs
- Address Proof (Ration Card/Electricity Bill/Telephone Bill/Water Bill/Bank Passbook/Passport/Voter ID card/Aadhar Card/Driving License) (self-attested)
- Form 60 and signature verification from bank with photograph (In case PAN No. is not available)
- For Companies: Memorandum & Articles of Association and certified copy of Board Resolution.
- For Foreign Nationals of Indian origin: Passport copy.
- For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident account of Applicant(s).



BASIC TERMS & CONDITIONS

1) I/we have applied for allotment of a unit in the Residential Project named as **“Jhansi Empire”** situated GWALIOR-SHIVPURI HIGHWAY, NEAR LAHARGIRD POLICE CHOWKI, JHANSI ("said Project") to be developed and constructed under lawful arrangement by M/s Sivanta Infratech (here in after referred to as the "Company/Developer").

2) Before applying for allotment of flat, I/We have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company/Developer in the said Project which is to be developed/constructed by the Company/Developer as per the prevailing bye laws/guidelines of Jhansi Development Authority (JDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. I/We further agree to abide by all the terms and conditions of permissions, sanctions, directions etc. issued by Competent Authority in this regard to the Company/Developer.

3) The allotment of the flat is entirely on the discretion of the Company/Developer. The allotment of the said flat shall be provisional and shall be confirmed after the issuance of Letter of Allotment and signing of Agreement for Sale (AFS) as per RERA's format which has been read over to me in my vernacular and understood by me/us.

4) I/We acknowledge that the Company/Developer will provide all information & clarifications as required by me/us and I/we have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company/Developer, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the project and the said flat (including the size and dimensions and any other physical characteristics thereof) services to be provided by the Company/Developer estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/We have relied solely on my/our own judgment and investigation(s) for applying for allotment of the said flat.

5) I/We hereby agree and understand that the area of flat provided herein & subsequently in Allotment Letter are approved by Sanctioning Authority and I/We hereby give my/our consent for change (decrease/increase) in the area of the said unit, change in its dimension, size, height, location, number, boundaries etc. shall be confirmed by the Company/Developer on completion of development of the Project. In case the increase in the area of the said flat, I/we shall pay for the initial 3% of increase in super built up area at the rate of booking of the said flat. However, in exceptional case if the area is increased by more than 3% duly verified by certified architect/engineer then I/We agree to pay the excess amount for the additional area to the Company/Developer at the prevailing rate as and when demanded by the Company/Developer. In case of decrease of the allotted area of the said flat, the amount received in excess over and above the total cost of the said flat based on the changed area shall be refunded/adjusted (as the case may be) by the Company/Developer to me/us without my/our any protest and without any interest thereon.

6) I/We have examined layout plans, designs and specifications of the flat and have agreed that the Company/Developer may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the project or as may be done by any Competent Authority. The necessary changes/alterations may involve change in position/location including change in dimensions, area or number etc. of the flat. The Company/Developer may acquire additional land adjacent to the existing project in future. The Company/Developer shall

be taking all the relevant clearances from the Concerned Authorities. I/We give my/our irrevocable consent to the Company/Developer to revise the layout at any stage of the project.

7) The transfer of the flat including rights as buyer herein by me/us, before execution of sale deed of the flat in favor of the other buyer/family members, will be at the sole discretion of the Company/Developer and will need its prior written approval. Administrative Charges as prescribed by the Company/Developer from time to time will be paid by me/us at the time of transfer along with allover dues/outstanding on the flat. Any change in the name (including addition/deletion) recorded as buyer with the Company/Developer will be deemed as transfer for the purpose. The administrative charges for the transfer of the flat amongst family members (husband/ wife and own children) will be 25% of the normal administrative charges. Claims if any, between transferor and transferee as a result of subsequent reduction/increase in the area or its location will be settled between themselves i.e., transferor and transferee and the Company/Developer will not be a party to it.

a) If the transfer takes place after the execution of sale deed, then I/We will take no objection certificate/no dues certificate from the Company/Developer and R.W.A or its nominated agency in respect of said flat.

b) In case of death, no administration charge shall be applicable and the flat shall be transferred to the successor(s)/legal heir(s) after submission of necessary legal documents of succession to the Company/Developer.

8) I/We have specifically agreed that if due to any change in the layout duly approved by the Competent Authority, the said flat ceases to be preferentially located; the Company/Developer shall refund/adjust the amount of preferential location charges paid by me/us in the last installments or as shown in the payment plan. If due to any change in the layout/building plan, the said flat becomes preferentially located then I/We shall be liable and agree to pay the preferential location charges as and when demanded by the Company/Developer.

(a) I/we agree that the common walls of the adjoining flat shall be jointly owned and used equally for support whether vertical or lateral etc. by the respective flat as the common walls are partly on each adjoining flat. The area of the flat includes half of the area covered by the common walls or partly on each adjoining flat.

9) I/We hereby agree that as per UP RERA, the amount paid with the application and in installments as the case may be to the extent of 10% of sale consideration of the flat shall collectively constitute the earnest money/booking amount. I/We understand and agree that timely payment of installments of basic cost and allied /additional cost, Govt. levy GST, Tax, etc. pertaining to the said flat is the essence of the terms of the booking/allotment. If I/We fail/default in making payment of due amount within stipulated period then the Company/Developer shall have rights mentioned herein below: -

i) In case I/We fails to make payments for 2 (two) consecutive demands made by the Company/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard I/We shall be liable to pay interest to the Company/Developer on the unpaid amount @ 18% per annum.

ii) In case I/We default in making payment continues for a period beyond 3 (three) consecutive months after notice from the Company/Developer in this regard, the Company/Developer may cancel the allotment of the flat in favour of me/us and refund the money by deducting the booking amount of 10% and the interest liabilities, taxes or any other charges and my/our Agreement shall thereupon stand terminated.

iii) Provided that the Company/Developer shall intimate me/us about such termination at least (30 days) thirty days prior to such termination.

10) I/we further agree that in case of down payment plan, if I/We fail to pay the installments in the promised timeframe, then the down payment Plan shall be automatically considered as construction linked Payment Plan. In concurrence of the same the Company/Developer shall take the step. The Company/Developer has the right to withdraw discounts provided in the down payment of the said flat. The Payment Plans is annexed herewith as Annexure-A.

11) I/We have specifically agreed that if I/We make any request with Company/Developer to cancel/withdraw the booking, without any fault of the Company/Developer, the Company/Developer is entitled to forfeit the booking amount of 10%. The Developer/Company shall return 50% (fi y percent) of the balance amount of money paid by the me/us within 45 (forty-five) days of such cancellation /withdrawal and the remaining 50% (fi y percent) of the balance amount will be paid a er re-allotment of the said flat or a er one year from the date of cancellation/withdrawal by the applicant, whichever is earlier.

12) All the payments shall be made to the Company/Developer through NEFT/RTGS/DD/ cheques drawn upon scheduled banks in favor of "Sivanta Infratech" payable at Jhansi.

13) Transfer of the flat shall be permissible at the sole discretion of the Company/Developer on payment of such administrative cost as may be fixed by the Company/Developer from time to time. The transferor and the transferee unconditionally agree to comply with all formalities in this regard and the transferee agrees to abide by all the terms of allotment, I/We hereby clearly agree and understand that the development period of the said flat shall be as per UP RERA terms as specified in the AFS reckoned with effect from the date of transfer right in the said flat in favour of my/our transferee(s).

14) I/we agree that all the statutory charges, GST, tax, cess, TDS and other levies demanded or imposed by the concerned authorities shall be payable by me/us from the date of booking as per demand raised by the Company/Developer. Notwithstanding anything contains contrary hereinabove, I/We hereby understand that GST shall be payable in accordance with the opted payment plan for payment of sale consideration of the said flat. If I/We fail to pay the installments along with applicable GST on the sale consideration of the said flat in timely manner, in such eventuality, the unpaid GST shall be construed as unpaid sale consideration of the said flat and I/We shall be liable to pay the due installments, GST along with interest calculated @18% per annum.

I/We agree that I shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges, or and any other miscellaneous expenses for registration thereof in relation to the flat underneath as may be intimated to me/us by the Company/Developer.

15) That a er completion of flat excluding the final finishing, the Company/Developer shall issue a written offer of possession/Final Demand Notice to me/us. The final finishing means only painting (internal & external) polishing, fixing of flooring, cleaning etc. requiring about 45 days for its completion. It is agreed and understood by me/us that the final finishing of the said flat will be subject to full settlement of accounts and completion of all other procedural and documentary requirement envisaged therein.

16) That the possession of the said flat will be given to me/us only a er execution of Sale Deed/transfer deed, subject to force majeure clause condition and payment of all the amount due and payable by me/us up to the date of such possession including Interest Free Maintenance

Security (IFMS), monthly recurring maintenance charges (MRMC), and any other charges to the Company/Developer.

17) That I/We have to make up to date payment of all the dues within 30 days of written offer of possession or Final Demand Notice (FDN) to Company/Developer. Further I/We have to take possession of the said flat within 45 days of the written offer of possession or Final Demand Notice (FDN) (herein 'said period') from the Company/Developer, failing which, the said flat will lie at my/our risk and cost. In other words, possession of said flat shall become due on the date of expiry of the said period (herein "possession due date). I/We understand and agree that the IFMS & MRMC (defined hereinabove) holding charges, other charges etc. as applicable shall become due/payable effective from the possession Due Date or the actual date of possession whichever is earlier whether or not I/We take possession of my/our flat.

18) That I/We understand and agree that in the event of my/our failure to take possession of the said flat a er expiry of 6 months from the possession Due Date then besides the levy of applicable holding charges, IFMS, MRMC, or any other charges the said flat shall be handed over to me/us on "as is where is" basis. I/We further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

19) That on completion of the construction work of the said flat and /or offer of possession or possession Due Date (defined hereinabove) of the said flat, whichever is earlier then;

1. The Company/Developer shall intimate the amount to be deposited as IFMS (Interest Free Maintenance Security) for the maintenance and upkeep of infrastructure installation means cost of AMC and repairing of break downs.

2. Major repair or replacement (if needed) shall be done with the interest earned on IFMS, if interest earned on IFMS falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the Company/Developer or Association as the case may be.

20) That I/we agree that apart from IFMS, a monthly recurring maintenance charges (MRMC) proportionate to the area of flat shall be charged for the running and maintenance of the common services and spaces of the complex such as running of li i.e., power consumption and cost of li man, supply of drinking water i.e., electric bills of water pumps and cost of pump operators, lights in common areas (stairs, corridors, parking and parks) i.e., electric bills and replacement/repairing of minor defects, cost of electrician, plumber, sweeper, hardener, security personnel, maintenance of sewage system or any other facility of common nature.

21) That the monthly recurring maintenance charges (MRMC) shall be payable from possession Due Date or offer of possession whichever is earlier, irrespective of facts whether possession of the flat has been taken over or not.

22) That in case actual pro-rata amount spent on MRMC exceeds to the collected amount, excess amount shall be billed on monthly basis either by Company/Developer/agency/association as the case may be.

23) That I/we am/are liable to pay MRMC as applicable/demanded by the Company/Developer /Maintenance agency, irrespective of the fact whether I/We am/are in the occupation of the said flat or not within a period of 7 (seven) days of demand. In case of delay in MRMC an interest of 18% p.a. shall be charged for the period of delay. The Company/Developer/Maintenance Agency reserves the right to collect MRMC in advance as per its policy.

24) PENALTY ON CHEQUE BOUNCE-

S/we hereby agree to pay penalty on bouncing of cheque issued by me/us for payment installments due against flat or maintenance charges, as per provisions of Negotiable Instruments Act 1881 (and any revision there after). Bouncing of cheques against any payment/dues, to be paid to the Company/Developer at first instance. The Company/Developer will inform me/us for such incidence reserving its right to issue a show cause notice and allow presentation of cheque to banker immediately for release of payment with penalty of Rs. 500/- for bouncing of cheque for first instance with an interest @ 18% on additional delay from the date of installments due shall be charged till the date it is paid to the Company/Developer.

25) If I/We have NRI/PIO/OCI status or if I/We am/are foreign national, then \Me shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter -alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority, the amount paid towards booking and further consideration will be returned by the Company/Developer as per applicable rules without any interest and the allotment shall stand cancelled forthwith, I/we agree that the Company/Developer will not be liable in any manner on such account.

26) The Company/Developer shall have the first lien and charge on the said flat for all its dues and other sums payable by me/us to the Company/Developer. However, availability of loan/approval of the project by the financial institution is not the pre-requisite/condition precedent of the allotment of the flat and I/We hereby agree to pay the sale consideration of the aforesaid flat according to opted payment plan, irrespective of availability of finance from any financial institution. Further if any particular institution/bank refuse to extend financial assistance on any ground, I/We shall not make such refusal as an excuse for non- payment of further installments/ dues.

27) The Company/Developer shall endeavor to give possession of the flat to me/us as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company/Developer with a reasonable extension of time for possession subject to making of timely payment of installments to the Company/Developer by me/us. However, in case the Company/Developer is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, the Company/Developer shall refund the amount paid by me/us, without interest a er complying all necessary formalities.

28) That before taking possession of the flat, I/We must clear all the dues towards the flat and have to execute Sale/Conveyance Deed for the said flat in my/our favour by the Company/Developer a er paying applicable stamp duty, registration fee and other legal charges/expenses by me/us.

29) That I/We shall use the said flat for residential purpose only. The said flat should not be used for any commercial activities/hazardous activities/material/things. This is a condition precedent and non-compliance thereof may invite penalty and I/We shall have to compensate the Company/Developer/Association/RWA or any other maintenance agency for any losses/damages resulting therefrom.

30) That I/We shall have no objection in case the Company/Developer creates a charge on the project land during the course of development of the project for raising loan from any bank/financial institution. However, such charge, if created, shall be vacated before handing over possession of the flat to me/us.

31) That detailed terms and conditions shall form part of Agreement for Sale (AFS) which I/We shall execute as and when required by the Company/Developer.

32) That I/We shall provide my/our complete address and email to the Company/Developer at the time of booking and it shall be my/our responsibility to inform the Company/Developer at Head Office and Site Office through letter by Registered A.D. for any subsequent changes in my/our address and email, failing which, all demand notices and letters posted at the first registered address shall be deemed to be served/received by me/us at the time when those should ordinarily reach at such address and I/We shall be responsible for any default in making payment and other consequences that might occur therefrom. Further, I/We hereby agree that the Company/Developer shall not be liable/responsible to reply to any query received from any address/email not being previously registered with the Company/Developer.

33) That to settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Agreement for Sale (AFS), the terms whereof have been read and understood/accepted by me/us.

34) That it is agreed by me/us that in case there are joint applicants, all communications shall be sent by the Company/Developer to the first applicant whose name appears first, at the address given by me/us for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

35) That it is specifically agreed by me/us that upon signing of application form, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/AFS shall supersede over the terms and conditions as set forth in the Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Agreement for Sale (AFS) in this regard.

If any misrepresentation/concealment/suppression of material facts are found to be made by me/us, the allotment/AFS will be cancelled and the earnest money/booking amount as mentioned hereinabove shall be forfeited by the Company/Developer and I/We shall be liable for consequences occurred due to such misrepresentation/concealment/suppression of material facts in all respect.

36) That I/We agree that development/construction of the flat shall be completed as early as possible as per the time mentioned in the Agreement for Sale (AFS) but not later than five years from the date of commencement of construction subject to force majeure and any circumstances beyond the control of the Company/Developer. It is irrevocably agreed and authorized by me/us that in case Company/Developer request for extension of completion date of the project to the competent authority, I/We give my/our irrevocable consent for application of such extension to be filed by the Company/Developer in this respect and in that case schedule date for completion of the project shall be considered the completion date as extended by the competent authority.

37) That I/We hereby undertake that I/We shall never claim anything on the basis of any verbal commitment made by any employee/representative/Director of the Company/Developer. Further

any dispute arises between me/us and Company/Developer shall be solely deal as per the terms of the application form/allotment/AFS.

38) That I/We agree and understand that any dispute arising out of the allotment /booking shall be subject to territorial jurisdiction of Gautam Nagar/Noida Courts only.

Declaration:

I/We declare that the above terms and conditions have been read/explained upon me/us in my/our vernacular and a er understanding the same are acceptable to me/us. I/We sought detailed explanations and clarifications from the Company/Developer and the Company/Developer has readily provided such explanations, documents and clarifications and a er giving careful consideration to all facts, terms and conditions, I/we have signed the Application Form and paid the booking amount for allotment, I/We further undertake and assure the Company/Developer in the event of rejection of my/our application for allotment for whatsoever reason, including but limited to non- compliance of the terms by me/us as set out in the terms and conditions provided in this application, I/We shall be le with no right, title, interest or lien under this application or against any flat in relation to the said flat.

Name of the 1st Applicant

Name of the 2nd Applicant.....

Place: _____

Date: _____

