



Application Form

S i g n a t u r e T o w e r

APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF AN APARTMENT

AT SIGNATURE TOWER, JHANSI (U.P.)

S.No. _____

To

M/s Bhagwati Signature
Ballampur Road, Rajgarh
Jhansi (U.P.)

Dear Sirs,

I/We ("the Applicant") wish to apply for the Provisional Allotment of an apartment ("the Said Premises") situated at Signature Tower, Jhansi, Uttar Pradesh ("Signature Tower") as per tentative location plan (attached hereto as Annexure I) and specifications (attached hereto as Annexure II).

I/We remit herewith a sum of Rs. _____ (Rupees _____ only) as application amount / Earnest Money towards Provisional Allotment of the Said Premises at Signature Tower, Jhansi.

I/We enclose herein my/our General Particulars and Undertaking as required by the firm.

I/We accept and agree to abide by the Standard Terms and Conditions of Provisional Allotment as attached herewith.

Date _____

Place _____

Yours faithfully,



GENERAL PARTICULARS

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 below is liable to be rejected. Application Form with any cutting/ overwriting, not authenticated properly by the Applicant are liable for rejection.

1. SOLE/FIRST APPLICANT

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

S/W/D of _____ Nationality _____ Age _____

_____ years, Profession _____ Designation _____

_____ Residential Status: Resident / Non-Resident / Foreign National of Indian Origin.

Date of Birth _____ Income Tax Permanent Account

No _____ Ward/Circle/Special range and place where assessed to Income Tax _____

Residence Address. _____

_____ Tel. No. _____ Fax No. _____

Office Name & Address _____

Tel. No. _____ Fax No. _____ Mobile _____

Email _____

Preferred correspondence address: Residence / Office.

Signature

Note : A copy of PAN card of all the Applicants to be attached.

2. CO APPLICANT

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

_____ S/W/D of _____

Nationality _____ Age _____ years, Profession _____

Designation _____ Residential Status: Resident / Non-Resident / Foreign

National of Indian Origin.

Relationship with applicant. _____

Date of Birth _____ Income Tax Permanent Account

No _____ Ward/Circle/Special range and place where assessed to Income Tax _____

Residence Address. _____ Tel. No.

_____ Fax No. _____ Office Name & Address _____

Tel. No. _____ Fax No. _____ Mobile _____

Email _____

Preferred correspondence address: Residence / Office.

Note : A copy of PAN card of all the Applicants to be attached.

3. DETAILS OF THE PREMISES APPLIED FOR:

Unit Applied For _____

Super Area: _____ Sq. Ft. (approx.); _____

4. PAYMENT OF APPLICATION AMOUNT

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

Demand Draft / Cheque No. _____ Dated _____

Bank _____ Amount _____

5. CONSIDERATION

(a) Basic Sale Price (BSP): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(b) Car Parking Slot(s): Rs. _____ @ Rs. _____ for first Parking Slot
and @ Rs. _____ per slot for additional Parking Slot(s)

(c) Preferential Location Charges (PLC): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(d) Internal Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(e) External Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(f) Interest Free Maintenance Security: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(g) Optional charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

*Total Consideration: Rs. _____ (Rupees _____ only)

6. EARNEST MONEY: Rs. _____ (Rupees _____ only)

7. PAYMENT PLAN OPTION

Please indicate your payment options (tick)

- A. Down Payment Plan
- B. Installment Linked Payment Plan

8. MAINTENANCE DEPOSIT

(The interest free Maintenance Deposit is payable by the Applicant before the occupation of the Said Premises)

- (a) Super Area of the unit applied for _____ Sq. Ft.
- (b) Rate - Rs. _____ /- per Sq. Ft. of Super Area
- (c) Total amount payable towards Maintenance Deposit = (Super Area x 12 x Rate) = Rs. _____

9. MAINTENANCE ADVANCE

(The Maintenance Advance along with Service Tax thereon is payable by the Applicant before the occupation of the Said Premises)

- (a) Super Area of the unit applied for _____ Sq. Ft.
- (b) Rate - Rs. _____ /- per Sq. Ft. of Super Area per month
- (c) Total amount payable towards Maintenance Advance = (Super Area x 12 x Rate) = Rs. _____

10. CLUB MEMBERSHIP FEE

(The Social Club Membership Fee along with subscription charges for the first one year and Service Tax as applicable thereon is payable by the Applicant before occupation of the Said Premises).

- (a) Membership Fee : Rs. _____/-
- (b) 1st year Subscription Charges : Rs. _____/-
- TOTAL : Rs. _____/-
- Service Tax @ 12.36% : Rs. _____/-
- Total Payable Amount : Rs. _____/-

Note : Payments to be made only through A/c Payee Local Cheque (s) / Demand Draft (s) drawn in favour of "BHAGWATI SIGNATURE" payable at JHANSI.

Date _____

Yours faithfully,

Place _____

UNDERTAKING

1. I/We undertake to abide by the terms and conditions of Provisional Allotment as laid down in the Standard Terms and Conditions enclosed herewith and as prescribed from time to time by BHAGWATI SIGNATURE (Firm), failing which this application shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the firm, BHAGWATI SIGNATURE.

2. In the event of the Firm agreeing to provisionally allot the Said Premises to me/ us, I/We agree to pay further installments of the 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 BHAGWATI SIGNATURE.

3. I/We have clearly understood that notwithstanding the fact that the Firm/ BHAGWATI SIGNATURE 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 Said Premises.

4. I/We are aware that BHAGWATI SIGNATURE has been in peaceful possession of the land for development of the said project, Signature Tower.

5. I/We have seen and understood the scheme of development, tentative plans/other documents at BHAGWATI SIGNATURE and I/We also agree to abide by all the terms and conditions of Jhansi Development Authority or any other statutory or civic authority to which the BHAGWATI SIGNATURE and consequently the Applicant, is subject to or any other condition which the Firm may prescribe.

6. I/We agree & undertake to pay further installments without any formal demand by the Firm in accordance with the schedule of payments attached herewith or with the Provisional Allotment Letter (including maintenance deposit /advance/ charges and other charge as may be prescribed by the Firm/Maintenance Agency), to be issued by the Firm 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 Said Premises from the BHAGWATI SIGNATURE in my / our favour in the form, substance and manner and within such period as prescribed by the Firm 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 Said Premises to the Firm is irrevocable unless so desired by the Firm 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.

Date _____

Yours faithfully,

Place _____

FOR OFFICE USE ONLY

1. ACCEPTED / REJECTED Approval Ref. No. _____

2. UNIT APPLIED FOR _____ Number _____ Super Area : _____ Sq. Ft. (approx.);

3. CONSIDERATION

(a) Basic Sale Price (BSP): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(b) Car Parking Slot(s) : Rs. _____ @ Rs. _____ for first Parking Slot and
@ Rs. _____ per slot for additional Parking Slot(s)

(c) Preferential Location Charges (PLC): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(d) Internal Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(e) External Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(f) Interest Free Maintenance Security: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(h) Club/ Optional Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

* Total Consideration: Rs. _____ (Rupees _____ only)

4. PAYMENT PLAN OPTION: Down Payment Plan / Installment Linked Payment Plan

5. Payment vide Cheque / DD No. _____ dated _____ for Rs. _____

6. Acknowledgment / Receipt No. _____ dated _____

7. Remarks _____

Authorised Signatroy Name _____ Signature _____

STANDARD TERMS AND CONDITIONS OF PROVISIONAL ALLOTMENT OF AN APARTMENT AT SIGNATURE TOWER, JHANSI

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to acquire the Said Premises/ Unit and shall not construe any acceptance of the application by the Firm.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Allottee" means the Applicant(s) who has/ have applied for Provisional Allotment of a unit and have agreed to abide by these Standard Terms & Conditions and has been provisionally allotted the Said Premises by the Firm at Signature Tower. The term "Allottee" shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;

"Applicant" means a Person who has applied for Provisional Allotment of a unit/ aptment in Signature Tower;

"Application Form" shall mean this application form for Provisional Allotment of a unit and attested at appropriate places by the Applicant(s);

"Business Day" means a day, other than a Saturday or Sunday, on which the principal scheduled commercial banks located in Jhansi are open for business during normal banking hours;

"Common Area" means area under the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, stills, common pantries, mummy, machine room, meter room, electric sub-station, common toilets and the like related to the Said Premises and as shall be more specifically detailed in the Indenture of Conveyance;

"Consideration" shall be the overall sale consideration of the said premises and shall include the Basic Sales Price (BSP) and other charges as described in the Application Form/ Provisional Allotment Letter;

"Earnest Money" means the amount equal to 10% of Consideration as specified in the Application Form / Provisional Allotment Letter;

"External Development Charges" means the charges levied by the Firm/BHAGWATI SIGNATURE for providing common bulk services like main water storage tanks, its pumping system and supply to individual land sector/pockets of Signature Tower and similar network of sewerage mains/treatment plant etc. by the Firm/BHAGWATI SIGNATURE within Signature Tower;

"Firm" means Bhagwati Signature, a partnership firm incorporated under the Partnership Act and having its office, Ballampur Road, Rajgarh Jhansi (U.P.) and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

"Government Authority" means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction;

"Indenture of Conveyance" shall have the meaning ascribed to it in Clause 2.2 hereof;

"Internal Development Charges" means the charges levied by the Firm for providing common services within the concerned land sector/pockets where the said premises are located by the Firm.

"Law" means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of this Application or thereafter;

"Sale Deeds" shall mean and include all sale deeds of the land(s) on which the said project, Signature Tower is proposed.

"Land(s)" shall mean the properties that are the subject matter of the Sale Deeds;

"Parties" shall mean the Firm/BHAGWATI SIGNATURE and the Applicant and "Party" shall refer to anyone of them;

"Person" includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

"Plan" includes the plan for construction and development at Signature Tower as approved by the appropriate Government Authority, the layout plan, building plan and the location plan of the Said Premises.

"Provisional Allotment" shall mean the provisional allotment of the Said Premises to the Applicant, pursuant to his application to the Firm and agreeing to abide by the Standard Terms & Conditions.

"Provisional Allotment Letter" a Provisional Allotment letter which may be issued by the Firm to the Applicant upon the Applicant making a request for provisional allotment of the Said Premises and agreeing to abide by the Standard Terms & Conditions ;

"Representatives" shall include the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person;

"Said Premises" means the residential apartment at Signature Tower, Jhansi as provisionally allotted by the Firm.

"Standard Terms & Conditions" shall mean these standard terms & conditions of Provisional Allotment of the Said Premises;

"Super Area" means the area under covered area of the Said Premises inclusive of the area under the periphery walls, area under columns and walls within the Said Premises, half of the area of the wall common with other premises adjoining the Said Premises, total area of all balconies, terraces, cupboards, plumbing shafts / lift shafts / electric shafts of the Said Premises and the proportionate share of the Common Areas;

"Third Party" means any Person other than the Applicant or the Firm/BHAGWATI SIGNATURE.

1.2 Certain Rules of Interpretation

With respect to the provisions herein:

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof;
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
- (c) Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same;
- (d) The Schedules and Annexure annexed to these Standard Terms & Conditions form an integral part hereof;
- (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

2. SCOPE OF THESE STANDARD TERMS & CONDITIONS

2.1 These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Premises by the Firm to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any right, title and interest in the Said Premises or the Lands to the Applicant / Allottee or any other Person.

The Provisional Allotment of the Said Premises on the basis of an application is entirely at the discretion of the Firm, Bhagwati Signature and the Firm has a right to reject any application without assigning any reason thereof.

2.2 The detailed terms of the transfer of the Said Premises shall be based on the definitive legal document for the transfer of property (hereinafter referred to as "Indenture of Conveyance") and shall include the entire understanding between the Parties relating to the conveyance of the Said Premises to the Applicant / Allottee. The Applicant / Allottee shall have no right, title or interest whatsoever on the said premises either during its construction or after its completion till the execution of Indenture of conveyance by the Firm in favour of the Applicant/Allottee.

Provided that the Indenture of Conveyance shall be executed only after the 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, the construction of the Said Premises is completed in all respects and subject to the Applicant / Allottee complying with all the provisions hereof.

Provided further that the Indenture of Conveyance shall be executed only when the Said Premises is in a deliverable state after incorporating the Alterations (as defined herein), if any.

2.3 The Applicant agrees that unless an Indenture of Conveyance is executed in favour of the Allottee, the Firm shall continue to be the owner of the Said Premises and no payments made pursuant to the Provisional Allotment of the Said Premises to the Allottee, 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 Allottee.

2.4 Nothing herein shall be construed to provide the Applicant / Allottee with any right, whether before or after taking

possession of the Said Premises or at any time thereafter, to prevent the Firm/BHAGWATI SIGNATURE from:

(i) Constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Premises;

(ii) Putting up additional constructions at Signature Tower;

(iii) Amending / altering the project Plans herein.

2.5 The execution and/or registration of the Indenture of Conveyance shall not absolve the Applicant / Allottee of any of its obligations herein.

3. CONSIDERATION

3.1 The Applicant / Allottee shall make all such payments at such times and as detailed in this Application Form / Provisional Allotment Letter, without any requirement for the Firm to send out any notice or intimation to the Applicant / Allottee that the Consideration (or any part thereof) or other charges have become due & payable. All payments by the Applicant / Allottee are required to be made by demand drafts or by cheques payable at Jhansi.

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 Firm or as are required to be undertaken pursuant to the requirements of applicable Law/ Regulations, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee.

3.3 In case any new taxes / duties / charges are levied by the Government or any other Government Authority, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee.

3.4 The Applicant / Allottee shall pay a "one-time" charge of @ Rs. ___/- per sq. ft. of Super Area of the Said Premises as Internal Development Charges which shall form a part of Consideration.

3.5 The Applicant / Allottee shall pay a "one-time" charge of @ Rs. ___/- per sq. ft. of Super Area of the Said Premises as External Development Charges which shall form a part of Consideration.

3.6 In addition to the above, the Applicant / Allottee agrees that in the event there is an enhancement of charges by any Governmental Authority, including the Jhansi Development Authority or any additional expenses that are borne by the Firm/BHAGWATI SIGNATURE for any reason including, inter alia, for providing any peripheral trunk services outside the Signature Tower by any Government Authority etc. and upon written intimation by the Firm to the Applicant / Allottee of the same, the Applicant / Allottee shall make prompt and due payment of such additional sums within 15 days of such demand by the Firm.

4. CONVEYANCE OF THE SAID PREMISES

4.1 Upon execution of the Indenture of Conveyance after completion of the construction, subject to and to the extent permitted by applicable law, the Applicant / Allottee shall acquire the Said Premises on free-hold basis, for the Consideration along with the undivided, indivisible and impartible proportionate interest (herein after referred to as his "Interest in Land") in the lands underneath the building (as demarcated in plan) in which the Said Premises is located in proportion to the ratio of the Super Area of the Said Premises to the aggregate Super Area of all the residential units in the building in which the Said Premises is located (hereinafter referred to as "the proportion").

4.2 The Interest in Land shall not be alienable / transferable separately and shall always remain attached to the Said Premises and be a part of Said Premises. Provided, however, that the proportion is subject to change and fluctuation with the construction / removal/demolition of additional floor(s) & / or change in number and size of residential units being constructed / to be constructed (hereinafter referred to as "Construction Changes") in the particular building.

4.3 For the sake of clarity it is stated that nothing herein shall be construed to give the Applicant / Allottee any right to raise any claim against the Firm/BHAGWATI SIGNATURE on account of any such Construction Changes or any right to object to the additional construction or removal thereof.

4.4 Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Super Area of the Said Premises, only the Said Premises shall be provisionally allotted to the Allottee on the terms herein, & the Allottee shall not have any interest, right or title in the reserved car parking slots (if any) and Common Areas in any manner whatsoever

except the right of user as provided herein.

5. OBLIGATIONS OF THE APPLICANT / ALLOTTEE

5.1 Upon the Firm Provisionally allotting the Said Premises to the Applicant on the terms herein, the Applicant agrees to the following, whether before or after possession of the Said Premises is granted to the Applicant / Allottee.

5.2 Prior to taking possession of the Said Premises, the Applicant / Allottee shall enter into a separate maintenance agreement (the "Maintenance Agreement") with the Firm/ BHAGWATI SIGNATURE or such maintenance agency as may be designated in this regard (the "Designated Maintenance Agency"), in the form & substance and within such period as prescribed by the Firm, for the maintenance of common areas and facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement.

5.3 Pending executions of the said Maintenance Agreement the Applicant hereby agrees to pay the maintenance and replacement charges ("Maintenance Charges") as may be decided by the Firm/BHAGWATI SIGNATURE or by the Designated Maintenance Agency from time to time in this regard. Pending execution of the said Maintenance Agreement, the Applicant hereby agrees to pay a onetime "Maintenance Deposit" and "Maintenance Charges" for the first year, before taking possession of the Said Premises. Upon the timely and due payment of regular Maintenance Charges, the Allottee shall have the right to use the Common Areas and common facilities for the Said Premises.

Provided, however, that it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the Common Areas and the common facilities till such time the possession of the Said Premises has been taken by the Allottee.

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

5.5 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 Firm/BHAGWATI SIGNATURE to terminate the Provisional Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money. The Firm shall, upon cancellation, be free to deal with the Said Premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the Earnest Money and the Termination Charge (as defined hereinafter) is refundable to the Allottee by the Firm/BHAGWATI SIGNATURE without any interest thereon in the manner as more particularly described in Clause 9.1.5, as if the cancellation by the Firm/BHAGWATI SIGNATURE was a cancellation by the Allottee as described in Clause 9.1.5. The terms of this Clause 5.5 should not be construed to prejudice the rights of the Firm to take any other actions against the Allottee as it may deem appropriate under applicable Law.

5.6 Notwithstanding anything stated herein and without prejudice to the Firm's right to cancel the Provisional Allotment or to refuse execution of the Indenture of Conveyance by BHAGWATI SIGNATURE, as provided herein, and without, in any manner condoning any delay in payment of Consideration and other dues, the Allottee shall be liable to make payment of interest at the rate of 18% 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 Allottee shall first be adjusted against the interest and/or any penalty, if any, due from the Allottee to the BHAGWATI SIGNATURE under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Allottee under the Standard Terms & Conditions and the Provisional Allotment Letter.

5.7 The Allottee shall abide by all applicable Laws as may be applicable to the Said Premises including inter alia all regulations, bye-laws, directions and guidelines of the Jhansi Development Authority framed / issued under provisions of applicable acts and rules made there under and shall keep the Firm/BHAGWATI SIGNATURE indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.

5.8 The Allottee shall do or not do any or all of the acts as more particularly described herein below:

- (a) To do or not to do all such acts as are more particularly described in Schedule 1 herein;
- (b) To use the Said Premises only for the purpose sanctioned by Jhansi Development Authority and for no other purpose;
- (c) To pay, as and when required under applicable Law or demanded by the Firm, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Indenture of Conveyance;
- (d) To sign all such applications, papers and documents and do all such acts, deeds and things as the Firm may reasonably

require for safe-guarding the interest of the present Provisional Allotment of the Said Premises or for securing the interests of the Allottee and/or the Firm/BHAGWATI SIGNATURE, as the case may be;

5.9 If on account of any Law, the Firm/BHAGWATI SIGNATURE is prevented from completing the construction of the Said Premises or if the Firm/BHAGWATI SIGNATURE 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 Firm/BHAGWATI SIGNATURE to challenge the validity, applicability and/or the efficacy of such Law and challenge the action by the Third Party (the "Said Case").

5.10 The Earnest Money and other advance payments made to the BHAGWATI SIGNATURE cannot be withdrawn or claimed from the Firm/BHAGWATI SIGNATURE till the final determination of the Said Case.

5.11 In the event of the Firm/BHAGWATI SIGNATURE 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 Said Premises in accordance with the terms herein.

5.12 In the event the Firm/BHAGWATI SIGNATURE is 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 Said Premises, the Firm/BHAGWATI SIGNATURE shall upon the judgment becoming final, absolute and binding upon the Firm/BHAGWATI SIGNATURE, 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 Firm/BHAGWATI SIGNATURE which shall be final and binding.

5.13 That BHAGWATI SIGNATURE shall pay all fees, dues etc. payable to its account.

5.14 The Applicant hereby covenants with the Firm 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 Firm/BHAGWATI SIGNATURE and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any 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:

(i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;

(ii) any other conduct by the Applicant or any of its Representatives as a result of which, in whole or in part, the Firm/BHAGWATI SIGNATURE 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;

(iii) 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;

(iv) any action or proceedings taken against the Firm/BHAGWATI SIGNATURE in connection with any such contravention or alleged contravention by the Applicant.

6. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT

6.1 The Applicant has applied for Provisional Allotment of the Said Premises after satisfying himself that he has understood and appreciated the content and the implications of the laws applicable on the project Signature Tower and the Said Premises.

6.2 The Applicant has inspected the site, the Plans, ownership records, the sale deeds, other documents relating to the title and all other details of the Said Premises that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself/herself about the right, title and capacity of the Firm/BHAGWATI SIGNATURE to deal with the Said Premises and has understood all the limitations and obligations thereof.

6.3 The Consideration for the Said Premises and other charges are based on the Super Area of the Said Premises 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 itself to these Standard Terms and Conditions and to perform his 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 sports facility and / or residential, commercial, recreational and other developments / activities as may, from time to time be undertaken by the Firm/ BHAGWATI SIGNATURE or other Persons permitted to enjoy the facilities at Signature Tower. This includes but shall not be limited to entering upon Signature Tower by the Firm/BHAGWATI SIGNATURE

or other Persons permitted to enjoy the facilities at Signature Tower as may be required for the purpose of construction and/or development of such sports facility and/or residential, commercial, institutional, recreational and other developments undertaken by the Firm/BHAGWATI SIGNATURE at Signature Tower.

6.6 The Firm/BHAGWATI SIGNATURE 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 Signature Tower 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 Firm/BHAGWATI SIGNATURE and/or the Maintenance Agency.

6.7 The Applicant has seen the Plans and has been made aware of and accepts that the Plans, Super Area, specifications as more particularly described in the Application Form, brochures etc. are tentative and that there may be variations, deletions, additions, alterations made either by the Firm/BHAGWATI SIGNATURE as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the position / location of the Said Premises, change

in the number of units, change in its dimensions, change in the height of the building, change in its Super area, and the Applicant shall have no right to object to such variations, additions, deletions, alterations and modifications as aforesaid (the "Alterations"). The Super Area of the Said Premises 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 Firm.

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 BHAGWATI SIGNATURE without interest.

Provided further that any changes as a result of the Alterations or otherwise shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Super Area (based on "As-Built" plans) of the Said Premises pursuant to Alterations or otherwise shall be payable or refundable without any interest on a pro rata basis or at the agreed rate per sq. meter as may be more specifically described in the Provisional Allotment Letter and that the other charges as specified herein will be applicable for the changed area at the same rate as indicated in the Provisional Allotment Letter.

6.8 The Applicant understands that the BHAGWATI SIGNATURE have the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose it can create equitable mortgage or charge or hypothecation on the Leased Land and the construction thereon in process or on the completed construction, in favour of one or more such institutions. However, the Firm/BHAGWATI SIGNATURE will ensure that any such charge, if created, is vacated before execution of the Indenture of Conveyance of the said premises in favour of the Applicant / Allottee.

6.9 The BHAGWATI SIGNATURE reserves the right to transfer / assign the Lands in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s), whether incorporated or not, association or agency by way of sale/disposal or any other arrangement as may be decided by the BHAGWATI SIGNATURE in its sole discretion and the Applicant agrees that he/she shall not raise any objection in this regard.

7. OBLIGATIONS OF THE FIRM, BHAGWATI SIGNATURE

7.1 The Firm shall make best efforts to deliver possession of the Said Premises to the Applicant within the period more specifically described in the Provisional Allotment Letter with a further grace period of 90 (ninety) days. If the completion of the Said Premises is delayed by reason of non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/ or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Firm, 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 Governmental 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 Firm (hereinafter referred to as "Force Majeure Events" and each individual event referred to as a "Force Majeure Event"), the Firm shall be entitled to a reasonable extension of time for delivery of possession of the Said Premises.

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 Firm/BHAGWATI SIGNATURE on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Firm/BHAGWATI SIGNATURE. If, however, the Firm/BHAGWATI SIGNATURE fails to deliver possession of the Said Premises within the stipulated period as mentioned here in above, and within the further grace period of 90 (ninety) days thereafter, the Applicant shall be entitled to compensation for delay thereafter @ Rs.5/- per sq. ft. per month for the Super Area of the Said Premises ("Compensation"). 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 Said Premises.

7.3 Such Compensation shall be payable by the Firm/BHAGWATI SIGNATURE to the Applicant only after the Indenture of Conveyance has been executed, after payment of Consideration and other charges as detailed herein and the Provisional Allotment Letter.

7.4 The Applicant hereby agrees that if the Applicant has at any time defaulted in making timely payment of any installment for Consideration, or has not made full payment of the Consideration of the Said Premises and other charges due from the Applicants, no Compensation shall be payable by the Firm/BHAGWATI SIGNATURE.

7.5 In the event that a Force Majeure Event occurs, the Firm/BHAGWATI SIGNATURE has the right to alter the terms and conditions of Provisional Allotment of the Said Premises as stated herein or if the Force Majeure Events so warrant, the Firm 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 Firm 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 Firm/BHAGWATI SIGNATURE, by the period during which a Force Majeure Event occurs. Provided that the Firm/BHAGWATI SIGNATURE 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 & all or any of the Common Areas/facilities etc. which shall remain the property of the BHAGWATI SIGNATURE. The BHAGWATI SIGNATURE can, as per applicable laws, transfer and assign the Common Areas/facilities to a body or association of owners of units of Signature Tower 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

The following is agreed to by the Applicant:

8.1 As and when the Said Premises is ready for possession in accordance with the terms specified herein, the Firm shall issue a notice of offer of possession (the "Notice of Possession") calling upon the Applicant to take possession of the Said Premises 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 Said Premises 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 Said Premises, the Applicant shall be deemed to have taken possession of the Said Premises at the expiry of thirty days from the date of dispatch of the Notice of Possession by the Firm. In this event the Said Premises shall be at the risk and cost of the Applicant and the Applicant shall be further liable to pay holding charges @ Rs.5/- per sq. ft. per month for the Super Area of the Said Premises (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 Firm/BHAGWATI SIGNATURE 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 in accordance with the terms of these Standard Terms & Conditions. The Applicant agrees not to question the decision of the Firm in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.

The Firm 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 Said Premises from the expiry of 30 days from the dispatch of the Notice of Possession till such time he takes possession of the Said Premises.

8.2 The Firm/BHAGWATI SIGNATURE or the Designated Maintenance Agency shall be entitled to access the Said Premises at such time as is fixed by the BHAGWATI SIGNATURE or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Areas and facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Said Premises 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 BHAGWATI SIGNATURE or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Said Premises in the same condition in which they were earlier, after carrying out the repair and / or service work.

8.3 It shall be the obligation of the Applicant to get the Said Premises comprehensively insured at his own cost and expense

after taking over physical possession of the Said Premises.

9. DEFAULT, CONSEQUENCES OF DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATION

9.1 Default

9.1.1 In the event of breach or default by the Applicant / Allottee of any of the covenants contained herein, ("Default"), the Firm may issue a notice calling upon the Applicant / Allottee to rectify the Default within a period of 30 days from the date of the notice ("Notice Period"). The Applicant / Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Firm of such rectification or removal of breach of default by a written notice (by registered Post).

9.1.2 In the event that in the judgment of the Firm, the Default is not cured within the Notice Period, the Firm may, without prejudice to any other legal remedy which the Firm 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 / Allottee shall be liable to pay the BHAGWATI SIGNATURE the sums mentioned in Clause 9.1.5 herein below, as if the cancellation was a cancellation by the Applicant / Allottee under the terms of Clause 9.1.5. The Applicant / Allottee shall not have any lien or any other right on the Said Premises, nor should anything herein or elsewhere be construed to entitle the Applicant / Allottee to obstruct, prevent, injunct or restrain the Firm/BHAGWATI SIGNATURE from making a fresh Provisional Allotment in respect of the Said Premises 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 Firm/BHAGWATI SIGNATURE may, at its sole discretion, condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the Firm/BHAGWATI SIGNATURE 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 hereunder, the Firm/BHAGWATI SIGNATURE 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 damages, charges, fee, etc. shall be without prejudice to the rights of the Firm/BHAGWATI SIGNATURE to demand specific performance of such obligations hereunder or to take appropriate legal action.

9.1.3 Failure of the Firm/BHAGWATI SIGNATURE to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant / Allottee, 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 / Allottee.

9.1.4 The termination of the Provisional Allotment pursuant to Clause 9.1.2 hereof shall be effected by the Firm giving 30 (thirty) Days prior written notice of such termination to the Allottee. If the Provisional Allotment so terminates, 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 Allottee shall be entitled to cancel the Provisional Allotment only on default of the Firm/BHAGWATI SIGNATURE to deliver up the Said Premises on payment of full Consideration and other dues in accordance with the terms herein and Provisional Allotment Letter. If the Allottee for any other reason requests the Firm to permit it to cancel the Provisional Allotment in his favour, the Firm/BHAGWATI SIGNATURE may in its sole discretion permit such cancellation provided that the Allottee compensates the Firm/BHAGWATI SIGNATURE for any loss caused on account of substituting another Applicant in his/its/her place and stead ("Termination Charge").

Notwithstanding anything stated hereinabove, in the event the Allottee is permitted to cancel the Provisional Allotment by the Firm under the terms of this Clause 9.1.5 or in the event the Firm terminates the Provisional Allotment in accordance with the provisions herein, the entire amount of Earnest Money shall be forfeited by the BHAGWATI SIGNATURE. 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 or 9.1.5 hereinabove, all obligations of the Firm/BHAGWATI SIGNATURE and the Applicant / Allottee 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 Firm/BHAGWATI SIGNATURE, or any liability attaching to either the Applicant or the Firm/BHAGWATI SIGNATURE, 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 the Applicant or the Firm/BHAGWATI SIGNATURE of any obligation that shall survive such termination including inter alia Clauses 5.5, 5.6, 5.14, 6.7, 9.1.2, 9.1.5, 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 Firm/BHAGWATI SIGNATURE of any claim it may have for actual damages caused by reason of, or relieve either the Applicant or the Firm/BHAGWATI SIGNATURE from liability for, any breach of these Terms & Conditions prior to termination under Clauses 5.5, 9.1.2 or 9.1.5 herein;

(c) If the Provisional Allotment is terminated by the Firm under Clauses 5.5, 9.1.2 or 9.1.5 the Applicant / Allottee shall be liable to pay the sums or get the refunds only under Clauses 9.1.5 herein.

10. MISCELLANEOUS

10.1 Notice: All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post at the address(es) specified hereinabove and it shall be the responsibility of the Applicant to inform the Firm by a Registered letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him 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 therefrom.

In the event that there are joint Applicants, all communications and notices shall be sent by the Firm to the first Applicant at the address given by him 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). All notices and other communication required to be sent by the Applicant to the Firm shall be sent by the Applicant to the registered office of the Firm as specified in the definition of the term "Firm" in these Standard Terms and Conditions. The Firm shall notify any change in the registered office address to the Applicant.

10.2 Assignment: All Assignments of the Provisional Allotment by the Applicant to any Person (the "Proposed Transferee"), shall require prior written consent of the Firm, which the Firm may give on such terms and conditions including inter alia those relating to payment of prevailing administrative charges ("Administrative Charges") for permitting such substitution and the Firm's right to terminate the Provisional Allotment. The Firm shall permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid for in full. No Administrative Charges shall, however, be payable in the case of succession to the legal heirs of the Allottee. The Proposed Transferee shall be bound by the Standard Terms & Conditions and shall furnish an undertaking to that effect.

10.3 Foreign Applicant: The Applicant, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The Applicant shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Firm.

10.4 In case the Applicant / Allottee desires to transfer the Said Premises to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method after execution of Indenture of Conveyance the Proposed Transferee may have to pay to the firm subsequent sales transfer charges ("Transfer Charge").

Notwithstanding anything contained in this clause, the Applicant / Allottee shall pay all expenses, Administrative Charges, fees and any other dues payable to the BHAGWATI SIGNATURE, whether required hereunder or under any subsequent agreement, prior to applying for transfer of the Said Premises to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method.

10.5 The Application Form, these Standard Terms & Conditions and the Letter of Provisional Allotment (hereinafter collectively referred to as the "Said Documents") shall constitute the entire terms & conditions with respect to the Provisional Allotment of the Said Premises to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the Firm/BHAGWATI SIGNATURE and the Applicant relating to the terms covered herein. No amendment to these Standard Terms & Conditions shall be valid or binding unless set forth in writing and duly executed by the Firm/BHAGWATI SIGNATURE 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 Firm/BHAGWATI SIGNATURE or the Applicant purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

10.6 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 there under and subject to the provisions of Clause 10.9 hereof, the Courts at Jhansi, U.P., India shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

SCHEDULE-1

The Applicant / Allottee agrees to do or not to do all or any of the following acts:

1. Not to use the Said Premises for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel apartment house, rooming house or place of public resort, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Said Premises/Leased Lands that shall be a nuisance to the occupants of any neighboring property.
2. Without prior written permission from the Firm/BHAGWATI SIGNATURE, not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary or accessory buildings or structures.
3. Without prior written permission from the Firm/BHAGWATI SIGNATURE, not to fix or place to the exterior of the Said Premises, any aerial, antenna, antenna poles/masts, citizen/amateur bond antenna.
4. Not to place or affix any clothes line, drying rack or similar device at such a position so that the same is visible from any road, golfing/garden facility or to public view.
5. Not to use any portion of the Said Premises which is visible from outside, as a drying or hanging area for laundry of any kind.
6. To maintain all open areas within the Said Premises, etc. as lawns or landscape areas with underground sprinkler systems.
7. Not to do anything or maintain in or outside the Said Premises or the common areas, anything which may become unsightly or a nuisance to Signature Tower. In the event of a dispute, the decision of Head of Operations of Signature Tower shall be final & binding.
8. Not to display any signage to public view on or outside the Said Premises, except one name plate at the main entrance in colour and of dimensions as may be prescribed by the Firm/BHAGWATI SIGNATURE from time to time.
9. Not to permit growth or maintenance of any weeds or other unsightly growth upon any Residential Unit and not to place or allow to be placed in public view in the Said Premises or Outside, any refuse or unsightly object.
10. To maintain or cause to be maintained, the Said Premises, structures thereon, improvements, appurtenances, etc. in a safe, clean, orderly, painted and attractive condition. To ensure that all lawns, landscaping and sprinkler systems, etc. are installed and maintained in a neat & orderly condition.
11. Without prior written permission of the Firm/BHAGWATI SIGNATURE, not to erect, maintain or use on the Said Premises or common area(s), any coloured basketball board or other similar recreational equipment, either permanent or temporary.
12. Without prior written permission of the Firm/BHAGWATI SIGNATURE, not to permanently enclose or convert to other use any driveways, parking lots, etc.
13. Without prior written permission of the Firm/BHAGWATI SIGNATURE and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the Applicant.
14. Not to keep or permit keeping at the driveway area of the Said Premises, any trash, garbage or other waste materials. To ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any Residential Unit except for a reasonable period for the garbage pickup to be accomplished.
15. To ensure that all equipment for swimming pool, wherever provided, pool water heaters, etc. if installed, shall be below the ground level and must be concealed from public view by the Applicant at his own cost and expense.
16. Not to raise, breed or keep in the Said Premises, any animal, livestock or poultry of any kind, except normal

domesticated household pets like dogs or cats. To ensure that the pets are leashed at all times while on any area outside the Said Premises. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets' body waste. Any pet, which becomes a reasonable source of annoyance to other residents at Signature Tower, may be ordered to be removed by the Firm/BHAGWATI SIGNATURE and the Applicant confirms that he shall have no objection to such removal. No reptiles, amphibians or livestock may be kept in or on any Said Premises.

17. The Applicant shall not change or attempt to change the designs & the dimensions of the water retention/lakes/ponds/ drainage areas.

18. To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Said Premises shall be located underground.

19. No Residential Unit may be split or subdivided in any manner by a Residential Unit owner, and a conveyance by Residential Unit owner must include the entire lot.

20. No commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four wheeled passenger automobiles, non-commercial vans shall be placed parked or stored in the Said Premises or in the common areas for a period of more than 8 hours unless the said vehicle is necessary in the actual construction or repair of a structure or ground maintenance.

21. Not to take any action that may be harmful to the environment.

22. The Applicant(s) agrees that the Firm/BHAGWATI SIGNATURE may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

Signature (s) of Applicant (s)

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

Resident of India:

- Copy of PAN card

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

Private Limited & Limited Firm:

- Copy of PAN card of the Firm.
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Firm Secretary / Director of the Firm.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the Firm duly authenticated by any other Director of the Firm.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

NRI / Foreign National of Indian Origin:

- Copy of the individual's Passport
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant.
- In case of cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

Note :

3 passport size photographs of the applicant(s) required in all cases.

Specifications

Annexure-2

Structure		Earth-Quake resistant RCC Framed structure
Wall Finish	Internal	Living/ Dining/ Bed rooms Painted in pleasing shades of oil bound Distemper
	Lift Lobbies	Selected marble/ vitrified tiles & Oil bound Distemper
	External	External grade Anti Fungal / Anti Algal paint
Flooring	Living/ Dining	Branded vitrified tiles
	Master Bed room	Branded Laminated wooden flooring/ Vitrified Tiles
	Other Bedrooms	Branded Laminated wooden flooring/ Vitrified Tiles
	Decks	Branded Anti Skid ceramic tiles
Kitchen	Flooring	Branded Anti skid ceramic tiles
	Dado/ Wall finishes	Branded Ceramic tiles/ Painted Glass upto 2'0" above working platform, Wall in oil bound distemper
Toilets	Others	Stainless steel sink
	Walls	Branded Ceramic tiles upto 7' level
	Floorings	Branded Anti skid ceramic tiles
	Fittings	Branded Ivory/ White sanitary fixtures, CP fittings
Windows/ External Doors		Powder coated/ anodized aluminum glazing
	Main Entrance Door	Polished Seasoned Hardwood frame with Polished flushdoor shutters.
	Internal Doors	Painted Hardwood frame with painted flush doors
	Hardware	Locks, Handles and knobs from reputed brands.
Electrical Wiring & Installations	Fixtures	IS Compliant Modular switches / sockets, Distribution Boards, MCB and ELCB of reputed brands.
	Wiring	Branded electrical wiring in concealed conduit. light points with modular switches, T.V. sockets in all rooms
Provision for split AC		Concealed Copper conducting in Master bedroom
Lift lobbies		Selected granite/ stone/ vitrified tiles
Drive Ways		Cement Concrete/ Paver Blocks
Staircase	Flooring	Polished Indian Stone / Marble on Treads, Risers and Landings.
	Railing	Steel Handrails and balustrades.
Roof	Wall Finish	PCC finish over suitable waterproofing and insulation treatment (COBA or equivalent).
Plumbing		Water storage tanks for water supply, CPVC water supply pipes with standard valves and accessories, PVC waste pipes and traps

Note: All building layouts and specifications etc. are tentative and subject to variation and modification by the Company or Competent Authorities sanctioning such plans.

Home loan partners



Bhagwati Signature

Ballampur Road, Rajgarh Jhansi (U.P.)
P (0510) 2720116 M 89 32 031755, 89 32 031757
info@signaturetower.in | www.signaturetower.in