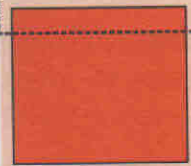


2 & 3 BHK Flats



Application Form



# ROYAL SQUARE

LUXURIOUS LIVING



located at : DLW- Chunar Road, Awaleshpur, Varanasi

**APPLICATION FORM FOR PROVISIONAL ALLOTMENT**

in "ROYAL SQUARE" D.L.W. Chunar Road, Awaleshpur, Varanasi (U.P.)

To

**Royal Realty Builders & Developers**

Regd. Off. : Awaleshpur, Kandwa, Varanasi - 221106 (U.P.)

Dear Sir/s,

I/We, The Applicant(s) herein understands that the Company, is promoting the Said Complex. The Applicant(s) requests that the Applicant(s) may be provisionally allotted a Unit along with exclusive right to use Parking Space(s) (if allotted), in the Said Complex as per the Company's terms and conditions mentioned herein.

In the event of M/s. Royal Realty Builders & Developers (hereinafter called the builder) agreeing to provisionally allot a unit, I/We hereby agree to pay further installments of sale price and all other dues as stipulated in the payment plan mentioned in this application and further in agreement.

This application does not constitute an agreement to sell/allotment and the allotment of the unit is entirely at the discretion of the builder. The allotment of the unit is provisional and shall be confirmed on signing of builder buyer agreement on builder's standard format.

In case the unit is not allotted to the Applicant(s) for any reason whatsoever, the Applicant(s) shall not raise any objection or claim or damages or challenge the same in any court of law and the amount deposited herein shall be refundable to the Applicant(s) without any interest within 30 days from the date of notice regarding rejection of this application.

The Applicant(s) agree that the allotment shall become final and binding upon the builder only after the acceptance by it of the signed buyer's agreement. If the Applicant(s) fail to execute the buyer's agreement and deliver to builder then the application shall be treated as cancelled and all the sums/amount paid/deposited by the Applicant(s) with builder shall stand forfeited without any notice/reminder.

The Applicant(s) encloses a cheque/DD herewith towards provisional allotment of a unit details of which are as follows:  
Cheque/ Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) drawn on \_\_\_\_\_ Bank in favour of M/s. Royal Realty Builders & Developers payable at \_\_\_\_\_ towards the booking amount, being part Earnest Money of the Unit.

**RECEIVING OFFICER: (Broker)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. Booking ACCEPTED /REJECTED

2. Booking Acknowledgment Receipt no. \_\_\_\_\_ dated \_\_\_\_\_

**Receiving officer company (V.H.V. Builders Pvt. Ltd.)**

**DECLARATION:**

The Applicant(s) has read and understood each and every terms and conditions appended to this Application and is agreed to abide by the same. The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed therefrom.

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant



## LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

### For Residents of India

- Photographs of all applicant
- Address Proof
- Copy of PAN Card
- Copy of Office I-Card

### For Partnership Firm

- Copy of PAN Card of Partnership Firm
- Copy of Partnership Deed duly certified by all partners/authorized partner
- Proof of Registered Office
- In case only one partner is signing all documents then authorization from other partners in his favour to the effect that the said partner can sign on behalf of firm

### For Private Limited & Limited Company

- Copy of PAN Card of Company
- Articles of Association (AOA) & Memorandum of Association (MOA) of company duly certified by companies secretary
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the company

### For Hindu Undivided Family (HUF)

- Copy of PAN Card of HUF
- Address Proof
- Authority letter from all Coparceneres/Members of the HUF authorizing the Karta to act on behalf of HUF.

### For NRI/Foreign Nationals of Indian Origin

- Copy of 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 applicant
- In case of a cheque, all payments should be received only from the NRE/NRO/FCNR account of applicant or foreign exchange remittance from abroad and not from the account of third party.

Terms and conditions mentioned below are forming a part of this application for allotment of a Unit in "ROYAL SQUARE' D.L.W. Chunar Road Awaleshpur, Varanasi (U.P.), District Varanasi (UP.) These terms and conditions are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant (s) shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

1. The right of the Applicant (s) shall be restricted to the allotment of said unit in the Project known as "ROYAL SQUARE"
2. All the terms & conditions of the lease deed of the plot executed by VDA shall be applicable to Applicant (s).The building plans of proposed the land will be submitted to / sanctioned by VDA The complex will have residential as well as commercial units.
3. The Applicant (s) has fully satisfied himself of the specification of the unit. The Applicant(s) agrees that the Applicant(s) shall not 'have any right in any other premises/buildings, shops, club, IT facility if any, constructed/situated in the Said Complex except the particular unit allotted to him. The builder shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of or in the operation and management of other units in the complex.

4. That the super area mentioned is tentative which is calculated including the proportionate common area of the building. The building plans are tentative and the builder may make such changes, modifications, alteration and addition therein as deemed necessary or may be required to be done by the builder, the Government/VDA any other Local Authority or Body having jurisdiction. The necessary changes/alteration may involve change in position/location/dimension/area of the unit.
5. That the Builder may carry development/construction of the Complex in phases. The Builder may adopt the modern technology of pre-cast concrete slabs for construction of the complex. The common facilities in all respect shall be operational on the date of completion of the entire Complex.
6. The Applicant(s) agrees that if the builder allots the Said Unit along with/without Parking Space(s) then the Applicant(s) agrees to pay the Total Price and all other amounts, Taxes and Cesses, charges and dues as per the payment plan opted by the Applicant(s) and/ or as and when demanded by the builder or in accordance with the terms of this Application.
7. Except the particular unit allotted, the Applicant (s) shall have no claim or right of any nature or kind whatsoever in respect of unsold units, open spaces, parking spaces/places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces except what has been allotted by an agreement to allottee(s), space for public amenities, shopping centre or any other space not allotted to him.
8. The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Unit in the Said Complex notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s).
9. The Applicant (s) agrees and understands that time is of essence with respect to the payment of the Total Price and other charges, deposits and amounts payable by the Applicant (s) as per the Application. That the installments in respect of payments of unit will be due at intervals, as per prescribed payment plans. In case payment is not received within period stipulated in payment plan or the Applicant (s) is in breach of terms and conditions of allotment, the allotment will be cancelled and 15% (earnest money) of Total Sale Price of the unit will be forfeited and balance amount, if any, shall be refunded without any interest after deducting the delayed payment interest or penalty on the installment within 90 days. The builder however, may condone the delay in its absolute discretion by charging penal interest @9.0% p.a.
10. Any of the notice shall be sent to the address of the First Applicant only.
11. If the booking for any reason is withdrawn/cancelled by the Applicant (s)/allottee, then 15% of the Total Sale Price of the unit will be forfeited and balance amount, if any, will be refunded without any interest after deducting late payment interest/penalty on installment/s.
12. In case the builder is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, it shall refund the amount paid by the Applicant (s) along with simple interest @8% p.a. from the happening of such eventuality.
13. The Applicant (s) agrees that in case due to any change in the lay-out plan/building plan of the Said Complex or due to any reason whatsoever the Said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Applicant (s) shall be refunded without any interest thereon and such refund shall be made/adjusted in the last installment as stated in the schedule of payments or the Said Unit becomes additionally preferentially located, the Applicant (s) shall pay additional PLC to the Builder, as applicable and in the manner as demanded by Builder.
14. The Applicant(s) acknowledges that the builder has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by builder, or any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Unit/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.

15. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid only on realization of the amount tendered with this Application.
16. The Applicant (s) has fully satisfied himself about the nature of rights, title, interest of the builder in the said project. The Applicant(s) agrees that the builder has specifically made it clear that the construction will commence only after receipt of all the approvals from the competent authorities.
17. The Applicant(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service tax, any other Taxes and Cesses, excise duty, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Unit or land appurtenant thereto as the case may be as assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the builder and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Unit is assessed separately.
18. Stamp Duty, registration and incidental charges as well as expenses for the execution of the Agreement and conveyance deed/sub-lease deed etc. shall be borne and paid by The Applicant(s) only.
19. The Applicant (s) shall make all payments within the stipulated time, as maybe demanded by the Builder from time to time, without any reminders from the Builder, through A/c payee cheque(s) / demand drafts(s) in favour of M/s. Royal Realty Builders & Developers payable at Varanasi.
20. The Applicant (s), if a non resident of India, shall be solely responsible for complying with the necessary formalities laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable law including that of remittance of payments, acquisition, sale, transfer of immovable property etc. and provide the Builder with such permissions, approvals which would enable the Builder to fulfill its obligations under this agreement
21. The Applicant(s) agrees that any payment towards FDC/IDC levied/leviable or any increase thereof by the Government or any other competent authority(ies) shall be paid by him.
22. The builder shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured. In order to provide necessary maintenance services, upon the completion of the Said Complex/, the maintenance of the Said Complex/ may be handed over to the Maintenance Agency. The Applicant (s) agrees to execute Maintenance Agreement. The Applicant (s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Builder/Maintenance Agency reserves the right to change, modify, amend any one or more of the terms and conditions and/or impose additional conditions in the Maintenance Agreement at the time of its final execution.
23. The Applicant (s) may obtain finance from any financial institution/bank or any other source but the Applicant's (s) obligation to purchase the Said Unit pursuant to this Agreement is not to be contingent on the Applicant's (s) ability or competency to obtain such financing and the Applicant (s) will remain bound under this Agreement whether or not the Applicant (s) has been able to obtain financing for the purchase of the Said Unit. Refusal to sanction loan or financial assistance by a particular institution/bank shall not be an excuse for non-payment of further installments/dues under this agreement.
24. The Builder shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the /Said Complex/Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution and registration of Sub-Lease Deed. The Builder/financial institution/bank, as the case may be, may always have the first lien/charge on the said Unit for all their dues and other sums payable by the Applicant (s) or in respect of any loan granted to the Builder.
25. The Applicant (s) shall not use the Said Unit for any purpose other than as mentioned in the agreement of the unit, or use the same in a manner that may cause nuisance or annoyance to other Said Unit owners or residents of the Said Complex; or for any illegal or

immoral purpose.

26. The builder shall deliver the possession of the completed unit to Applicant (s) only on payment of all dues. In case, the flat is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in the payment plan.
27. The detailed terms and conditions shall form part of agreement and shall supersede any previous document including this application form, brochure, advertisement etc.
28. In case there are joint Applicant (s) all communications shall be sent by the Builder to the Applicant whose name appears first and at the address given by the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant (s).
29. All notices to be served on the Applicant (s) shall be deemed to have been duly served if sent to the Applicant (s) by registered/Speed Post at his respective addresses as specified by him in the application and It shall be the duty of the Applicant(s) to inform the Builder of any subsequent change in his address by registered/speed post failing which all communications and letters posted at previous address shall be deemed to have been duly received by the Applicant (s).
30. For all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Applicant (s) is a joint stock Developer, a or any other body corporate or organization or an association except as the context otherwise requires.
31. The Applicant (s) agrees that the Landowning Companies/Company shall have the right to transfer ownership of the Said Complex in whole or in parts to any other entity such as any 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 builder without any intimation, written or otherwise to the Applicant (s) and the Applicant (s) shall not raise any objection in this regard.
32. The Applicant (s) agree that the allotment of the Said Unit is not assignable nor the name of the Applicant (s) can be added, substituted and/or deleted. However, the Builder may, at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permits the Applicant (s) to get the name of his nominee/transferee/assignee substituted, added and/or deleted in his place. The Builder at the time of granting permission may impose such terms and conditions and transfer/administrative charges as per its discretion prevailing at the time of transfer. The Applicant (s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such addition, deletion and/or substitution.
33. In case the allottee unable to pay the dues as per payment plan within the time stipulated in the demand letter than the company shall have right to cancel the booking without any further intimation and entire amount given by the allottee shall be forfeited. However the company may consider to continue the booking in case the payment is received within 90 days along with interest @9% for delayed period. Thereafter the company shall revise the rate of unit as per prevalent market rate.
34. All or any disputes arising out of or relating to or concerning or touching this Application including the interpretation and validity of the terms thereof shall be referred by any party to a sole arbitrator who shall be appointed by the Builder and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Varanasi.
35. The Courts at Varanasi alone and the High Court at Allahabad shall have the jurisdiction in case of any dispute.

Builder

## Royal Realty Builders & Developers

Regd. Off. : Awaleshpur, Kandwa, Varanasi - 221106 (U.P.)

Contacts : ~~6391116010~~, ~~6391116020~~, ~~6391116030~~ 9670554505

E-mail : roaylrealtyvaranasi@gmail.com

### Site Address :

Awaleshpur, Kandawa, D.L.W. - Chunar Road,  
Varanasi

### The Architects

The Architects of the Project are M/s. Srishti  
(Ar. C. P. Chawla) who have made their mark  
in the design of multistoreyed group housing  
in and around Varanasi.

### The Structural Consultants

The Structural Consultants of the Project are M/s.  
ATS (Er. Akhilesh Singh) from Lucknow who  
have a long experience in the design of high-rise  
buildings. The Structural Design is approved by  
Civil Engineering Department of I.I.T., B.H.U.

