



SREE SWATI

Realty Infrastructures (India) Pvt. Ltd.

Building Lasting Relationships

APPLICATION FOR ALLOTMENT OF A RESIDENTIAL UNIT

(The application form is to be filled in with details and signed by all the Applicant

Customer Ref Code:

Date:

Passport
Size Photograph
of the applicant

Application for allotment of a residential unit in the Project Situated at

Plot No

Dear Sir/Madam,

I/We, request that I/we may be allotted a residential unit at the above said Project.

I/We wish to apply for the same as per the following details:

Unit Type:

Duplex/ Apartment 2 Bedroom 3 Bedroom Builtup Area

Residential Unit No: Development/ Amenities Charges Rs.:

I/We understand that as per preliminary estimates, the tentative cost details are as follows:

Signature of the Applicant

In addition, I/We am/are liable to pay Service Tax, VAT, Stamp Duty & Registration Charges and any other statutory charges as applicable.

I/We undertake to make payments as per the payment schedule in the Annexure. I/We understand that time is the essence of any contract entered with you with regard to the payment.

I/We enclose a Cheque / Demand Draft No. _____ dated _____ drawn on _____,
_____ branch _____ in favour of, "Sree Swati Realty Infrastructures (India) Private Limited for
Rs. _____ ((Rupees _____)).

I/We am/are also aware that my/our application for allotment is subject to your acceptance of the offer made by me/us in this application and if my/our application is rejected by you, I/we will have no claims whatsoever and I/we will accept the refund of the Booking Amount without any interest.

I/ We also clearly understand that this application does not constitute an agreement to sell and I/ we do not become entitled to the provisional/ final allotment of a residential unit notwithstanding the fact that Sree Swati Realty Infrastructures (India) Private Limited ("Company") may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we execute a formal agreement agreeing to abide by the terms and conditions laid down therein shall the allotment become final and binding upon the Company.

Name

/o

Age

Occupation

Name of Nominee

Relationship

Signature of the Applicant

Address for Communication:

Applicant Status:

Resident Indian

Non-Resident Indian

Company

PAN No.

Passport No:

Date of Birth :

Signature of the Applicant

Power of Attorney (if Any): S/W/D/o: Age:

Power of Attorney (Contact Details) Phone: Mobile:

Power of Attorney Address :

Quantum of Loan Required Rs: Lakhs % Self Finance

Name of the Housing Financial Institution :

I/We the Applicant hereby declare that my/ our application for allotment by the Company's irrevocable and that the above particulars/information given by me/ us are true and correct and nothing has been concealed there from.

Yours faithfully

Date :

Signature of the Applicant

Place:

FOR OFFICE USE ONLY

Receiving Officer

Name :

Signature:

Date:

Residential unit No having a saleable area of , Type

2. The cost of the residential unit is as per the Annexure to this application. The cost does not include any tax paid or payable by the company/ its contractors by way of any Value Added Tax, Sales Tax, Works Contract Tax, Service tax and Educational Cess or any other tax by whatever name it is called in connection with the construction of the Project ("Taxes") which shall be proportionately paid by the Applicant.

Signature of the Applicant

3. Check list for Receiving

Officer:

- (A) Booking amount cheques/ drafts: Yes No
- (B) Customer's signature on all pages of the application: Yes No
- (C) PAN No. and copy of Pan Card/ Undertaking: Yes No
- (D) For Companies: Memorandum of Association and Articles of Association and certified copy of the Board Resolution: Yes No
- (E) For Firms: Copy of Partnership Deed and certified copy of Resolution: Yes No
- (F) For PIO's: Copy of Passport/ details of bank account/ payment only through NRE/ FCNRA A/c: Yes No
- (G) For Non Residents: Copy of Passport/ details of bank account/ payment only through NRE/ NRO A/c: Yes No
- (H) If Any

4. Remarks:

Date:

Place:

Cleared on

Signature of the Applicant

GENERAL TERMS & CONDITIONS FOR REGISTRATION OF ALLOTMENT OF A RESIDENTIAL UNIT

- The Applicant has applied for provisional allotment of a residential unit with full knowledge of the laws/notification and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her/them.
- The Applicant has/ have fully satisfied himself/ herself/ themselves with the nature of the rights, title, interest of the Company in the Project, which is to be developed by the Company as per the prevailing laws and regulations. The Applicant(s) have further understood all limitation and obligation in respect thereof.
- The Applicant(s) further agree that the application shall be accompanied by a Cheque / Demand Draft drawn in favour of the Company " Sree Swati Realty Infrastructures (India) Pvt. Ltd.". Outstation cheques shall attract bank charges, if any.
- The booking amount deposited shall be appropriated and treated as part of the total cost/consideration.
- The Applicant shall, upon hand over of the residential unit is located and if required by the Company, enter into a maintenance agreement with any association/ body/ condominium of residential unit owners/ or any other agency as may be appointed/ nominated by the Company from time to time for the maintenance and upkeep of the building/ Project and the Applicant(s) will sign and execute a separate agreement for upkeep and maintenance of the common areas and services, facilities and installations of the building in which the residential unit is located.
- The residential unit area is calculated as saleable area inclusive of plinth area and the proportionate share in common area and facilities. In addition though not forming a part of the computation of the saleable area, the Applicant shall have the ownership of undivided proportionate share of the Project land.
- While calculating the cost of construction the Company has taken into account external development charges as levied by the Government and the Applicant agree to pay any increase in the charges levied by the Government as and when demanded by the Company. In addition to the external development charges the Government may, in relation to facilities such as power, road etc. impose any additional charges, levies, cess by whatever name called and the Applicant(s) agree to pay the same either directly to the concerned authority or reimburse the Company on a pro-rata basis.
- The Company has made it clear to the Applicant that the Company shall be carrying out extensive developmental/ construction activities in the entire Project area including close to the Building where the residential unit shall be located and the Applicant have confirmed that he/ she/they shall raise no objections/ make any claims/ default in any payments relating to the residential unit on account of inconvenience, if any, which may be suffered by him/ her/ them due to such developmental/ construction activities. The Applicant further agree that all right, title and interest in such additional developmental/ construction activities shall vest solely with the Company and the Company shall be free to lease, sell, encumber, alienate or otherwise deal with the Project land and the developments in any manner as the Company may deem fit and proper and the Applicant shall not have any claim or right over the same.
- The Applicant agree and accept that the actual physical possession of the residential unit shall be handed over to the Applicant only after the clearance of total consideration and other payments and due execution and due registration of the sale deed.
- Plot/ Flat having 2 roads corner any facing 40 feet road that the same will be charges 5% of the total cost extra.
- Every effort will be made to obtain general, electrical, sanitary and water connections within the stipulated delivery date. However, no responsibility is accepted for any delay beyond the control of the Company in obtaining the services. Any expenses incurred in providing temporary supplies for the occupation of the residential unit/ premises shall be met by the Applicant.
- In case at any stage, the Applicant seeks cancellation of the Booking before signing the agreement, an amount of Rs. 25,000/- for a residential unit, will be deducted as cancellation fee by the Company and the balance amount will be refunded within 90 days from the date of receipt of information of cancellation without any interest. Similarly the Company has the right to cancel the residential unit allotment and refund the entire amount paid, without any interest, at any time before entering into an Agreement.
- No change is allowed in the names of the Applicants. All correspondence/ receipts/allotment shall be in the name of the first Applicant only. The Applicant shall get his/her complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by means of a registered letter about all subsequent changes in his/her/their address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him/her/ them at the time when those should ordinarily reach such address. The Applicant shall be responsible for any default in payment and/or other consequences might occur there from. Change of residential unit/exchange of residential unit will be treated as per transfer policy of the Company.
- The Applicant agrees to pay all Service Tax, VAT, electricity expenses and deposits, charges towards property assessment and other statutory tax, fees/charges, which are being levied or imposed by the authorities from time to time and remitted as and when demanded for. Applicant also agree to pay any increase in existing tax levies and any fresh Governmental levies, applicable during the contract period.
- The Applicant has made this application with full knowledge that the building plans, specifications of the residential unit, in which residential unit applied for

- will be located, floor plans and other terms and conditions as stated in this proposal are tentative and are liable to change, alterations, modifications, revision, addition, deletion, substitution or recast at the sole discretion of the Company as it may deem fit.
16. The Applicant agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any of the other authority or if competent authority refuses, delays, withhold, denies the grant of necessary approvals for the said residential unit or if any matters, issues relating to such approval, permissions, notices, notifications by the competent authority becomes subject matter of any suit/writ before a competent Court or due to force majeure condition, the Company after provision and/or final allotment is unable to deliver the residential unit/parking spaces to the Applicant(s) for his/her occupation and use, the Applicant agrees that the Company if it decides in its own discretion to refund then it shall be liable only to refund the amounts received from him/her/them without any interest or compensation whatsoever.
 17. Transfer/ Sale/ Nomination of residential unit to a third party by the Applicant, before handover will be subject to the Company's consent in writing, and execution of necessary sale agreement between the Company and the new Applicant. If agreed upon, transfer of residential unit will attract transfer charges according to the transfer policy of the Company prevailing at the time of transfer. The Applicant(s) shall be solely responsible and liable for legal, monetary and other consequences that may arise from such transfer/ sale/ nomination.
 18. The Applicant shall pay when demanded by the Company the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Sale Deed of the undivided share in land in favour of the Applicant. In the event of any statutory increase in the Stamp Duty and Registration Charges the same shall be solely borne by the Applicant(s). Any other dues including payments of Interest bearing payment maintenance security payable to the Company or the Maintenance Agencies as the case may be and the said charges and expenses as may be payable or demanded from the Applicant in respect of the residential unit and parking spaces allotted to him/her/them. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate a part of sale price paid by the Applicant towards the said charges and expenses and the Applicant shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the payment schedule hereof.
 19. The Applicant hereby covenants with the Company to pay from time to time and all times, the amounts which the Applicant is/are liable to pay as agreed and to observe and perform all the covenants and conditions of booking and construction and to keep the Company and its agent, representative, estate and effects indemnified and harmless against the said payment and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the Applicant.
 20. The timely payment of installments as per the payment schedule specified in the Annexure hereto is the essence of the transaction. In case of loan availed by the Applicant for purchase of the residential unit, the Applicant shall be solely responsible for all the disbursements from the Banks/Financial Institutions. It shall be incumbent on the Applicant to comply with the terms of payment and other terms and conditions of allotment failing which the allotment/ agreement shall stand cancelled and the Applicant shall be left with no lien, right, title or interest in the residential unit and he/ she/they shall forfeit to the Company the entire booking amount. The other amounts paid by the Applicant shall be refunded by the Company but without any interest or compensation of whatsoever nature. The Company may then sell, lease or otherwise deal with the residential unit as it may deem fit and at its sole discretion.
- Without prejudice to the aforesaid rights the Company may at its sole discretion waive the breach by the Applicant in not making payments as per the payment schedule and but on the condition that the Applicant shall for the period of delay pay interest @ 18% p.a.
21. The Applicant hereby authorize and permit the Company to raise finance, loans from any bank/ financial institution by way of mortgage/ charge/ securitization of receivables of in relation to the Project land and buildings including the residential unit allotted to the Applicant subject however to the residential unit being free from encumbrances at the time of execution of the agreement/ sale deed.
 22. In case of remittances/ payments/ transfer of residential unit it shall be the sole responsibility of the Non Resident Indian/ Person of Indian Origin (PIO)/ foreign companies to comply with the provisions of the Foreign Exchange Management Act, 1999 or other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India and to provide the Company with necessary permissions/ approvals where required to enable the Company to fulfill its obligations.
 23. The Applicant shall pay as and when demanded by the Company the Lifetime Club Membership fee and agrees to pay in addition the annual membership charges, maintenance charges and any other charges as may be levied from time to time and also agrees to abide by and be governed by the terms and conditions of membership and the rules and regulations as may be determined by the Company.
 24. It is clearly agreed and understood that upon execution of an agreement/ sale deed these terms and conditions contained therein shall supercede the terms and conditions set out in this Application.
 25. Any and all disputes arising out of this booking application shall be settled by mediation failing which they shall be referred for arbitration before a sole arbitrator appointed by the Company whose decision shall be final and binding upon the parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and any amendments thereto. The Applicant(s) agree that they shall have no objection if the arbitrator so appointed is an employee/ representative of the Company.
 26. All transactions are subject to Hyderabad Jurisdiction only.
I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the application. I/We shall be fully liable for any consequences in respect of defaults committed by me /us not binding by the terms and conditions contained in this application. I/we have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I /We further undertake and assure the Company in the event of cancellation of my/our final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the residential unit applied for and provisionally allotted to me/us in any manner whatsoever.
I/We further agree to abide by the terms and conditions of all permissions, sanctions and approvals etc., with regard to the development of the project. I/We also hereby give my/our unconditional acceptance to the Company to develop the project as per the approvals and also as per revised approvals, if any at a future date. Accordingly the provisional allotment of the undivided share of land is subject to change based on the revision in Floor Space Index.

Signature of the Applicant

Note: Individuals signing this application on behalf of the Applicant (Individuals/ Firm/Company/Minors) is requested to furnish the necessary proof.



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Building Lasting Relationships

Regd. Office: 5-247, S.R. Naik Nagar, IDA, Jeedimetla Hyderabad - 55.
Corp Office: C/320, B.K. Guda Park Road, S.R. Nagar, Hyderabad - 38.
Tel.: 040 - 64517998, e-mail: info@sreeswati.com, website: www.sreeswati.com