



application form

## **GARDEN BAY**

### **Application for allotment of a Unit in Garden Bay Project situated on Sitapur-Hardoi Link Road, Lucknow, Uttar Pradesh, India**

To,  
Shalimar KSMB Projects,  
Titanium, Shalimar Corporate Park,  
Vibhuti Khand, Gomtinagar, Lucknow - 226 010

Sir(s),

I/We request that I/We may be provisionally allotted a Unit\* in **Garden Bay** project situated on Sitapur-Hardoi Link Road, Lucknow, Uttar Pradesh, India:

\* Unit refers to Flat / Built-up House (Villa) / Plot / Shop as the case may be.

I /We remit/submit herewith a sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_  
only by Bank Draft/Cheque No. \_\_\_\_\_  
dated \_\_\_\_\_ drawn on \_\_\_\_\_ towards  
booking / application amount.

In the event of provisional allotment of unit by **M/s Shalimar KSMB Projects**, a Partnership Firm having its Office at Titanium, Shalimar Corporate Park, Vibhuti Khand, Gomtinagar, Lucknow - 226010 (hereinafter referred to as the 'Builder/ Developer/ Promoter'), I/we agree to pay the balance sale price and all other charges as per the payment plan opted in this application as explained to me/us by the Builder/ Developer/ Promoter and understood by me/us.

I / We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional allotment of a Residential Unit notwithstanding the fact that the Builder/Developer/Promoter may have issued a receipt in acknowledgement of the money tendered with this application and Final / Firm allotment will be made only after I/We execute and sign the Unit Buyer Agreement on the Builder/ Developer/ Promoter's standard format, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Builder / Developer / Promoter. If, however, I/We fail to execute and sign the Unit Buyer Agreement within ninety (90) days from the date of this application, my/our application for the Unit shall be treated as cancelled only at the sole discretion of the Builder/Developer/Promoter and the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the layout of the Township Project/ Building Plans are sanctioned by the competent authority.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Unit Buyer Agreement.

My / Our particulars are given below:-

**1. SOLE/ FIRST APPLICANT**

Self Attested  
recent Colour  
Photograph of  
Sole/ First  
Applicant

Mr./ Mrs./ Ms. ....

S/W/D of .....

Date of Birth: ..... Nationality: .....

Occupation:

Service ☐ Professional ☐ Housewife ☐ Business ☐ Any other .....

Residential Status:

Resident ☐ Non-Resident\* ☐ Foreign National of Indian Origin ☐ Others (please specify) .....

\*Current country of residence .....

Marital Status:

Married ☐

Unmarried ☐

Permanent Account Number (PAN No.): .....

(In case of resident Indians only. For others, please attach copy of passport/ PIO Card)

Address: .....

City ..... State ..... Country .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....

**2. SECOND / JOINT APPLICANT / NOMINEE**

Self Attested  
recent colour  
Photograph of  
Second / Joint  
Applicant

Mr./ Mrs./ Ms. ....

S/W/D of .....

Date of Birth: ..... Nationality: .....

Occupation:

Service ☐ Professional ☐ Housewife ☐ Business ☐ Any other .....

Residential Status:

Resident ☐ Non-Resident\* ☐ Foreign National of Indian Origin ☐ Others (please specify) .....

\*Current country of residence .....

Marital Status:

Married ☐

Unmarried ☐

Permanent Account Number (PAN No.): .....

(In case of resident Indians only. For others, please attach copy of passport/ PIO Card)

Address: .....

City ..... State ..... Country .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....



### 3. IN CASE THE APPLICANT IS A COMPANY / FIRM

Self Attested  
recent Colour  
Photograph of  
Authorised  
Signatory

Name of Company / Firm .....

Registered Address .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. ....

Date of Incorporation: ..... Incorporation Certificate No. ....

Nature of business of the Company/Firm .....

Correspondence Address (in case different from registered address): .....

Name of authorized signatory: .....

S/W/D of .....

Designation of authorized signatory .....

Address of authorized signatory .....

PIN ..... Email .....

Tel. No. (with STD/ISD Code) ..... Mobile No. ....

Fax No. .... Permanent Account No. of the Company/Firm .....

#### DETAILS OF THE UNIT:

Unit: Flat ☐ Villa ☐ Plot ☐ Shop ☐

Unit Type: ..... Plot Area: ..... sq.mt. / ..... sq.ft. (wherever applicable)

Built-up / Super Built-up Area: ..... sq.mt. / ..... sq.ft. (As applicable)

Block / Cluster: ..... Floor: ..... Unit No. ....

Basic Rate (Rs. per sq.mt / sq.ft.): ..... PLC Amount (Rs.): .....

Basic Sale Price (Rs.): .....

No. of Parking spaces required ..... (applicable in case of Flats only)

Club Membership Charges: .....

Payment Plan opted: Construction Linked ☐ Down Payment ☐ Other ☐

Channel Partner, (If any), Name:

(Sign and Rubber Stamp)

Telephone/ Mobile Number:

I / We the above applicant(s) do hereby declare that the above particulars given by me / us are true and correct and nothing has been concealed there from. Any allotment against this application shall be subject to the terms and conditions attached to this application form and that of the Allotment Letter / Unit Buyer Agreement, the terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors. I/We declare to inform the Builder/Developer/Promoter of any change in my/our address or in any particular / information, given above, till the booked property is registered in my/our name(s).

I/We the applicant(s) do hereby further declare that my/our application for allotment by the Builder/Developer/Promoter is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from.

Name of the Applicant(s)

Signature of the Applicant(s)

1. ....

1. ....

2. ....

2. ....

3. ....

3. ....

Date .....

Place .....

**INDICATIVE TERMS AND CONDITIONS  
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL  
ALLOTMENT OF A UNIT IN GARDEN BAY  
At Sitapur-Hardoi Link Road, Lucknow (Uttar Pradesh, India)**

The terms and conditions given below are of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Unit Buyer Agreement which upon execution shall compliment/supersede the terms and conditions set out in this application.

The Intending Allottee(s) has applied for provisional allotment of a Unit in Garden Bay project situated at Sitapur-Hardoi Link Road, Lucknow with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Builder/Developer/Promoter and understood by him/her/them.

**A. TITLE**

1. The Units (Flats/Villas/Plots/Shops) are being developed by Shalimar KSMB Projects (hereinafter be called Builder / Developer/Promoter) in its Residential Township project - 'Garden Bay', situated on Sitapur-Hardoi Link Road, Lucknow, copy of the document has been read / perused / fully understood by the intending allottee(s), who has fully satisfied himself/ herself / themselves with the contents of the same.
2. The Intending Allottee(s) has satisfied himself/herself about the interest and title of the Builder/Developer/Promoter in the land on which the said Township / Unit is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.

**B. ALLOTMENT**

1. The intending allottee(s) has/have applied for allotment of a Unit (Flat/Villa/Plot/Shop) with full knowledge and subject to all the laws/notifications and rules applicable to the city of Lucknow in general and Township project in particular which have been explained by the builder/developer/promoter and understood by him/her/them.
2. The allotment of the unit is entirely at the discretion of the builder/developer/promoter and the builder/developer/promoter has a right to reject any application without assigning any reason thereof. It is agreed that the possession of unit (Flat/ Villa/ Plot/ Shop) may not be given by the builder/promoter/developer to the allottee(s) before all payments/dues/ taxes/duties etc. are cleared by the allottee(s) at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
4. That the amount remitted by the Intending Allottee(s) alongwith the application form in favour of the builder/developer/promoter is only towards the request for allotment of a residential / commercial unit in his / her favour. The amount remitted is without any rights in favour of the intending Allottee against the Builder/Developer/Promoter.
5. That I/We (Applicants) shall be liable / responsible for any payment made from any third party account and / or any right created there from and the Builder/Developer/Promoter shall have no liability in this regard.

**C. LAYOUT & PLANS**

1. The Intending Allottee(s) has seen and accepted the plans and has applied for the allotment of the said Unit with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the said Unit and /or said Building / Villa, floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Builder / Developer / Promoter, as it may deem fit and also subject to changes/modifications by the Competent Authority. In case change in Plot Area/ Super Area / Built-up Area is less than 10%, the difference in the price of the said Unit shall be calculated at the rates agreed at the time of booking. However, in case of any major alteration/modification resulting in more than 10% change in the Plot Area/ Super Area / Built-up Area of the said Unit or material change in the specifications of the said Unit any time prior to and/or upon offer of possession, the Applicant(s) will be informed in writing by the Builder/ Developer/ Promoter of such change and the difference in the price of the said Unit shall be calculated at the current rates. The Applicant(s) agrees to inform the Company in writing his objections to the changes within thirty (30) days from the date of such notice, failing which, the Applicant(s) shall be deemed to have given his / her / their consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the stipulated time and the Builder/ Developer/ Promoter decides to go ahead with changes, then, the allotment shall be deemed to be cancelled and the Builder / Developer / Promoter shall be liable only to refund the entire money received from the Applicant(s) without any interest.
2. The allotment of the unit shall be provisional in the first instance, the builder/developer/promoter shall have the right to effect suitable and necessary alteration in the Elevation / Layout Plan of the building or block of buildings, or payment plan of units if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of the Unit, change in block/building/floor, change in number of Unit, change in dimension or change in its area etc.
3. The Applicant / Intending Allottee(s) further understand that if there is any change of policy of the government by way of circular, notification, legislation, etc., resulting in enhancement of Floor Area Ratio ("FAR") of the Project, the Builder/Developer/Promoter shall have the right to increase the constructed area of the Unit / Project by amending the planning of the project/ flats/ villas/ plots/ building and services. Builder/ Developer/ Promoter has to obtain the related approvals for the Project accordingly and the Applicant / Intending Allottee(s) shall not have any claim / objection on account of increased FAR.



#### D. UNIT BUYER AGREEMENT

After allotment of the Unit by the Builder/ Developer/ Promoter, a 'Unit Buyer Agreement' shall be executed between the Builder/ Developer/ Promoter and Intending Allottee(s) on the standard format prepared by the Builder/ Developer/ Promoter, which the Intending Allottee(s)/ purchaser has perused and agreed upon.

#### E. TRANSFER

1. The Applicant(s) agrees and confirms that any rights on the Said Unit are not assignable to any third party till the Allotment of Unit and clearance of all the dues against the unit on the date of transfer. However, after clearance of all the dues against the unit on the date of transfer, the Builder / Developer / Promoter may, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its agency/ body directions as may be in force, upon receiving a written request /completion of the formalities on the 'Company's Standard Formats' from the Applicant(s), permit the Applicant(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
2. Any liability aroused / imposed on the Builder/ Developer/ Promoter by Government Authority / Third Party, due to transfer of unit will be payable by the Allottee(s) only.
3. The transferee shall follow and abide by all the Terms & Conditions of Booking Application / Unit Buyer Agreement or any other document signed by the original Applicant.

#### F. FINANCIAL

1. The intending allottee(s) agree that He/ She/ They will pay the price of the Unit and all other charges on the basis of the saleable area / Super Area / Built-up Area / Plot Area as the case may be.
2. All payments shall be made through Cheque / Demand Draft only to be issued in favour of "SHALIMAR KSMB PROJECTS" payable at LUCKNOW.
3. That 10% of the **Basic Sale Price** of the Unit shall constitute the "**Earnest Money**". The intending allottee(s) agree(s) to pay the balance amount in accordance to the payment schedule mentioned in the Allotment Letter/ Unit Buyer Agreement. The intending allottee(s) understands that the timely payment is the essence of title transaction. In case of default in payment, the intending allottee / purchaser would be liable to pay the Builder/ Developer/ Promoter interest @18% per annum on the overdue balances. In case of non-payment of two consecutive installments or more from the schedule mentioned and agreed in the 'Allotment Letter / Unit Buyer Agreement, the Builder/ Developer/ Promoter shall have the right to cancel the allotment / Unit Buyer Agreement, and the intending allottee / purchaser would be entitled to get back the total money so paid by him without any interest before the default, but with a deduction of 10% of the Basic Sale Price (Earnest Money) of allotted unit for incidental expenses. Further the discretion for accepting the delayed payment with interest shall exclusively be that of the Builder/ Developer/ Promoter. Delay in payment by the intending Allottee will result in delay in possession for which the Builder/ Developer/ Promoter will not be responsible.
4. In the event of cancellation of unit, the intending allottee shall have no right, lien or interest on the said Unit and the Builder/Developer/Promoter shall have the sole right to sell the said Unit to any other person in its sole and absolute discretion. In case the intending allottee wants to surrender the allotment, for any reason whatsoever at any point of time, then the Builder/Developer/Promoter, in its sole and absolute discretion, may cancel/ terminate the Booking application/ Unit Buyer Agreement and after forfeiting the Earnest Money and other charges including interest towards late payment of installments as stated hereinabove, may refund the balance amount without any interest and compensation whatsoever within 90 days from the date of receiving of such a request by the Applicant.
5. In case the Allottee(s) want to avail loan facility from his/ her/ their employer or financing bodies to facilitate the purchase of said Unit, the Builder/ Developer/ Promoter shall facilitate the process subject to the following:-
  - a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - b. The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Builder/ Developer/ Promoter as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the time provisions contained in Clause F(3) as above.
  - c. In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the Builder/ Developer/ Promoter to cancel the allotment of the said Unit and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to the financing institution/ agency on receipt of such request from financing agency without any reference to the Allottee(s).
6. Expenditure on installation of the fire fighting system / generator / light / equipments / intercom or any other facility will be shared by the allottee(s) proportionately to the area of the Unit allotted.
7. Regular monthly maintenance amount to be decided by the body as per the Clause No. H (1) below for the purpose of maintenance of the project, shall be payable to the builder/ developer/ promoter, authorized agency/ nominated agency in advance from the date of completion of unit/ offer for possession/ actual possession/ sale-deed, whichever is earlier.
8. The intending allottee(s) shall additionally pay on demand to the builder/developer/promoter his/her proportionate share of the cost for external development etc., as and when demanded.
9. The intending allottee(s) agree to pay to the builder/developer/promoter extra charges on any additional facility provided by the builder/ developer/ promoter in future during construction.



10. The fire fighting system will be provided in the Group Housing building only as per the norms laid down by the competent / controlling authority. In addition, if due to subsequent legislation / Govt. order or directives or guidelines or if deemed necessary by the promoter/developer any further fire safety measures are undertaken the proportionate charges in respect thereof shall also be payable on demand by the intending allottee(s).
11. Till such time as full payment of sale price/ other charges/dues/ levies/ taxes/ duties remain unpaid and physical possession is not taken, the intending allottee(s) covenants with the builder/ developer/ promoter that he/ she shall have no objection to the builder/ developer/ promoter raising finance/loans/securities, from the financial institutions against receivable for the development / construction of his / her unit.
12. The intending allottee(s) hereby covenants with the builder/promoter/developer to pay from time to time and at all times, the amount which the intending allottee(s) is liable to pay as agreed, and to observe and perform all the covenants conditions of booking and to keep the Builder/Developer/Promoter and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the builder/ developer/ promoter may suffer as a result of non payment, non observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the builder/ developer/ promoter.
13. The builder/ developer/ promoter / financial Institution shall have first lien and charge on the said Unit for all its dues and other sums payable by the intending allottee(s) to the builder/ developer/ promoter.

#### **G. POSSESSION**

1. That the vacant and actual physical possession of the Unit shall be delivered by the Builder/Developer/Promoter to the Intending Allottee(s) at the time of execution and registration of the sale deed, after receiving all the dues/ charges/ levies/ duties and taxes with respect to the said Unit covered by Allotment Letter / Unit Buyer Agreement or any other agreement or documents executed between the 'The Intending Allottee' and 'The Builder/Developer/Promoter' as agreed by the 'The Intending Allottee' to 'The Builder/Developer/Promoter'.
2. The Unit to be allotted to the allottee(s) would be completed and its possession would be handed over to allottee(s) within the agreed time period. If no time period is agreed, the standard time period as determined by the builder will apply from the date of start of construction provided each Installment is paid in time. However an extension of 6 months will be allowed to the builder/ developer/ promoter by the allottee(s) in case it is required by the builder/ developer/ promoter.
3. The Builder/Developer/Promoter shall offer in writing to the Allottee to take over the possession, occupy and use the said Unit. Within the stipulated time mentioned in such notice the said unit shall be handed over to the Allottee for his/her/their occupation and use subject to the Allottee having complied with all the terms and conditions of the Unit Buyer Agreement and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Builder/Developer/Promoter in this regard. The Allottee shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues / charges / taxes. Any delay by the Allottee(s) in taking the possession after 30 days from the possession due date mentioned in such notice / offer of possession letter, would attract Holding Charges as specified by the Builder/ Developer/ Promoter for the delayed period. Further, besides the levy of applicable holding charges, Chowkidari charges, Maintenance Charges, other charges / property tax etc. shall also be paid by the allottee to Builder/Developer/Promoter from the possession due date and the said Unit will be handed over to the Allottee(s) on 'as is where is' basis. The Allottee(s) further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
4. It is understood and agreed that except the area of Unit sold by the builder/ developer/ promoter, rest of the area / portion (including the roof of the building in which the said flat is situated) shall remain the property of the builder/ developer/ promoter who shall be at liberty to use it either for commercial / residential purpose or for general public use as he/ they deem fit & proper.
5. The Allottee shall, after taking possession or deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to the Unit Allottee.

#### **H. MAINTENANCE**

1. The Intending Allottee(s) upon completion of the said Unit agrees to enter into a separate maintenance agreement with any Association / Body of Unit owners or any other nominee / Agency / Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the Builder/Developer/Promoter from time to time for the maintenance and upkeep of the said Township Project/Colony and the Intending Allottee undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of unit / offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the Intending Allottee is in occupation of the Unit or not. In addition to above the intending allottee shall deposit non-refundable Interest Free Maintenance Security (IFMS), calculated on Super Area / Built-up Area / Plot Area of the Unit as the case may be, with the Builder/ Developer/ Promoter or its nominated Agency as and when demanded by them.
2. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining Villas / Flats / Plots / Shops etc. or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Builder/ Developer/ Promoter may recover the expenditure incurred in the rectification from the allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Builder/ Developer/ Promoter shall be entitled to raise demand against it which shall be strictly payable by



the allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Builder/ Developer/ Promoter and its representatives indemnified in this regard.

3. The allottee(s) shall not put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or any where on the exterior of the building or common areas in which his / her / their flat is situated / Built-up Villa unless mutually agreed in writing.
4. The ownership of Club / Swimming Pool in the township shall remain with the Builder/ Developer/ Promoter and same may be transferred to any person(s) / agency for its maintenance & operation thereof. It shall be incumbent on all the Allottee(s) to become the member of the Club and to pay the Membership Fees as well as monthly subscription charges as may be determined by the Builder/ Developer/ Promoter / nominated person(s)/ Agency for smooth and proper running of club facilities irrespective of the fact whether (i) Allottee(s) is using the club or not (ii) Possession of the said Unit has been taken over or not.

#### I. DUTIES & TAXES

The total price above does not include:

1. The expenses for stamp duty etc. for execution of any legal document such as Unit Buyer Agreement, Sale Deed etc. Legal fee and other miscellaneous charges and registration charges etc. shall be borne by the allottee(s). Any penalty / fine for the delay in execution / registration of Legal Document will be solely borne by the Allottee(s) only.
2. Service Tax, VAT, GST or any other third party/ statutory taxes, fees, charges, etc. or any other Indirect Tax, if any, imposed on the Builder/ Developer/ Promoter, in future, by the government, shall also be paid by the allottee, in addition to the 'Cost of Unit and other charges' signed and agreed in the Allotment Letter / Unit Buyer Agreement.

#### J. CORRESPONDENCE

1. The intending allottee(s) shall get his/her complete address registered with the Builder/Developer/Promoter at the time of booking and it shall be his/her responsibility to inform the promoter/developer by registered letter about all subsequent changes, if any in his/her address. **In case the allottee(s) is residing outside India, he/she shall be solely responsible to comply with the necessary formalities of Foreign Exchange Regulation Act, 1973 and other applicable laws regarding remittance of payments and required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address, and the intending allottee(s) shall be responsible for any default in payment and loss suffered by the Builder/ Developer/ Promoter and such other consequences that arise due to the above.**
2. In the case there are joint intending allottee(s), all communication shall be sent by the Builder/Developer/Promoter to the intending allottee(s) whose name appears first and at the address given by him/her which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s).

#### K. FORCE MAJEURE

1. The intending allottee(s) understand(s) / agree(s) that the sale of the Residential / Commercial unit/ space is subject to force majeure clause which inter alia includes delay on account of non availability of steel and / or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with the construction agency employed by the promoter/developer, civil commotion or by the reason of war, or enemy action or earthquake or any act of the GOD or if non delivery of possession is as a result of any notice, order, rule or notification of the government or any other public or competent authority or for any other reason beyond the control of the promoter/developer and in any of the aforesaid events, the promoter/developer shall be entitled to a reasonable extension of the time for delivery of possession of the said premises.
2. The Builder/ Developer/ Promoter, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the promoter/developer, if so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever can be claimed by the allottee(s) for the period of suspension of the scheme.

#### L. GENERAL

1. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Unit Buyer Agreement shall complement/supersede the terms and conditions as set out in this Application Form.
2. It is abundantly made clear that in respect of all remittances, acquisition/ transfer of the said Unit it shall be the sole responsibility of 'Intending Allottee' to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Builder/Developer/Promoter with such permissions, approvals which would enable the Builder/Developer/Promoter to fulfill its obligations under this Application / Allotment Letter / Unit Buyer Agreement. Any refund, transfer of security if provided in terms of the Unit Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the Builder/Developer/Promoter fully indemnified and harmless in this regard. The Builder/Developer/Promoter accepts no responsibility in this regard.



3. That the intending allottee(s) has intimated to the Builder/ Developer/ Promoter that he has all the legal rights to own/ occupy property in India, on the basis of which this application has been submitted by him/ her. In case the property goes out of possession of the intending allottee(s) after its allotment, if any, or any liability / damages are imposed due to the mis-statement of the intending allottee(s) then only the intending Allottee(s) shall be responsible for the same without any liability of the Builder/ Developer/ Promoter.
4. The Builder/ Developer/ Promoter has made clear to the Applicant(s) / Allottee(s) that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the Said UNIT and that the Applicant(s) / Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental / construction activities or incidental / related activities. It is made clear by the Builder/ Developer/ Promoter and agreed by the Applicant(s)/Allottee(s) that all rights including the ownership thereof of land(s), facilities and amenities, shall vest solely with the Builder/ Developer/ Promoter and they shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi – government, any other authority, body, any person, institution, trust and / or any local body (ies) which the Builder/Developer/Promoter may deem fit in its sole discretion.
5. The Builder/Developer/Promoter reserves the right to transfer ownership of the said "GARDEN BAY" project situated at 'Sitapur-Hardoi Link Road, Lucknow, Uttar Pradesh, India' 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 Builder/Developer/Promoter in its sole discretion without any intimation, written or otherwise to the Intending Allottee and the Intending Allottee agrees that he/she shall not raise any objection in this regard.
6. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

#### M. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Builder/ Developer/ Promoter, its Agents, Employee(s), Representatives, Estate & Effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the Builder/ Developer/ Promoter, by reason of any breach or non observance, non performance of the terms & conditions contained herein by the Allottee(s) and or due to non compliance with any rules, regulations, laws as may be laid down by any Authority/Department/Government and or non-payment of municipal taxes, charges and other outgoings in respect to the said Unit. The Allottee(s) agrees to pay such losses on demand that the Builder/ Developer/ Promoter may or likely to suffer. This is in addition to any other right or remedy available to the Builder/ Developer/ Promoter.

#### N. JURISDICTION

All the disputes including all matters shall be subject to sole arbitration of the nominee of the Builder/ Developer/ Promoter whose award shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the allottee(s) / purchaser. All proceedings shall be subject to jurisdiction of Lucknow Courts only and its subordinate courts in the city of Lucknow, Uttar Pradesh, India.

#### O. DECLARATION

I/We declare that I/We have been explained every thing related to the above terms and conditions in the language known to me/us. Also I/We have agreed to abide the rules and regulations of the Builder/Developer/Promoter and shall pay further installments of the sale price including other charges demanded by the Builder/Developer/Promoter within the stipulated time period.

Name of the Applicant(s)

1. ....  
2. ....  
3. ....

Date .....

Signature of the Applicant(s)

1.  
2.  
3.

Place .....

**FOR OFFICE USE ONLY**

Whether personal details of the Applicant(s) have been completely filled up.	Yes/No
Whether booking/application amount cheque is proper and in order.	Yes/No
Whether the copy of Pan Card / Address Proof / Photograph attached.	Yes/No
Whether the Application has been accepted and unit has been allotted to Applicant(s)	Yes/No

**Details of the Unit:**

Unit: Flat ☐ Villa ☐ Plot ☐ Shop ☐

Unit Type: .....

Plot Area: ..... sq.mt. / ..... sq.ft. (wherever applicable)

Built-up / Super Built-up Area: ..... sq. mt. / ..... sq.ft. (as applicable)

Block / Cluster : ..... Floor : ..... Unit No. : .....

Basic Rate (Rs. per sq.mt / sq.ft.) : .....

Basic Sale Price (Rs.) : .....

PLC Amount (Rs.) : .....

No. of Parking spaces required ..... (applicable in case of Flats only)

Club Membership Charges : .....

Payment Plan opted : Construction Linked ☐ Down Payment ☐ Other ☐

Booked Through : Direct ☐ Channel Partner ☐

Name of the Channel Partner: .....

Remarks / Comments : .....

Booked by

Checked by

Approved by





**Shalimar KSMB Projects**

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