

PROFORMA FOR RERA REGISTRATION PURPOSES ONLY
APPLICATION FORM

RERA Registration No.:
UPRERAPRJ.....
(CROWN)

GARDEN BAY-CROWN

Application for ALLOTMENT of a Unit in GARDEN BAY-CROWN in GARDEN BAY –located at Village-Ghailla, Sitapur-Hardoi Link Road, District Lucknow, Uttar Pradesh, India.

To

Shalimar KSMB Projects.

(A Unit of the Shalimar Group)

11th Floor, Titanium, Shalimar Corporate Park

Vibhuti Khand, Gomti Nagar

Lucknow - 226 010, Uttar Pradesh, India

Sir:

I/We request for allotment of Unit No.: _____ in your above mentioned project known as **Garden Bay Crown**, being developed at Garden Bay, Village-Ghailla District Lucknow, Uttar Pradesh, India.

I/We declare that I/We are bonafide citizens of India and/or have due permission from the competent authority to invest in immovable property in India and therefore have remit/submit herewith a sum of Rs. _____ Rupees _____ only by RTGS/N EFT/Bank Draft/Cheque No. _____ drawn on _____ (Bank) towards earnest money/booking amount i.e. 10% of the sale consideration of the above mentioned Flat.

I/We agree to pay the balance sale consideration along with PLC, EDC, taxes as applicable and other charges of the said Unit as per the payment plan opted by me/us, as mentioned in this application and also as per Agreement to Sell (Performa of which is attached and, has been read and understood by me/us), to be executed later on between us.

1. _____ 2. _____

COMPANY

Signature of the Applicants (s)

I/We have fully understood and informed by the Developer that the plans of the said Unit has been passed under the provisions of Group Housing as Basement + Stilt + Ground Podium + 18 Floors, as such the Allottee(s) shall be entitled for the transfer of built up area along with proportionate land with additional right to build as per the plans approved by the development authority without changing the elevation.

I/We have seen and understood the layout and plans of the project GARDEN BAY CROWN which is the part of the layout passed by the name of GARDEN BAY CROWN, situate in the Garden Bay, Village-Ghailla, Sitapur-Hardoi Link Road, District Lucknow and fully understand that the land on which the said Unit is being built is the part and parcel of the total land of the layout passed by the development authority under the norms of Group Housing. The Allottee(s) shall only be entitled to the proportionate rights in the total land area. The Allottee(s) shall not claim any exclusive and or transferable rights over land under the plinth area and the open land provided along with the said Unit. Only the built-up area of the Unit shall be transferred by way of conveyance deed. The land shall be only available for the use by the Allottee(s).

I / We have clearly understood that this application does not constitute an Agreement to sell and I/ we do not have an indefeasible right for the allotment of the said Unit, notwithstanding the fact that Builder/ Developer/ Promoter's have issued a receipt in acknowledgment of the earnest money tendered with this application. I/We further understand that final and firm allotment will come into existence only after receipt of the 'Allotment Letter'/ 'Execution & Registration of Agreement to Sell'.

I/We agree to execute the Agreement to Sell on the Builder/ Developer/ Promoter's standard format or on the format prescribed under The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 or regulations made there under, as the case may be, within thirty (30) days from the date of receipt of the Intimation Letter by courier or registered post or e-mail sent at the below mentioned address of the sole/first applicant, thereby agreeing to abide by the terms and conditions laid down therein.

That If, however, I/We fail to execute the Agreement to Sell within thirty (30) days of the receipt of the 'Intimation Letter' by courier or registered post or e-mail sent at the below mentioned address of the sole/first applicant, my/our application for the allotment of the said Unit shall be treated as cancelled at the sole discretion of the Builder/ Developer/ Promoter's and the earnest money paid by me/us shall stand forfeited.

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1. _____

COMPANY

Signature of the Applicants (s)

I/We are making this application with the full knowledge that the layout of the Integrated Township Project/ Plans are sanctioned by the competent authority and the copies of the sanctioned plans, layout plans, along with specifications, approved by the competent authority copy whereof have been provided to me/us by the Promoter.

I/We are making this application with the full knowledge of the stage wise and time based schedule development and completion of the project i.e. **Garden Bay-Crown**, including the provisions for civic infrastructure like water, sanitation and electricity.

I/We are making this application with the full knowledge and clarity about the Title, sanctioned plan, lay out plan along with specifications approved by the competent authority, landscape plan, zoning plan, plan, service plan, parking and circulation plan, structural designs, and of various permissions which have been approved and obtained from the competent authorities or shall be approved or obtained by Builder/ Developer/ Promoter in due course, which have been shown and explained to me/us by Builder/ Developer/ Promoter's and we have examined and understood the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity etc.

I/We have received the copy of the sanctioned plans, layout plans along with specifications, approved by the competent authority, of the project named "**GARDEN BAY CROWN**", and also the copy of stage wise time schedule of completion of project, including the provisions for civic infrastructure like water, sanitation and electricity.

I/We agree to give our consent to pay for the increased area in the aforesaid Unit, in case there is increase in the built-up area/carpet area/balcony area etc. of the aforesaid Unit. Further, I/We, will also not object or raise any objection in case there is any change(s) in the layout of the Garden Bay Township

I/We have applied for allotment of a Unit with full knowledge that the allotment of the unit is entirely at the discretion of the developer/promoter and the developer/promoter has a right to reject any application without assigning any reason thereof. It is agreed that the possession of Unit may not be given by the 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.

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COMPANY

Signature of the Applicants (s)

I/We are making this application with the full knowledge and understanding that the Unit shall be offered in bare shell condition and the furniture, fixtures, modular kitchen and show items fixed in the 'Sample Unit' are not part of standard offering and are merely fixed in the 'Sample Unit' in order to give an idea for the placement of the items in the Unit. I/We will have no claim whatsoever in the aforesaid regard against the Developer/Promoter in future on the basis of any items / fixtures shown in the 'Sample Unit displayed for marketing purpose only.

I/We are making this application with the full knowledge and understand clearly that the graphical representation of green area/common area/landscape etc. in the notice advertisement or prospectus are merely Architect's imagination and may be different from the graphical representation in the notice advertisement or prospectus. I/We will have no claim whatsoever, at any time on the basis of any graphical representation in the notice advertisement or prospectus. However, all the development of the project shall be as per the sanctioned layout/plans done by the development authority.

I/we are making this application with the full knowledge and understanding that the typical plans, layouts, specifications, dimensions, locations and all other vital aspects of the project and the Apartment, are tentative and indicative in as much they are subject to such changes, alteration, modification, revision, addition, deletion, substitution or recast as may be directed by the Competent Authority and/or on account of architectural design or advise. The Company shall have the right to effect suitable alterations such as but not limited to change/alteration of plans, layouts, specifications, dimensions, locations as may be permissible and hereby give our consent to such modifications/alterations.

I/We agree to maintain the symmetry of the elevation/facade of the Unit in our future plan of construction duly approved by the development authority in order to maintain the beautification and aesthetic values of the said project.

I/We agree to abide by the terms and conditions mentioned herein and the Agreement to Sell including those relating to the schedule of payment of the sale consideration of the Unit (agreed sale price of the opted Unit) including PLC, EDC, taxes as applicable and other charges, execution of the Agreement to Sell and condition for the forfeiture of earnest money and refund.

I/We agree to pay the interest at bank rate on outstanding amount from the date upon which the amount becomes overdue in the event if applicant fails to make the payment (either as laid down

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COMPANY

Signature of the Applicants (s)

in the payment schedule or as and when raised by the builder) under the Construction Linked Plan (CLP).

I/We take full responsibility to inform the Developer about the change of my/our contact details, in case the builder is not able to contact the Allottee(s) due to the change of contact details to make balance payment in time, the Allottee(s) shall be solely responsible for the delay in making the payment and shall be liable to pay interest on the delayed payment.

I/We authorizes the developer to first adjust/realize the accumulated Interest on all the outstanding payments and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the developer).

My / Our particulars are given below:-

Affix recent
Passport size
colour
photograph
of First
Applicant

1. SOLE/ FIRST APPLICANT

Mr./ _____ Mrs./ _____ Ms.

S/W/D _____ of _____

Date _____ of Birth: _____ Nationality: _____

Occupation:

Service ☐ Professional ☐ Housewife ☐ Business ☐ Any other _____

1. ☐ _____ 2. ☐ _____

COMPANY

Signature of the Applicants (s)

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.) :

(For NRIs and Foreign National of Indian Origin, please attach copy of passport/ PIO Card also)

Address:

City _____ State _____
Country _____

PIN _____ Email _____

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

Fax No. _____

2. SECOND / JOINT APPLICANT / NOMINEE

Mr./ _____ Mrs./ _____ Ms. _____

S/W/D _____ of _____

Date _____ of Birth: _____ Nationality: _____

1. _____ 1. _____ COMPANY

Signature of the Applicants (s)

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.): _____

(For NRIs and Foreign National of Indian Origin, please attach copy of passport/ PIO Card also)

Address:

City _____ State _____
Country _____

PIN _____ Email _____

_____ Tel. No. _____

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

_____ Fax No. _____

1. _____ 2. _____

COMPANY

Signature of the Applicants (s)

Affix recent
Passport size
colour
photograph of
Owner/Director

3. IN CASE THE APPLICANT IS A COMPANY / FIRM

Name of Company / Firm

Registered Address

PIN _____ Email

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

Fax No. _____ Date of Incorporation:

GST No: _____

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 No _____

Plot Area:(In Possession) _____sq.
mt./_____sq.ft.

Built Up Area: _____sq.
mt./_____sq.ft.

Super Built Up Area: _____sq.
mt./_____sq.ft.

Basic Sale Price (Rs.): _____ PLC Amount (Rs.):

Club Membership Charges: _____

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

Channel Partner, (If any), Name:

(Sign and Rubber Stamp)

Telephone/ Mobile Number:

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COMPANY

Signature of the Applicants (s)

I / We the above applicant(s) do hereby declare that the above particulars given by me / us are true and correct and nothing material has been concealed there from. Any allotment against this application shall be subject to the terms and conditions mentioned in the Performa of Agreement for Sale attached to this application form, the terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors. I/We agree and assure to inform Builder/ Developer/ Promoter's of any change in my/our contact details or in any information, given above, till the execution of registered Conveyance Deed in my/our favour in respect of booked Unit.

I/ We the applicant(s) do hereby further declare that my/our application for allotment is irrevocable.

Name of the Applicant(s)	Signature of the Applicant(s)
1. _____	1. _____
2. _____	2. _____
Date _____	
_____	Place

INDICATIVE TERMS AND CONDITIONS

FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A UNIT IN GARDEN BAY CROWN

Part of the layout of GARDEN BAY duly approved by Lucknow Development Authority located at Village-Ghailla, Sitapur-Hardoi Link Road, District 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 Agreement to Sell / 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 allotment of a Flat/ Unit in Garden Bay Crown situated in Garden Bay, Village-Ghailla, Sitapur-Hardoi Link Road, District 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 Developer and understood by him/her/them.

A. TITLE

1. The Units are being developed by Shalimar KSMB Projects. (hereinafter be called Developer) in its Garden Bay Township Project by the name of "**Garden Bay Crown**", (herein referred to as said project) situated at Village-Ghailla, Sitapur-Hardoi Link Road, District Lucknow, India, 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. The Flats/Units are being developed over Part/Parcel and Portion of land of Garden Bay.
2. The Intending Allottee(s) has satisfied himself/herself/themselves about the interest and title of the Developer / Promoter in the land on which the said Project / 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 objections by him/her/them in this respect as he/she/they are fully satisfied and having full knowledge of the legalities and land titles of the project "**Garden Bay Crown**"

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COMPANY

Signature of the Applicants (s)

B. ALLOTMENT

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

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Signature of the Applicants (s)

C. LAYOUT & PLANS

The Intending Allottee(s) have seen, understood and accepted the plans and thereafter being satisfied have applied for the allotment of the said Unit with the specific knowledge that the allotment of the unit shall be provisional in the first instance, the Developer shall have the right to effect suitable and necessary alteration in the Elevation / Layout Plan of the unit or units, landscaping / payment plan of units if and when found necessary. The alterations may involve all or any of the following changes, namely change in the position of the Unit, change in Unit, change in number of Unit, change in dimension or change in its area etc. All such changes shall be subject to the provisions of RERA, However the allottee will not be allowed to change the external façade of the Unit and cannot raise any additional floors over the Unit.

D. BUYER AGREEMENT / AGREEMENT TO SELL (ATS)

After allotment of the Unit by the Developer, a Buyer Agreement / Agreement to Sell shall be executed between the Developer and Allottee(s) on the standard format prepared by the Developer, which the Allottee(s) /purchaser has perused and agreed upon whose registration shall be compulsory.

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 clearance of all the dues against the Unit allotted on the date of transfer. However, after clearance of all the dues against the Unit, the Developer 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's directions as may be in force, upon receiving a written request /completion of the formalities on the 'Developer'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/their place subject to such terms, conditions and charges as the Developer 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 Developer 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 / Agreement to Sell / Unit Buyer Agreement or any other document signed by the original Applicant(s)/Allottee(s) and all the consequences upon the breach of any of the terms and conditions shall be imposed on the transferee.

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Signature of the Applicants (s)

4. That in case of the death of any of the applicant, the applicant's legal heir shall have to produce the succession certificate from the competent authority/court of law for addition in the ownership of the villa/unit booked.

F. FINANCIAL

1. The intending allottee(s) agree that He/ She/ They will pay the price of the Unit allotted along with PLC, EDC, all applicable taxes as imposed by the Government and all other charges as fixed and informed by the Developer.
2. All payments shall be made through Cheque / Demand Draft only to be issued in favour of " _____ " 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/ Agreement to Sell. The intending allottee(s) understands that the timely payment is the essence of the purchase of the Villa/Unit for the transfer of the title in the name of the Allottee(s). In case of default in payment, the intending allottee(s) / purchaser would be liable to pay the Developer interest as applicable under the provisions of RERA on the overdue balances. In case of non-payment of two consecutive installments or more from the schedule mentioned and agreed at the time of booking / allotment of the unit, the Developer shall have the right to cancel the booking /allotment / Agreement to Sell / Unit Buyer Agreement, and the intending allottee / purchaser would be entitled to get back the total money so paid by him without any interest but with a deduction of 10% of the Basic Sale Price (Earnest Money) of allotted unit for incidental expenses along with the interest towards late payment of installments. Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the Developer.
4. Since the construction of Unit depends on timely payment of installments, delay in payment of any of the installment by the intending Allottee will result in delay in possession for which the Developer will not be responsible. The intending Allottee shall not be entitled for any penalty / compensation from the Developer for delayed possession on account of delay in payment of any of the installment by him/her/them and or cost of PLC, EDC, and other charges.
5. I/We agree to pay the interest as may be applicable and prescribed under the Real Estate (Regulation and Development) Act on the outstanding amount from the date upon which

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the amount becomes overdue in the event if applicant fails to make the payment (either as laid down in the payment schedule or as and when raised by the builder) under the Construction Linked Plan (CLP).

6. I/We authorizes the developer to first adjust/realize the accumulated Interest on outstanding payment and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the developer).
7. Expenditure on installation of the Fire Fighting System / generator / any other equipment / intercom or any other facility will be shared by the allottee(s) proportionately to the area of the Unit allotted.
8. Regular monthly maintenance of common areas amount to be decided by the Developer / Authorised Body as per the Clause No. H(1) below for the purpose of maintenance of the project, shall be payable to the Developer, authorized agency/ nominated agency in advance from the date of completion of unit/ offer for possession/ actual possession/ sale deed, whichever is earlier.
9. The intending allottee(s) shall additionally pay on demand to the Developer his/her/their proportionate share of the cost for external development etc., as and when demanded.
10. The intending allottee(s) agree to pay to the Developer extra charges on any additional facility provided by the Developer in future during construction.
11. The Fire Fighting System will be provided in the Unit 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 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).
12. Till such time as full payment of sale price/ other charges/dues/ levis/ taxes/ duties remain unpaid and physical possession is not taken, the intending allottee(s) covenants with the Developer that he/ she/they shall have no objection to the Developer raising finance/loans/securities, from the financial institutions against receivable for the development / construction of his/her/their unit.

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COMPANY

Signature of the Applicants (s)

13. The intending allottee(s) hereby covenants with the 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 Developer and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the developer 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 Developer.
14. The Developer / 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 Developer/ Financial Institution.
15. In the event of cancellation of unit, the intending allottee shall have no right, lien or interest on the said Unit and the Developer 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 Developer, in its sole and absolute discretion, may cancel/ terminate the Booking Application / Agreement to Sell / Unit Buyer Agreement and after forfeiting the Earnest Money for incidental expenses as well as interest towards late payment of installments, 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.
16. 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 Developer 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 Developer 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 below. Further the Allottee(s) shall also be liable to pay interest on any delayed payment due to the act of the bank which has given the loan.

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Signature of the Applicants (s)

- c. In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the Developer 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).

G. POSSESSION

1. That the vacant and actual physical possession of the Unit shall be delivered by the Developer 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 / Agreement to Sell or any other agreement or documents executed between the 'The Intending Allottee' and 'The Developer' as agreed by the 'The Intending Allottee' to 'The Developer'.
2. The Developer shall endeavor to hand over the possession of the Unit to the intending allottee(s) within the agreed time period as declared in the RERA Registration. However, an extension of 6 months shall be allowed to the Developer by the allottee(s) in case it is required by the Developer only after taking approval from the competent authority.
3. In case the Developer is unable to handover the possession of the Unit to the allottee(s) within the time period detailed herein above, the Developer shall be liable to pay the allottee(s) compensation as under the provisions of the RERA.
4. The Developer shall offer Final Demand Notice in writing to the Allottee to take over the possession, occupy and use the said Unit within the stipulated time and balance amount to be paid if any 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 Application Form/Agreement to Sell/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 Developer 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 Developer for the

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COMPANY

Signature of the Applicants (s)

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 Developer 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.

5. It is understood and agreed that as per the provisions of RERA, the undivided share in the common area would be transferred to the Association of Allottees and not to the customer / purchaser. Therefore, the area as clearly specified would be registered to the customer / purchaser of the unit. The Allottee(s) shall, after taking possession or deemed possession of the said villa/Unit, as the case maybe or at any time thereafter, have no-objection if the Developer is continuing with the construction of Project Buildings or other buildings adjoining the Villa/Unit sold to the Allottee.
6. 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 Developer constructing or continuing with the construction of Project or other building(s) adjoining the Unit sold to the Allottee.
7. In the eventuality of death of the Sole Allottee between the period of signing of allotment letter and execution of Agreement to sell and or sale Deed the successors of the deceased allottee shall have to furnish a copy of Succession Certificate dully issued by the competent court of law. However, in the case of joint allotment the unit shall be transferred in the name of joint allottee only. In case the Joint allottee after the death of the First Allottee wants to add any other person then he/she shall have to submit succession certificate and no-objection from other members arrayed in the succession certificate whose name is/are not being added in to the transfer of the said unit. All such transfers shall come into effect only after the payment of transfer charges as informed by the Developer.

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 Developer from time to time for the maintenance and upkeep of the said 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) /

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Monthly Recurring Maintenance Charges (MRMC) with the Developer 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 Unit/ Units 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 Developer 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 Developer 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 Developer and its representatives indemnified in this regard.
3. The allottee(s) shall not change the external façade, shape of the Unit, put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the Unit or anywhere on the exterior of the Unit or common areas in which his / her / their Unit / Villa is unless mutually agreed in writing.
4. The ownership of Club shall remain with the Developer 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.
5. The detailed description of the terms and conditions of the Maintenance will be incorporated in the Agreement to sell scheduled to be executed with the Prospective buyer.

I. DUTIES & TAXES

1. The expenses for stamp duty etc. for execution and registration of any legal document such as Agreement to Sell / 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. GST or any other third party/ statutory taxes, fees, charges, etc. or any other Indirect Tax, if any, imposed on the Developer in future, by the government, shall also be paid by the

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allottee, in addition to the 'Cost of Unit and other charges' signed and agreed in the Allotment Letter / Unit Buyer Agreement / Agreement to Sell.

J. CORRESPONDENCE

1. The intending allottee(s) shall get his/her/their complete address registered with the Developer at the time of booking and it shall be his/her/their responsibility to inform the Developer by registered letter about all subsequent changes, if any in his/her/their address. **In case the allottee(s) is residing outside India, he/she/they shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999** 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/they 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 Developer 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 Developer to the intending allottee(s) whose name appears first and at the address given by him/her/they 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) and the intending allottee(s) has agreed to this condition of the Developer.
3. In case of any change of contact details of the Allottee(s) for the purpose of correspondence, the Allottee(s) shall be fully responsible to inform and notify the changes in writing to the Developer.

K. FORCE MAJEURE

1. Force Majeure shall mean any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform its obligations under this Allotment Letter, which shall include.
 - (a) acts of god. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;

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- (c) strikes or lock outs, industrial dispute;
 - (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - (e) war and hostilities of war , riots, bandh or civil commotion.
 - (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions of this Allotment Letter; or
 - (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/ Said Township or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/ writ before a competent court or ; for any reason whatsoever;
 - (h) any event or circumstances analogous to the foregoing.
- (b) The Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Govt. and/ or any other authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/ Said Colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/ writ before a Competent Court and accordingly the time period required for performance of its obligations by the Company shall stand extended. If in the opinion of the Company, the above stated Force Majeure conditions continue for a considerable time, then the Company may in its sole discretion put the development of the project in abeyance and / or terminate/ alter/ vary the terms and conditions of this Allotment Letter. In case of termination, the Allottee shall be entitled to refund of the amounts deposited/paid by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment Letter.
1. The Developer, 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 Developer, if so warrants, may suspend the scheme for such a period as it may consider

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expedient and no compensation of any nature, whatsoever can be claimed by the allottee(s) for the period of suspension of the scheme.

2. Resident Welfare Association (RWA): The Developer shall on obtaining the Completion Certificate of the project from the development authority, shall with the cooperation of all the allottees form the Resident Welfare Association along with the making of the by-laws of the RWA and after the election of the office bearers, the Developer shall handover the maintenance of the project along with the transfer of all financial obligations into the account of RWA as per the Act.

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 / Agreement to sell shall compliment/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 Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application / Allotment Letter / Agreement to Sell / Unit Buyer Agreement. Any refund, transfer of security if provided in terms of the Agreement to Sell / 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/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she/they 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 Developer fully indemnified and harmless in this regard. The Developer accepts no responsibility in this regard.

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3. That the intending allottee(s) has intimated to the Developer that he/she/they have 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 misstatement of the intending allottee(s) then only the intending Allottee(s) shall be responsible for the same without any liability of the Developer.
4. The Developer 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 Developer 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 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 Developer may deem fit in its sole discretion.
5. 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.
6. The Allottee(s) shall in no circumstances shall keep or use any materials or items in the allotted Unit which in category of hazardous and banned by the Government and which may be a threat to the lives of other Allottee(s) living there.
7. The allottee(s) is aware that various Villas/Units are being allotted to various persons under uniform terms and conditions. The allottee(s) agrees that he will use said Villa/Unit for residential purpose and shall not use the aforesaid Villa/Unit for any other purpose which may or likely to cause nuisance to allottee(s) of other Unit in this Project or to crowd the passages to use it for any illegal or immoral purposes.
8. THAT to improve that colony, the Builder / Developer reserved the right to change the Lay-out / Elevation and also planning of adjoining Area / Plots. All planning are subject to

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availability of land & also area of Township may increase or decrease subject to approval by competent authority. Also Builder / Developer reserve the rights to change the use / Planning of nearby Land / Plots and facilities or utilities shown / planned.

9. THAT the Allottee/s may undertake minor internal alterations in his Unit only with the prior written approval of the Company/Concerned Statutory Authorities. The Allottee/s shall not be allowed to effect any of the following changes/alterations:

- (i) Changes which may cause damage to the structure (column, beams, slabs, etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit or common area, the Allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s Interest Free Maintenance Deposit (IFMS).
- (ii) Changes that may affect the façade or common area of the building, e.g. changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards etc. Designated spaces will be allocated for display of signboard, etc. in the interest of complex aesthetics, unauthorized display boards will be removed at the cost of the Allottee/s.
- (iii) I/We shall use/cause to be used the said Apartment unit for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Apartment unit and forfeiture of the earnest money and other dues as stated herein above and the applicant will have to compensate the company for all other losses resulting there from.
- (iv) That the applicant(s) further agree(s) that the applicant(s) shall not have any right to change the external facade/exterior of the said unit and would not put any sign-board/name-plate or any publicity material etc. on the face/façade of the said building or anywhere on the exterior of the said building or common area. Further, the applicant(s) agree(s) that the applicant(s) shall not store any hazardous, combustible goods in the said unit, parking area, terrace or any part of the said building shall not place any material in the common passage(s) or staircase, parking area etc. of the said Building. The applicant(s) agree to install the Signage, Display Board at the proper place of the building to earmark by the company of the shape and size to be decided by the company.
- (v) Making encroachments on the common spaces adjacent to the Unit.

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10. THAT the company shall provide Cable / Broadband / Telephone lines in the complex and the Allottee/s is bound to take the connection through the service provider if required by him at the charges imposed by the service provider.
11. THAT all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water etc., including security deposit for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Allottee/s
12. THAT if any misrepresentation/concealment/suppression of material facts is/are found to have made by the Allottee/s, the entire money deposited by the Allottee/s with the Company shall be forfeited and legal action for such representation/concealment/suppression may be initiated.
13. THAT the company shall have the right to raise finance from any bank/financial institution/Body Corporate and for this purpose create equitable mortgage against the land & construction or the proposed built up area in favour of one or more financial institutions and for such an act the Allottee/s shall not have any objection and the consent of the Allottee/s shall be deemed to have been granted for creation of such charge during the construction of the complex.

M. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Developer, 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 Developer, 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 Developer may or likely to suffer. This is in addition to any other right or remedy available to the Developer.

N. JURISDICTION

All the disputes including all matters shall be subject to sole arbitrator nominated by the Developer 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.

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COMPANY

Signature of the Applicants (s)

O. DECLARATION

I/We declare that I/We have been explained everything related to the above terms and conditions in detail and in the language known to me/us. Also I/We have agreed to abide the rules and regulations of the Developer and shall all the installments due in time of the total sale price including other charges demanded by the Developer within the stipulated time period.

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

1.

2. _____

2.

Date

Place

1. _____

1. _____

COMPANY

Signature of the Applicants (s)

FOR OFFICE USE ONLY

Whether personal details of the Applicant(s) have been completely filled up. Yes/No

Whether booking/application amount cheques 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) provisionally Yes/No

Details of the Unit:

Unit No.

Built _____ Up _____ Area: _____ sq.
mt./ _____ sq.ft.

Super _____ Built _____ Up _____ Area: _____ sq.
mt./ _____ sq.ft.

Block / Cluster/Tower: _____

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

Basic Sale Price (Rs.): _____

PLC Amount (Rs.): _____

Club Membership Charges: _____

External Development Charges: _____

Interest Free Maintenance Security: _____

External Electrification + Fire Fighting Equipment Charges: _____

Power Back-up Charges (if applicable): _____

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Recurring Monthly Maintenance 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 ☐

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COMPANY

Signature of the Applicants (s)

I/we Mr./Mrs/Ms.Mr./Mrs. _____(Applicant) along with co-applicant [if Applicable] Mr./Mrs._____do hereby solemnly affirm and undertake as under:

I/we have jointly applied for allotment of residential Unit No_____ in our project Garden Bay Crown, having RERA No (UPRERAPRJ_____), Village-Ghailla, Sitapur-Hardoi Link Road, District Lucknow, Uttar Pradesh, India.

I/We have gone through the marketed Brochure in brief and are fully satisfied with all the sanctioned plan/layout plan/Unit plan and other details before taking such decision.

I/We hereby undertake that we acknowledge and accept minor alternations in the areas or any other as per the Unit Plan of Unit No._____ on Floor_____as enclosed which can be done by builder/promoter in due course or in advance within the project and as provisioned under Section 14 of RERA Act 2016.

I/We hereby undertake not to raise any objection that in case there is change in the use of any material which is equally good in quality which was proposed by the builder/developer,

I/we hereby undertake that we will not drag company into any litigation/dispute arising in context to point no 2, 3 and 4 as mentioned above and shall absolve the company from any liability in this regard.

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That I/We give our consent to make additional payment if there is increase in the areas of the Flat/Unit

I/we shall solely/jointly undertake to keep company indemnified.

Annexure -1. Unit Layout plan

Annexure-2. Site Layout plan of Valencia County East

Applicant- Mr/Mrs (Name and Signature)

Co-Applicant- Mr/Mrs (Name and Signature)

Date:

Place:

Witness-1 (Name/Signature)

Witness-2 (Name/Signature)

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COMPANY



ANS DEVELOPERS PVT. LTD.

11th Floor, Titanium, Shalimar Corporate Park, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010

www.shalimarcorp.com

Promoter RERA Registration No.: UPRERAPRJ_____ | CIN : U70109MH2006PTC237856

Website link : <http://www.up-rera.in>