



### Checklist of Documents to be submitted along with the Application Form

Mandatory to affix passport size photograph in designated area's in the Application Form towards all mentioned below categories:

#### Resident of India

- Copy of PAN Card
- Photograph in all cases
- Any other document/ certificate as may be required by the Developer

#### Partnership Firm

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- In case of one of the Partner signing the document on behalf of other Partners an authority letter from other Partner authorizing the said person to act on behalf of the Firm

#### Private Limited Company

- Copy of the PAN Card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorising the signatory of the Application Form to buy property, on behalf of the Company

#### Hindu Undivided Family

- Copy of PAN Card of HUF

#### NRI/Foreign National of Indian Origin:

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

Customer's Signature: \_\_\_\_\_

Receiving Officer: \_\_\_\_\_

Application No. \_\_\_\_\_

Date \_\_\_\_\_

M/s. Spring Garden

Address: B-46, Vibhui Khand, Gomti Nagar,  
Lucknow-226010.

### APPLICATION FORM FOR ALLOTMENT OF A RESIDENTIAL PLOT IN "SPRING GARDEN"

Dear Sir,

I/We request that I/we may be registered for provisional allotment of a residential plot in "Spring Garden" (hereinafter referred to as the "Project"), project proposed to be developed by M/s. Spring Garden ("Developer") on the land parcel admeasuring approximately 20 acres situated at khasra no. 374-376,380,381,383-387,404-407,419-422, Uttardhauna, Faizabad Road, Lucknow("Land").

I/we understand that this Application relates to a plot having a tentative Area of \_\_\_\_\_ sq. mtr/  
\_\_\_\_\_ sq. yd. (approximately), tentatively bearing No. \_\_\_\_\_ Block  
\_\_\_\_\_ (hereinafter referred to as the "Plot") in the Project.

I/We agree to abide by the Basic Terms & Conditions for registration for provisional allotment of the Plot in the Project as given herein below, which I / we have read and completely understood. I/We also agree to sign and execute, as and when required, the ALLOTMENT LETTER containing detailed terms and conditions of allotment of the Plot and other related documents in the format prescribed by the Developer.

I/We agree and undertake to pay the basic sale price, preferential location charges, common area maintenance (CAM) other deposits, other charges, rates, GST other applicable taxes, cesses, levies, etc. and the applicable stamp duty, court fees, lawyer fees, etc. related to the Plot as and when demanded by the Developer.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) vide Bank Draft/ Pay Order/ Cheque No. \_\_\_\_\_

dated \_\_\_\_\_ drawn on \_\_\_\_\_

in favour of \_\_\_\_\_ being booking amount for the Plot applied for.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the allotment of Plot notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this application. It is only after valid execution and registration of agreement for sale for the Plot (hereinafter referred to as "the Agreement for Sale") as required pursuant to the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules made there under by the state government of Uttar Pradesh (collectively referred to as "RERA"), the allotment shall become final and binding upon the Developer provided that I/we continue to abide by the terms and conditions of such allotment.

If, however, I/we withdraw/cancel this application or I/we fail to sign/execute and return the Agreement for Sale for registration within the time prescribed by the Developer or fail to be present for registration of the Agreement for Sale as and when called upon by the Developer, then the Developer may at its sole discretion treat my/our application as abandoned and cancelled and the earnest money paid by me/us along with this application in the form of booking amount shall be refunded. My/Our particulars are given overleaf.

**FOR INDIVIDUALS**

**Sole/First Applicant**

Son/Daughter/Wife of

Guardian's Name (if Minor)

Address

Pincode

Date of Birth    Age   Profession

Designation  Nationality

Marital Status  Residential Status (Tick one)  Resident  NRI  PIO

Office/Business Address

Pincode

Email  Fax

Telephone   /   Mobile

Income Tax Permanent Account No.  Aadhar No.

PHOTOGRAPH

**Second Applicant**

Son/Daughter/Wife of

Guardian's Name (if Minor)

Address

Pincode

Date of Birth    Age   Profession

Designation  Nationality

Marital Status  Residential Status (Tick one)  Resident  NRI  PIO

Office/Business Address

Pincode

Email  Fax

Telephone   /   Mobile

Income Tax Permanent Account No.  Aadhar No.

PHOTOGRAPH

**Third Applicant**

Son/Daughter/Wife of

Guardian's Name (if Minor)

Address

Pincode

Date of Birth    Age   Profession

Designation  Nationality

Marital Status  Residential Status (Tick one)  Resident  NRI  PIO

Office/Business Address

Pincode

Email  Fax

Telephone   /   Mobile

Income Tax Permanent Account No.  Aadhar No.

PHOTOGRAPH

**FOR COMPANY/PARTNERSHIP FIRM/HUF**

**Applicant M/s.**

Acting through Mr./Ms.

Acting through Karta Mr./Ms.

Designation

Authority Details  Date of Incorporation

Office/Business Address

Pincode

Email  Fax

Telephone   /   Mobile

Telephone   Income Tax Permanent Account No.\*

PHOTOGRAPH

(\*Copy of PAN card is to be attached mandatorily)

**4. Details of Plot:**

(i) Plot No. \_\_\_\_\_ (ii) Block \_\_\_\_\_ (iii) Sector \_\_\_\_\_ (iv) Area \_\_\_\_\_ sq. metre

**3. Details of Pricing:**

Particulars	As per Applicable Price List	Remarks
<b>(A) Basic Cost of the Plot</b>		
Basic Sale Price (BSP) @ Rs. _____ per sq. ft.	Rs. _____	
<b>Preferential Location Charges (PLC)</b>		
12 Meter Road facing @ 5% of BSP	Rs. _____	
18 Meter Road facing @ 10% of BSP	Rs. _____	
Single Corner @10% of BSP	Rs. _____	
Park Facing @10% of BSP	Rs. _____	
Both Side park facing @15% of BSP	Rs. _____	
Both Side Road facing @15% of BSP	Rs. _____	
Double Corner @15% of BSP	Rs. _____	
Additional if any	Rs. _____	
<b>(B) Additional Cost</b>		
If any	Rs. _____	
<b>(C) Other Cost</b>		
1. Interest Free maintenance Security Charges (IFMS)	Rs. _____	
2. Two years maintenance advance (CAM)	Rs. _____	
<b>Total (A+B+C): Amount in Figure</b>	<b>Rs. _____</b>	
<b>Amount in Words: Rupees _____</b>		

I/We have perused and considered all the terms and conditions set out in this application form including its annexure to understand the legal implications arising out of this application form and have sought advice of a competent legal advisor to understand such legal implications.

I/We expressly acknowledge that the Developer has not made any representation and warranties to me/us to induce me/us to make this application and I/we have decided to make this application out of my / our own free will.

**Declaration:**

I/We do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heir(s), successor(s) and nominee(s). I/ We undertake to inform the Developer of any change in my/our address or change in any other particular or information, given above, failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Developer shall be deemed to have been received by me/us.

\_\_\_\_\_ 1st Applicant                      \_\_\_\_\_ 2nd Applicant                      \_\_\_\_\_ 3rd Applicant

**For Office Use Only**

**CHECK LIST**

- |   |  |   |
|---|--|---|
| 1. Booking Amount Cheque <input type="checkbox"/> | 2. Signed Application <input type="checkbox"/> | 3. Photographs <input type="checkbox"/> |
| 4. PAN Card/Form 60 <input type="checkbox"/>      | 5. ID/Address Proof <input type="checkbox"/>   | 6. MOA/BR <input type="checkbox"/>      |

Remarks \_\_\_\_\_

Booked by \_\_\_\_\_ Checked by \_\_\_\_\_ Approved by \_\_\_\_\_

## BASIC TERMS AND CONDITIONS

### BASIC TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF A RESIDENTIAL PLOT IN PLOTTED DEVELOPMENT TITLED SPRING GARDEN BEING DEVELOPED OVER A LAND PARCEL ADMEASURING 20 ACRES SITUATED AT KHASRA NO. 374-376,380,381,383-387,404-407,419-422, UTTARDHAUNA, FAIZABAD ROAD, LUCKNOW, UTTAR PRADESH, INDIA.

1. THAT a land parcel admeasuring 20 acres (as above) has been identified for the purpose of development under the name and style of "SPRING GARDEN".
2. THAT the intending Allottee(s) is applying for registration for allotment of the Plot in the Project and does not have any relation to the other components of the Spring Garden Project which may or may not be developed in future.
3. THAT the Intending Allottee(s) has made this application for allotment of the Plot in the Project with full knowledge of and subject to all the laws/notifications and rules applicable to the Project, which have been completely understood by the Intending Allottee(s) and all queries, if any, have been answered by the Developer to the complete satisfaction of the intending Allottee(s).
4. THAT the intending Allottee(s) expressly acknowledges that he/she/it is completely satisfied about the title, rights and interests of the Developer in the Project. The Intending Allottee(s) has applied for registration for allotment of the Plot and is fully aware of and has understood all the limitations and obligations of the Developer in relation to and in connection with the Project.
5. THAT the Intending Allottee(s) has seen and accepted relevant documents including but not limited to the DPR, plans, designs, specifications of the Project and the Intending Allottee(s) is making this application with full knowledge about the proposed specifications, location of the Plot and the Project and other terms and conditions.
6. THAT the Intending Allottee(s) agree and acknowledge that the specification/design/plans etc of the Project or the Plot may be modified by the Developer in compliance with the provisions of RERA.
7. THAT the LAYOUT of the Project has already been approved by regulatory/governmental authorities of Lucknow, Uttar Pradesh. However, the Developer may effect or if so required by any regulatory/governmental authorities or otherwise make suitable alterations in the layout plan of the Project which may include change in the area of the Plot, number of Plots, location etc. In regard to all such changes, opinion of the Developer's architects shall be final and binding on the Allottee(s) for which I/we are giving my/our informed consent by signing this application. Further, the Developer reserves the right to suitably amend the terms and conditions as specified herein and/or the Agreement for Sale in the event the Developer deems such amendment reasonably necessary in light of certain conditions imposed by any Authority/Department as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in applicable laws including RERA.
8. THAT subject to the provisions of RERA, the Developer shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when considered necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the no. of the Plot/or change in its dimensions or change in its area and to implement any or all of the above changes, appropriate document(s), if necessary, will be executed.
9. THAT the purchase price for the Plot is INR \_\_\_\_\_ and the intending Allottee(s) shall pay the entire purchase consideration of the Plot as per the Payment Plan annexed hereto as ANNEXURE A and other charges, as set out in this application form and Agreement for Sale or any other document in this regard, as and when demanded by the Developer.
10. THAT the intending Allottee(s) understands agrees and is/are fully aware that the aforesaid purchase price of the Plot is inclusive of Preferential Location Charges (PLC), excluding charges towards electrical and water connection and Common Area Maintenance (CAM), which will be applicable at the time of offer of Possession. The intending Allottee(s) further understands and agrees that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Developer pursuant to the provisions of RERA till the time they are handed over to association of plot/house owners of the Project. Further, the intending Allottee(s) understands and agrees that for availing the said facilities, services and/or amenities, the intending Allottee(s) shall sign and execute separate agreement(s) and/or terms and conditions as may be required for use of such services and amenities.
11. THAT Earnest Money shall be deemed to be the booking amount of the Plot as specified in the Payment Plan.
12. THAT the timely payment of installments as per the Payment Plan is the essence of this transaction. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of this application form and letter of allotment in respect of the Plot. Any delay in payment of installment shall entail simple interest @ 12% per annum, calculated from the due date of outstanding amount till the date when payment is received by the Developer. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 90 (ninety) days, from the due date for such payment, the Developer shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money and the intending Allottee(s) shall be left with no right or interest in the said Plot. The amount paid, if any, over and above the Earnest Money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and /or any other charges due from the intending Allottee(s). In case of such cancellation, the Developer shall be entitled to deal with the Plot as it deems appropriate and the intending Allottee(s) shall not be entitled to raise objection to the same. Also, the intending Allottee(s) shall have to abide by the process set out by the Developer post cancellation of the allotment.
13. THAT the Intending Allottee(s) agrees to pay all charges/fees as and when demanded by the Developer, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees is increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Intending Allottee(s) agrees to pay such charges directly to the government or to the Developer following a demand by the Developer. The Intending Allottee(s) agrees that the Developer shall have the first charge and lien on the Plot to the extent of unpaid amount, as above.
14. THAT all those charges, payments, levies, taxes, cess, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of this application shall also be paid by the Intending Allottee(s) as and when demanded by the Developer and shall be deemed to be a part of the purchase consideration of the Plot.
15. THAT after receipt of full consideration and other charges payable by the intending Allottee(s) and issuance of Possession Certificate by the Developer, a conveyance deed shall be executed and registered in favour of the intending Allottee(s) in the format specified by the Developer. All expenses towards execution and registration of the said conveyance deed shall be borne by the Allottee(s).
16. That the intending Allottee(s) agree not to occupy the Plot before issuance of Possession Certificate by the Developer. The intending Allottee(s) fully understands that in case the Plot is occupied by him / her before issuance of Possession Certificate by the Developer, the same shall be at his own risk, cost and consequences and under such circumstances the intending Allottee(s) shall be liable to pay such fine, penalty, charges, etc. as imposed by the concerned authorities and / or the Developer at that time.
17. THAT the intending Allottee(s) shall pay directly, or if paid by the Developer, then reimburse to the Developer, on demand, government rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future on the Project or the Plot, as the case may be, and the same shall be borne and paid by the intending Allottee(s).
18. THAT the intending Allottee(s) agrees that time is the essence with respect to the intending Allottee(s) obligations to make the payment as per the Payment Plan set out in Annexure – A along with other payments such as applicable stamp duty, registration fee and other charges that are more set out in this application form and the Agreement for Sale, to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform or observe all the other obligations of the Intending Allottee(s) under this application form and the Agreement for Sale.
19. THAT the intending Allottee(s) agrees to pay all rates, taxes, charges and assessments leviable by whatever name in respect of the Plot levied by any governmental authority / and other statutory authorities.
20. THAT the Developer shall not be responsible towards any third party making payment/remittances on behalf of the intending Allottee(s) and such third party shall not have right in the application/allotment of the Plot applied for herein in any way. The Developer shall issue receipts for payment in favour of the intending Allottee(s) only.
21. THAT the intending Allottee(s) shall also sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the Project, more specifically described in the Maintenance Agreement. The said agreement shall be executed at the time of issuance of possession letter ("Possession Certificate") of the Plot and shall spell out in detail the services and facilities to be provided and maintained in relation to the Plot and the Project.

22. THAT the intending Allottee(s) shall be construed to have taken the actual physical possession of the Plot only upon issuance of Possession Certificate by the Developer. The intending Allottee(s) further understands that the Possession Certificate shall be issued by the Developer only after clearance of all dues by the Intending Allottee(s) in respect of the Plot as per the Payment Plan.
23. THAT the intending Allottee(s) shall clear his/her/its dues within 30 (thirty) days from the date of issuance of letter of offer for possession of the Plot as per the Statement of Account sent along with the letter of offer for possession of the Plot.
24. THAT subject to the provisions of RERA, the Intending Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the Project as determined by the association of allottees. The maintenance charges for a period of 2 years in advance along with applicable GST shall be payable at the time of offer of possession of the Plot.
25. THAT the Intending Allottee(s) shall, if allotment of the Plot is made to it, shall ensure that no damage is caused to the property of other allottee(s) in the Project, common areas of the Project, equipment installed by the Developer in the Project by any action of the Intending Allottee(s).
26. THAT the intending Allottee(s) further understands and agrees that, other than the Plot, all rights of ownership of land(s), facilities, utilities, the common areas and amenities shall be vested solely with the Developer who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities and/or amenities. The intending Allottee(s) expressly undertakes not to raise any claims over such components of the Project.
27. THAT the intending Allottee(s) expressly agrees and acknowledges that, subject to the provisions of RERA, the Developer has all the rights to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary. If there is any change in the layout plan of the Project owing to which there is any increase/decrease in the area, the rate per sq. yard and other charges will be applicable to the changed area i.e. at the same rate at which the Plot was booked. If the area of Plot is reduced owing to change in the layout of the Project (fully or partially), the Developer shall adjust the extra amount received from the intending Allottee(s) towards future instalments to be paid as per the Payment Plan. In case the area of Plot is increased or the Plot becomes preferentially located due to such change in the layout of the Project, the Developer shall recover from the Intending Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be,
28. THAT, subject to any reason which is beyond the reasonable control of the Developer ("Force Majeure Event"), the Developer shall use its reasonable efforts to offer the Plot for possession to the Intending Allottee(s) within a period of **12** months from the date of execution and the registration of the Agreement for Sale. If the offer for possession of the Plot is delayed due to any Force Majeure Event, the period in which the offer for possession is scheduled to be issued pursuant to this clause, shall automatically stand extended by the period during which the Force Majeure Event was in effect. It is further agreed and acknowledged by the intending Allottee(s) that it shall not raise any claims against the Developer for delay in offer of possession of the Plot due to occurrence of any Force Majeure Event.
29. THAT subject to the intending Allottee(s) complying with the terms and conditions of allotment, if there is an unreasonable delay in offering the Plot for possession beyond the period as stipulated in Clause 31 herein above other than on account of an Force Majeure Event(s) and other similar circumstances, the Developer would pay to the intending Allottee(s) compensation in the form of simple interest @ 12% per annum on the amount paid by the Allottee(s) for the period of delay in offering the possession of the Plot beyond the agreed date. However, in such payment shall be first adjusted towards any outstanding dues of the intending Allottee(s) in respect of the Plot pursuant to this application or the Agreement for Sale and any balance after such adjustment shall be paid to the intending Allottee(s). However, in the event of any default or negligence attributable to the intending Allottee(s)' fulfilment of terms and conditions of allotment, the Developer shall be entitled to reasonable extension in delivery of possession of the Plot to the intending Allottee(s).
30. THAT if for any reason the Developer is not in a position to allot the Plot applied for, the Developer shall refund the amount deposited by the intending Allottee(s) along with simple interest @ 12% per annum for the period during which monies paid by the Allottee(s) were held by the Developer within a period of 45 days of such decision to not offer the Plot to the Allottee(s). However, the Developer shall not be liable for any other damages/compensation on this account. It is also made clear to me / us, if any interest or charges are payable by me / us to the Developer pursuant to this application, that amount shall be set off against the refund due to me / us and the balance shall be paid to me / us by the Developer.
31. THAT allotment of the Plot shall remain provisional till the time Agreement for Sale is executed and registered pursuant to the provisions of RERA.
32. THAT the intending Allottee(s) understands that the Developer shall be carrying out extensive development / construction activities in the Project over a period of time. The intending Allottee(s) understands and agrees that various structures / amenities / facilities, etc., comprising the Project, shall be completed in phases and the intending Allottee(s) agrees not to raise any objection or make claim or default in any payments as demanded by the Developer / Maintenance Agency on account of inconvenience, if any, due to such development / construction activities.
33. THAT the intending Allottee(s) may at its option raise finances or a loan for purchase and construction of structure over the Plot. However, responsibility of getting the loan sanctioned and disbursed as per the Payment Plan set out in Annexure – A hereto will rest exclusively on the intending Allottee(s). In the event of the intending Allottee(s)' loan not being disbursed, sanctioned or delayed, the Payment Plan, shall not be altered or modified by the Developer in any manner whatsoever. The Developer shall not be bound to give additional time to the intending Allottee(s) for making payment as set out in this application form or the Agreement for Sale.
34. THAT the Intending Allottee(s) undertake to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings complex on the Plot and further the Intending Allottee(s) undertaken not to create obstructions / impediments in usage of common areas, roads, green areas etc by other residents / occupants of the Project at any time.
35. THAT the intending Allottee(s) agrees and acknowledges that the Developer shall be entitled to forfeit the Earnest Money in case of non-fulfilment/ breach of the terms and conditions herein contained and those of the Agreement for Sale.
36. THAT in the event the intending Allottee(s) chooses to cancel the registration and booking of the Plot or surrenders the Plot allotted to him at any stage before the execution and registration of the Agreement for Sale, the booking amount paid by the intending Allottee shall stand forfeited.
37. THAT after the execution and registration of the Agreement for Sale, if the intending Allottee(s) does not fulfill the terms and conditions of the Agreement for Sale or surrenders the Plot allotted to him/her, the earnest money paid in respect of the Plot shall be refunded full (no deduction or forfeiture).
38. THAT the intending Allottee(s) shall become a member of the resident welfare association/society of the Project that may be formed by the plot buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
39. That the intending Allottee(s) shall take his own electric connection from Lucknow Electric supply undertaking (Government) and purchaser shall obtain a "No Objection Certificate" from the seller for its purpose.
40. THAT the intending Allottee(s) is aware that the Developer or its agents may at their sole discretion without being under any obligation and subject to such Government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the Project from any nearest river, canal, reservoir and/or any other source. The intending Allottee(s) agrees and undertakes to pay on pro- rata basis, the cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities or if paid by the Developer, reimburse the same to the Developer on demand.

41. THAT the intending Allottee(s) shall pay to the Developer or its agents as the case may be, such amount(s) and other charges for the consumption of water so supplied to the Plot based on such tariff as may be fixed by the Developer or its agents in their sole discretion. The intending Allottee(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Plot and the Developer shall have the first charge and lien on the Plot to the extent of such unpaid amount.
42. THAT in case of intending Allottee(s) who are non-residents, all compliance under Foreign Exchange Management Act, 1999 and other acts dealing with foreign exchange in India, shall be the sole responsibility of such intending Allottee(s) and the Developer shall not be held responsible for the same. Further, the intending Allottee(s) agree and undertake to make the payment of all monies pursuant to this application within the prescribed time and any delay in obtaining consents, approvals or permissions of the regulatory authorities / Reserve Bank of India / FIPB etc shall not be an excuse for not making payments hereunder or delay in making such payments. In the event of any failure on the intending Allottee(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/it shall be solely liable for any action that may be taken by the competent authorities in this regard. The intending Allottee(s) shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
43. THAT the Intending Allottee shall not sell, transfer, assign or part with his right, title, or interest, in the plot or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the developer are fully paid and the Deed of Conveyance / Sale is executed in his favour. The Intending Allottee is / or, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Developer, which may at its sole discretion permit the same on such conditions as it may deem fit. The Intending Allottee shall pay to the Developer, transfer charge as applicable from time to time for the purpose of such substitution.
44. THAT 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 in his / her / their address, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by him / her / them at the time when those should ordinarily reach such address. The Intending Allottee(s) shall not be entitled to plead that since it/they have changed its/their address, they were not aware of the of any approaching deadline for performance of any of its/their obligation(s) pursuant to this Application Form and they shall be responsible for any default in performance of any such obligation.
50. THAT the intending Allottee(s) shall comply with all legal requirements for conveyance deed of the Plot and sign all requisite applications, forms, affidavits, undertakings, etc. as required for the purpose by the Developer or any other governmental authority.
51. THAT the allotment of Plot is at the discretion of the Developer and the Developer has a right to reject any offer / application without assigning any reason. In the event the Developer decides to reject this application, the Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting this application shall be final and binding on the intending Allottee(s).
52. THAT in case of joint applicants, all communication shall be sent to the applicant whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the intending Allottee(s) and no separate communication shall be necessary to the other named applicant. The receipt of any dispatch by the Developer of any communication shall be deemed to be received by the all the joint applicants.
53. The Developer may, at its sole discretion, decide not to allot the Plot to the intending Allottee(s) or altogether decide to put at abeyance the Project itself for which the intending Allottee(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking amount being received by the Developer with the application from the intending Allottee(s). Further, the provisional and/or final allotment of the Plot is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
54. THAT the intending Allottee(s) expressly agrees and acknowledges that the Developer will base its decision, as to whether or not to allot the Plot to the intending Allottee(s), based on the assurance given by the intending Allottee(s) regarding timely performance of its/their obligations in this application form and any breach by the intending Allottee(s) in performance of its/their obligations herein under shall be a serious breach of the assurances given in this application form which will entail consequences specified elsewhere in this application form.
55. THAT the Intending Allottees shall indemnify and keep the Developer, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the intending Allottee(s) as mentioned in the Application and the Agreement for Sale.

56. THAT the Intending Allottee agrees that the Developer shall have the right to transfer ownership of the Scheme in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/ disposal/or any other arrangement, as may be decided by the Developer without any intimation, written or otherwise to the intending Allottee and the Intending Allottee shall not raise any objection in this regard.
57. THAT the Allotment of the Plot shall be subject to strict compliance of the Community rules and regulations that may be made by the Developer for occupation and use of the Plot more specifically set out in the Agreement.
58. THAT the Intending Allottee agrees that in event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Intending Allottee(s) and the Developer shall be referred to a sole arbitrator to be appointed by the Developer whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at Lucknow only. Subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this application form or the transaction contemplated herein.
59. THAT the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sale of the Plot and may further be supplemented and / or amended by the terms and conditions of allotment as mentioned in the, AGREEMENT TO SELL and thereafter in the CONVEYANCE DEED.
60. I/We, the intending Allottee(s) herein do hereby declare that the above terms and conditions have been read and understood by me / us and the same are acceptable to me / us. I / We the intending Allottee(s) herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein.

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1st Applicant

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2nd Applicant

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3rd Applicant

**Note:**

1. Cheques/Demand Drafts to be made in favour of "Spring Garden."
2. Allotment to Non – Resident Indians/Persons of Indian Origin shall be subject to the exchange control laws of India.
3. All amounts received from intending allottee(s) other than Resident Indians shall be from NRI Foreign Currency Accounts.
4. For Non-Resident Indians/Persons of Indian Origin/all remittances, acquisition/transfer of the said PLOT is in compliance with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other statutory enactments shall be their own sole responsibility.

