

KAHLON EMPORIUM – 1

Office : Sector – 11-B, Vrindavan Scheme – 3,

Rae Bareli Road, Lucknow

APPLICATION FORM

I/We the undersigned request that an office/shop/car parking may be allotted to me/us as per the firm's terms and condition which I/We have read and understood and shall abide by the same as stipulated by your firm.

I/We further agree to sign and execute any necessary agreement as and when desired by the firm on the firm's standard format. I/We have in the meantime signed the salient terms and condition of sale attached to his application.

I/We remit here with a sum of Rs. _____ (Rupees _____
_____) By bank draft/cheque No _____ Drawn on
_____ Bank payable Lucknow as part of earnest money, as mentioned in the price as part
of earnest money the project.

(All draft and cheques to be made in favor of Kahlon Emporium Account 125905000612)

I/We agree to pay further installment of sale price as stipulated/called by the firm and the other charges as and when called for.

My/Our particulars as mentioned below may be recorded for references and communication.

1. Application (Sole/First) _____
S/W/D of _____ Nationality _____

2. Second Applicant Name _____
S/W/D of _____ Nationality _____

Local Address (if any) _____

_____ Pin Code _____

Telephone No _____

Fax No _____

E-Mail _____

Mobile _____

Communication Address _____

_____ Pin Code _____

Telephone No _____

Fax No _____

E-Mail _____

Mobile _____

3 Pan No & Aadhar _____

4 Residential Status : Resident Indian Non Resident Indian

5 Payment Plan : Down Payment Installment

6 Details of Unit Purchased:
a) Name of project : _____
b) Type of Unit : _____
c) Unit No : _____
d) Area : _____
e) Value : _____

7 Car Parking Space : Open Covered

8 Storage Space : Yes No

9 Booking : Direct Through Dealer / Agent

10 If through Dealer / Agent give details

Name _____

Address _____

_____ Pin Code _____

Telephone No _____ PAN _____

E-Mail _____ Mobile _____

Declaration :

I/We the undersigned (Sole/First and Second Applicant) do hereby declare that the above mentioned particulars/informations given by me/us is true and nothing has been concealed therefrom.

Yours faithfully.

Signature of the Applicant(s)

Place _____

Date _____

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has applied for allotment of a commercial shop / office full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Firm and understood by him/her.
2. The intending allottee(s) has fully satisfied himself/herself about the interest and the title of the Firm in the said land in which the unit will be constructed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has accepted the plans, designs, specifications which are tentative and are kept at the Firm's offices and agrees that Firm may effect such variations, additions, alterations, deletions and modifications there in as it may, in its sole discretion deem appropriate and fit or as may be done by any competent and authority and the intending allottee(s) hereby gives his/her consent to such variation/addition/alteration and modification.
4. The firm shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit change in its number, dimensions, height, size, area layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the firm, who may in its sole discretion, permit the same on such terms as it may deem it.
6. The intending allottee(s) agrees that he/she shall pay the price of the unit and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/cheques drawn upon and payable at Lucknow only.
7. The External Development charges for the external services to be provided by the U.P. Government will be charged extra as laid down by the U.P. Government and in case of any increase in these charges in future the same shall be paid by the intending allottee(s) as and when demanded by the Firm.
8. The Firm and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be to the extent of 20% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of these terms and conditions and those of allotment letter/agreement also in the event of failure by the intending allottee(s) to sign the allotment letter/agreement within the time allowed by the firm.
9. The time of punctual payment of installment is the essence of this contract it shall be incumbent on the intending allottee(s) to be firm with the term of payment and other terms and conditions of sale failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payments and the firm reserve its right to forfeit the earnest money in event of irregular /delayed payments/non fulfillment and the allotment may be cancelled at the discretion of the firm.
10. At present the safety measure have been provides as per existing fire code/regulation.
11. The intending allottee(s) agrees to reimburse to the firm or to the occupants welfare body and to pay on demand all taxes, levies or assessments whether levied now or liveable in future on land and/or the building as the case may be from the date of allotment.
12. The firm shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per instalment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable upto up to the date of possession according to the intending allottee(s) who shall within 30 days thereof remit all dues and take possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
13. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and and up keeping the complex and providing the various service as determined by the firm or its nominated agency and as and when demanded by the firm its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agrees and consents to this arrangement and will not question the singly or jointly with other buyers.
14. The sale Deed shall be executed and got registered in favor of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her full price and other connected charges cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the firm, stamp duty and registration charges/mutation charges and all other incidental and legal expenses for execution and registration of sale deed/mutation of the unit in favor of the intending allottee(s).
15. The intending allottee(s) shall get his/her complete address registered with the firm at the time of booking and It shall be his/her responsibility to inform the firm by registered A/D letter about all subsequent changes, If any, In his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by his/her at the time when those should ordinarily reach such address and the Intending allottee(s) shall be responsible for any default in payment and other consequences that might occur the reform. In all communications the reference of property booked must be mentioned clearly.
16. The firm shall have the first and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the firm.

17. Unless a conveyance deed is executed and registered the firm shall for all intents and purposes continues to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
18. The allotment of the unit is entirely at the discretion of the firm.
19. The intending allottee(s) undertakes to abide all the laws, rules and regulations or any law as may be made applicable to the said property.
21. Lucknow Courts alone shall have jurisdiction in all the laws, rules and regulations or any law as may be made applicable to the said property.
22. The intending allottee(s) agrees to pay the total basic sale price and other charges of unit as per the payment plan (Down payment/Installment Plan) opted by him/her.
23. The allottee shall not use the premises for any activity other than the use specified for.
24. The intending allottee(s) agrees all communications shall be sent by the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has agreed to this condition of the firm.
25. The intending allottee(s) agrees that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the firm, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearnances from statutory body, or if non delivery of possession is as result of any notice, order, rules or notification of the Government and/or any other public or competent authority or of any other reason beyond the control of the firm and in any of the aforesaid event the firm shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.
26. The firm 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, beyond the control of the firm, so warrant the firm may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme.
27. In consequence of the firm abandoning the scheme. The firm's liability to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.
28. I/We have fully read and understood the above mentioned terms and conditions and agree to able by the same.

Signature of the Applicant(s)

Place _____

Date _____