



unit buyer agreement

UNIT BUYER AGREEMENT

This AGREEMENT is made at Lucknow on this _____ day of _____ between

M/s. Shalimar KSMB Projects, a partnership firm duly formed and registered under Partnership Act, 1932, having its Head office at 6th Floor, Titanium, Shalimar Corporate Park, Plot no. – TC/G-1/1, Vibhuti Khand, Gomtinagar, Lucknow -226010 (U.P) through its authorized signatory Shri/Smt. _____ D/S/W/o Shri _____ R/o _____

(hereinafter referred to as the 'DEVELOPER FIRM' which expression shall unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the ONE PART.

And

1. Sri/Smt./Km. _____ son/ wife/ daughter of Sri _____ Resident of _____
2. Sri/Smt./Km. _____ son/ wife/ daughter of Sri _____ Resident of _____
3. Sri/Smt./Km. _____ son/ wife/ daughter of Sri _____ Resident of _____

(hereinafter singly or jointly as the case may be referred to as the "Allottee/s") which expression shall unless repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, legal representatives, administrators, executors and assigns) of the OTHER PART.

WHEREAS

- a) That the recitals, annexure /and schedules to this agreement shall form an integral part of this Agreement.
- b) In this Agreement, unless the context otherwise requires:
 - Heading are for convenience only and shall not affect interpretation
 - Words denoting the 'singular' number shall include the 'plural' and vice versa
 - Words denoting any gender shall include all gender.
 - Words denoting persons shall include bodies of persons and corporation and vice versa
 - Where a word or phrase is defined, other part of speech and grammatical forms of that word or phrase and cognate expressions shall have corresponding meaning.
 - Reference to any Party shall include the party's successors and permitted assigns.
 - Documents executed pursuant to this Agreement-form part of this Agreement.
 - Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and writing all means of reproducing words in a tangible and permanently legible form.
 - Reference to this Agreement to 'Recitals' and 'Clauses' are to the recitals and clauses of this agreement.
 - If there is any conflict in interpretation of two or more clauses of this Agreement, the same shall be interpreted harmoniously.

The DEVELOPER FIRM is developing a Residential Township namely "GARDEN BAY" at I.I.M. Road, Village Ghaila & Ali Nagar, Lucknow on a freehold land as per the plan approved by Lucknow Development Authority, Uttar Pradesh, and the prescribed authority in which, it has developed some Group Housing Flats in the project known as "Garden Bay Heights".

The Allottee/s has/have applied to the DEVELOPER FIRM for the allotment of a FLAT in the Project "Garden Bay Heights".

The Allottee/s has/have been provided by the DEVELOPER FIRM all the relevant information, documents, approvals, permissions, license, plans, lay out site map and such other credentials with respect to the ownership, right, interest, competency and the basic infrastructure facilities to be provided in the Project. The Allottee/s has/have confirmed that he/she/they have examined the said documents, plans, site map etc. and is/are fully satisfied in all respect with regards to the rights, title and interest of the DEVELOPER FIRM in the land on which the Project is being developed and have understood all limitations and obligations of the DEVELOPER FIRM in relation to the Project.

The Allottee/s has/have confirmed to the DEVELOPER FIRM that it is entering into this Agreement with full knowledge of all the Laws, Rules, Regulations, Notifications etc. applicable to the Project and in particular, of the terms and conditions of allotment of the said FLAT issued by the DEVELOPER FIRM and that he/she/they have clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of the Agreement. The Allottee/s has/have relied solely on his/her/their own judgment while deciding to execute this Agreement.

The DEVELOPER FIRM is relying on the confirmations, representations and assurance of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has/have accepted, in good faith, its application to allot said FLAT in the Project on the terms and condition appearing hereinafter.

It is only after Allottee/s sign/s and execute/s this Agreement to be issued to the Allottee simultaneously on execution of this Agreement, only then the allotment shall become final and binding upon the Developer firm. If, however, the Allottee/s fail/s to execute and return one copy of this Agreement within 30 days from the date of its dispatch by the DEVELOPER FIRM, then the allotment shall be treated as cancelled only at the sole discretion of the DEVELOPER FIRM and the Earnest Money (defined hereafter) paid by Allottee/s, shall stand forfeited. Further, this Allotment shall be automatically cancelled, if the booking amount Cheque is not realized on its presentation with Bank.

NOW THEREFORE, THIS AGREEMENT IS WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS UNDER:

(A) DEFINITIONS

- 1) **"Basic Infrastructure Work"** shall mean the internal roads connecting to the public road, provisions of Sewer line/Water supply line/Electricity line/Storm water drains outside the said FLAT.
- 2) **"Common Areas"** includes the corridors, staircase, Lift, Parking area, internal roads, utility corridor, landscaping, greenery and green spaces to be provided by the DEVELOPER FIRM in the Project as per the sanctioned lay-out.
- 3) **"Chowkidar /safe keeping charges"** means the charges towards guarding their said FLAT against encroachment/trespassing by the third party(s), in case Allottee/s fails to take actual and physical possession of the said FLAT after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the said Unit.
- 4) **"Project"** means Residential Group Housing developed by the DEVELOPER FIRM popularly known as "Garden Bay Heights", developed/to be developed in the Town ship known as GARDEN BAY, at Ghaila & Ali Nagar, I.I.M Road, Lucknow duly approved from Lucknow Development Authority.
- 5) **"Earnest Money"** means an amount equivalent to 10% of the Basic Price of the said Unit.
- 6) **"Holding Charges"** means the administrative expenses of the DEVELOPER FIRM to hold the said Unit, if the Allottee/s fail/s to take the actual and physical possession of the said FLAT after expiry of 30 days from the date of offer of possession.
- 7) **"Preferential Location Charges"** means Unit facing the Swimming Pool, Facing the Club, Facing the Green area.
- 8) **"Preferential Floor Charges"** means Unit on preference floor.
- 9) **"Person"** means any individual, Company, Corporation, partnership, Government or governmental authority or agency or any other legal entity.
- 10) **"MRMC"** means monthly recurring Maintenance Charges
- 11) **"LSMD/IFMS"** means Lump sum Maintenance Deposit/ Interest Free Maintenance Security.

12) "SUPER BUILT AREA" means carpet area plus proportionate common area

13) "BUILT UP AREA" means Constructed area of the sold FLAT.

(B) ALLOTMENT

1. The intending allottee(s) has/have applied to the DEVELOPER FIRM for the allotment of a FLAT no. on floor in Tower measuring about sq. ft. (Super Built up Area) in the aforesaid "Garden Bay Heights" at L.I.M. Road, Ghaila, Lucknow (herein referred to as a said project) more and fully described at the foot of this agreement, for a total sales consideration of Rs. /- (Rupees) and other charges (as applicable, which are payable as and when demanded by the Developer Firm) calculated on the basis of super built-up area, which is understood to include pro rata share of the common areas in the Project as detailed in Annexure-A, with full knowledge and subject to all the laws/notifications and rules applicable to the city of Lucknow in general and Township project in particular which have been explained by the Developer and understood by him/her/them.
2. That the amount remitted by the Intending Allottee(s) alongwith 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.
3. That I/We (Applicants) shall be liable / responsible for any payment made from any third party account and / or any right created there from and the Developer Firm shall have no liability in this regard.

(C) PAYMENTS

- 1) Timely payment as indicated in the payment plan is the essence of the allotment. If any installment/payment as per the schedule is not paid when it becomes due, the DEVELOPER FIRM will charge interest at the Bank Lending Rate not exceeding 18% per annum on the overdue balances for the delayed period. However, if the same remains in arrears for more than two consecutive months, the allotment will automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien on the said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest / compensation. However, without prejudice the developer firm's rights as aforesaid, in exceptional and genuine circumstances, the DEVELOPER FIRM may, at its sole discretion, condone the delay in the payment exceeding two months by charging penal interest as mentioned above on the delayed amount for the delayed period along with restoration charges as per the DEVELOPER FIRM policy and restore the allotment of the said FLAT in case said FLAT has not been re-allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.
- 2) It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payment till date and then, sequentially against the earliest payment due. If after such adjustment, there still remains some default of more than 2 months, it will be a fit case for cancellation of the allotment.
- 3) The refund after deduction of the Earnest Money shall be out of the sale-proceed from the re-allotment of the said Unit. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- 4) For the Units of preferential location charges (herein after referred to as "PLC") and preferential floor charges (herein after referred to as "P.F.C.") as applicable, shall be payable by the Allottee/s.
- 5) The Allottee/s has/have specially agreed that if due to any change in the layout plan, the said plan ceases to be in a preferential location, the DEVELOPER FIRM shall be liable to refund only the amount of PLC paid by the Allottee/s without any interest, damages and /or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to change in the lay out plan, the said FLAT becomes located at Preferential Location, then the Allottee/s shall be liable to and agree to pay as demanded by the DEVELOPER FIRM additional PLC as applicable.
- 6) The Allottee/s understand/s and agree/s that in case he/she/they, at any time request for cancellation of the allotment of the said Unit, the DEVELOPER FIRM shall have right at its sole discretion to accept/reject request for cancellation. It is further understood and agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money, and the balance, if any, will be refunded without any interest, claim etc. provided that the basic price of said FLAT (as applicable then), upon its re-allotment to any person is received. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delayed period from the Allottee.

- 7) In case, the Allottee/s want/s to avail a loan facility from his/her/their employer or financing body to facilitate the purchase of the said Unit, the DEVELOPER FIRM shall facilitate the purchaser subject to the following :
 - a) The terms of the financing body shall exclusively be binding and applicable upon the Allottee/s only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per Developer firm's payment Schedule 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 delay, the payment of the Developer firm, as per schedule, shall be ensured by the Allottee/s, failing which, the Allotment shall be governed by the terms provisions contained in Clause C(1) as above.
 - c) In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the 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)
- 8) Service tax on construction / development of the Project /said FLAT will be separately and proportionally borne by the Allottee/s over and above Basic price.
- 9) The electrification & meter charges etc. for supplying the electricity to the respective unit shall be borne by the Allottee/s.
- 10) 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.
- 11) The documentation charges and other legal charges for the purposes of booking/ allotment/ execution and registration of the sale deed of the allotted shall be borne by the Allottee/s.
- 12) Various governmental taxes and charges which may be imposed time to time shall be borne by the Allottee/s on pro rata basis. (Proportionality)
- 13) The fire fighting system will be provided in the Group Housing building 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).
- 14) Till such time as full payment of sale price/ other charges/duties/ levies/ 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.

(D) CONSTRUCTION OF UNIT

- 1) The completion of the said FLAT will be subject to Force Majeure Conditions (defined hereafter) and timely receipt of the entire cost & other payments as per the terms of the allotment. However, if the Allottee/s opt's to pay in advance of schedule, suitable discount may be allowed but the completion schedule shall remain unaffected
- 2) In case, the said FLAT is omitted due to change in the plan or the DEVELOPER FIRM is unable to allot or handover the same to the Allottee/s for any reason, whatsoever, beyond its control, the DEVELOPER FIRM may offer an alternative Unit approximately of the same type/specification and in the event of non-acceptability by the Allottee/s or non-availability of alternative Unit, the DEVELOPER FIRM may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s whatsoever. The Allottee/s irrevocably agrees not to raise any demand/claim against the DEVELOPER FIRM on account of not providing the said FLAT or alternate Unit
- 3) The Intending Allottee(s) has seen and accepted the plans and has applied for the allotment of the said Unit with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the said Unit and/or said Building/ Villa , floor plans and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or rectify at the sole discretion of the Developer, as it may deem fit and also subject to changes/modifications by the Competent Authority. In case change in Super Built-up Area is less than 10% the difference in the price of the said Unit shall be calculated at the rates agreed at the time of booking. However, in case of any major alteration/modification resulting in more than 10% change in the Super Built-up Area of the said Unit or material change in the specifications of the said Unit any time prior to and/or upon offer of possession, the Applicant(s) will be informed in writing by the Developer of such change and the difference in the price of the said Unit shall be calculated at the current rates.

The Applicant(s) agrees to inform the Developer in writing his/her/their objections to the changes within thirty (30) days from the date of such notice, failing which, the Applicant(s) shall be deemed to have given his / her / their consent to all the alterations/modifications. If the Applicant(s) objects to such change in writing, within the stipulated time and the Developer decide to go ahead with changes, then, the allotment shall be deemed to be cancelled and the Developer shall be liable only to refund the entire money received from the Applicant(s) without any interest.

- 4) The built up area of the said FLAT shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Unit. Built up area will include 100% of balcony area.
- 5) The lay out plan in respect of the Project as shown in the sales literature being indicating only may be revised at the discretion of the DEVELOPER FIRM without any objection from the Allottee/s. The lay out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, super built up area of the said FLAT is changed, the DEVELOPER FIRM shall be liable only for cost adjustment arising out of area variation as above mentioned and PLC adjustment.
- 6) The specifications as shown in the specification sheet are indicative only and that the DEVELOPER FIRM may on its own provide additional/better/suitable specifications and / or facilities other than those mentioned in the specifications sheet or sale brochures due to any reasons like technical reasons or overall betterment of the Project/said FLAT or reasons of non-availability. The change up to 10% increase / decrease shall be proportionately paid/ adjusted and if it is increased beyond 10% the allottee/s shall be at liberty to get his/her/their allotment cancelled and on such cancellation, the interest free deposited amount shall be refunded.

(E) POSSESSION

- 1) That upon completion of construction of the said FLAT excluding Final Finishing (defined herein below), the DEVELOPER FIRM shall issue a written offer of possession /final demand notice (FDN) to the Allottee/s. **"Final Finishing"** means & include painting (internal & external), polishing fixing of CP fitting, fixtures, fixing of flooring, cleaning etc. It is understood and agreed by the Allottee/s that the final finishing of the said FLAT will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- 2) The possession of the said FLAT will be given after execution of Transfer/Sale-deed, subject to (a) Force Majeure Conditions, (b) acquiring all certificates and approvals from the concerned governmental and municipal authorities necessary to hand-over possession of the said FLAT to the Allottee/s and (c) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including Lump Sum Deposit for Maintenance/IFMS, MRMC (defined hereinafter) and stamp duty and other charges etc. to the Developer firm.
- 3) The Allottee/s has/have to make up to date payment of all dues within 30 days of written offer of possession or Final demand Notice (FDN). Further, the Allottee/s has/have to take possession of their said FLAT within 30 days of the written offer of possession or Final Demand Notice (herein mentioned as "said period") from the DEVELOPER FIRM failing which, the said FLAT will be at the risk and cost of the Allottee/s. In other words, possession of the said FLAT shall become due on the date of expiry of said period (hereinafter referred to as **"Possession Due Date"**). The Allottee/s understand/s and agree/s that the LSMD/IFMS, MRMC (defined hereinafter), Holding charges, Chowkidari charges, other charges etc., as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee/s take/s possession of his/her/their Unit.
- 4) The Allottee/s understand/s and agree/s that he/she/they shall have to take the physical possession of the allotted FLAT within 30 days from the due date of possession and the developers shall hold its possession up to 60 days only and the allottee/s shall pay the holding charges, LSMD/IFMS & MRMC etc.. In case the allottee/s fail/s to take the physical possession within 30 days he/she/they shall be liable to pay holding charges/LSMD/IFMS/MRMC etc. till the date of failing over the possession by the allotted FLAT actually but developers shall not be hold responsible to takes ease of the allotted unit beyond 30 days.
- 5) Upon the Allottee/s taking over the possession of the said Unit, the Allottee/s shall not raise any dispute and / or make any claim, whatsoever in respect of the said FLAT against the DEVELOPER FIRM and shall be entitled to the use and occupy the said FLAT for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has/have cleared all dues and the sale/Transfer deed has been executed and registered in his/her/their favor.
- 6) The Allottee/s agree/s and understand/s to sign the standard format of possession document/s, Maintenance Agreement etc.

as and when called upon to sign by the DEVELOPER FIRM and shall abide by its terms and conditions. The Allottee/s shall pay the charges towards insurance, LSMD/IFMS, MRMC, stamp duty and other charges under various heads mentioned herein shall become due immediately.

- 7) It is understood and agreed that except the area of Unit sold by the Developer, rest of the area / portion (including the roof of the building in which the said FLAT is situated) shall remain the property of the Developer who shall be at liberty to use it either for commercial / residential purpose or for general public use as he/ they deem fit & proper.
- 8) The possession date of the said FLAT as agreed upon is only indicative and the DEVELOPER FIRM may offer possession before that, and in case of early possession, the balance installment/s and other charge/s under various heads mentioned herein shall become due immediately.
- 9) The Allottee/s shall pay in respect of his/her/their said FLAT all charges payable to various service provider by the DEVELOPER FIRM (as may be applicable) for obtaining service connections like electricity, telephone etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the DEVELOPER FIRM pays these similar charges in bulk to any public or private agency then, it shall be liable to recover the same on pro rata basis from the Allottee/s.
- 10) If the DEVELOPER FIRM provides infrastructure for Broad band, wi-fi, Telephone, Cable Wires etc., the DEVELOPER FIRM shall be entitled to recover the cost on pro rata basis from the Allottee/s.
- 11) The Developer shall endeavor to hand over the possession of the Unit to the intending allottee(s) within the agreed time period. If no time period is agreed, the standard time period of 36 months from the date of start of the construction of the Tower/Building shall apply provided each Installment is paid by the intending allottee(s) in time. However, an extension of 6 months after 36 months will be allowed to the Developer by the allottee(s) in case it is required by the Developer.
- 12) 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), after the due date, monthly rent calculated on the basis of annual rentals as per the Government rates for the area in which the said project is located.
- 13) The construction of the said FLAT is likely to be completed within the period as given in price list of commencement of construction of the particular Block in which the said FLAT is located with a grace period of 6 months subject to receipt of requisite building/revised building plans/other approvals & permissions from the concerned authorities. Force Majeure Conditions, restraints or restrictions from any Courts/authorities, non-availability of building materials, dispute with contractors/ work force etc. and circumstances beyond the control of the DEVELOPER FIRM & also subject to timely payments by the Allottee/s in accordance with the terms hereinafter contained. No claim by way of damages/compensation shall lie against the DEVELOPER FIRM in case of delay in handing over of possession on account of the aforesaid reasons.

(F) MAINTENANCE

- 1) On completion of the structure work of said FLAT and / or offer of possession or Possession Due Date (defined hereinbefore) of said Unit, whichever is earlier.
- 2) On completion of the building/ allotted unit, until Possession Due Date, the DEVELOPER FIRM shall give offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (LSMD/IFMS) for the maintenance and upkeep of infrastructure installation like lifts, water supply, firefighting system etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.
- 3) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD/IFMS, and if interest earned on LSMD/IFMS falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the DEVELOPER FIRM or association, as the case may be.
- 4) Apart of LSMD/IFMS, a monthly recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running of maintenance of common services and spaces of the complex like running of lift, like power consumption and cost of the liftman, supply of drinking water i.e. electric bill of water pumps and cost of pump operator, light in common areas (stairs) corridors, parking, parks etc.) i.e. electric bills and replacement/repairing of minor defects, cost of sweeper, Gardner, security personnel's, maintenance of sewerage system or any other facility of common nature.
- 5) The monthly recurring maintenance charges (MRMC) shall be payable from the date of Possession Due Date or offer of possession, whichever is earlier, irrespective of fact whether possession of Unit has been taken over or not. This shall be collected by post dated monthly cheques for an initial period of 24 Months at the time of possession & in no circumstances; the Allottee/s shall stop payment of these P.D.C. (Post dated Cheques).

- 6) 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 (LSMD/IFMS), calculated on Super Built-up Area of the Unit as the case may be, with the Developer or its nominated Agency as and when demanded by them.
- 7) The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining FLATs 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.
- 8) The allottee(s) shall not put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his / her / their FLAT is, unless mutually agreed in writing.
- 9) The allottee(s) use the said FLAT for lawful purpose and shall be free to let out the said FLAT to anyone of his own choice. It has specifically residential purpose and not for any commercial or official purpose.
- 10) Commencing from the date notified by the DEVELOPER FIRM for taking over possession of said FLAT as aforesaid, the Allottee/s agree/s to pay the DEVELOPER FIRM or its maintenance agency, MRMC on the basis of size of their said FLAT the Allottee/s understand/s and agree/s that MRMC may be enhanced by the DEVELOPER FIRM or the maintenance agency from time to time incidence of any taxes etc. on LSMD/IFMS and MRMC and outsourced services shall be on the Allottee/s.
- 11) The Allottee/s is liable to pay monthly/quarterly/yearly PDC's of MRMC as intimated / demanded by the developer firm/ maintenance agency, irrespective of the fact whether the allottee is in occupation of the said FLAT or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly MRMC, interest at the Bank Lending Rate not exceeding 18% per annum shall be charged for the period of delay. The DEVELOPER FIRM / Maintenance Agency reserve the rights to collect MRMC in advance as per its policy.
- 12) It shall be incumbent on each Allottee to form and join a common Society comprising of the Allottee/s, for the maintenance and management of the Apartment/Block.
- 13) The common Lawns and other common areas in the Project shall not be used for conducting personal function such as marriages, birthday parties etc. If the common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
- 14) The Allottee/s or its nominee/s, agent/s, employee/s etc. shall at all time comply with the rules and regulations lay down by the DEVELOPER FIRM or its nominated maintenance Agency.
- 15) The maintenance of said FLAT including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.
- 16) The ownership of Club/ Swimming pool, in the township shall remain with the DEVELOPER FIRM and same may be transferred to any person(s) for its maintenance and operation thereof. It shall be incumbent upon all the Allottee/s to become the member of Club and to pay one time membership fee as well as monthly subscription charges as may be determined by the Developer firm/said person(s)/Agency for smooth and proper running of Club facilities irrespective of the fact, whether (i) Allottee/s is/are using the Club or not (ii) Possession of the said FLAT has been taken over or not.

(G) TERMS OF LUCKNOW DEVELOPMENT AUTHORITY / OTHER COMPETANT AUTHORITIES

- 1) The Allottee/s shall pay to the DEVELOPER FIRM on demand, such amount which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, fee etc. of any nature whatsoever, by any local administration, State government, Central Government on the Project/ Unit or any construction carried thereon by virtue of notification or amendment in existing laws including any increase in the External Development Charges (EDC),

Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to such authorities on any other taxation on pro rata basis.

- 2) The DEVELOPER FIRM shall be responsible for providing basic infrastructure work. However external services like water supply network, sewer, storm water drains, roads and electricity outside the Project to be connected to the internal services are to be provided by the competent authorities. The Allottee/s acknowledge/s and confirm/s that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh, other government authorities / competent authorities in the Project is beyond the control of the DEVELOPER FIRM and the Allottee/s agree/s not to raise any claim or dispute against the DEVELOPER FIRM in respect of the infrastructure facilities as aforesaid provided by the public agencies. The DEVELOPER FIRM has made it clear to the Allottee/s that the DEVELOPER FIRM shall not have any responsibility for the consequences of delayed or inadequate execution of the external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.

(H) SALE-DEED/TRANSFER-DEED/DEED OF CONVEYANCE

- 1) The execution of the Transfer-Deed/Sale-Deed/Deed of Conveyance shall be subject to up to date payment of the entire amount due and payable by the Allottee/s including LSMD, MRMC and stamp-duty and other charges etc. to the Developer firm. The Allottee/s undertake/s to execute and get registered the transfer-deed/sale-deed/deed of conveyance in respect of the said FLAT within 30 days from the date of intimation by the DEVELOPER FIRM in writing, failing which, Allottee/s authorize/s the DEVELOPER FIRM to cancel the allotment and to forfeit the Earnest Money, delayed money interest, Holding Charges, Chowkidari charges or any other dues etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment.
- 2) All charges, expenses, stamp-duty, registration fee and incidental expenses etc. towards transfer/sale/conveyance deed of the said FLAT at the rate as may be applicable on the date of execution and registration of the transfer/sale/conveyance deed including documentation will be borne by the Allottee/s exclusively.
- 3) Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee/s in favour of any third party, save and except the Allottee has taken any loan from any financial institution/agency in lieu of the purchase of the said Unit, without taking Prior consent of the Developer firm. The DEVELOPER FIRM may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the DEVELOPER FIRM may impose and on payment of such transfer fee (s) as may be prescribed by the Developer firm. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such transfer /assignment /nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination/Transfer/assignment of the allotted said FLAT by any authority, the DEVELOPER FIRM will have to comply with the same and the Allottee/s has Specifically noted the same. If the Allottee/s is either a firm or a DEVELOPER FIRM it has also understood that the change in majority of proprietary interest in partnership firm / DEVELOPER FIRM will require prior approval of the DEVELOPER FIRM and shall be subject to applicable transfer charges/processing fees/other charges as the DEVELOPER FIRM may impose and on payment of such transfer fee (s) as may be prescribed by the developer firm.
- 4) 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.
- 5) For any subsequent transfer of the said FLAT by way of Sale or otherwise by the Allottee/s, after execution and registration of sale deed in his/her/their favor, the Allottee shall obtain "No Dues Certificate" from the DEVELOPER FIRM or the Maintenance Agency as per the Policy of the DEVELOPER FIRM and payment of such Administrative charges as may be prescribed by the developer firm.

(I) INDEMNIFICATION:

The Allottee/s shall indemnify and keep the Developer firm, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs charges, expenses, losses or damage or suffered by or caused to the developer firm, by the reason of any breach or non-observance, non-performance of the terms and 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 of the said

FLAT. The Allottee/s agrees to pay such losses on demand that the DEVELOPER FIRM may or likely to suffer. This is in addition to any other right or remedy available to the developer firm.

(J) SEVERABILITY:

If any provision hereof shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms & conditions of allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution thereof.

(K) FORCE MAJEURE CONDITIONS:

The DEVELOPER FIRM shall not be held responsible or liable for not performing or delay in Performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason (s) which are beyond the control of the Developer firm/could not have been prevented or reasonable overcome by the DEVELOPER FIRM with the exercise of reasonable skill and care / does not rule from the negligence or misconduct of the DEVELOPER FIRM and materially and adversely effects the performance of any obligations hereunder including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lock out or decree, rule, regulations or otherwise revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cases beyond control of the developer firm.

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

(L) GENERAL TERMS AND CONDITIONS

- 1) The address given in this application form shall be taken as final unless any subsequent change has been intimated. All demand notice, letters etc. posted at the address given in the application form and agreement shall be deemed to have been received by the Allottee/s.
- 2) The Allottee/s shall make the payment through the demand draft/cheque drawn in favour of the DEVELOPER FIRM payable at Lucknow or as may be directed by the Developer firm.
- 3) That the intending allottee(s) has intimated to the Developer that he/she/they has/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 mis-statement 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 Allottee/s shall not use or allow to be used the said FLAT for any purpose other than residence or any activity that may cause nuisance to other Allottee/s to the Project.
- 5) The Allottee/s shall not be allowed to effect any change/alteration in the allotted Unit which may or likely to cause damages to the permanent structure of the complex, like beams, columns etc. The Allottee/s is also debarred to make any layout/location change in toilet/kitchen plumbing drawing and units of the other Allottee/s in the complex. The Allottee/s is/are not to make any change that may affect the façade of the building like making major change in the window, tempering with external treatment changing of wardrobes position etc. The Allottee/s is/are also debarred from making encroachments on the common space in the building.
- 6) The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct / block the common areas, common amenities/facilities etc.
- 7) Upon the Allottee/s taking possession or after Possession Due Date of the said Unit, the Allottee/s shall have no claim against the DEVELOPER FIRM in respect of any item or work in the said FLAT or for any design. Area, specification, location, building material used for or any other reason whatsoever and he/she/they shall be entitled to the use and occupy the said FLAT for residential purpose without any interference but subject to the terms and conditions contained herein.
- 8) The Allottee/s agree/s and undertake/s that he/she/they shall, on taking possession or Possession Due Date of the said FLAT have no right to object to the DEVELOPER FIRM constructing in a reasonable manner adjoining the said Unit, the Allottee/s shall not object to any consequences of such increase in construction in the adjoining in the layout or reduction in green area etc.

- 9) The DEVELOPER FIRM has made clear to the Allottee/s that it shall be carrying out extensive development/constructions activities for many year in future in the project and shall also be connecting/Linking. The amenities/facilities viz./electricity, water , sanitary / drainage system etc. of additional development/construction with the existing ones in the project. The Allottee/s has confirmed that he/she/they shall not make any objections or make any claim or defer any payment as demanded by the DEVELOPER FIRM on account of inconvenience, if any, which may be suffered by him/her /them due to such development /construction activities or incidental/relating activities as well as connecting / linking of amenities /facilities etc. as above said.
- 10) The Allottee/s shall get exclusive possession and title of the said FLAT along with allotted proportionate undivided share in land on which said block/Project is constructed herein through sale/transfer deed. The Allottee/s shall have no right, interest and title in the remaining part of the Project such as Club, Parking, and Park etc. Except the right of usage of common passage/roads, common areas, as defined herein above, and carved out in the Project as per sanctioned lay out plan.
- 11) The Allottee/s agree/s and understand/s hat he/she/they shall not have any rights in any commercial shops, community centre etc., if any constructed in the Project, the DEVELOPER FIRM shall be free to dispose off the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall have not any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centers etc. to any persons and also in their operation and management.
- 12) The Allottee/s agree/s and understand/s to pay to the DEVELOPER FIRM amounts as may be intimated by the DEVELOPER FIRM towards Malha charges, water charges, water and sewer connection charges ,EDC, EEC, administrative Expenses etc.
- 13) The Allottee/s understand/s and agree/s that in case breach of any terms and conditions contained herein, then beside and without prejudice to Developer firm's rights available under these terms/under Law, the DEVELOPER FIRM shall have right to cancel the allotment of the said FLAT and forfeit the earnest Money. As a result of such cancellation, the refund, if any, subject to adjustment of dues under various heads as stipulated herein will be governed by the Developer firm's policy. Any alteration/s or addition in the terms and conditions herein without the prior consent / approval of the DEVELOPER FIRM shall render the alteration or addition null and void for all purposes.
- 14) 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.
- 15) In case of NRI /person of Indian Origin Buyer, the observance of the provisions of the Foreign Exchange Management Act, 1999, reserve Bank of India Act and rules made there under of any statutory notification, amendments, modification made thereof and all other applicable law as may be prevailing including that of remittance of payment, sale /conveyance /transfer deed of immovable properties in India shall be the responsibilities of the Allottee/s. The Allottee/s understand/s and agree/s that in the event of failure of his/her/their part to comply with the applicable guide lines issued by Reserve bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The DEVELOPER FIRM accepts no responsibility in this regard.
- 16) The DEVELOPER FIRM sale-brochure, CD walk through, advertisement/s and other sales are purely conceptual and not a legal offering. Further the DEVELOPER FIRM reserves the right to add/delete/modify any such details/specifications.
- 17) In the case of any conflict between the terms and condition herein and the terms / specifications mentioned in Developer firm's sale-brochures/CD/walk through/ advertisement (s)/ other sale-documents/application form, then the terms contained herein will prevail.
- 18) The Allottee/s agree/s and undertake/s to pay the stamp duty and / or other incidental charges, if levied or imposed by any local administration, state Government/central Government or any other lawful authority on allotment certificate and agreement.

(M) SAVINGS

Since in GARDEN BAY TOWNSHIP, there are several type of properties such as plots and Villas and commercial properties etc. and as such, the terms and conditions of this agreement shall not be deemed extended in respect of all properties of the township and shall be strictly applicable in respect of the allotted FLAT only and if at any time, any clash is found between the terms and conditions of this agreement and other type of properties of the Township, the DEVELOPER FIRM has its rights

reserved to meet with such clash in its own way keeping the equity and generality of the properties and occupants and off course, interest of the DEVELOPER FIRM also.

(N) JURISDICTION

All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Lucknow shall have the jurisdiction in all matters arising out of touching and /or concerning thereof to regardless of the place of execution which is deemed to be at Lucknow.

That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the Laws of India.

(O) COPIES OF THE AGREEMENT:

Two sets of this agreement are being executed and the DEVELOPER FIRM shall retain one copy for reference and records and the Allottee/s shall retain the other copy.

I/We have read through the procedure and indicative terms, Construction linked payment plan (enclosed here with) and terms and conditions above and declared to have complete understanding and accept the same and agree to be bound therewith, I/we have sought detailed explanation and clarification from DEVELOPER FIRM and the DEVELOPER FIRM has readily provided such explanation and clarification and after giving careful consideration to all facts, terms, conditions and representation made by the Developer firm, I /we have now accepted the same by signing agreement of terms & conditions and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeitures of Earnest Money as may be imposed upon me /us.

SCHEDULE OF THE PROPERTY

FLAT No., admeasuring sq. ft. only on Floor in Tower/Block developed/to be developed in GARDEN BAY, at I.I.M.Road, Village Ghaila & Ali Nagar, Lucknow

IN THE WITNESS WHEREOF the parties have set their hands on theday,month and theyear herein first above written in full alert and sound mind without any duress or compulsion of any person.

In the presence of :

WITNESSES

FIRST PARTY

1.

2.

SECOND PARTY

ANNEXURES A



Shalimar KSMB Projects

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