

-- For RERA registration purposes only --

APPLICATION CUM CONTRACT FORM

RERA Registration No.: _____ **“SHALIMAR SKY GARDEN”**

For Residential

Application for allotment of Flat (Unit) in **“SHALIMAR SKY GARDEN”**- a Commercial cum Group Housing Project situated in **“SHALIMAR SKY GARDEN”** - located at Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

For Commercial

Application for ALLOTMENT of a Unit/Shop in **“High Street”** situated in the project **“SHALIMAR SKY GARDEN”** - located at Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

To,

Supreme Real Estate Promoters Pvt. Ltd.

(A Unit of the Shalimar Group)

11th Floor, Titanium, Shalimar Corporate Park

Vibhuti Khand, Gomti Nagar, Lucknow.

Sir:

For Residential

I/We request for allotment of flat no.____ Type:____ in the Tower____ Lucknow-226-010, Uttar Pradesh, India in project known as **“SHALIMAR SKY GARDEN”** located at T.C. 47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

For Commercial

I/We request for allotment of Unit No.____ Type: Shop in **“High Street”** in project

"SHALIMAR SKY GARDEN, located at T.C. 47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

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

I/We agree to pay the balance sale consideration of the Flat/Unit and all other charges / deposits as per the payment plan opted by me/us, as mentioned in this application and also in Agreement to sell to be executed later on between us.

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

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

That if, however, I/We fail to execute the Agreement to Sell within thirty (30) days of the receipt of the 'Intimation Letter' by courier or registered post or e-mail sent at the below mentioned address of the sole/first applicant, my/our application for the allotment of the said Flat shall be treated as cancelled at your sole discretion

and the earnest money i.e.10% of the sale consideration paid by me/us shall stand forfeited.

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

I/We are making this application with the full knowledge of the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.

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

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

I/We agree to give our consent to pay for the increase area, in case there is increase in the built-up area/carpet area/balcony area. Further, I/we, will not object or raise any objection in case there is any change(s) in the layout of the **“SHALIMAR SKY GARDEN”**.

I/We have applied for allotment of a Unit /Flat with full knowledge that the allotment of the Flat/Unit is entirely at the discretion of the Promoter/promoter and the Promoter/promoter has a right to reject my/any application without assigning any reason thereof. It is agreed that the possession of Flat/Unit may not be given by the promoter/Promoter to the Allottee(s) before all payments/dues/taxes/duties/ delay payment of interest etc. are cleared/paid by the Allottee(s) before the date of execution and registration of the sale deed.

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

I/We are making this application with the full knowledge and understand clearly that the graphical representation of green area/common area/landscape etc. in the notice /advertisement/ on any electronic or social media platform or prospectus are merely Architect's imagination and may be different from the graphical representation in the notice advertisement or prospectus. I/We will have no claim whatsoever, at any time on the basis of any graphical representation in the notice advertisement or prospectus.

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

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

by the builder) under the Construction Linked Plan (CLP).

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

My / Our particulars are given below:-

1. SOLE/ FIRST APPLICANT

Affix recent Passport size colour photograph of First Applicant

Mr./ Mrs./ Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Occupation:

Service Professional Housewife Business Anyother Residential Status:

Resident Non-Resident* Foreign National of Indian Origin Others{please specify).

*Current country of Residence _____

Marital Status: Married Unmarried

Permanent Account Number (PAN No.): _____

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

Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

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

Fax No. _____

2. SECOND/JOINT APPLICANT/NOMINEE

Affix recent Passport size colour photograph of Second Applicant

Mr./ Mrs./ Ms. _____

S/W/D of _____

Date of Birth: _____ Nationality: _____

Occupation:

Service Professional Housewife Business Any other Residential Status:

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

*Current country of Residence _____

Marital Status: Married Unmarried

Permanent Account Number (PAN No.): _____

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

Address: _____

City _____ State _____ Country _____

PIN _____ Email _____

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

Fax No. _____

1. _____

2. _____

3. IN CASE THE APPLICANT IS ACOMPANY / FIRM

Affix recent Passport size colour

Photograph of Owner/Director

Name of Company/ Firm Registered Address

PIN _____ Email _____

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

Fax No. _____ Date of Incorporation: _____

Incorporation Certificate No. _____

Nature of business of the Company/Firm _____

Correspondence Address (in case different from registered address):

Name of Authorized Signatory:

S/W/D of _____

Designation of Authorized Signatory Address of Authorized Signatory

PIN _____ Email _____

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

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

DETAILS OF THE UNIT:

Flat/Unit No _____ Block/Cluster _____ Floor _____

Carpet Area: _____ sq.mt./ _____ sq.ft. Builtup Area: _____ sq.mt./ _____ sq.ft.

Saleable Area: _____ sq.mt./ _____ sq.ft.

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

Car Parking opted (Applicable in case of Flats only): Covered Open

Club Membership Charges: (Applicable in case of Flats Only) _____

Channel Partner, (If any). Name: (Sign and Rubber Stamp) Telephone/ Mobile Number:

Payment Plan opted: Construction Linked Down Payment Other

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

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

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

1. _____

2. _____

2. _____

Date _____

Place _____

Proforma

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A FLAT/UNIT IN THE PROJECT "SHALIMAR SKY GARDEN"

For Residential

A FLAT NO. _____, Block ____" on the _____ Floor situated in the Project to be known as ' SHALIMAR SKY GARDEN' - located at Plot No T.C.47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

For Commercial

A UNIT NO. /SHOP **IN HIGH STREET** _____, Block ____" on the _____ Floor situated in the Project to be known as '**SHALIMAR SKY GARDEN**' - located at Plot No T.C.47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India.

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

FOR RESIDENTIAL

The Intending Allottee(s) has applied for provisional allotment of a residential Flat in "**SHALIMAR SKY GARDEN**", Block ____" situated in '**SHALIMAR SKY GARDEN**'- a duly approved by the Lucknow Development Authority, located at Plot No-T.C.47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Promoter and understood by him/her/them.

FOR COMMERCIAL

The Intending Allottee(s) has applied for provisional allotment of a unit (Shop in High Street) in Block ____" situated in the project 'SHALIMAR SKY GARDEN'- a duly approved by the Lucknow Development Authority, located at Plot No-T.C.47-48, Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh, India with full

knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Promoter and understood by him/her/them.

A. TITLE

1. The Units are being developed by SUPREME REAL ESTATE DEVELOPERS PVT. LTD. (hereinafter be called Promoter) in its Residential and Commercial Project "**SHALIMAR SKY GARDEN, ____**", situated at Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, India, copy of the document has been read / perused / fully understood by the intending Allottee(s), who has fully satisfied himself/herself/themselves with the contents of the same.
2. The Intending Allottee(s) has satisfied himself/herself/themselves about the interest and title of the Promoter / Promoter in the land on which the said Project / Unit is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree that there will not be any further investigations or objections by him/her/them in this respect.

B. ALLOTMENT

1. The Intending Allottee(s) has/have applied for allotment of a Unit / Flat with full knowledge and subject to all the laws/notifications and rules applicable to the city of Lucknow in general and to the project in particular which have been explained by the Promoter and understood by him/her/them.
2. The allotment of the unit is entirely at the discretion of the Promoter and the Promoter has the right to reject any application without assigning any reason thereof. It is agreed that the possession of unit may not be given by the Promoter to the Allottee(s) before all payments/dues/taxes/duties delay payment interest, etc. are cleared by the Allottee(s) at the time of execution and registration of the sale deed.
3. Notwithstanding anything contained in this application, the Applicant(s) understand that the Application will be considered as valid, enforceable and proper only on realization of the amount tendered with this Application.
4. That the amount remitted by the Intending Allottee(s) along with the application form in favour of the Promoter is only towards the request for allotment of a residential/commercial unit in his/her/their favour. The amount

remitted is without any rights in favour of the intending Allottee(s) against the Promoter.

5. That I/We (Applicants)/intending Allottee(s) shall be liable/ responsible for any payment made from any third party account and/or any right created there from and the Promoter shall have no liability in this regard.

C. LAYOUT & PLANS

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 allotment of the unit shall be provisional in the first instance, the Promoter shall have the right to effect suitable and necessary alteration/modification in the Amenities/Elevation/Layout Plan/Areas of the project/building or block of buildings, landscaping / payment plan of units if and when found necessary. The alterations may involve all or any of the following changes, namely change in the position of the Unit, change in block/building/floor/areas, use of material etc. change in number of Unit, change in dimension or change in its area etc. All such changes shall be subject to the provisions of RERA.

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

D. TRANSFER

1. The Applicant(s) agrees and confirms that any rights on the Said Unit are not assignable to any third party till the Allotment of Unit and clearance of all the dues against the unit on the date of transfer. However, after clearance of all the dues against the unit on the date of transfer, the Promoter may, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its Agency's directions as may be in force, upon receiving a written request /completion of the formalities on the 'Promoter's Standard Formats' from the Applicant(s), permit the Applicant(s) to get the name of his/her/nominee substituted, added, deleted in his/her/their place subject to such terms, conditions and charges as the Promoter may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such

nomination/transfer/assignment.

2. Any liability aroused / imposed on the Promoter by Government Authority/Third Party, due to transfer of unit will be payable by the Allottee(s) only.
3. The transferee shall follow and abide by all the Terms & Conditions of Booking Application/Agreement to Sell/Unit Buyer Agreement or any other document signed by the original Applicant(s)/Allottee(s)
4. That in case of death of any of the applicant, the applicant's legal heir shall have to produce succession certificate from the competent authority/court of law for addition in the ownership of the flat/unit booked/allotted.

E. FINANCIAL

1. The intending allottee(s) agree that He/ She/ They will pay the price of the Unit and all other charges as fixed and informed by the Promoter.
2. All payments shall be made through Cheque /Demand Draft only to be issued in favour of "**SUPREME REALESTATE DEVELOPERS PVT. LTD.**" payable at **LUCKNOW.**
3. That **10%** of the **Basic Sale Price** of the Unit shall constitute the "**Earnest Money**", the intending allottee(s) agree to pay the balance amount in accordance to the payment schedule mentioned in the Allotment Letter/ Agreement to Sell. **The intending allottee(s) understands that the timely payment is the essence of the purchase of the flat/Unit for the transfer of the title in the name of the Allottee(s).** In case of default in payment, the intending allottee(s) / purchaser(s) would be liable to pay the Promoter interest as applicable under the provisions of RERA on the overdue balances. In case of non-payment of two consecutive installments or more from the schedule mentioned and agreed at the time of booking / allotment of the unit, the Promoter shall have the right to cancel the booking /allotment / Agreement to Sell / Unit Buyer Agreement, and the intending allottee(s) / purchaser(s) would be entitled to get back the total money so paid by him without any interest but with a deduction of 10% of the Basic Sale Price (Earnest Money) of allotted unit for incidental expenses along with the interest towards late payment of installments. **Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the Promoter.**

4. Since the construction of Unit / Building depends on **timely payment of installments**, delay in payment of any of the installment by the intending Allottee(s) will result in delay in possession and shall be liable to pay interest for the delayed period, for which the Promoter will not be responsible. The intending Allottee(s) shall not be entitled for any penalty / compensation from the Promoter for delayed possession on account of delay in payment of any of the installment by him/her/them.
5. I/We agree to pay the interest as may be applicable and prescribed under the Real Estate (Regulation & Development) Act on the outstanding amount from the date upon which the amount becomes overdue in the event if applicant fails to make the payment (either as laid down in the payment schedule or as and when raised by the builder) under the Construction Linked Plan (CLP).
6. I/We authorizes the Promoter to first adjust/realize the accumulated Interest on outstanding payment and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the Promoter.)
7. Expenditure on installation of the Fire Fighting System /generator/ any other equipment / intercom or any other facility or services will be shared by the Allottee(s) proportionately to the area of the Flat/Unit allotted.
8. Regular monthly maintenance amount to be decided by the Promoter/ Authorised Body as per the Clause No. **G (1)** below for the purpose of maintenance of the project, shall be payable by the Allottee(s) to the Promoter/authorized agency/ nominated agency in advance from the date of completion of unit/ offer for possession/ actual possession/ sale- deed, whichever is earlier.
9. The intending Allottee(s) shall additionally pay on demand to the Promoter his/her/their proportionate share of the cost for external development etc., as and when demanded.
10. The intending Allottee(s) agree to pay to the Promoter extra charges on any additional facility provided by the Promoter in future during construction.
11. The Fire Fighting System will be provided in the Project as per the norms laid down by the competent / controlling authority. In addition, if due to subsequent legislation / Govt., order or directives or guidelines or if deemed

necessary by the Promoter any further fire safety measures are undertaken the proportionate charges in respect thereof shall also be payable on demand by the intending Allottee(s).

12. Till such time the full payment of sale price/other charges/dues/ levies/ taxes/ duties remain unpaid and physical possession is not taken, the intending Allottee(s) covenants with the Promoter that he/ she/they shall have no objection to the Promoter raising finance/loans/securities, from the financial institutions against receivable for the development/construction of his/her/their unit.
13. The intending Allottee(s) hereby covenants with the Promoter to pay from time to time and at all times, the amount which the intending Allottee(s) is liable to pay as agreed, and to observe and perform all the covenants conditions of booking and to keep the Promoter and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the Promoter,
14. The Promoter / Financial Institution shall have first lien and charge on the said Unit for all its dues and other sums payable by the intending Allottee(s) to the Promoter/ Financial Institution.
15. In the event of cancellation of unit, the intending Allottee(s) shall have no right, lien or interest on the said Unit and the Promoter shall have the sole right to sell the said Unit to any other person in its sole and absolute discretion. In case the intending Allottee(s) wants to surrender the allotment, for any reason whatsoever at any point of time, then the Promoter, in its sole and absolute discretion, may cancel/ terminate the Booking Application / Agreement to Sell / Unit Buyer Agreement and after forfeiting the Earnest Money amount for incidental expenses as well as interest towards late payment of installments, may refund the balance amount without any interest and compensation whatsoever within 90 days from the date of receiving of such a request by the Applicant.
16. In case the Allottee(s) want to avail loan facility from his/ her/ their employer or financing bodies to facilitate the purchase of said Flat/Unit, the Promoter

shall facilitate the process subject to the following:-

- a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- b) The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the time provisions contained in Clause **F(3)** as below.
- c) In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the Promoter to cancel the allotment of the said Flat/Unit and repay the amount received till that date after deduction of Earnest Money amount 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).

F. POSSESSION

1. That the vacant and actual physical possession of the Flat/Unit shall be delivered by the Promoter to the Intending Allottee(s) at the time of execution and registration of the sale deed, after receiving all the dues/ charges/ levies/ duties and taxes with respect to the said Flat/Unit covered by Allotment Letter /Unit Buyer Agreement/ Agreement to Sell or any other agreement or documents executed between the 'The Intending Allottee(s)' and 'The Promoter' as agreed by the 'The Intending Allottee(s) to The Promoter'.
2. The Promoter shall endeavor to hand over the possession of the Flat/Unit to the intending Allottee(s) within the agreed time period as declared in the RERA registration. However, an extension of 6 months shall be allowed to the Promoter by the Allottee(s) in case it is required by the Promoter only after taking approval from the competent authority.
3. In case the Promoter is unable to handover the possession of the Flat/Unit to the Allottee(s) within the time period detailed herein above, the Promoter shall be liable to pay the Allottee(s) compensation as under the provisions of the RERA.

4. The Promoter shall offer in writing to the Allottee(s) to take over the possession, occupy and use the said Unit within the stipulated time mentioned in such notice the said unit shall be handed over to the Allottee(s) for his/her/their occupation and use subject to the Allottee(s) having complied with all the terms and conditions of the Application Form/Agreement to Sell/Unit Buyer Agreement and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Promoter in this regard. The Allottee(s) shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues/charges/taxes. Any delay by the Allottee(s) in taking the possession after 30 days from the possession due date mentioned in such notice/offer of possession letter, would attract Holding Charges as specified by the Promoter for the delayed period. Further, besides the levy of applicable holding charges, Chowkidari charges, Maintenance Charges, other charges / property tax etc. shall also be paid by the Allottee(s) to Promoter from the possession due date and the said Flat/Unit will be handed over to the Allottee(s) on 'as is where is' basis. The Allottee(s) further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
5. It is understood and agreed that as per the provisions of RERA, the undivided share in the common area would be transferred to the Association of Allottee(s) and not to the Allottes(s). Therefore, the area difference between the Carpet and Super Area would not be registered to the Allotte(s) of the unit. The Allottee(s) shall, after taking possession or deemed possession of the said Unit, as the case maybe or at any time thereafter, have no objection to the Promoter constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to the Flat/Unit Allottee(s).

G. MAINTENANCE

1. The Intending Allottee(s) upon completion of the said Unit agrees to enter into a separate maintenance agreement with any Association / Body of Unit owners or any other nominee / Agency / Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the Promoter from time to time for the maintenance and upkeep of the said

Project/Colony and the Intending Allottee(s) undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of Flat/unit / offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the Intending Allottee(s) is in occupation of the Unit or not. In addition to above the intending Allottee(s) shall deposit non-refundable Interest Free Maintenance Security (IFMS) / Advance Monthly Recurring Maintenance Charges (MRMC) with the Promoter or its nominated Agency as and when demanded by them.

2. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining Flats / Units or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in the rectification from the Allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Promoter shall be entitled to raise demand against it which shall be strictly payable by the Allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Promoter and its representatives indemnified in this regard.
3. The Allottee(s) shall not put up any name or sign board, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his/ her/their Flat/Unit is unless mutually agreed in writing.

H. DUTIES & TAXES

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

charges' signed and agreed in the Allotment Letter / Unit Buyer Agreement/Agreement to Sell.

I. CORRESPONDENCE

1. The intending Allottee(s) shall get his/her/their complete address registered with the Promoter at the time of booking and it shall be his/her/their responsibility to inform the Promoter by registered letter about all subsequent changes, if any in his/her/their address. **In case the Allottee(s) is residing outside India, he/she/them shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999** and other applicable laws regarding remittance of payments and .required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those ordinarily reach such address, and the intending Allottee(s) shall be responsible for any default in payment and loss suffered by the Promoter and such other consequences that arise due to the above.
2. In the case there are joint intending Allottee(s), all communication shall be sent by the Promoter to the intending Allottee(s) whose name appears first and at the address given by him/her/them 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 Promoter.

J. FORCE MAJEURE

1. The intending Allottee(s) understand(s) / agree that the sale of the Residential/Commercial unit is subject to force majeure clause which inter alia includes delay on account of non-availability of steel and/ or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with the construction agency employed by the Promoter, civil commotion or by the reason of war, or enemy action or earthquake or any act of the GOD or if non delivery of possession is as a result of any notice, order, rule or notification of the government or any other public or competent authority or for any other reason beyond the control of the Promoter and in any of the aforesaid events, the Promoter shall be entitled to a reasonable extension of the

time for delivery of possession of the said premises.

2. The Promoter, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the Promoter, 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.

K. GENERAL

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

of possession of the intending Allottee(s) after its allotment, if any, or any liability/ damages are imposed due to the mis-statement of the intending Allottee(s) then only the intending Allottee(s) shall be responsible for the same without any liability of the Promoter.

4. The Promoter has made clear to the Applicant(s)/Allottee(s) that it shall be carrying out extensive developmental/ construction activities for many years in future in the entire area falling outside the Said **FLAT/UNIT** and that the Applicant(s)/ Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental /construction activities or incidental/related activities. It is made clear by the Promoter and agreed by the Applicant(s)/Allottee(s) that all rights including the ownership thereof of land, facilities and amenities, shall vest solely with the Promoter/Promoter and they shall have the sole and absolute authority to deal In any manner with such land, facilities and amenities including but not limited to creation of further rights in favour of any other party byway of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi - government, any other authority, body, any person, institution, trust and / or any local body(ies) which the Promoter may deem fit in its sole discretion.
5. That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India.

L. INDEMNIFICATION

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

may or likely to suffer. This is in addition to any other right or remedy available to the Promoter.

M. JURISDICTION

All the disputes including all matters shall be subject to sole arbitrator appointed by the clause prevailed under Arbitration & Conciliation Act of 1996 whose award shall be final and binding on both the parties and the seat of the Arbitartor shall be at Lucknow only. All expenses including arbitrator's fee shall be borne by the allottee(s)/ purchaser. The jurisdiction of **Lucknow Courts** only shall have the jurisdiction.

N. DECLARATION

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

Name of the Applicant(s)

Signature of the Applicant(s)

1. _____

1. _____

2. _____

2. _____

Date _____

Place _____

FOR OFFICE USE ONLY

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

Whether booking/application amount cheques is proper and in order.
Yes/No

Whether the copy of Pan Card/Address Proof/ Photograph attached.
Yes/No

Whether the Application has been accepted and unit has been allotted
to Applicant(s) provisionally

Yes/No

Details of the Unit:

Unit / Flat No.

Shop No.

Carpet Area: _____ sq. mt./ _____ sq. ft.

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

Block / Cluster: _____ Floor: _____

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

Basic Sale Price (Rs.): _____

PLC Amount (Rs.): _____

Car Parking opted (Applicable in case of Flats only): Covered Open

Club Membership Charges : _____

External Development Charges : _____

Interest Free Maintenance Security : _____

External Electrification + Fire Fighting Equipment Charges : _____

Power Back-up Charges (if applicable): _____

Recurring Monthly Maintenance Charges : _____

Payment Plan opted: Construction Linked Down Payment Other

Booked Through: Direct Channel Partner

Name of the Channel Partner: _____

Remarks / Comments: _____

Booked by

Checked by

Approved By

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

For Residential

I/we have jointly applied for allotment of residential __BHK/ __BHK- Flat in Tower on floor in our project SHALIMAR SKY GARDEN, Block ____, having RERA No. (_____), in the project to be known as 'SHALIMAR SKY GARDEN' located at Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh.

For Commercial

I/we have jointly applied for allotment of Commercial Unit (shop in High Street) in Tower on floor in our project SHALIMAR SKY GARDEN, Block ____, having RERA No. (_____), in the project to be known as 'SHALIMAR SKY GARDEN' located at Vibhuti Khand, Gomti Nagar, District Lucknow, Uttar Pradesh.

1. I/We have gone through the marketed Brochure in brief and are fully satisfied with all the sanctioned plan/layout plan/Unit plan and other details before taking such decision.
2. I/ We hereby undertake that we acknowledge and accept minor alternations in the areas or any other as per the Unit Plan of Flat/Unit No. _____ in Tower____on Floor____as enclosed which can be done by builder/promoter in due course or in advance within the project and as provisioned under Section 14 of RERA Act 2016.
3. I/We hereby undertake not to raise any objection that in case there is change in the use of any material which is equally good in quality which was proposed by the builder/Promoter,
4. I/we hereby undertake that we will not drag company into any litigation/dispute arising in context to point no 2, 3 and 4 as mentioned

above and shall absolve the company from any liability in this regard.

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

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

Annexure -1. Unit Layout plan

Annexure-2. Site Layout plan of SHALIMAR SKY GARDEN, Block _____.

Applicant- Mr/Mrs (Name and Signature)

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

Date:

Place:

Witness-1 (Name/Signature)

Witness-2 (Name/Signature)³