

RERA No.



Astonishing 72-acre township



APPLICATION FORM



Application for Allotment of a Unit in GARDEN BAY Project situated on Sitapur-Hardoi Link Road, Lucknow, Uttar Pradesh, India.

RERA WEBSITE LINK: <http://www.up-rera.in>
RERA REGISTRATION No. _____

To,
Shalimar KSMB Projects,
Titanium Block, Shalimar Corporate Park
Vibhuti Khand, Gomtinagar, Lucknow - 226 010

Sir(s),
I/We request that I/We may be provisionally allotted a Unit* in the Project known as "**Garden Bay Iris**" situated on Sitapur- Hardoi Link Road, Lucknow, Uttar Pradesh, India.

* Unit refers to Built-up House (Villa) / Plot / Shop as the case may be.

I /We remit/submit herewith a sum of Rs. _____ Rupees _____
only by Bank Draft / Cheque No. _____
dated _____ drawn on _____
towards booking / application amount.

In the event of provisional allotment of unit by '**M/s Shalimar KSMB Projects**', a Partnership Firm having its Office at Titanium, Shalimar Corporate Park, Vibhuti Khand, Gomtinagar, Lucknow - 226010 (hereinafter referred to as Developer), I/we agree to pay the balance sale price and all other charges and taxes as per the payment plan opted in this application as explained to me/us by the Developer and understood by me/us.

I / We have clearly understood that this application does not constitute an Agreement to Sell and I/We do not become entitled to the provisional allotment of a Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this application and Final / Firm allotment will be made only after I/We execute and sign the Agreement to Sell / Unit Buyer Agreement on the standard format prescribed by RERA Authority, agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Developer. If, however, I/We fail to execute and return the Agreement to Sell / Unit Buyer Agreement within thirty (30) days from the date of sending intimation for execution of Agreement for Sale to me/us for signatures, my/our application for the Unit shall be treated as cancelled only at the sole discretion of the Developer and _____% of the earnest money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the layout of the said Project/ Building Plans are sanctioned by the competent authority.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of earnest money as laid down herein and the execution of the Unit Buyer Agreement / Agreement to Sell (ATS).

1. SOLE/FIRST APPLICANT

Mr./Mrs./Ms. _____

S/W/Dof _____

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 (PANNo.): _____

(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. _____

Self Attested
recent Colour
Photograph
of Sole / First
Applicant

2. SECOND / JOINT APPLICANT / NOMINEE

Mr./Mrs./Ms. _____

S/W/Dof _____

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 (PANNo.): _____

(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. _____

Self Attested
recent colour
Photograph of
Second / Joint
Applicant

3. IN CASE THE APPLICANT IS A COMPANY / FIRM

Name of Company / Firm _____

Registered Address _____

PIN _____ Email _____

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

Fax No. _____ Date of Incorporation: _____

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/Villa/Plot/ Shop No _____ Block /Cluster _____ Floor _____

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

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

Self Attested
recent Colour
Photograph of
Authorised
Signatory

Channel Partner, (If any), Name:

(Sign and Rubber Stamp)

Telephone/ Mobile Number:

I/We, the above applicant(s) do hereby declare that the above particulars given by me / us are true and correct and nothing has been concealed there from. Any allotment against this application shall be subject to the terms and conditions attached to this application form and that of the Allotment Letter / Agreement to Sell, the terms and conditions whereof shall ipso-facto be applicable to my / our legal heirs and successors. I/We declare to inform the Builder/Developer/Promoter of any change in my/our address or in any particular / information, given above, till the booked property is registered in my/our name(s).

I/We, the applicant(s) do hereby further declare that my/our application for allotment by the Builder/ Developer/ Promoter is irrevocable and that the above particulars / information given by me/us are true and correct and nothing has been concealed there from.

Name of the Applicant(s)

1. _____

2. _____

Date _____

Signature of the Applicant(s)

1. _____

2. _____

Place _____



INDICATIVE TERMS AND CONDITIONS
FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT
OF A UNIT IN GARDEN BAY
located at Sitapur-Hardoi Link Road, Lucknow, Uttar Pradesh, India

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

The Intending Allottee(s) has applied for provisional allotment of a residential / commercial unit in Garden Bay Project situated at Sitapur - Hardoi Link Road Lucknow, with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Developer and understood by him/her/them.

A. TITLE

1. The Units (Flats / Villas / Plots / Shops) are being developed by Shalimar KSMB Projects (hereinafter be called Developer) in its Residential Township Project – "**Garden Bay Iris**", situated at Sitapur-Hardoi Link Road, 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 Developer / Promoter in the land on which the said Project / Unit is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her/them in this respect.

B. ALLOTMENT

1. The Intending Allottee(s) has/have applied for allotment of a Flat/Villa/Plot/Shop with full knowledge and subject to all the laws/notifications and rules applicable to the city of Lucknow in general and to the project in particular which have been explained by the Developer and understood by him/her/them.
2. The allotment of the unit is entirely at the discretion of the Developer and the Developer has the right to reject any application without assigning any reason thereof. It is agreed that the possession of unit may not be given by the Developer to the allottee(s) before all payments/dues/taxes/duties etc. are cleared by the allottee(s) 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) alongwith the application form in favour of the Developer 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 against the Developer.
5. That I/We (Applicants)/Intending Allottee(s) shall be liable / responsible for any payment made from any third party account and / or any right created there from and the Developer shall have no liability in this regard.

C. LAYOUT & PLANS

The Applicant(s) has seen and accepted the plans and has applied for the allotment of the said Plot /Unit with the specific knowledge that the allotment of the unit shall be provisional in the first instance, the Developer shall have the right to effect suitable and necessary alteration in the Layout Plan of the project or block, landscaping / payment plan of units as per the Act and Rules. The alterations may involve all or any of the following changes, namely change in the position of the Unit, change in block, change in number of Unit, change in nomenclature of Unit, change in dimension or change in its area etc before making final allotment/ signing of Agreement to Sell/ Conveyance deed.

The Applicant(s) also agree to maintain the aesthetic value of the project by using the same elevation, architectural lines, facade colour scheme, MS Gate design, boundary wall design & its height, MS railing design for balcony(ies), GRC Jali design, UPVC windows in white colour and other external material used for facade as per the standard material/specifications of the Villas developed by 'Shalimar KSMB Projects' in Garden Bay morefully described in the 'Standard Guidelines/Hand Book' provided by the Developer for the construction on plot/unit applied through this 'Application Form', which would be the part of 'Agreement to Sell / Conveyance Deed'.

(Signature of Applicants)

D. UNIT BUYER AGREEMENT/AGREEMENT TO SELL (ATS)

After allotment of the Unit by the Developer, a Unit Buyer Agreement / Agreement to Sell shall be executed between the Developer and Intending Allottee(s) on the standard format as prescribed by RERA Authority, which the Intending Allottee(s) / purchaser has perused and agreed upon.

E. TRANSFER

1. The Applicant(s) agrees and confirms that any rights on the Said Unit are not assignable to any third party till the 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 Developer may, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government Authority/its Agency's directions as may be in force, upon receiving a written request /completion of the formalities on the 'Developer's Standard Formats' from the Applicant(s), permit the Applicant(s) to get the name of his/her/nominee substituted, added, deleted in his/her/their place subject to such terms, conditions and charges as the Developer may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
2. Any liability aroused / imposed on the Developer by Government Authority / Third Party, due to transfer of unit will be payable by the Allottee(s) only.
3. The transferee shall follow and abide by all the Terms & Conditions of Booking Application / Agreement to Sell / Unit Buyer Agreement or any other document signed by the original Applicant(s)/Allottee(s)


F. 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 Developer.
2. All payments shall be made through Cheque / Demand Draft only to be issued in favour of "**SHALIMAR KSMB PROJECTS**" payable at **LUCKNOW**.
3. That **10%** of the **Basic Sale Price** of the Unit shall constitute the "**Earnest Money**". The intending allottee(s) agree(s) to pay the balance amount in accordance to the payment schedule mentioned in the Allotment Letter/ Agreement to Sell. **The intending allottee(s) understands that the timely payment is the essence of title transaction.** In case of default in payment, the intending allottee / purchaser would be liable to pay the Developer interest as applicable under the provisions of **RERA** on the overdue balances. In case of non-payment of two consecutive demands raised by the promoter as per the payment plan the intending allottees shall be liable to pay interest to the developer on the unpaid amount at the rate equal to MCLR on Home Loan of State bank of India + 1% and in case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months the Developer shall have the right to cancel the booking /allotment / Agreement to Sell / Unit Buyer Agreement, and the intending allottee / purchaser would be entitled to get back the total money so paid by him without any interest but with a deduction of 10% of the Basic Sale Price (**Earnest Money**) of allotted unit for incidental expenses along with the interest towards late payment of installments. **Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the Developer.**
4. Since the construction of Unit / Building depends on **timely payment of installments**, delay in payment of any of the installment by the intending Allottee will result in delay in possession for which the Developer will not be responsible. The intending Allottee shall not be entitled for any penalty / compensation from the Developer for delayed possession on account of delay in payment of any of the installment by him/her/them.
5. I/We agree to pay the interest at the rate equal to MCLR on home loan of State Bank of India + 1% 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).
6. I/We authorizes the developer to first adjust/realize the accumulated Interest on outstanding payment and thereafter the remaining amount should be considered under the head of Principal amount. (Applicable on each delayed payment instrument deposited by the applicant to the developer)."

(Signature of Applicants)

7. Expenditure on installation of the Fire Fighting System / generator / any other equipment / intercom or any other facility will be shared by the allottee(s) in proportion to the carpet area of apartments.
8. Regular monthly maintenance amount to be decided by the Developer / Authorised Body as per the Clause No. H (1) below for the purpose of maintenance of the project, shall be payable to the Developer, authorized agency/ nominated agency in advance from the date of completion of unit/ offer for possession/ actual possession/ sale-deed, whichever is earlier.
9. The intending allottee(s) agree to pay to the Developer extra charges on any additional facility provided by the Developer in future during construction.
10. 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).
11. Till such time as full payment of sale price/ other charges/dues/ levis/ taxes/ duties remain unpaid and physical possession is not taken, the intending allottee(s) covenants with the Developer that he/ she/they shall have no objection to the Developer raising finance/loans/securities, from the financial institutions against receivable for the development / construction of his/her/their unit.
12. The intending allottee(s) hereby covenants with the Developer to pay from time to time and at all times, the amount which the intending allottee(s) is liable to pay as agreed, and to observe and perform all the covenants conditions of booking and to keep the Developer and its authorized agents and its representatives, estate & effect indemnified and harmless against any loss or damages that the developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the Developer.
13. The Developer / Financial Institution shall have first lien and charge on the said Unit for all its dues and other sums payable by the intending allottee(s) to the Developer/ Financial Institution.
14. In the event of cancellation of unit, the promoter shall refund 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) day of such cancellation/ withdrawal and remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/ withdrawal, whichever is earlier.
15. In case the Allottee(s) want to avail loan facility from his/ her/ their employer or financing bodies to facilitate the purchase of said Unit, the Developer shall facilitate the process subject to the following:-
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

(Signature of Applicants)



- b. The responsibility of getting the loan sanctioned and disbursed as per the Payment Schedule opted will rest exclusively on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Developer as per schedule, shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the time provisions contained in Clause F-(3) as 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).

G. POSSESSION

1. That the vacant and actual physical possession of the Unit shall be delivered by the Developer to the Intending Allottee(s) at the time of execution and registration of the sale deed, after receiving all the dues/ charges/ levies/ duties and taxes with respect to the said Unit covered by Allotment Letter / Unit Buyer Agreement / Agreement to Sell or any other agreement or documents executed between the 'The Intending Allottee' and 'The Developer' as agreed by the 'The Intending Allottee' to 'The Developer'.
2. The Developer shall endeavor to hand over the possession of the Unit to the intending allottee(s) within the agreed time period as declared in the RERA Registraion. However, an extension of 6 months shall be allowed to the Developer by the allottee(s) in case it is required by the Developer only after taking approval from the competent authority.
3. In case the Developer is unable to handover the possession of the Unit to the allottee(s) within the time period detailed herein above, the Developer shall be liable to pay the allottee(s) compensation as under the provisions of the RERA.
4. The Developer shall offer in writing to the Allottee 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 for his/her/their occupation and use subject to the Allottee having complied with all the terms and conditions of the Application Form/Agreement to Sell/Unit Buyer Agreement and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Developer in this regard. The Allottee shall within the stipulated time in the notice, take over the possession of the said unit by executing necessary indemnities, undertakings, documentation and making payment of all the dues/charges/taxes. Any delay by the Allottee(s) in taking the possession from the possession due date mentioned in such notice / offer of possession letter, would attract Holding Charges for the period beyond 3 months at the rate as specified under RERA. Further, besides the levy of applicable holding charges, Chowkidari charges, Maintenance Charges, other charges / property tax etc. shall also be paid by the allottee to Developer from the possession due date and the said Unit will be handed over to the Allottee(s) on 'as is where is' basis. The Allottee(s) further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
5. It is understood and agreed that as per the provisions of RERA, the undivided share in the common area would be transferred to the Association of Allottees and not to the customer / purchaser.
6. The Allottee shall, after taking possession or deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to the Unit Allottee.

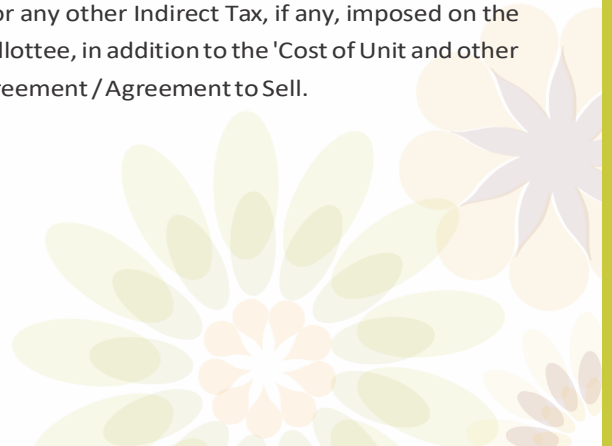
(Signature of Applicants)

H. MAINTENANCE

1. The Intending Allottee(s) upon completion of the said Unit agrees to enter into a separate maintenance agreement with any Association / Body of Unit owners or any other nominee / Agency / Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed / nominated by the Developer from time to time for the maintenance and upkeep of the said Project/Colony and the Intending Allottee undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of unit / offer for possession / actual possession / sale-deed, whichever is earlier irrespective whether the Intending Allottee is in occupation of the Unit or not. In addition to above the intending allottee shall deposit non-refundable Interest Free Maintenance Security (IFMS) / Monthly Recurring Maintenance Charges (MRMC) with the Developer or its nominated Agency as and when demanded by them.
2. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining Flats / Villas or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in the rectification from the allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it which shall be strictly payable by the allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Developer and its representatives indemnified in this regard.
3. The allottee(s) shall not 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 / Villa is unless mutually agreed in writing.
4. The ownership of Club in the project shall remain with the Developer and same may be transferred to any person(s) / Agency for its maintenance & operation thereof. It shall be incumbent on all the Allottee(s) to become the member of the club and pay the Membership Fees as well as monthly subscription charges as may be determined by the Developer / nominated person(s)/ Agency for smooth and proper running of facilities irrespective of the fact whether (i) Allottee(s) is using the facilities or not (ii) Possession of the said Unit has been taken over or not. Further, Allottee is bound with the rules and regulations as decided by the club management from time to time for it's members/Agency Payment for Club Membership fee and subscription will only entitle allottee for the entry to the Club and shall not create legal rights in any manner on the same which will remain vested with the Developer/Nominated person(s)/agency only.

I. 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 charges etc. shall be borne by the allottee(s). Any penalty / fine for the delay in execution / registration of Legal Document will be solely borne by the Allottee(s) only.
2. GST or any other third party/ statutory taxes, fees, charges, etc. or any other Indirect Tax, if any, imposed on the Developer in future, by the government, shall also be paid by the allottee, in addition to the 'Cost of Unit and other charges' signed and agreed in the Allotment Letter / Unit Buyer Agreement / Agreement to Sell.



(Signature of Applicants)

J. CORRESPONDENCE

1. The intending allottee(s) shall get his/her/their complete address registered with the Developer at the time of booking and it shall be his/her/their responsibility to inform the Developer by registered letter about all subsequent changes, if any in his/her/their address. **In case the allottee(s) is residing outside India, he/she/they shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999** and other applicable laws regarding remittance of payments and .required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her/they at the time when those ordinarily reach such address, and the intending allottee(s) shall be responsible for any default in payment and loss suffered by the Developer and such other consequences that arise due to the above.
2. In the case there are joint intending allottee(s), all communication shall be sent by the Developer to the intending allottee(s) whose name appears first and at the address given by him/her/they which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s) and the intending allottee(s) has agreed to this condition of the Developer.

K. FORCE MAJEURE

1. The intending allottee(s) understand(s) / agree(s) that the sale of the Residential/Commercial unit is subject to force majeure clause which inter alia includes delay on account any act which includes war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real state project or for any other reason beyond the control of the Developer and in any of the aforesaid events, the Developer shall be entitled to a reasonable extension of the time for delivery of possession of the said premises.
2. 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

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

(Signature of Applicants)



3. That the intending allottee(s) has intimated to the Developer that he/she/they have all the legal rights to own/ occupy property in India, on the basis of which this application has been submitted by him/ her. In case the property goes out of possession of the intending allottee(s) after its allotment, if any, or any liability / damages are imposed due to the 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 Developer has made clear to the Applicant(s) / Allottee(s) that it shall be carrying out extensive developmental / construction activities for many years in future in the entire area falling outside the Said **UNIT** and that the Applicant(s) / Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Applicant(s) due to such developmental /construction activities or incidental / related activities. It is made clear by the Developer and agreed by the Applicant(s)/Allottee(s) that all rights including the ownership thereof of land(s), facilities and amenities, shall vest solely with the Developer/ Promoter and they shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi – government, any other authority, body, any person, institution, trust and / or any local body(ies) which the Developer may deem fit in its sole discretion.
5. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

M. INDEMNIFICATION

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

N. JURISDICTION

All the disputes including all matters shall be subject to sole arbitration of the nominee of the Developer whose award shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the allottee(s) / purchaser. All proceedings shall be subject to jurisdiction of **Lucknow Courts** only and its subordinate courts in the city of **Lucknow**, Uttar Pradesh, India.

O. 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 Developer and shall pay further installments of the sale price including other charges demanded by the Developer within the stipulated time period.

Name of the Applicant(s)

1. _____

2. _____

Date _____

Signature of the Applicant(s)

1. _____

2. _____

Place _____

FOR OFFICE USE ONLY

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

Whether booking/application amount cheque 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 / Villa / Plot 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 ☐



Shalimar KSMB Projects

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