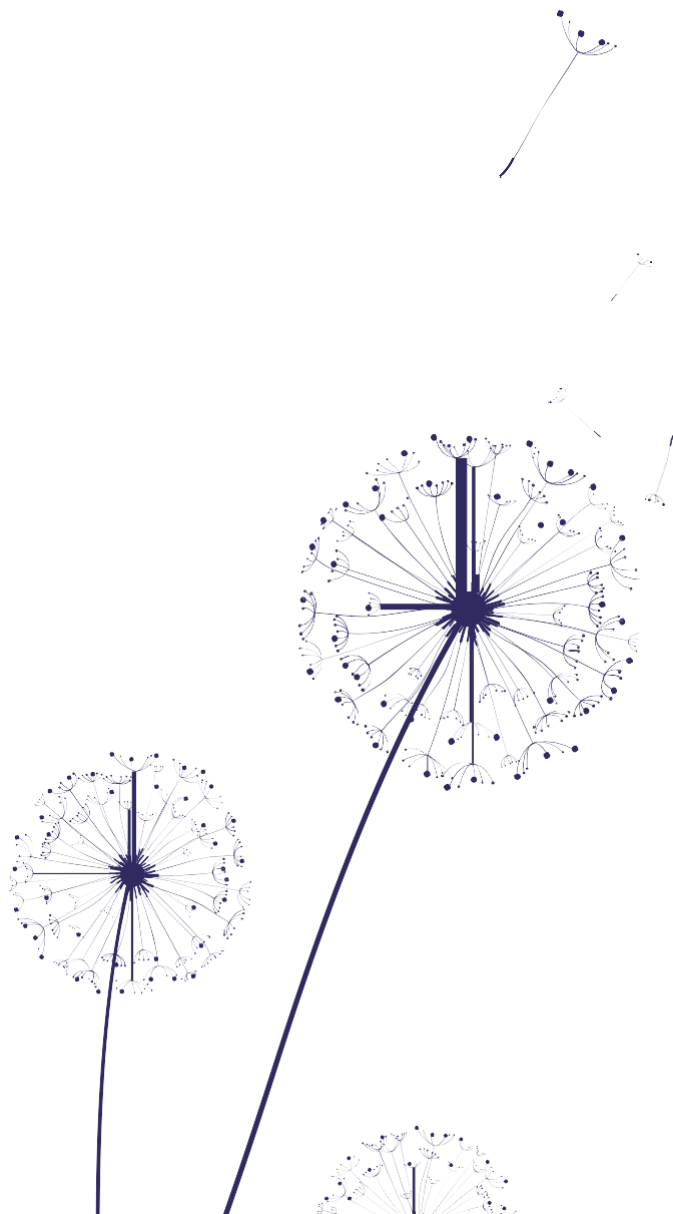


For Registration Purpose Only

RERA Registration No. \_\_\_\_\_  
Website - <http://up-rera.in/>

SHERE'S  
SHALIMAR  
**Mannat**  
— PREMIUM AFFORDABLE LUXURY —



**APPLICATION FORM**



For Registration Purpose Only



## Application for PROVISIONAL Allotment of a Unit in Shere Shalimar Mannat Extension, Project situated on Mohammadpur Chowki, Lucknow-Faizabad

RERA REGISTRATION No.: \_\_\_\_\_

RERA WEBSITE LINK: <http://www.up-rera.in>

To,  
Shalimar Corp Limited,  
11th Floor, Titanium Block, Shalimar Corporate Park,  
VibhutiKhand, Gomtinagar, Lucknow - 226 010

Sir(s),

I/We request that I/We may be provisionally allotted a Flat No./Shop No. \_\_\_\_\_ in the Block / Cluster \_\_\_\_\_ in the Project known as **“SHERE SHALIMAR MANNAT EXTENSION”** situated on Mohammadpur Chowki, Lucknow-Faizabad Road, Distt.- Barabanki Uttar Pradesh, India.

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 **“Shalimar Corp Limited”**, a company incorporated under the companies Act 1956 having its Office at Titanium, Shalimar Corporate Park, VibhutiKhand, Gomtinagar, Lucknow - 226010 (hereinafter referred to as Developer), I/we agree to pay the balance sale price and all other charges 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 Developer's standard format, 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 the Agreement to Sell / Unit Buyer Agreement 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 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 /



My / Our particulars are given below:-

### 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/ Shop No \_\_\_\_\_ Block/Cluster \_\_\_\_\_ Floor \_\_\_\_\_ Carpet

Area: \_\_\_\_\_ sq. mt. / \_\_\_\_\_ sq. ft. Super Area: \_\_\_\_\_ sq. mt. / \_\_\_\_\_

\_\_\_\_\_ sq. ft. Basic Sale Price

(Rs.): \_\_\_\_\_ ☐ PLCAmount (Rs.) \_\_\_\_\_

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

Club Membership Charges : \_\_\_\_\_

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

Channel Partner, (If any), Name:

(Sign and Rubber Stamp)

Telephone/ Mobile Number:

Self Attested  
recent Colour  
Photograph of  
Authorised  
Signatory



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 SHERE SHALIMAR MANNAT EXTENSION**

**located at Mohammadpur Chowki, Lucknow-Faizabad Road,  
Distt.- Barabanki (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 **Shere Shalimar Mannat Extension** located at Mohammadpur Chowki, Lucknow-Faizabad Road, Distt.- Barabanki (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 Developer and understood by him/her/them.

**A. TITLE**

1. The Units (Flats / Shops) are being developed by Shalimar Corp Limited (hereinafter be called Developer) in its Residential / Commercial Project – “**Shere Shalimar Mannat Extension**”, situated at Mohammadpur Chowki, Lucknow- Faizabad Road, Distt.- Barabanki. Copy of the related documents have 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 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 / Shop (hereinafter referred to as 'Unit') in “**Shere's Shalimar Mannat**” project with full knowledge and subject to all the laws/notifications and rules applicable to the city of Barabanki 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.

(Signature of Applicants)



### 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 Developer shall have the right to effect suitable and necessary alteration in the Elevation / Layout Plan of the building or block of buildings, Landscaping Plan or Payment Plan of units if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of the Unit, change in block/building/floor, 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.

### 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 prepared by the Developer, 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 CORP LIMITED**" 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 installments or more from the schedule mentioned and agreed at the time of booking / allotment of the unit, 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 as well as interest towards late payment of installments. **Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the Developer.**

(Signature of Applicants)



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 @ rate of % 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).
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) proportionately to the area of the Unit allotted.
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) shall additionally pay on demand to the Developer 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 Developer extra charges on any additional facility provided by the Developer in future during construction.
11. 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).
12. 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.
13. 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.
14. 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.

(Signature of Applicants)



15. In the event of cancellation of unit, the intending allottee shall have no right, lien or interest on the said Unit and the Developer 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 wants to surrender the allotment, for any reason whatsoever at any point of time, then the Developer, in its sole and absolute discretion, may cancel/ terminate the Booking Application/ Agreement to Sell / Unit Buyer Agreement and after forfeiting the Earnest Money 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 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.
  - 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 disclosed in the RERA Registration. 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

(Signature of Applicants)



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 Developer 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 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. Therefore, the area difference between the Carpet and Super Area would not be registered to the customer / purchaser of the unit.
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.

#### **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 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 is unless mutually agreed in writing.
4. The ownership of Community Centre 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 Community Centre and to 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.

(Signature of Applicants)



#### 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.

#### 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 space (Flat/Shops) 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 Developer, 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 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.

(Signature of Applicants)



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.
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.

(Signature of Applicants)



**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 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 ☐

Community Centre Membership Charges \_\_\_\_\_

External Development Charges : \_\_\_\_\_

Interest Free Maintenance Security : \_\_\_\_\_

External Electrification + Fire Fighting Equipment Charges: \_\_\_\_\_

Power Back-up Charges: \_\_\_\_\_

Recurring Monthly Maintenance Charges : \_\_\_\_\_

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

Booked Through: Direct ☐ Channel Partner ☐

Name of the Channel Partner / Direct Sales Executive : \_\_\_\_\_

Remarks / Comments : \_\_\_\_\_

\_\_\_\_\_

Booked by ☐

Checked by ☐

Approved By ☐





## **Shalimar Corp Limited**

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11th Floor, Titanium, Shalimar Corporate Park, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010

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Promoter Registration No.: **UPRERAPRM4092**