



SHIVA PALACE

Luxury Apartment and Exclusive Commercial Space

Magnificent Lifestyle in the Heart of City

Cantt Road, Hazratganj, Lucknow

Application Form

Dear Sir/s,

I/We the undersigned request that a flat/Commercial Space may be allotted to me/us per the company's terms and conditions which I/we have read and understood and shall abide by the same as stipulated by your company.

I/we further agree to sign and execute any necessary agreement, as and when desired by the company on the company's standard format. I/we have, in the meantime, signed the salient terms and conditions of sale attached to this application form.

I/We remit here with a sum of.....(Rupees.....) By Bank Draft/ Cheque No. Dated Drawn on Bank Payable at Lucknow as part of earnest money.

All draft and Cheques to be made in favour of "Rythem Marketing Pvt. Ltd." payable at Lucknow or Mentioned in Prices List of the project.

My/ our particulars as mentioned below may be recorded for reference and communication.

1. Applicant (sole/first).....
S/W/D/ ofNationality.....
Address (for Communication)
.....
.....Pin Code

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Telephone No. Mobile
E- Mail Pan No.

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Personal Details:

Date of Birth Qualification

Professional Details:

Occupation/Business..... Name of the Employer/Business.....
Address of the Employer/Business.....
Contact No.....Annual Income.....

2. Second Applicant Name
S/W/D of.....Nationality.....
Local Address(if any).....
.....Pin Code.

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Telephone No. Mobile.....
E-mail :Pan No.

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3. Residential Status Resident Indian Non Resident Indian

4. Funding Details :

The purchase consideration shall be paid out:

Own Source/Savings/Investments Financing from Banks/Financing/Institutions

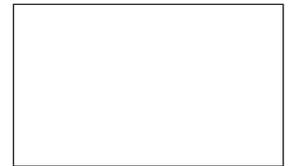
Type..... Floor..... Unit No.....

Payment Plan: DP Flexi CLP

Particulars	Area	Rate	Amount
Basic Sales Price(Per sq. ft.)			
Service Tax@			
Sub Total 1			
Floor PLC			
Maintenance Charges			
Car Parking (Open / Covered)			
Sub Total 2			
Grand Total(Sub Total 1 + Sub Total 2)			
Total			

6. Particulars of the Agent/Dealer

Name.....
 Address & Phone Nos.....



7. DECLARATION:

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

Yours Faithfully

Signature of applicant Place. Date.

For Office use only

- Application Received by
- Application accepted/rejected by.
- Registered money received vide R No. Dated. Rs.

 by Cheque/DD..... No..... Drawn
 from.....

(Authorised Signatory)

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has/have applied for allotment of a residential/commercial unit with the full knowledge and subject to all the laws / notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her/them.
2. The intending allottee(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the competent authority and the intending allottee(s) hereby gives his/her/their consent to such variation/ addition alterations / deletion and modification.
4. The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible.
6. The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She/We also agree(s) to make all payments through demand drafts/cheques drawn upon and payable at Lucknow only.
7. The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case maybe, to the extent of 10% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter / Agreement within the time allowed by the Company.
8. The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfillment of, terms of payment and the allotment may be cancelled at the discretion of the Company.
9. In case of default of dues of the financial institution/agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency without any reference to BUYER.
 - a. In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, that facilitates the process subject the following.
 - b. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the BUYER alone.
 - c. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause stated as above.
10. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the same proceeds, when realized from the re-allotment of the said unit. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be accordingly delayed, without any claim towards interest for such delay.
11. At present, the safety measures have been provided as per existing fire code/regulation.
12. The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or the building as the case may be, from the date of allotment.
13. The Company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her/them. The Company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days there of, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
14. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Buyers.
15. The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her/them full price and other connected charges. The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed/Mutation of the unit in favour of the intending allottee(s). The freehold charges will be 6% of the basic cost of proportional area of the land prevalent at the time of booking.
16. The intending allottee(s) shall get his/her/its complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by registered A/Dletter about all subsequent changes, if any, in his/her/their address(es). failing which all demand notices and letters poste dat the last recorded address will be deemed to have been received by him/her/the mat the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.

17. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the company.
18. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction there on and this proposal shall not give to the allottee(s) any right or interest therein.
19. The allotment of the unit is entirely at the discretion of the company.
20. The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as ruling in Lucknow. If however, during the progress of the work, escalation in cost takes place which will be based on All India whole Sale Index for all commodities the effect of such increase as assessed by the company and intimated to the intending allottee(s) shall be payable by him/her/them over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter/Agreement. The decision of the company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and recovered by the company from the intending allottee(s) with in one or more of the installments or separately as per the formula for calculating given in Buyers Agreement.
21. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
22. Any dispute or differences arising out of/touching and/or concerning this transaction which may arise between the Company and the allottee during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
23. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Court where property under subject to sale is situated.
24. The intending allottee(s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (Down Payment/Installment Plan) opted by him/her /them.
25. The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas.
26. The intending allottee(s) shall also not change color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allottee(s) .
27. The allottee shall not use the premises for any activity other than the use specified for.
28. In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has/have agreed to this condition of the company.
29. The intending allottee(s) agree(s) that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay / suspension of scheme.

In consequence of the Company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the scheme.



RYTHEM MARKETING PVT. LTD. (INDIA)

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