



SG Heights

(Project of Shivani Gangajali LLP)

Your abode in the lap of luxury



GH - 5, Sec - 6(c), Vrindavan Yojna, Lucknow

Date.....

Dear Sir,

I/We request that I/we may be allotted a Residential Unit/ Commercial space in your project mentioned overleaf to me/us as per company's terms & conditions. Which I/We have read and understood and shall abide by same as stipulated by your company. I/We also declare that particulars mentioned below by me are true and nothing has been concealed.

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 & condition of sale attached to this application form.

I/we remit herewith a sum of Rupees.....

By cheque /bank draft No..... Dated..... as part of advance money / booking amount.(All D.D./Cheques/RTGS/NEFT to be made in favour of "Shivani Gangajali Collection Account for SG Heights")

PERSONAL DETAILS

First Applicant.....

Son /Daughter/ Wife of

Occupation

Mailing Address

SIGN ACROSS

Mobile

Alternate Mobile

Email

PAN No.

Nationality

Second Applicant.....

Son /Daughter/ Wife of

Mailing Address

SIGN ACROSS

Mobile

Alternate Mobile

Email

PAN No.

Nationality.....

UNIT DETAIL

Date of Booking Floor Unit No.
Super Area (Sq.Mtr. / Sq.Ft.) Covered Area (Sq.Mtr. / Sq.Ft.)
Total Price of Unit (In Rs.).....

Parking

Basement ☐ Stilt ☐ Surfaced Covered ☐

Sale Organizer's Details

Name -
Code -
Address -

I/We hereby declare that I/We have gone through and understood the terms & conditions mentioned overleaf and shall abide by the same.

.....
Signature
First Applicant

.....
Signature
Second Applicant

.....
Signature
Authorized Signatory

Terms & Conditions

1. TITLE:

SG HEIGHTS project in the city LUCKNOW (U.P.) mentioned in the application forms (hereinafter referred to as the Group Housing Project) is being developed on land allotted from Awasthi Vikas Parishad Lucknow in auction held by the Shivani Builders Pvt. Ltd. and / or companies and individuals, who had given rights of development of project and sales of units and facilities to Gangajali Engineers Pvt. Ltd. Lucknow. The aforesaid project is being carried out in conformity with relevant and prevalent laws, rules and notifications of the land.

2. ALLOTMENT:

- On paying 10% of the price of unit on discretion of company as per their products, allotment letter for booking shall be issued to the applicants.
- However the final allotment shall be entirely at the discretion of the company and the company reserves the right to reject any application without assigning any reason whatsoever.
- The unit to be allotted is from the units in the project proposed to be constructed in different categories and phases and in conformity to relevant laws, notifications and rules applicable.
- The company has already fixed preferential location charges (PLC) for certain units and if the intending applicant (s) opts for the bookings of any such units, he/she shall pay such charges.

3. LAYOUT & PLANS:

- Plans designs & specifications accepted by the applicant (s) at the time of booking are tentative in nature and the Company may affect such variations, additions, alterations, deletions and modifications on its own or upon the instructions of any Competent Authority Government or the Local Bodies as the case may be. The same shall have binding upon the customer / applicant(s). Further, the applicant (s) shall have no right to cancel the unit on this ground. The company shall not pay any compensation on the ground of such changes.
- In case of apartments / group housings, where special law of apartments are applicable. Only undivided interest in the common areas shall be transferred to the unit holder along with unit area.

4. CORRESPONDENCE

- a) If there is more than one applicant, all applicants shall be treated as joint applicants. However, all correspondence shall be made to first applicant in case of joint applications or to sole applicant as the case may be at the address given in the Application Form, unless any change is intimated in writing and duly received by the Company.
- b) Demand letters, notices, intimation, posted at the given address shall be deemed to have been received by customers / applicants as per section 27 of General Clauses Act. The Company shall not be responsible for any default and its consequences thereof.

5. TRANSFER:

- a) In cases of transfer of unit by the applicant(s) to another person before execution of sale deed, applicable transfer fee and administrative fee shall be payable by the Customers / applicants to the Company (Please contact with the company for transfer and / or Administrative fee applicable for your unit). The respective parties shall be required to submit an application letter and an affidavit duly notarized and prescribed format along with new application form filled up accordingly.
- (ii) NRI and POIs can transfer by way of sale only to Indian Nationals.

6. MAINTENANCE:

- a) Interest Free Maintenance Security Fund (as amount & payment schedule decided by company) shall be payable by the customers/applicant(s)
- b) Monthly maintenance charges shall be applicable extra after possession of unit. To smooth operation of facing Monthly maintenance charges shall be communicated to customers /applicant(s).
- c) After completion of the project, maintenance may be handed over to the Society formed by the residents or to the local authority if maintenance is taken over by it. The applicant shall have to execute a specified maintenance agreement with the Company.

7. CANCELLATION:

- a) If the applicant wishes to cancelled the unit on his own accord or the unit is cancelled by the Company for violation of any of the terms and conditions by the applicant, then the deposited amount or equivalent amount in foreign currency paid by the applicant is refundable without any interest after deducting cancellation charges as discretion of company
- b) The deductions in 8 (i) above are to compensate the Company's initial promotional expenses including processing and administrative expenses and far loss of business, commission etc.
- c) If company is unable to provide the desired type of unit as booked under the application form, any other type of unit shall be offered to the applicant which the customer /applicant may accept. However, if the same is not acceptable to the customer /applicant then the advance amount shall be refunded without any interest and deductions.

8. FINANCIAL:

- a) Payment in furtherance of booking shall be made as per schedule agreed upon between the company and the applicant /customer.
- b) In case of delayed in payment of installments amount, an interest @ MCLR+1% on the amount of default shall be charged along with the delayed payment from the due date till the date of actual payment. Further in case of nonpayment of the installments amount, after a maximum of three reminders with in a period of 45 days, the booking & allotment shall stand automatically cancelled without any further intimation to the applicant in such case, the amount received is refundable after deduction as per Clause No. 8(a).
- c) Responsibility for payment of all the installments/dues shall be upon the applicant and all joint holders as well as their heirs, successors, assignee, whosoever may claim interest in the unit.
- d) The clause under this head is equally applicable upon the joint applicants/companies/firms/society etc.e) If the after the death or otherwise of the original applicant, if no one comes forward to deposit and continue to deposit the payments due within one year of death or cessation of office etc, then the amount so deposited shall be forfeited and booking shall stand cancelled.
- e) The applicant shall be required to deposit all installments, charges, dues, etc. into account of the company or directly to company offices and get the receipt of the same.

9. DUTIES & TAXES:

- a) All expenses such as the stamp duty, registration charges, Electric connection charges surcharges etc as applicable shall be borne by the applicants.
- b) GST or any other tax (if imposed) shall be required to be paid and continue to be paid by the applicants, etc.
- c) Municipal, Electrical, Water, Sewer taxes or any other tax (if imposed by concerned local authority) shall be required to be paid and continue to be paid by the applicants, etc.

10. COMMON AREA

- a) The passage and the common spaces in the building shall be kept open and free from obstruction at all times and no right shall accrue to the applicant over the common areas/spaces/terrace in the premises in any manner whatsoever.
- b) The applicant shall not put-up any name or sign board, Neon sign, publicity or advertisement material on the external facade of the apartment.
- c) applicant shall not change the color scheme of the outer side of the apartment or carryout any change in the exterior elevation or design.

11. LOAN FACILITY:

- a) The company is not money lender and also not involved in such activities. However, in order to help its customers shall take all endeavours to get the loan sanctioned to the applicant(s) from any nationalized /private banks.
- b) The company makes clear that the company will not gain in getting the loan to applicant and the company has no personal interest in the same.

12. POSSESSION:

- a) Possession shall be handed over as per the agreed schedule and only after the receipt of the final installment along with all other dues, charges etc.
- b) In case of cash down payment, possession shall be given only on or after the scheduled period as per agreed terms and on payment of all applicable fees /dues & charges, if any.
- c) Except for Force Majeure, if the company is unable to handover possession as per schedule, the applicant(s) shall be entitled for interest @ MCLR+1% annually of the total amount paid by the applicant(s) till the date of actual possession.

13. FORCE MAJEURE:

Completion of the allotted units and the project as a whole is subject to force majeure which means the delay due to circumstances beyond the control of the Company including but not limited to disruption in construction due to war or enemy action or natural calamities or any Act of God or a result of any notice, rule, notification of the Govt. /Public or other Competent Authority or any other reason whatsoever including non-availability of building materials and labour, which cause the scheduled date for handing over possession shall be automatically extended.

JURISDICTION

- a) In case of any dispute arising out of these terms and conditions, it shall be referred to a Sole Arbitrator to be appointed by the Company whose decision shall be final and binding on both the parties.
- b) In case of any dispute, subject to aforesaid arbitration clause, the Courts at Lucknow shall have jurisdiction in all matters.

15. DECLARATION:

I / we do hereby declare that I / we have been explained everything mentioned in the aforesaid application form, its terms and conditions in the language known to me /us. Further, I/we agreed to abide by the rules and regulations of the Company and shall pay further installments of the sale price including other charges as demanded by the Company in the stipulated period.

Date:.....

(Signature of First Applicant)

Place:.....

(Signature of Second Applicant)