

ALLOTMENT FORM

**GURUKRIPA DEVELOPERS &
INFRASTRUCTURES PRIVATE LIMITED.**
4A/GH-05, Vrindavan Yojna,
Sector-4, Rae Bareli Road,
Lucknow.

Dear Sir/Madam,

I/We request that I/We may be registered for provisional allotment of a residential Flat (hereinafter referred to as the "Flat") in the Group Housing Project known as "**Indraprastha Grand**" being developed by **GURUKRIPA DEVELOPERS & INFRASTRUCTURES PRIVATE LIMITED** having administrative office at 3, Block B-1, Ramkumar Plaza, 75, Hazratganj, Lucknow (hereinafter referred to as the "**Company**") on [Plot No.-4A/GH-05, Vrindavan Yojna, Sector-4, Rae Bareli Road, Lucknow], U.P. admeasuring approximately 5723.01 sq. mtr. (61,602 sq. ft.) (Hereinafter referred to as the "**Plot**").

I/We remit herewith a sum of Rs...../-only
(Rupees.....)
.....) by Bank Draft/ Cheque No.-
.....dated..... Drawn
in favour of **GURUKRIPA DEVELOPERS & INFRASTRUCTURES PRIVATE LIMITED** as registration
amount for the provisional allotment of the Flat.

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 Flat notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application and final allotment will be made only after I / We sign and execute 'the Flat Buyers Agreement' / 'Agreement to sell' on the Company's standard format, agreeing to abide by the terms & conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/We fail to execute and return the Flat Buyers Agreement / Agreement to Sell within (60) days from the date of this application, my/our application for the Flat shall be treated as cancelled only at the sole discretion of the Company and the earnest money paid by me/us shall stand forfeited. I/We are making this application with full knowledge that the layouts of the Project/Building plans are sanctioned by the competent authority.

I/We have instructed the Company that if for any reason including change in the Company's policy of the building plans, the Company is not in a position to finally allot a Flat applied for within a period of sixty days from the date hereof, I/We would like to have refund of the amount deposited with the Company without any interest or penal charges thereon for which I/We would give notice to the Company to make payment within thirty (30) days of the receipt of notice.

(i).....

Sole / First Applicant

(ii).....

Second Applicant

I/We clearly understand that the allotment of a Flat by the Company, pursuant to this application shall be purely provisional till a Flat Buyers Agreement on the format prescribed by the Company is executed by the Company in my/our favour.

I/We have perused the Price List-cum-Payment Plan and agree/s to pay as per the "Payment Plan" option by me/us.

1. SOLE / FIRST APPLICANT (Compulsory to fill all the details.)

Mr. / Ms.....

s/w/d of.....

Guardian's Name (In case of minor).....

Nationality.....

Occupation:.....

Service () Professional () Business () House wife ()

Any other.....

Resident Status:.....

Resident () Non Resident () Foreign National of Indian Origin ()

Photo of sole/first applicant

Mailing Address:.....

E-mail.....

Tel. No.....

Fax No.....

Mobile.....

Permanent Address:.....

Tel. No.....

Fax No.....

Mobile.....

Income Tax Permanent Account No.....

Sole / First Applicant

(i).....

(ii).....

Second Applicant

5. Payments:-

Rate per sq. ft.	Total Amount
(i) Basic Consideration Price	Rs.
(ii) Parking	Rs.
(iii) Interest Free Maintenance Security	Rs.
	for 3 BHK
	for 2 BHK

(iv) External Electrification, External Development, Fire Fighting, Etc. Rs.

(v) Monthly Maintenance Charges @ Rs./- per sq. ft. per month for 12 months advance at the time of possession Rs.

(vi) G.S.T. Service Tax/Any Other Taxes /Other Charges, if any Rs.

(vii) Swimming Pool, Gym etc. Rs.
 I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read / understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree and undertake to abide by the brief terms and conditions as appearing herein above as well as in Schedule-I to this application and further declare that the above particulars / information's given by me / us are true and correct.

Note:-

1. Cheques/Demand Draft towards consideration of the Flat to be made in favour of **GURUKRIPA DEVELOPERS & INFRASTRUCTURES PRIVATE LIMITED.**
2. In case, the cheque comprising booking amount is dishonoured due to any reason whatsoever the present application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/revoked/withdrawn without any notice to the applicant.
3. All amounts received from intending Allottee(s) other than Resident Indian shall be from NRE/NRO/Foreign Currency Account only.

(i)..... Sole / First Applicant
 (ii)..... Second Applicant

TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT (the "Allotment") OF THE FLAT IN 'INDRAPRASTHA GRAND' (the "Flat") AT Plot No.-4A/GH-05, Vrindavan Vojna, Sector-4, Rae Bareilly Road, Lucknow.

1. The INDRAPRASTHA GRAND is a residential group housing project (the "Housing Project") developed at Plot No.-4A/GH-05, Vrindavan Vojna, Sector-4, Rae Bareilly Road, Lucknow, U.P., measuring 573.01 sq. mtr. (61,602 sq. ft.) (hereinafter referred to as the "Plot"). The said Plot has been purchased by GURUKRIPA DEVELOPERS & INFRASTRUCTURES PRIVATE LIMITED (the "Company") having administrative office at 3, Block B-1, Ramkumar Plaza, 75, Hazratganj, Lucknow by registered sale deed on 11-07-2012 wide Book No-1, Rg. No-13214 at the office of the Sub-Registrar-1, Lucknow. Subsequently Company has planned for Group Housing Project on the said Plot of land and got the multi-storied group housing plan approved from Competent Authority vide permit no.-851, dated 10-07-2013.
2. Pursuant to the application made by the Allottee(s), the Allottee(s) has been selected for the allotment of the Flat. This Allotment to the Allottee(s) is purely provisional and is further subject to the compliance (by the Allottee) with terms & conditions of the Allotment. The Allottee has read and understood, and has hereby agreed to abide by all such terms & conditions.
3. The Allottee(s) has undertaken all necessary due diligence on the Plot and the Flat, with respect to the title of the Company and has seen and perused the relevant documents/papers in relation to the same and is fully satisfied that the title of the Company to the said Plot and the Flat is marketable and that it has right and authority to develop and construct a group housing residential complex on the said Plot and sell specific Flat thereof to any party(s).
4. The Allottee(s) has paid Rs. (Rupees)..... only) as token advance for the booking and pay the balance as per payment plan opted by the Allottee(s).
5. Notwithstanding the above, where the payment towards the consideration for the Flat, is not received by the Company within 3 months of the due date set out above by the Allottee(s), then the Company shall be entitled to cancel this Allotment, and retain the Earnest Money (as hereinafter defined), from amount paid by the Allottee(s) to the Company. Pursuant to such cancellation withdrawal of Allotment, the Allottee(s) shall have no right, title, lien, claim or demands whatsoever against the Flat. In such event (i. e. where the Allotment has been cancelled/withdrawn by the Company, the Company shall return to the Allottee(s) all amounts paid thus far by the Allottee(s) towards the consideration, after the deduction and retention of the Earnest Money and all costs, expenses, taxes and service charges as may be specified by the Company within a period of 60 days from the date of such cancellation/withdrawal, without any interest being due (from the Company to the Allottee) thereon.
6. Where any charges, development levies, property taxes, service tax, value added tax, cesses, fee and any other sums payable ("Taxes") to or demanded by the applicable municipal authorities, Lucknow, any local authority of governmental agency, ("Governmental Authority") in respect of the Flats, the same shall be borne by the Allottee(s) in proportion to the super area of the Flat and shall be payable immediately on demand before the title in respect of the Flat is transferred by the Company in favour of the Allottee(s).
7. It is clarified that the cost of the individual electric and water connection charges, changeover device for generator set for power backup & intercom phone instrument are not included in the sale price and will be chargeable extra. Further, in case of new policy of the Uttar Pradesh power corporation, if the power load for electric connections in the buildings would be sanctioned on the basis of single point metering system instead of multi point metering system, the Allottee(s) undertake/s to pay the proportionate cost of the electric connection of his/her/their flat.
8. (a) Subject to force majeure and subject further to all Allottee(s) for the Housing Project, making timely payment, the Company shall endeavour to complete the construction of the Flat within stipulated time decided by the Company from the date of the allotment of the Flat in the Housing Project, to the Allottee(s). No claim whatsoever by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of the reason stipulated as above and the Company shall be entitled to a reasonable extension not beyond 6 months for delivery of possession of the said Flat to the Allottee(s).
- (b) Subject to the Allottee(s) having complied with its obligation under Allotment, as well as the Flat Buyers Agreement, including but not limited to timely payment of the agreed purchase consideration and other charges payable as per the Payment Plan opted by the Allottee(s), in the event of any wilful delay in construction of the Flat, beyond extended period of 6 months attributable solely to the Company, delay charges would be payable to the Allottee(s) @ 5/- per sq. ft. per month.
- (c) The Flat Buyer shall take possession of the Flat within 30 days from the date of issue of offer to take possession, failing which he/she/they shall be liable to pay booking charges @ 5/- per sq. ft. per month.
- (d) The Allotment shall be entitled to take possession of the Flat only after all the amounts payable under this Allotment form are paid and the consent by the Allottee(s) of sale deed in respect of the said Flat and due registration of the same with the Sub-Registrar, Lucknow.
- (e) The Allottee(s) agree and acknowledge possession of the Flat as provided herein, the Allottee(s), shall have no claim against the Company as to any item of work, materials, installations, etc. in the said Flat or on any other ground whatsoever, and the Allottee(s) waives all rights and claims in relation to the same.

9. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area of the said Flat on account of structural design of the complex/tower. It is clarified that it is only the built up area of the Flat that has been agreed to be sold and the inclusion of the common areas in the computation of the saleable area does not give any proprietary interest therein to the Allottee(s).
10. That intending Allottee(s) shall not be entitled to transfer the Flat to any third party without first paying the entire sale consideration to the Company, subject to the prior approval of the Company and on clearing all dues till that date to the Company. Company may at its sole discretion, permit such substitution/nomination/transfer on such conditions as it deems fit and proper, and in accordance with the guidelines issued by the government authority, if any, in this regard. All applicable administrative transfer charges @ 250/- per sq. ft. on the saleable area of the Flat for such substitution/nomination/transfer, together with any applicable taxes, dues or duty leviable under any law for such substitution/nomination/transfer will be to the sole account of and be payable by the Allottee(s), prior to such substitution/nomination/transfer. It is hereby clarified that any change in name of the Allottee(s) (including all additions/deletions) shall be deemed as substitution for the purpose of this Agreement.
11. The Company, subject to the Allottee(s) having paid the entire consideration and other charges and dues to the Company, shall execute a sale deed in favour of the Allottee(s) as per the rules, regulations, bye-laws and other applicable regulations of the government authority. All costs, expenses pertaining to the execution of the sale deed including inter alia, payments towards applicable taxes, stamp duties, registration charges, fees, etc. shall be borne and paid by the Allottee(s).
12. Save and with the sole exception of the interior spaces for the Flat allotted to the Allottee(s), the Allottee(s) shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircases, lifts and corridors (the "Common Area").
13. The Company shall have no government authority. All costs, expenses pertaining to the execution of the sale deed including inter alia, payments towards applicable taxes, stamp duties, registration charges, fees, etc. shall be borne and paid by the Allottee(s).
14. However, all such Common Areas and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Areas, till such time as the same is transferred / assigned to any other body association of society or residents of the Housing Project, in accordance with the provisions of U. P. Flat Ownership Act, 2010 or any other law applicable to the Housing Project. Provided further that any open spaces, parking spaces (except to the extent the parking space that are transferred to any body of association of society and shall remain in the sole ownership of the Company.
15. Such body or association or society shall not do or permit any person to do the following acts:-
- (a) To store in the Flat any goods, which may be are combustible nature or which are so heavy as to affect the construction or the structure of the Flat or any part thereof.
- (b) To do anything or in about the said Flat which may tend to cause damage to any flooring or ceiling or any Flat over/below or adjacent to the Flat Allottee(s) or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- (c) To demolish the Flat or any part thereof or to make any addition or alteration of whatever nature to said Flat or any part thereof.
- (d) To close or in any manner obstruct or restrict the use of the ground space, corridors or balconies or common passage or common corridor or any other common areas.
- (e) To make any alterations in any elevations outside, colour scheme of the exposed wall of the veranda, lounge or any external wall, or both the faces of external doors and window of the Flat to be acquired by him/her which in the opinion of the Company differ from the colour scheme of the lower/building of the Housing Project.
- (f) To put up any name or signboard, publicly or advertisement material outside the allotted Flat or anywhere in the Common Area without prior (written) permission of the Company.
- (g) To make noise pollution by use of the loudspeakers or otherwise and / or through or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purpose in the Housing Project.
16. The Allottee(s) shall pay on demand and without any delay or taxes or other charges or levies or leviable for the future on the building, from the date of allotment of Flat and so long as each Flat is not separately assessed for such taxes for the building, the same shall be payable and be paid by the Allottee(s) in proportion to the super area of the Flat allotted to such Allottee(s). Such apportionment shall be made by the Company or the maintenance agency designated by the Company, as the case may be, and the assessment and apportionment of the same shall be conclusively, final and binding upon the Allottee(s).
17. The said Housing Project shall always be known as "Indraprastha Grand" and the name shall not be changed by any association (including the words "Indraprastha Grand"), (whether registered or not) shall always remain and vest with the Company, and the person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.
18. The Company covenants with the Allottee(s) that on the Allottee(s) paying the dues and performing the terms & conditions of the Agreement and stipulations herein contained, he shall peacefully hold and enjoy the said Flat without any interruption by a person rightfully claiming under or in trust for the Company.
19. Any delay or indulgence by the Company in enforcing the terms of the Company of any breach or non-compliance of any of the terms & conditions of this Agreement shall not be construed as a waiver on the part of the Company of the rights of the Company.
20. It is clarified that the cost of the individual electric, water & sewer tax, house tax, power back-up and charges for operation generator sets, solar water heating system, fire fighting system, ITMS are not included in the basic sale price and will be charged extra.

Sole / First Applicant

Second Applicant

19. The amounts (including the basic charges and the other charges) as specified are being calculated, charged and are to be paid by the Allottee(s) based on the present proposed super area of the Flat. Provided that in the event of any increase/decrease in the super area of the Flat the total consideration of the Flat shall be subject to revision by the Company and shall be payable and/or adjustable from the price at which the Flat has been booked for allotment by the Allottee(s). It is hereby clarified that except to the extent specified herein, the basic price of the Flat is Company, and not subject to variation.
20. The Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the complex as determined by the Company or its nominated agency (as may be specified under the Maintenance Agreement) from the date of completion of Flat/offer of possession/actual possession/sale deed, whichever is earlier. The Purchaser shall pay to the Vendor 12 months advance Maintenance charges, prior to taking over the possession or when the building would be ready for possession, whichever is earlier. These charges shall be in addition to the interest-free maintenance security deposit. The Parties agree and acknowledge that this security deposit shall pursuant to any transfer without any interest thereon (whether by means of a sale, assignment, disposal or otherwise) of the Flat by the Purchaser to a third party, be transferred in the name of the third party transferee.
21. The intending Allottee(s) agree to pay to the Company/Promoter/Developer extra charges on any additional facilities provided by the Company/Promoter/Developer in future during construction.
22. The layout plan of the entire Housing Project as drawn by the Company is subject to change, if deemed necessary by the Company or as may be required by any Governmental Authority, be entitled at its sole discretion to make suitable alteration in the layout plan, including inter alia towards a change in the area of the Flat, any floor, the number of Flats in the Housing Project, the location and increase/decrease in the number of car parking slots in the Housing Project or allotted to the Allottee(s). In regard to all such changes deemed necessary by the Company and/or its Architects, the opinion of the Company and / or Company's Architect shall be final and binding on the Allottee(s). It is also clarified that initially the building plans have been got approved by Competent Authority for the permissible FAR and the Company will also be applying for additional purchasable FAR as per the rules to avail the entire allowable FAR and if deem appropriate the Company may also avail compoundable FAR subject to its complete approval and regulation as per bye laws. The height of the building may also be increased to achieve the desired coverage subject to approval of the same by competent authority.
23. The Allottee(s) agrees and acknowledges that the right under and in relation to the ownership of land (s), facilities and amenities (including the common areas) other than those within the building in which the Flat is located shall vest solely with the Company. It is hereby clarified that the Company shall have the sole right and authority to deal in any manner with such land(s), facilities, common areas and / or amenities.
24. Out of the payments made by the Allottee(s), a sum equivalent to 10% (ten percent) of the consideration in respect of the Flat shall be deemed to be the earnest money (the "Earnest Money"). The Allottee(s) agrees and acknowledges that the Earnest Money shall at all times be a non-refundable deposit, and constitutes a genuine pre-estimate of the damage accruing to the Company in the event of the failure of the Allottee(s) to comply with its obligations under this Allotment.
25. Allottee(s) may at their option raise finances or a loan for purpose of the Flat, including through mortgage of the Flat (subject to the sole responsibility of the Allottee(s) to ensure sanction of the loan and disbursement, rejection or delay in the loan taken by the Allottee(s)), the Company shall be entitled to take recourse to all remedied available under applicable law, the sale deed, Flat Buyers Agreement including inter alia to terminate the Allotment.
26. Any cancellation of the Allotment for any reasons whatsoever shall not entitle the Allottee(s) to or give rise to a cause of action for any injunctory relief or a relief of specific performance and that the Allottee(s) hereby waives all rights in relation to the same.
27. The Allottee(s) shall be required to provide and register their complete residential address with the Company at the time of booking. Further it shall be the sole responsibility of the Allottee(s) to inform the Company of all subsequent changes in his/her address through the mean of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Allottee(s) at the time when those should ordinarily reach the address specified by the Allottee(s) at time of the booking for the Flat. It is hereby clarified that at no time shall the Company be required to undertake any inquiry in relation to the veracity of any address provided by the Allottee(s), and further that the Allottee(s) shall all be responsible for any default under this allotment. Flat Buyer's Agreement of applicable law, as may arise from their provision of an incorrect address of non-updating/non-amendment of such address.
28. The High Court of Allahabad at Lucknow Bench shall have the exclusive jurisdiction in all matters arising out of and/or concerning this allotment.
29. The Allottee(s) agree and acknowledge that the general terms and conditions as set forth hereinabove in this allotment are only illustrative and not exhaustive and may be altered or varied at any time by the Company. Further, notwithstanding anything contained herein, the Company reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

(i).....

(ii).....

PAYMENT PLAN

Sr.	Stage	Percent (%)
1	At the time of booking	5%
2	Within 30 days from booking	5%
3	Within 60 days from booking	7.5%
4	Within 90 days from booking	7.5%
5	On completion of 1 st floor roof slab	5%
6	On completion of 2 nd floor roof slab	5%
7	On completion of 3 rd floor roof slab	5%
8	On completion of 4 th floor roof slab	5%
9	On completion of 5 th floor roof slab	5%
10	On completion of 6 th floor roof slab	5%
11	On completion of 7 th floor roof slab	5%
12	On completion of 8 th floor roof slab	5%
13	On completion of 9 th floor roof slab	5%
14	On completion of 10 th floor roof slab	5%
15	On completion of 11 th floor roof slab	5%
16	On completion of 12 th floor roof slab	5%
17	On commencement of plaster & plumbing work	5%
18	On commencement of flooring	5%
19	On offer of possession	5%
	TOTAL	100%

Sole / First Applicant

(i)

Second Applicant

(ii)