



## APPLICATION FORM

“SAI KRIPA APARTMENT”

S.No.

Dear Sirs,

I/We request that I/We may please be allotted a Residential Flat Bharwara, Gomti Nagar, Lucknow.

I/We agree to abide by the Terms & Conditions of allotment as contained in this application form as well as brochure and any further amendment /additions that may be made by the Company from time to time.

I/We agree to take registration of an undivided interest in the land with relation to this lat as determined and arranged by the builder as and when intimated, subject to the conditions, that the lat will be constructed by the said builder as per approved plan and specied details of the builder for the apartments. I/We agree to sign and execute, as and when desired by the company, the agreement for construction of the lat or the flat Buyer's Agreement as the case may be on the company's standard format which I/We have read thoroughly and understood and I/We agree to abide by the terms and conditions contained therein.

I/We enclose herewith Cheque/Bank Draft No. : \_\_\_\_\_ dt: \_\_\_\_\_ for \_\_\_\_\_  
(Rupees Only) \_\_\_\_\_ drawn on \_\_\_\_\_

Bank in your favour, towards my/our booking / earnest money.

- Name of the Applicant : \_\_\_\_\_  
(IN BLOCK LETTERS) \_\_\_\_\_
- Father's / Husband's Name \_\_\_\_\_
- Permanent Address : \_\_\_\_\_  
\_\_\_\_\_
- Mailing Address : \_\_\_\_\_  
\_\_\_\_\_
- Date of Birth : \_\_\_\_\_ 6. Age : \_\_\_\_\_ 7. Occupation : \_\_\_\_\_ 8. Caste : \_\_\_\_\_
- Phone Nos. Office : \_\_\_\_\_ 10. Residence: \_\_\_\_\_ 11. Mobile : \_\_\_\_\_
- Mail ID: \_\_\_\_\_ 13. PAN: \_\_\_\_\_
- Residential Status. Resident / Non Resident
- Details of Flat : Floor ( \_\_\_\_\_ ) Flat No. \_\_\_\_\_ Saleable Area Sq.ft. \_\_\_\_\_

### DECLARATION

I/We hereby solemnly declare that the above particulars given by me / us are true to the best of my / our knowledge and belief.

I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars desired by the Builders, it shall be within the discretion of the Builder to reject my/our application.

The Builder has no obligation or liability to allot me/us a lat.

In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by the decision of the builder and it shall be inal and binding on me/us. I/We further agree to pay the balance payment in accordance with the Builder's schedule of installment.



## TERMS & CONDITIONS FOR ALLOTMENT OF A FLAT

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1. The intending allottee(s) has applied for the allotment of a flat, with full knowledge and subject to all laws, bye laws, notifications and rules applicable to this area, which have been well explained by the Builder & understood by him/her.
2. The intending allottee(s) has fully satisfied himself / herself about the rights & interest of the Builder on the said land and the project and its limitations and obligations in respect of the same.
3. The intending allottee(s) has fully verified and satisfied himself/herself about the genuineness of the title deed of the said land over which the multi-storied building will be built and there will not be any objections or investigations by the intending allottees in this respect in future.
4.
  - a) The builder will construct the multi-storied building in accordance with the approved plan of Jila Panchayat Lucknow as well as the specifications of construction given in the brochure.
  - b) However the Builder shall have the right to effect suitable and necessary alterations in the Building plan if necessary, and if there is any increase / decrease in the areas, the revised price will be applicable at the original rate at which the flat was booked. If for any reason the Builder is not in a position to allot the flat applied for, the Builder shall be responsible only to consider for any alternative property or to refund the amount deposited without any interest within a period of 90 days from the date of receiptance of the application form. The area shown in the brochure is the proposed saleable area.
  - c) The builder is at absolute discretion and may make such changes/ variations as may be required by the Authorities concerned or otherwise deemed necessary or advisable by the builder itself but without substantially altering the dimensions of the said flat/loor area, car parking space to be built for the allottee.
5.
  - a) The intending allottee(s) shall not be entitled to get the name of his / her nominee(s) substituted in his/her place without the prior approval of the Builder, who may in its sole discretion permit the same on such terms as it may deem it.
  - b) The intending allottee shall not assign or transfer the undivided interest in the land as well as the superstructure on it to come, till it is completed and without the prior written permission of Builder.
6. All expenses, regarding the execution of Sale Deed of the undivided interest in the land as well as the superstructure on it to come will be borne by the allottee.
7. Proportionate cost for the statutory requirements like wire lighting equipment/installation, electric sub-station, external electrification, individual service meter, water meter etc. if any, shall be payable extra by the intending allottee(s) over and above the price of the flat agreed for. Such proportionate expenses will be determined and intimated by the builder at its appropriate time. The intending allottee(s) shall pay these expenses in order to preserve the undivided common interest of the apartment within the time capsule.
8. The intending allottee(s) agrees to pay the total cost of the flat of (Rs. ) as per payment plan. It shall be incumbent on the intending allottee(s) to comply with these terms of payment. In case the installments are delayed the intending allottee(s) shall have to pay the interest on the amount dues as follows:
  - a) Upto 1 month's delay from the date of outstanding amount 10% P. A.. Even then if the intending allottee(s) fails to pay the installments with interest the Builder shall have the right to forfeit the earnest money deposited by him/her and the allotment shall stand cancelled and he/she will be left with no right or lien on the undivided interest in the land as well as flat. The amount paid over and above the earnest money shall be refunded to the intending allottee(s) without any interest after necessary deduction as decided by the builder. Such refund of amount is subject to the re-allotment of the said flat to some other allottee.
9. In case of cancellation of the booking or withdrawal by the allottee/applicant, the money paid by the allottee/applicant shall be refunded back to him/her without any interest after necessary deduction as decided by the builder.
10. After allotment of the flat all taxes or charges whether levied during execution or in future by Govt. or Authority concerned on the land or on the building (as the case may be ) shall henceforth be borne and paid by the intending allottee(s) only.
11.
  - a) Each intending allottee is bound to be a member of the Society/Association paying the Membership fees to be fixed by the builder initially and the allottee has also to pay an advance against the maintenance charges calculated per sq.ft. per monthly basis for a minimum period of six months, before handing over the flats, irrespective of the fact that the physical possession has been taken or not. The builder shall hand over all the services to the local bodies or society or association formed with all the co-owners of the multi-storied building.
  - b) The allottee has to furnish an affidavit/sign the handed over/taken over form with relation to his flat as per the standard format of the Builder before taking possession of the building.
12. Construction, specifications and facilities covered for the apartments are mentioned in the brochure as well as in the plan, any additional work, or items, if desired, by the buyer should be intimated well in advance, such acceptance is purely at the discretion of the Builder and may be carried out with additional cost.
13. **GST as applicable will be paid by the buyers.**

14. The bill amount shall be prepared and determined by the builder for such extra work based on the prevailing price at the time of execution.
15. In the event of delay in completion, or in the delivery for possession of the said unit, by reason or non availability of labour, steel, cement, water etc., or by reason of war, civil commotion, natural calamities etc., or due to any act of god, force majeure or due to any difficulty or impossibility arising from any Govt. Ordinances, Legislation of Notification or Order by the Govt. or Local Authority etc. the builder will not be held responsible in any manner.
16. Lucknow Courts alone shall have jurisdiction in all matters arising out or and/or concerning this transaction.
17. The intending allottee(s) shall get his/her complete address registered with the Builder at the time of booking and it shall be his/her responsibility to inform the Builder by Registered A/D Letter about all subsequent changes, if any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when these 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.
18. The allotment of plots is entirely at the discretion of the Builder and the Builder has the right to reject any offer without assigning any reason there of .
19. Lucknow courts alone shall have jurisdiction in all matters arising out of and/or concerning this transaction.

Date:

Place:

Signature of the Applicant(s)

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Construction & Infra Developers