

TULIP HOUSING

Builders & Promoters

UPRERAPRM.....



UPRERAPRJ.....

Address : Lower Ground- 2A/5, Gokhale Marg, Lucknow - 226001, E-mail : housingtulip@gmail.com

Mob. : 9415018215, 9554687843

Site : Sector - 7, Gomti Nagar Extension, Adjacent to Phoenix Mall, Lucknow

APPLICATION FROM

Dear Sir/s,

I/We the undersigned request that a Shop/Office/Storage Space/Studio/Service Apartment/Food Court may be allotted to me/us per the firm's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your Firm.

I/We further agree to sign and execute any necessary agreement, as and when desired by the firm on the firm's standard format in accordance with UPRERA guidelines.

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 Rs.(Rupees.....
.....) by Bank draft/Cheque No.Dated.....

Drawn onBank payable at Lucknow/New Delhi as part of earnest money.

(All drafts and cheques to be made in favour of **Tulip Housing**, payable at Lucknow or as mentioned in price list of the project.

I/We agree to pay further installments of sale price as stipulated / called for by the firm and the other charge as and when called for.

My/Our particulars as mentioned below may be recorded for reference and condition.

1. Application (Sole/First).....

S/W/D of Nationality.....

Address (for communication).....

..... Pin Code:

Telephone No. Fax No.

E-mail Mobile.....

Personal Details :

Date of Birth..... Qualification

Professional Details :

Occupation/Business Name of the Employer/Business.....

Address of the Employer/Business.....

Contact No. Annual Income

Funding Details :

The Purchase consideration shall be paid out of :

☐ Own Sources/Savings/Investments

☐ Financing from banks/Financial Institutions

Quantum of Loan to be raised : Rs.

2. Second Applicant Name

S/W/D of

Local address (if any)

..... Pin Code:

Telephone No. Fax No.

E-mail Mobile.....

3. Residential Status Resident Indian ☐ Non Resident Indian ☐

4. Payment Plan Down Payment ☐ Instalment ☐

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee (s) has/have applied for a commercial unit/Service apartment/Studio/Foodcourt with the full knowledge and subject to all the law/notifications and rules applicable to this area in general which have been explained by the firm 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 firm's offices and agrees that firm may effect such variations, additions, deletions and modifications there in as it may deem appropriate and fit after discussion with the intending allottee 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 firm, 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 carpet area and all other changes 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 may be, to the extent of 5% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited 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 authorizes the company to cancel the allotment of the said unit and repay the amount received till the date after deduction of Earnest Money and interest accrued on delayed payment directly to financing/institution agency on receipt of such request from financial institution 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 units, the Company, that facilitates the process subject to 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 refunded amount after deduction of earnest Money and adjustment of interest accrued on delayed payments, if any, will 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 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) agrees(s) to the Company and to pay on demand all taxes, levies or assessments, whether levied or liveable in further, 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 thereof, 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 charge and any other levies on account of the allotted unit.
14. The intending allottee(s) of the units shall pay necessary charges including security deposit for maintaining and upkeep 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 agreement 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 intending allottee shall get its agreement to sell registered after payment of 10% of the BSP as per the guidelines of UPRERA.
16. 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/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 charge/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).
17. 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/D letter about all subsequent changes. If any, in his/her/their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at 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 therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.

18. The Company shall have the first lien and charge on the said unit for all it dues and other sums payable by the intending allottee(s) to the company.
19. 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 constructions there on and this proposal shall not give to the intending allottee(s) any right or interest therein.
20. The allotment of unit is entirely at the discretion of the company.
21. The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as ruling in 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 is 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 installment or separately as per the formula for calculating escalation cost given in the Buyers Agreement.
22. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made application to the said property.
23. Any dispute of differences arising out of/touching and/or concerning this transaction which may arise between the firm and the allottee(s) during currency or expiry of this transactions, 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 arbitrator, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitrator proceeding shall be governed by the then prevailing rules and provision of Arbitrator and Conciliation Act, 1996.
24. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.
25. The intending allottee(s) agree 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.
26. The internal maintenance of said Unit including walls and portions, pipes, attached lawn and terrace areas shall be exclusive responsibility of the BUYER from the date of possession or Possession Due date, whichever is earlier.
27. In the event the intending allottee's decide to give its unit on Lease/Rent to a third party, the first right of refusal shall remain with the firm.
28. 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 without the written approval of the firm.
29. The intending allottee(s) shall also not change color scheme of the outer walls 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 allottee(s).
30. The allottee(s) shall not use the premises for any activity other than the use specified for.
31. 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.
32. The intending allottee(s) agree(s) that 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 statuary 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 firm 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 firm, so warrant, the firm may suspend the scheme for such period as it may consider expedient.

In consequence of the firm abandoning the scheme, the firm'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.

Date

X

Place.....

Signature of the Intending Allottee(s)

5. Details of unit to purchased :

- i) Type of Property :
- ii) Sector :
- iii) Unit No. :
- iv) Floor :
- v) Required Area : Sq.mt./Sq.ft./Sq.yards (Approx)
- vi) Basic Rate per Sq.mt./Sq.ft./Sq.yd. :
- vii) Basic Sale Price :

6. Car Parking Space : Open Covered

7. Allottee's Income Tax Permanent Account No.

8. Particulars of the Agent/Dealer

Name

Address & Phone Nos.....

.....

9. **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 correct and nothing has been concealed therefrom.

Yours faithfully,

Signature of Applicant (s)

Place

Date.....

FOR OFFICE USE ONLY :

1. Application Accepted/Rejected

2. Details of Unit allotted

Type Floor PLC

Carpet Area Sq.yd./Sq.mt./Sq.ft.

Rate per Sq.yd./Sq.mt./Sq.ft. Basic Sale Price Rs.

PCC Rate per Sq.yd./Sq.mt./Sq.ft. PCL Cost Rs.

3. Right to use Car Parking Space : One/Two Price Number

4. Payment Plan : Down Payment Instalment

5. Total Sale Price Rs.

6. Amount received at the time of booking vide Draft/Cheque No. Date Rs.

(Rupees) Drawn on

.....(Bank at Lucknow) vide our Receipt No. Dated

7. No. of Joint Applicants

Date

Place

Authorised Signatory