

PROVISIONAL ALLOTMENT LETTER

Ref. No.

Dear Sir,

I/We request that I/We may please be allotted a Residential Flat in “**Nirmala Vihar**” situated at Juggaur, Behind Anandi Water Park, Faizabad Road, 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 amendments/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 flat as determined and arranged by the builder as and when intimated, subject to the conditions, that the flat will be constructed by the said builder as per the Lucknow Zila Panchayat/Lucknow Development Authority approved plan and specified 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 flat 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.

PARTICULARS OF FIRST/SOLE APPLICANT

Applicant's Name: _____ Father's/Husband's Name: _____
Permanent Address: _____
Mailing Address: _____
Date Of Birth: _____ Age: _____ Occupation: _____
Mobile: _____ Alternate No.: _____ PAN: _____
Email ID: _____ Residential Status: _____

PARTICULARS OF SECOND/JOINT APPLICANT

Applicant's Name: _____ Father's/Husband's Name: _____
Permanent Address: _____
Mailing Address: _____
Date Of Birth: _____ Age: _____ Occupation: _____
Mobile: _____ Alternate No.: _____ PAN: _____
Email ID: _____ Residential Status: _____

PARTICULARS OF PROPERTY BOOKED

Flat no. : _____ Floor No.: _____ Area of Flat: _____ Rate per Sq.Ft.: _____
Additional Charges: _____ Total Cost: _____
Flat Directions: EAST _____ WEST _____
NORTH _____ SOUTH _____

DETAILS OF PAYMENT/BOOKING AMOUNT

I/We enclose herewith Cash/Cheque/Demand Draft/ RTGS No.: _____ Dated: _____ For Rupees _____ In words Rupees _____
_____ Only drawn on _____ Bank in your favor towards **my/our** booking/earnest money.

DATE:

PLACE:

Signature of the Applicant(s)

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 flat.

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 final and binding on me/us. I/We further agree to pay the balance payment in accordance with the Builder's schedule of installment.

I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan.

I/We have read the contents relating to the terms and conditions of allotment in detail annexed here to and hereby agree to abide fully by those.

DATE:

PLACE:

Signature of the Applicant(s)

PAYMENT SCHEDULE

As Per Annexure A

*PLC – Preferential Location Charges, EC- Electrification Charges, MSC- Maintenance Security Charges, IDC- Internal Development Charges, Furnished / Semi Furnished / Un Furnished: Rate _____ (as per enclosed Annexure B)

EDC - External Developmental Charges, CP Corpus Fund.

All payments to be made in favour of **NIRMLA INFRADEVELOPERS LIMITED** Payable at Lucknow only.

(i) Housing loan can be arranged as per eligibility (ii) Project Approved by Lucknow Zila Panchayat / Lucknow Development Authority.

FLAT NO.: _____ TYPE: TYPE / BHK / SQ.FT. _____

- 1. FLAT RATE : _____
- 2. PARKING CHARGES : _____
- 3. PREFERENTIAL LOCATION CHARGES : _____
- 4. MAINTENANCES SECURITY CHARGES : _____
- 5. ELECTRIFICATION CHARGES : _____
- 6. EXTERNAL DEVELOPMENTAL CHARGES : _____
- 7. INTERNAL DEVELOPMENT CHARGES : _____
- 8. CORPUS FUND : _____

TOTAL _____

In Words Rupees _____ only

DATE:

PLACE:

Signature of the Applicant(s)

NIRMALA INFRADEVELOPERS LIMITED

Nirmala Chambers, Makdoompur, Plot No.1, Vardan Khand, Sector-1, Gomtinagar Extension, Lucknow-226010
Contact No.:7753000105 / 7753000115; Website: www.ninfra.in; E-mail: infoninfra@gmail.com

TERMS & CONDITIONS FOR ALLOTMENT OF A FLAT

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 it's 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 Lucknow Zila Panchayat/Lucknow Development Authority 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. 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/floor 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 it's sole discretion permit the same on such terms as it may deemed fit.
(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 fire fighting 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 it's 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. _____/- + TAXES + ADDITIONAL + OTHER CHARGES Only) 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 15 days delay from the date of due outstanding amount 18% P.A. interest would be charged on the due outstanding balance amount. 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 decide by the builder. Such refund of amount is subject to the re-allotment of the said flat to some other allottee.
9. Refund Policy: There is No Refund Policy and company is not abide by any terms and conditions to refund the amount deposited by the intending allottee or applicant. 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 in any of the running projects of the company within a period of 45 days from the date of precipitance of the application form.

DATE:

PLACE: LUCKNOW

Signature of the Builder

Signature of the Applicant(s)

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. Also, in case, if in future the Taxes are revised and are increased by Govt. or Authority concerned on the land or on the building (as the case may be) will also have to be borne and paid by the intending allottee(s) only. All the Taxes are calculated as per the prevailing percentage of the Taxes imposed by Govt. or Authority concerned on the land or on the building such as Service Tax, Sales Tax, VAT etc.

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. 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.

14. 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.

15. Lucknow Courts alone shall have jurisdiction in all matters arising out or and/or concerning this transaction.

16. 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.

17. In the event of the payment of the flat is through loan amount by any bank plus the payment which is to be done by the allottee(s) himself/herself, the intending allottee(s) shall have to pay the entire amount within 45 days from the date of booking of the flat else company would be charging an interest @ 18% per annum on late payment. The raising of the loan amount process from any bank till the payment of the cost of the flat through the loan amount should be done within the stipulated time (45 days) to the builder and the entire loan process should be taken care of by the intending allottee(s) himself/herself.

18. The allotment of flats is entirely at the discretion of the Builder and the Builder has the right to reject any offer without assigning any reason thereof.

DATE:
PLACE: LUCKNOW

Signature of the Builder

Signature of the Applicant(s)
