

# APPLICATION FOR ALLOTMENT

## JUGAL KISHORE COLONISERS (P) LTD.

13, Rana Pratap Marg, Lko.  
Ph. : 2207770, 301813318, 301813319



**JUGAL KISHORE**

Dear Sir/Madam,

I/We request that one residential unit be allotted to me/us in your.....

I/We have read, understood, agreed and signed the Terms and Conditions of Allotment attached to this application form. I/We agree to sign and execute as and when desired by the company, the Residential Unit Buyers Agreement on the Company's standard format, contents of which have been read and understood by me/us and I/we agree to abide by the terms and conditions laid down therein

My/Our particulars are as follows :-

- Name (s) of the Applicant(s) (i)..... (ii).....  
Son/Daughter/Wife of (or any other).....
- Address to which all the correspondence should be sent (only one address to be given in case of joint owners).....  
..... Phone..... Fax..... E-mail.....
- Floor No..... Block No.....  
Flat No..... Super Area.....  
Type.....  
Parking Covered (if any).....  
Terrace Area (if any).....  
Servant Quarter (if any).....
- Resident Status/Non Resident Status.....
- Nationality.....
- Permanent Income Tax Account No.....
- I/we remit herewith a sum of Rs.....  
(Rupees.....)  
By Bank Draft/Cheque No..... Dated.....  
drawn on.....
- I/we agree to pay further Instalment of the sale price and other charges as stipulated/called for by the company.

(SIGNATURE OF APPLICANT)

### FOR OFFICE USE ONLY

- Application accepted/rejected.....
- Price applicable.....
- Earnest Money received vide Receipt No..... Dated.....
- Allotment No.....  
FLOOR NO..... Block No.....  
FLAT NO.....  
TYPE.....  
Parking covered (if any).....  
Terrace Area (if any).....  
Servant Quarter (if any).....
- Special Instructions of the allottee, if any.....
- Comments.....

Dated.....

(SALES MANAGER)

# TERMS AND CONDITIONS

I/We.....fully understand that :

1. M/s Jugal Kishore Colonisers (P) Ltd., shall be hereinafter called that Promoter/Developer.
2. The intending allottee(s) has applied for allotment of a residential flat in.....Apparmentst with full knowledge and subject to all the laws/notifications and rules applicable to the city of Lucknow in general and group housing project in particular which have been explained by the Company and understood by him/her/them.
3. The intending allottee(s) has satisfied himself/herself/themselves about the interest and title of the company in the land on which all said appartments are being constructed. The intending allottee(s) the agreed that there will not be any further investigation or objection by him/her/them in this respect.
4. The intending allottee(s) has seen and approved the plans, designs, specifications which are tentative and are kept at the company's office at 13, Rana Pratap Marg, Lko. and agrees that the company may make such variations, additions, alterations, modifications therein as it may, at its sole discretion, deem fit and proper or as may be done by any competent authority and the intending allottee(s) hereby gives his/her/their consent to any such variations, additions, alterations, modifications. The intending allottee(s) has also seen the specification and information as to the material to be used in construction of the flat as set out in the brochure which are also tentative and the company may make such variations and modifications therein as it may at its sole discretion, deem fit ant proper or as may be done by any competent authority and the intending allottee(s) hereby gives his/her/their consent to any such variations and modifications.
5. The allotment of the accommodation shall be provisional in the first instance, the company shall have the right to effect suitable and necessary alterations in the layout plan of the building or blocks of buildings, or payment plans of blocks if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of the flat, change in block/building/floor, change in number of the flat, change in dimensions or change in its area.  
To implement any or all of the above changes, supplementary agreement(s) or change by exchange of letters if necessary will be executed. If there is any or all of the above changes, supplementary agreement(s) or change by exchange of letters if necessary will be executed. If there is any increase, decrease in the areas, the rate per sq. ft. and other charges will be applicable to the changed area at the same rate at which the flat was booked. Final adjustments will be made at the time of possessions. If for any reason the company is not in a position to allot the property applied for, the company shall refund the amount deposited with simple interest as applicable in Nationalised Banks for the period the amount remained with the promoter.
6. After allotment of accommodation by the promoter/developer and agreement of sale shall be executed between the promoter/developer and the purchaser as per the standard agreement of sale prepared by the promoter/developer, which the purchaser has perused and agreed.
7. The allottee(s) shall not be entitled to transfer the flat to any third party without first paying entire sale consideration to the promoter/developer. However, with due permission of promoter/developer the transfer can be affected for which the charges will have to be paid, as fixed by the promoter/developer. Further, the purchase shall be bound by all the terms and conditions of the allotment letter issued to the first named purchaser.
8. The intending allottee(s) agree(s) that he/she/they will pay the price of the flat and other charges on the basis of super area i.e. covered area of his/her/their flat as also pro-rata share of the common areas of the building.
9. I/We agree to pay the balance amount in accordance to the instalment plan as per the schedule. I/We understand that the timely payment is the essence of the transaction. Each instalment will be paid by the 7th of the month due or within 15 days from the date of sending the communication in regard to the construction activity given by the promoter/developer to the allottee as per the schedule. In case of default the purchaser would be liable to pay to the promoter/developer interest for the delay @ 24% per annum. If the default is in excess of three consecutive months for any one or more instalments, the promoter shall heave the right to cancel the allotment, and the purchaser would be entitled to get back the total money paid without interest by him before the default, but with a deduction of 20% of the cost of the unit allotted for incidental expenses. Further, the discretion for accepting the delayed payment with interest shall exclusively be that of the company. Delay in payment will result in delay of possession for which the builder/promoter will not be responsible.
10. The flat to be allotted to the allottee would be completed its possession would be handed over to the allottee within the agreed time period. If no time period is agreed, the standard time period as determined by the builder will apply from the date of booking provided each instalment is paid in time. However, an extension of 6 months after completion of 24 months will be allowed to the builder/developer by the allottee in case it is required by the promoter/developer. It is understood and agree that except the area of flat sold by the builder/promoter rest of the area/portion shall remain the property of the builder/promoter who shall be at liberty to use it either for commercial or residential purposes or for general public use as deems fit and proper.
11. The fire fighting system will be provided in the building as per the list available at the office of the company, which has been seen and read by the intending allottee. In addition, if due to subsequent legislation/Govt. order or directives or guidelines deemed necessary by the company any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the intending allottee.
12. The intending allottee shall additionally pay on company his/her proportionate share of the cost for the provision of external electrification (including but not limited to the installation of electric Sub-Station, Meter Box etc.)
13. Till such time as full payment of sale price and other charges/dues remain unpaid the intending allottee covenants with the company that he/she/they will have no objection to the company raising finance/loan/security from/with the financial institution against receivables for the construction of his/her/their flat by creating a charge on the flat.

14. The company or its agent shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to somebody, corporate or other agency for maintenance. Service charges (including levy for replacement or machinery and equipment required for common service) as determined by the company thereafter by the aforesaid body corporate or agency, shall be borne and payable by the intending allottee in the manner so decided. Intending allottee shall also deposit such amount as interest free security deposit as the promoter may decide to enable it to render and maintain such common services and allottee agree to execute the agreement etc. in relation thereto which has already been sought and agreed upon by him.
15. The intending allottee hereby covenants with the company to pay from time to time and at all times, the amounts which the intending allottee is liable to pay as agreed, and to observe and perform all the covenants and conditions of booking and sale and to keep the company and its agent and representatives, estate and effect, indemnified and harmless against any loss or damage that the company may suffer as a result of non payment, non observance or non performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the company.
16. The expenses for stamp duty etc. for execution of any legal document such as agreement, sale deed etc. legal fee and other miscellaneous charges and registration charges etc., shall be borne by the allottee.
17. The intending allottee(s) shall get his/her/their 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. In case the allottee is residing outside India, shall be solely responsible to comply with the necessary formalities of Foreign Exchange Regulation Act. 1973 and other applicable law, remittance of payments and required declaration as prescribed in law, failing which all demand notice and letters posted at the first registered 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 shall be responsible for any default in payment or loss suffered by the promoter and such other consequences that might occur there from.
18. The company/financial institution shall have first lien and charge on the said flat for all its dues and other sums payable by the intending allottee to the company.
19. The intending allottee(s) agree that, if as a result of any legislation, order or rule the company after allotment, is unable to deliver possession of the flat to the intending allottee, the only responsibility and liability of the company will be to pay to the intending allottee(s) and the several other person who have purchased or who may purchase hereafter the flats the amount (attributable to said flat) that may have been received by the company at the time without any interest and compensation of whatsoever nature and in the manner as may be decided by the company as aforesaid. Neither party shall have any right to claim against the other, under or in relation to this agreement.
20. The allotment of the flat is entirely at the discretion of the company and the company has a right to reject any offer without assigning any reason thereof. It is agreed that possession of any flat not be given by the promoter at its discretion to the allottee before all payments due are cleared by the allottee.
21. In case there are joint intending allottee(s), all communications shall be sent by company to the intending allottee who's name appears first and at the address given by him/her which shall for all purposes be considered as served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has agreed to this condition of the company.
22. The flat allottee shall not put up any name or signboard, neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his/her flat is situated unless mutually agreed in writing.
23. The intending allottee(s) agrees that the sale of flat is subject to force majeure clause which inter-alia includes delay on accounts of non availability of steel and/or 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 reasons of war, or enemy action or earthquake or any act of GOD or any non delivery of possession is as a result of any notice, order rule and notification of the government any 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 extension of time for delivery of possession of the said premises.  
The company as a result of such a contingency arising reserves the right to alter or vary the term and conditions of Allotment, or if the circumstances are beyond the control of the company, then the company, if so warrants, may suspend the scheme for such period as it may consider expedient, and no compensation of any nature, whatsoever, can be claimed by the allottee for the period of suspension of the scheme.
24. All the disputes including all matters shall be subjects to sole arbitration of the nominees of the company, whose award shall be final and binding on both the parties. All expenses including arbitrator fee shall be borne by the purchaser. Further all proceedings shall be subject to jurisdiction of Lucknow Court and HON'BLE ALLAHABAD HIGH COURT at Lucknow Bench, Lucknow and its subordinate courts in Lucknow City.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same.

## SCHEDULE OF PAYMENTS :

PAYMENT PLAN

Date.....

Place.....

Witness 1.....2.....

SIGNATURE OF APPLICANT(S)