

BOOKING FORM

Indraprastha Residency
Shaheed Path
Lucknow

Dear Sir/Madam,

I/We request that I/We may be registered for provisional allotment of a residential apartment (hereinafter referred to as the "Apartment") in the Group Housing Project known as "Indraprastha Residency" being developed by M/s Indraprastha Residency, Flat No-1, New Market, Hazratganj, Lucknow (hereinafter referred to as the "Firm") on part of Khasra plot no 563&564 at Aurangabad Jagir, Shaheed Path, Lucknow, U.P. measuring approximately 3213.64 square meters. (hereinafter referred to as the "Plot").

I/We agree to sign and execute as and when desired by the Firm 'the Residential Unit Buyers Agreement' on the Firm's standard format, contents of which have read and understood by me/us and I/we agree to abide by the terms & conditions of sale as laid down therein.

I/We remit herewith a sum of Rs...../-only
(Rupees.....) by Bank Draft/ Cheque No.-
..... dated Drawn
on..... in favour of M/s Indraprastha Residency as registration
amount for the provisional allotment of the Apartment.

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

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

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

Mr. / Ms.....

s/w/d of.....

Date of birth.....

Guardian's Name (Incase of minor).....

Nationality.....

Occupation:

Service () Professional () Business () House wife ()
Any other.....

Resident Status:

Resident ()

Non Resident ()

Foreign National of Indian Origin ()

Other (Please specify).....

Mailing Address:.....

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E-mail.....

Tel No.....Fax No.....Mobile.....

Permanent Address:.....

.....

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Tel No.....Fax No.....Mobile.....

Income Tax Permanent Account No.....

2. SECOND / JOINT APPLICANT (Compulsory to fill all the details.)

Mr. / Ms.....

s/w/d of.....

Date of birth.....

Guardian's Name (Incase of minor).....

Nationality.....

Occupation:

Service ()

Professional ()

Business ()

House wife ()

Any other.....

Resident Status:

Resident ()

Non Resident ()

Foreign National of Indian Origin ()

Other (Please specify).....

Mailing Address:.....

.....

E-mail.....

Tel.....No.....Fax

No.....Mobile.....

Income Tax Permanent Account No.....

3. Details of the Unit applied for:

Unit No-..... Floor..... Type.....
Super Area.....Sq. mts. (appx.).....sq. ft. (appx.)

4. Payment Plan Opted: As per terms & condition of the allotment form.

5. Payments:-

	Rate per sq. ft.	Total Amount
(i) Basic Consideration Price	Rs.....	Rs.....
(ii) Preferential Location Charges	Rs.....	Rs.....
(iii) Other Charges External Electrification Fire Fighting System Solar Water Heating System Power Backup Charges for 1 kva	Rs.90/-	Rs.....
(iv) Car Parking		
(v) Club Member ship Fees	Rs._____-/-	
(vi) Interest Free Maintenance Security	Rs._____-0/-	

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, affirm 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 given by me / us are true and correct.

(Sole / First Applicant)

(Second Applicant)

Note:-

1. Cheques/Demand Draft towards consideration of the Apartment to be made in favour of M/s Indraprastha Residency payable at Lucknow.
2. In case, the cheque comprising booking amount is dishonored 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.

TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT (the “Allotment”) OF AN APARTMENT IN ‘INDRAPRASTHA RESIDENCY’ (the “Apartment”) AT KHASRA PLOT NO-563 & 564, AURANGABAD JAGIR, SHAHEED PATH, LUCKNOW.

1. The Land measuring 3213.64 Square Meters was purchased by Mr. Raj Kumar Shahi, resident of Flat No 006, Gyan Ganga Apartment, 179, Faizabad Road, Lucknow vide sale deed dated 07/08/2003 registered under Zild No 10270/03. Out of the above land an area measuring 483.27 square meters was gifted by Mr Raj Kumar Shahi in favour of Mrs. Laxmi Shahi, W/o Mr. Raj Kumar Shahi resident of Flat No 006, Gyan Ganga Apartment, 179, Faizabad Road, Lucknow vide sale deed dated 29/03/2012 registered under Zild No 14002. Whereas Mr. Raj Kumar Shahi entered into an builders agreement with Mr. Rahul Om Arora, S/o Mr. R. N. Arora resident of 22/5A, Madan Mohan Malviya Marg, Lucknow vide builders agreement dated 24/07/2014 registered under Zild No 17596 and Mrs. Laxmi Shahi entered into an builders agreement with M/s Faideal Properties (P) Ltd having its registered office at Flat No 1, New Market, Hazratganj, Lucknow vide builders agreement dated 27/09/2012 registered under Zild No 14786. Whereas Mr. Rahul Om Arora and M.s Fairdeal Properties (P) Ltd formed a partnership firm by the name of M/s Indraprastha Residency to develop the land into an group housing project. Subsequently M/s Indraprastha Residency have planned for Group Housing Project on the said Plot of land and got the multistoried group housing plan approved from Lucknow Development Authority vide permit no -36756, dated 12/08/2014.
2. Pursuant to the application made by the Allottee (s), the Allottee(s) has been selected for the allotment of the Apartment. 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 Apartment, with respect to the title of the Firm and has seen and perused the relevant documents/papers in relation to the same and is fully satisfied that the title of the Firm to the said Plot and the Apartment 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 Apartment thereof to any party(s).
4. The Allottee(s) has paid Rs..... (Rupees.....only) as token advance for the booking and pay the balance within days.

The timely payment by the Allottee (s) of all the consideration is to be the essence of this Allotment and the Allottee (s) shall strictly adhere to and make payment within stipulated time, and further that the Firm is under no obligation to send reminders for any payment due to it from the Allottee (s). In the event of any delay in payment by the Allottee (s), the Allottee (s) shall be required to pay interest @ 18% p. a. from the due date in relation to all such outstanding amount/payments. Further, all payments received will be first applied towards applicable interest and the other dues, if any, and thereafter towards the installments, as due under the Payment Plan.

5. Notwithstanding the above, where the payment towards the consideration for the Apartment, is not received by the Firm within 3 months of the due date set out above by the Allottee (s), then the Firm shall be entitled to cancel this Allotment, and retain the Earnest Money (as hereinafter defined), from amount paid by the Allottee (s) to the Firm. Pursuant to such cancellation /withdrawal of Allotment, the Allottee (s) shall have no right, title, lien, claim or demands whatsoever against the Apartment.

In such event (i. e. where the Allotment has been cancelled /withdrawn by the Firm , the Firm 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 Firm within a period of 60 days from the date of such cancellation /withdrawal, without any interest being due (from the Firm to the Allottee) thereon.

6. Where any charges, development levies, property taxes, 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 Apartments, the same shall be borne by the Allottee (s) in proportion to the super area of the Apartment and shall be payable immediately on demand before the title in respect of the Apartment is transferred by the Firm in favour of the Allottee.
7. The Apartment Buyer shall take possession of the Apartment within 30 days from the date of letter for offer for possession, failing which he shall be liable to pay holding charges @ Rs. 5/- (five) per sq. ft. per month.

Further in the event of the Allottee (s) failing to take possession for any reason whatsoever, the Allottee (s) shall be deemed to have taken the possession of the Apartment on expiry of days & shall be liable for the payment of maintenance charges or any other taxes, levies, outflows leviable or applicable in relation to the Apartment. Further the Firm shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the Apartment on account of the Allottee (s) not taking possession of the Apartment as specified hereinabove.

(a) The Allottee (s) shall be entitled to take possession of the Apartment only after all the amounts payable under this Allotment form are paid and the execution by the Allottee of sale deed in respect of the said Apartment and due registration of the same with the Sub-Registrar, Lucknow.

(b) The Allottee agrees and acknowledges that upon taking possession of the Apartment as provided herein, the Allottee , shall have no claim against the Firm as to any item of work, materials, installations, etc. in the said Apartment or on any other ground whatsoever, and the Allottee waives all rights and claims in relation to the same.

8. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area of the said Apartment on account of structural design of the complex/tower. It is clarified that it is only the built up area of the Apartment 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).

9. That at any time prior to the execution of sale deed Allottee (s) may nominate a third party and may get the name of his/her nominee substituted in his/her place. Subject to the prior approval of the Firm and on clearing all dues till that date to the Firm. Firm may at its sole discretion, permit such substitution/nomination 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 for such substitution/nomination (as prescribed by the Firm), together with any applicable taxes, dues or duty leviable under any law for such substitution/nomination will be to the sole account of and be payable by the Allottee, prior to such substitution/nomination. It is hereby clarified that any change in name of the Allottee (including all additions/deletions) shall be deemed as substitution for the purpose of this Allotment.
10. The Firm, subject to the Allottee (s) having paid the entire consideration and other charges and dues to the Firm, shall execute 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, etc. shall be borne and paid by the Allottee (s).
11. Save and with the sole exception of the interior spaces for the Apartment 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"). Provided that the Allottee (s) shall, subject to the payment to the Firm of all maintenance charges have easementary rights of use of the Common Area.
- However, all such Common Areas and facilities shall remain the property of the Firm, 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 of residents of the Housing Project, in accordance with the provisions of U. P. Apartment 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 of the residents), and are other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of the Firm.
12. The Allottee (s) shall not do or permit any person to do the following acts:-
- (a) To store in the Apartment any goods, which may be are combustible nature or which are so heavy as to affect the construction or the structure of the Apartment of any part thereof.
 - (b) To do anything or in about the said Apartment which may tend to cause damage to any flooring or ceiling or any Apartment over/below or adjacent to the Apartment 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 Apartment or any part thereof or to make any addition or alteration of whatever nature to said Apartment 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 Apartment to be acquired by him/her which in the opinion of the Firm differ from the colour scheme of the tower/building of the Housing Project.

- (f)** To put up any name or signboard, publicity or advertisement material outside the allotted Apartment or anywhere in the Common Areas without prior (written) permission of the Firm.
 - (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.
- 13.** The Allottee (s) shall pay on demand service tax, VAT or taxes of all and any kind whatsoever, whether levied now or leviable in future on the building, from the date of allotment of Apartment and so long as each Apartment 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 Apartment allotted to such Allottee (s). Such apportionment shall be made by the Firm or the maintenance agency designated by the Firm, as the case may be, and the assessment and apportionment of the same shall be conclusive, final and binding upon the Allottee (s).
- 14.** The said Housing Project shall always be known as Indraprastha Residency and the same shall not be changed by any association or society of the Apartment owners or any other person. Further, at all times, the name of the Housing Project i. e. Indraprastha Residency shall be displayed at a prominent place of the Project. The copy right/trade mark/property mark and all intellectual property (including the words 'Indraprastha Residency, (whether registered or not) shall always remain and vest with the Firm, and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.
- 15.** The Firm covenants with the Allottee (s) that on the Allottee (s) paying the dues and performing the terms & conditions of this Allotment and stipulations herein contained, he shall peacefully hold and enjoy the said Apartment without any interruption by any person rightfully claiming under or in trust for the Firm.
- 16.** Any delay or indulgence by the Firm in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee (s) shall not be construed as a waiver on the part of the Firm of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee (s) nor shall the same in any manner prejudice the rights of the Firm.
- 17.** It is clarified that the cost of the individual electric, water & sewer tax, power back-up and charges for operation of generator sets, solar water heating system, fire fighting system, IFMS are not included in the basic sale price and will be chargeable extra.
- 18.** 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 Apartment. Provided that in the event of any increase/decrease in the super area of the Apartment the total consideration of the Apartment shall be subject to revision by the Firm and shall be payable and/or adjustable from the price at which the Apartment 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 Apartment is firm, and not subject to variation.
- 19.** The Allottee (s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (including internal maintenance of the Apartment) in the complex as determined by the Firm or its nominated agency (as may be specified under the Maintenance Agreement).

20. It is also clarified that initially the Building plans have been got approved by the Lucknow Development Authority for the permissible FAR of 1.50 FAR and the firm will also be applying for additional purchasable FAR as per the rules to avail the entire allowable FAR and if deemed appropriate the firm may also avail the Compoundable FAR subject to its complete approval and regularisation as per bye laws. The height of the building may also be increased to achieve the desired coverage subject to approval of the same.
21. The promoters are also negotiating to add some more adjoining land to the project so as to have some additional construction and facilities for the project to which the Allottee hereby gives his consent and undertake not to raise any objection whatsoever in future
22. 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 Apartment is located shall vest solely with the Firm. It is hereby clarified that the firm shall have the sole right and authority to deal in any manner with such land(s), facilities, common areas and / or amenities.
23. Out of the payments made by the Allottee(s), a sum equivalent to 10% (ten percent) of the consideration in respect of the Apartment 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 Firm in the event of the failure of the Allottee(s) to comply with its obligations under this Allotment.
24. The Allottee(s) shall be together with the allotment of the Apartment, be also provided the right to use one open/covered car parking space on an exclusive basis, subject to certain terms & conditions by the Allottee(s) for such parking. Provided that the Firm may allot and allocate extra parking space to the Allottee(s) on such terms as may be stipulated by the Firm from time to time. It is hereby clarified that the Allottee(s) shall not have any ownership rights over the said parking, and further that the right of use for the said car parking shall attach to the Apartment and be stand automatically transferred along with the transfer of the Apartment (to the transferee of the Apartment).
25. Allottee(s) may at their option raise finances or a loan for purpose of the Apartment, including through mortgage of the Apartment (subject to the terms, including inter alia the obtaining of the no-objection certificate from the Firm). Provided however, it shall remain 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 Firm shall be entitled to take recourse to all remedies available under applicable law, the sale deed, Apartment Buyers Agreement including inter alia to terminate the Allotment.
26. It is clarified that the allotment of an Apartment pursuant to the application made by the Allottee(s), is purely provisional in nature, and 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 Firm at the time of booking. Further it shall be the sole responsibility of the Allottee(s) to inform the Firm 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 Apartment. It is hereby clarified that at no time shall the Firm 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, Apartment 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 Firm. Further, notwithstanding anything contained herein, the Firm reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

(Sole / First Applicant)

(Second Applicant)