

APPLICATION FORM

|| सुखद ||  
**Vrindavan**  
*Luxurious Naturally*





# APPLICATION FOR BOOKING OF FLAT IN SUKHADA VRINDAVAN

SITUATED AT VRINDAVAN YOJNA, LUCKNOW

To,  
Sukhada Life spaces  
002, Gauri Apartments  
Mccrabbai Marg  
Lucknow.

Dear Sir/s

I/We request that My/Our Application may be registered for booking of a flat (herein after referred to as "Unit") in your upcoming Project "SUKHADA VRINDAVAN" being developed and constructed by your company at GH- 1, sec-11 Vrindavanyojna, Raibarielly road, Lucknow.

I/We have clearly understood that the application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application.

I/We agree to it, sign and execute, as and when required by the Company (on confirmation of Allotment), the Builder buyer agreement on the Company's standard format contents where of have been read and understood by me/us. I/We agree to abide by the terms & condition laid down in this application form. If however, I/We fail to execute and return the agreement within 15 days from the date of issue by the builder, my/our application for the flat shall be treated as cancelled only at the sole discretion of the company and the booking amount paid by me/us shall stand forfeited.

I/We remit herewith a sum of ₹ \_\_\_\_\_ (₹ \_\_\_\_\_ Only) by Bank Draft/Cheque no. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at Lucknow as the booking amount/application amount. (All draft and cheques to be drawn in favor of "Sukhada life spaces" payable at Lucknow.)

I/We further agree to abide by the payment of basic cost and other charges as stipulated /demanded by the company and further and / or as confirmed in the builder buyer agreement.

Place \_\_\_\_\_

Date \_\_\_\_\_

Signatures of all applicants as a token of acceptance of all terms and conditions

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

1. First Applicant Mr. / Mrs. / Ms. / M/s (to be filled in Caps)

First Name

Middle Name

Last Name

2. Son / Wife / Daughter of Mr. / Mrs. (to be filled in Caps)

First Name

Middle Name

Last Name

3. Date of Birth / Date of Incorporation

D D

M M

Y Y

4. Date of Marriage Anniversary

D D

M M

Y Y

5. Profession/ Constitution of Firm

6. Occupation (please tick)

Employed

Self Employed

Professional

7. Residential Status (please tick)

Resident

Non-Resident India

Foreign National

8. Nationality

9. Mailing Address (Res.)

Pin Code

Permanent Address (Res.)

Pin code

Office Address

10. Telephone

(Off.)

(Res.)

11. Mobile

Fax No.

12. E-mail

13. Marital Status

14. Income tax PAN

15. Passport No. /Voter Card No. / Driving License No.

1. Second Applicant Mr. / Mrs. / Ms. / M/s (to be filled in Caps)

First Name

Middle Name

Last Name

2. Son / Wife / Daughter of Mr. / Mrs. (to be filled in caps)

First Name

Middle Name

Last Name

3. Date of Birth / Date of incorporation

D D

M M

Y Y

4. Date of Marriage Anniversary


D D

M M

Y Y

5. Profession / Constitution of Firm



6. Occupation (Please tick) ☐ Employed ☐ Self Employed ☐ Professional  
7. Residential Status (Please tick) ☐ Residential ☐ Non-Resident ☐ Indian Foreign National 

8. Nationality \_\_\_\_\_

9. Mailing Address (Res.) \_\_\_\_\_

Pin Code \_\_\_\_\_

Permanent Address (Res.) \_\_\_\_\_

Pin Code \_\_\_\_\_

Office Address \_\_\_\_\_

10. Tel. Res. \_\_\_\_\_ Off. \_\_\_\_\_ Mobile No. \_\_\_\_\_

11. Fax. No. \_\_\_\_\_

12. E-mail \_\_\_\_\_ 13. Marital Status \_\_\_\_\_

14. Income Tax PAN No. \_\_\_\_\_ 15. Passport No./Voter Card No./Driving Licence No. \_\_\_\_\_

Name of the Project: SUKHADA VRANDAVAN

Flat no. \_\_\_\_\_ Floor \_\_\_\_\_ Block \_\_\_\_\_

Unit Measuring (Approx) \_\_\_\_\_ Sqft. \_\_\_\_\_

Power back up: \_\_\_\_\_ kw. Car Parking: Covered ☐ open ☐

Any Other Remarks \_\_\_\_\_

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/We agree that any allotment based on this application shall be subject to fulfillment of the basic terms and conditions laid down in this application form.

I/We shall abide by the terms and conditions, laid down in this application form, and comprehensively set out in the builder buyer agreement along with the details of installment of basic cost and other charges, which shall ipso-facto be applicable to my/our legal heirs and successors.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_ of All applicants

Details of Broker/Property consultant (If Any):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact details: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal/ Company stamp: \_\_\_\_\_

Signature

## INDICATIVE TERMS & CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A FLAT IN SUKHADA VRINDAVAN AT VRINDAVANYOJNA, LUCKNOW.

### A. TITLE & ALLOTMENT

1. The units are being developed by SUKHADA Life spaces (here in after be called promoter/developer) on group housing plot in Vrindavan Yojna, Raibareilly Road, Lucknow.
2. The Intending Allottee(s) has/have satisfied himself/herself/themselves about right title and interest of the developer in the land measuring about 40,000 sqft. Approx. which is allotted to M/s Sivanssh Infrastructure Development Pvt.Ltd. Meerabai marg Lucknow by U.P. Awas and Vikas Parishad. M/S Sukhada Life spaces is constructing the present project in partnership with M/s Sivanssh infrastructure development Pvt.Ltd. The intending allottee(s) has/have agreed that there will not be any further investigation or objection by him/her/them in this respect. The Applicant(s) confirms that this application is irrevocable and cannot be withdrawn.
3. The allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed Builder Buyer agreement. The allotment of the Unit is entirely at the discretion of the Developer. The ownership right of the applicant shall begin only after the full payment is made for Basic Sale Price, all other charges, statutory dues and registration of the sale deed.
4. That the amount remitted by the intending Allottee(s) along with the application form in favour of the Promoter/Developer is only towards the request for allotment of a residential unit in his/her favour. The amount remitted is without any rights in favour of the intending Allottee against the Developer/Promoter.

### B. LAYOUTS & PLANS

1. The applicant(s) has seen, understood and accepted that the building plans, building designs, facilities and specifications, as decided by the developer, are tentative and is subject to approval of regulatory authorities of U.P. Awaas and Vikas Parishad. The applicant(s) agrees that the Developer may make such variations, additions, alterations and modifications etc. (Which may include changes in the area of the unit, floor, number of units, location of the building and increase/decrease in the number of Car parking slots allotted to the applicant(s) therein as may be directed by any competent authority/ authorities/architect or otherwise, and the applicant(s) hereby gives his consent to such variations, additions, deletions, alterations and modifications etc. The drawing shown to customer pertaining to the project in question and the floor plans are subject to any modification that may be made by the sanctioning authority or may be necessitated during the course of sanction/construction.
2. To implement any or all of the above changes, supplementary agreement(s) or changes by exchange of letters. If necessary will be executed. If there is only 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 unit was booked. Final adjustment will be made at the time of possession. If for any reason the promoter/developer is not in a position to allot the property applied for, the promoter/developer shall refund the amount deposited along with simple interest calculated @ 6% per annum for the period the amount remained with the promoter/developer.



3. The applicant(s) shall not be permitted to construct anything on the terrace. However the developer shall have the right to explore the terrace in case of any change in the F.A.R./any other Rules/Bye-Laws of the Authority or any other reason, carry out construction of further units in the eventuality of such a change however as a result thereof is any change in the boundaries or area of the said unit, the same shall be valid & binding on the applicant(s) and also to connect the electrics, water, sanitary & drainage fittings on the additional storey with the existing electric, water, sanitary and drainage sources at its own cost. Such additional storey shall be the sole property of the Developer. The applicant(s) hereby gives consent to the same and agrees that he/she/they shall not be entitled to cause any objection or claim at any time in respect thereof.

### C. BUILDER BUYER AGREEMENT

1. That the allotment letter issued by the Developer allotting the Unit in the said Building shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Building Buyer Agreement, within stipulated time from the date of offer of allotment and/or from the date of communication regarding offer of allotment by the Developer. It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Builder Buyer Agreement shall supersede the terms and conditions as set out in this application.

### D. TRANSFER

1. The applicant(s) agrees that in case the applicant(s) intends to transfer the said unit, at any point of time whether before or after the completion of the building in favor of any entity nominated by the applicant(s) (Transferee), the applicant(s) would apply along with all prescribed documents and the Developer will at its sole discretion; transfer the said unit in favor of the transferee. Such Transfer shall be affected by the Developer only after receipt of the Administrative charges @ Rs.100 per sq.ft.on the super area of the flat and the amount due and payable/unpaid along with interest till the date of transfer, from the applicant(s) at the time of the transfer. However the developer confirms that the first transfer is free.
2. Any change in the name including additions /deletion registered in Builder Buyer Agreement with the Developer will be deemed as transfer for this purpose. Claims, if any, between transferor and transferee as result of subsequent reduction/increase in the area or its location will be settled between themselves i.e. transferor and transferee and the Developer will not be party to this. The Transferor shall also be responsible for payment of the transfer charges as may be levied by the Government Authorities.
3. (A) The applicant(s) agrees that the Developer shall have the right to transfer ownership of the said Project on whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale /disposal /or any other arrangements as may be decided by the Developer without any intimation, written or otherwise to the applicant(s) and the applicant(s) shall not raise any objection in this regard.
- (B) The Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the applicant(s) and such third party shall not have any right in this Unit whatsoever. The Developer shall issue the payment receipt only in favor of the applicant(s).



## E. FINANCIAL

1. The intending allottee(s) agree that he/she will pay the price of the flat and other charges on the basis of the super area of the said unit which includes the covered area of the unit, the area under the periphery walls, proportionate area under the common walls, the area utilized for common use, services and facilities. It is understood and made clear that the inclusion of common area under super area does not give any exclusive right and title to the applicant.
2. The intending allottee(s) agree(s) to pay the balance amount in accordance to the payment schedule mentioned in the Builder Buyers Agreement. The intending allottee(s) understand that the timely payment is the essence of title transaction. Each installment would be paid by the 7th of the month due. In case of default, the purchaser would be liable to pay the promoter/developer interest @18% per annum on the overdue balances. In case of non-payment of three consecutive installments or more/delay in payment for more than 30 days from the schedule mentioned and agreed in the 'Builder Buyers Agreement' the promoter/developer shall have right to cancel the allotment and the purchaser would be entitled to get back the total money so paid by him without interest before default, but with a deduction of 10% of sale price of allotted flat for incidental expenses. Further the discretion for accepting the delayed payment with interest shall exclusively be that of the promoter/developer. Delay in payment will result in delay in possession for which the promoter/developer will not be responsible.
3. Applicant(s) understands and agrees that following additional charges shall always be attached to said spaces
  - (a) Floor PLC (if applicable).
  - (b) Fire + external development.
  - (c) Parking.
  - (d) Common area maintenance charges (i.e. CAM).
  - (e) Club + pool facilities.
  - (f) Interest free maintenance security (IFMS)
  - (g) Power back up.
4. The applicant(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of bookings and sale and to keep the Developer and its agents and representatives, estate and effects, Indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as result of non-payment, nonobservance or non-performance of the said covenants and the conditions by the applicant(s) as mentioned in the Application and Builder Buyer Agreement. The applicant(s) has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.
5. The applicant(s) may, as it own cost, expenses and risk, arrange any loan /funds from any bankers of financial institutions to finance the purchase of the said unit. In case the loan is not granted or is cancelled or withdrawn by the banker /financial institution on any ground whatsoever, the applicant(s) shall not be entitled to any leverage or concessional treatment from the Developer. The Developer would not be a party in any case whatsoever, for any defaults of repayment of above said Loan /funds taken by the applicant from bankers/financers. The applicant(s) agrees that in case the applicant(s) opts for a loan arrangement with any financial institutions /bank, for the purchase of the Said Unit, the sale deed of the Said Unit in favor of the applicant(s) shall be executed only upon the Developer receiving "No Objection Certificate" from such financial institution/banks.



6. The Developer by itself or through its nominee(s) may raise finance from any Bank/Financial institution to finance the building/Project and for this purpose further creates an Equitable Mortgage/English Mortgage Charge on the Project land and area constructed/ to be constructed and for such an act, the applicant(s) hereby gives his consent and authorizes the Developer to do the same. The Developer, however, assures the applicant(s) that the said unit, after receipt of the basic sale price and all the other sums due and payable by the applicant(s), shall render the applicant(s) unit free from encumbrances created by the Developer.
7. The Company shall have the first lien and charge in the said unit for all its dues and other sums payable by the applicant(s) /allottee(s) to the company.

## F. POSSESSION

1. The applicant(s) will have a right to ownership and access to only his unit after he has fully paid all the dues and abide by all the terms and conditions mentioned in the Builder Buyer Agreement and also got the Sale Deed registered and executed in his favor from the Developer. Furthermore, the applicant(s) shall resolve any complaint with regard to the construction or quality of workmanship, prior to taking possession of the Unit or within 3 months from the date of Offer of Possession, whichever is earlier, after which all claims would be deemed to be waived by the Applicant(s).
2. That the Applicant(s) has further agreed that all rights of ownership of land(s), facilities, and amenities and the common areas shall vest solely with the Developer which shall have the sole right and authority to deal in any manner with such land(s), facilities and /or amenities. That the staircases connecting to the Ground Floor to terrace is common service accessible to all the Unit holders. The applicant(s) will not encroach, occupy, alter or block the access to and from the staircases.
3. Upon execution of the indenture of conveyance after completion of the construction, the intending Allottee shall acquire the said premises along with the undivided, indivisible and impartible proportionate interest in the land underneath the building in which the said unit is located in proportion to the ratio of super area of the said premises to the aggregate super area of all the residential units in the building in which the said unit is located (herein after referred to as "the proportion").
4. The interest in land shall not be alienable/transferable separately and shall always remain attached to the said premises and be a part of said premises. Provided, however that the proportion is subject to change and fluctuation with the construction of additional floors/change in number and size of residential units being constructed/to be constructed (herein after referred to as construction changes) in the particular building.
5. For the sake of clarity it is stated that nothing herein shall be construed to give the intending Allottee any right to raise any claim against the builder on account of any such construction changes or any right to object to the additional construction or removal thereof.
6. Notwithstanding that a portion of the common area has been considered for the purpose of calculating the super area of the said premises, only the said premises shall be provisionally allotted to the Allottee on the terms herein & the allottee(s) shall not have any interest, right or title in the reserved car parking slots and common areas in any manner whatsoever except the right of user as provided herein.



## G. MAINTENANCE

1. Prior to taking possession of the said premises, the intending allottee shall enter into a separate maintenance agreement with any Association/ Body of flat owners or any other nominee/Agency/ association(s) or other body (herein after referred to as maintenance Agency) as may be appointed/nominated by the company from time to time for the maintenance and upkeep of the said project and the intending Allottee undertakes to pay the maintenance bills as may be decided by the company or by the designated Maintenance Agency from time to time in this regard. Pending execution of the said maintenance Agreement, the applicant hereby agrees to pay a onetime "maintenance deposit" and "maintenance charges" for the first year before taking possession of the said premises. Upon the timely and due payment of regular maintenance charges, the allottee shall have the right to use the common Areas and common facilities of the said premises. Provided, however, that it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the common Areas and the common facilities till such time the possession of the said premises has been taken over by the Allottee.
2. All external walls, windows, passages, common areas, etc. shall never be occupied, and no signage, sign board, neon light, publicity or advertisement material etc. or display board installed, air conditioning units or generators shall be installed in these areas by the applicant(s) and/or no other activity shall be done which spoils the aesthetics of the building or area, causes noise pollution or in any other way inconveniences to any other party or the developer or is illegal or for immoral purposes. For putting names of the various owners, the developer will make all the provisions and none of the Applicant shall do it otherwise. The applicant(s) agrees and undertake that it shall not modify any structure or raise any illegal construction in the said unit, nor encroach upon or occupy any area falling outside the said unit. The said unit shall solely be used for residential purpose alone and for no other purpose and furthermore, the applicant(s) shall not conduct any illegal or immoral activities from or in the said unit any activity, which creates nuisance or is illegal, obnoxious or contrary to the common interest of the collective owners/occupants of "Sukhada Vrindavan" Project.

## H. DUTIES & TAXES

1. The applicant(s) shall, before taking possession of the unit, must clear all the dues towards the unit and have the sale deed for the said unit executed in his favour after paying registration fee/ charges, cost of stamp duty, Advocate legal fee, and other charges/ expenses. The Developer hereby declares that a separate agreement in addition to the MOU will be executed during the subsistence of this Application, if required.
2. The Applicant(s) shall be liable to pay statutory charges and other levies, rates, taxes, Cess value added tax, service tax, demanded or imposed by the Competent Authority /Central Government Authorities (including with retrospective affect) shall be payable proportionately by applicant(s) from the date of bookings as demanded by the Developer on the super area of the unit. Moreover if Government /Competent authority shall impose any other taxes/charges the applicant shall pay the same to the Developer.
3. That the applicant agrees and understood that if any dues /charges /taxes /fees etc., whichever is applicable on the part of the applicant(s) and the same has not been demanded by the Developer, inadvertently by mistake or by ignorance and it came later to the notice of the Developer, then the same will be paid by the applicant as and when noticed and demanded by the Developer.



## L. GENERAL

1. That the fixtures and the fittings of each unit along with the connected structural part of the building shall be insured by the applicant(s) at his own cost against fire, earthquake etc. The Developer after handing over the possession of a particular unit shall in no way be responsible for safety, stability etc. of the structure etc.
2. The Applicant agrees and understands that the Developer is not giving any warranty or guarantee with regard to the equipment/appliances in the said unit the guarantees/warranty issued by the suppliers /manufacturer, if any, of the equipments/appliances provided in the Said Unit will be handed to the applicant(s) at the time of possession. Thereafter, the Developer shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed/kept in the Said Unit. The Developer shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipment/appliances installed/kept in the said Unit.
3. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.

## M. JURISDICTION

1. The Applicant(s) agrees that, in the event of any dispute or difference arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Developer, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Lucknow only. All expenses including arbitrators fee shall be borne by the allottee(s) / purchaser. That the present document neither tantamount to transfer of any interest of the Developer in the said unit /space in favour of the allottee nor this document shall be capable of specific performance through Court of Law. The allottee shall get the title only upon execution of Sale-deed in respect of such unit /space by the Developer in favour of the Allottee.
2. Courts in Lucknow alone shall have the exclusive jurisdiction in case of any dispute arising out of/touchingand/or concerning this application and/or Builder Buyers Agreement regardless of the place of execution of this application which is deemed to be at Lucknow city.



## N. DECLARATION

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Builder Buyer Agreement which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of our obligations as set out in his application and/or Standard Builder Buyer Agreement and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Builder Buyer Agreement. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, I have now signed this application form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me.

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_



### OFFICE USE ONLY

Whether personal details of the applicant(s) have been completely filled up.

Yes/No

Whether booking/application amount cheques is proper and in order.

Yes/No

Whether the application has been accepted and flat has been allotted to Applicant(s)

Yes/No

Details of Flat Allotted to Applicant(s):

Type:

SBUA: \_\_\_\_\_ Sq.ft

Block: \_\_\_\_\_ Floor: \_\_\_\_\_

Unit/Flat No. \_\_\_\_\_

Car Parking : Covered / open

Power Backup: \_\_\_\_\_ KVA

Booking Through: \_\_\_\_\_

Other Remarks (if any) \_\_\_\_\_

Booked by \_\_\_\_\_

Checked by \_\_\_\_\_

Approved by \_\_\_\_\_