



SILVER HEIGHTS

Silver
Heights



A PROJECT OF : **ASHISH INFRAESTATE LIMITED**

Date:.....

Flat.....Application DT...../...../.....

Customer Code.....Net BSP.....

Auth. Sign.....

M/s. Ashish Infraestate Limited

501, Gemini Residency, Asuran chungli,

Shahpur, Gorakhpur (U.P.) - 273001

Sub: Application for Allotment of Apartment in "Silver Heights" Jhungia Bazar, Medical Road, Gorakhpur,U.P.

Dear Sir,

I/We, the undersigned, request for the allotment of a Residential Apartment in your Group Housing Colony 'Silver Height' being developed by Ashis Infra estate Limited (AIL) in Jhungia, Bazar, Medial Road, Gorakhpur (U.P.)

I/We remit Here with a sum of Rs..... /-(Rupees

.....Only) by Cheque / Demand Draft No..... dated..... Drawn on.....

.....towards Registration Money for the said apartment,

which may be treated as non-refundable Booking Amount.

In the event of AIL agreeing to allot a Residential Apartment in the subject project, I/we agree to pay further installments of total sale price and all other dues, charges and taxes as stipulated in this Application or which may be levied by the Government and the Terms and conditions for Allotment of Apartment and the Payment Plan as explained to me/us by AIL and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to Sell and I/we do not become entitled to the provisional and/or final allotment of a Residential Apartment not with standing the fact that AIL may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/we sign and execute the necessary documents/affidavit and Builder Buyer Agreement on AIL standard format agreeing to abide by the term and conditions laid down therein that the allotment shall become final and binding upon AIL. I/We confirm and undertake that upon acceptance of my/our payment by AIL and allotment of apartment, I/we shall be bond to purchase the same and shall execute all the necessary documents/affidavits including Builder Buyer Agreement. If, however, I/we withdraw/cancel this application or I/we fail to execute and return the Builder Buyer Agreement within thirty (30) days from the date of its dispatch by AIL, then AIL may at its sole discretion treat my/our application as cancelled and in that event the application money paid by me/us shall stand forfeited. I/we are making this application with the full knowledge that AIL has the sole right and discretion to decide on the location of the building on the Land and I/we also understand and agree that the dimensions, size and the location of provisional allotment, if any, may change and further I/we shall not have objection to the same in any manner, whatsoever, I/We are making this application with the full knowledge that the construction of the said Residential Apartment is yet to commence and AIL Shall make the allotment of apartment in due course of time, subject to availability.

I/We agree to avoid by the terms and conditions of this Application including those relating to Payment of Sale Price and other charges, for forfeiture of application money as laid down herein and the execution of the Builder Buyer Agreement with in the period stipulated therein .

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms./M/s.....

S/W/D of.....Age.....Year.....

Please affix
your Photo
Here

Applicant(s) Signature

Nationality.....Profession/Business.....
 Residential Status:(.....) Residential Indian (.....)/NRI (.....)Foreign National of Indian Origin
 Income Tax Permanent Account No.....Ward/Circle/
 Special range and place where assessed to Income Tax.....
 Mailing Address.....
 CityState.....Pin.....
 Tel No.1).....2).....Fax No.....
 (Residential) (Office)
 E-mail ID.....Mobile.....

Please affix
your Photo
Here

2. SECOND APPLICANT

Mr./Mrs./Ms./M/s.....
 S/W/D of.....Age.....Year
 Nationality.....Profession/Business.....
 Residential Status:(.....) Residential Indian (.....)/NRI (.....)Foreign National of Indian Origin
 Income Tax Permanent Account No.....Ward/Circle/
 Special range and place where assessed to Income Tax.....
 Mailing Address.....
 CityState.....Pin.....
 Tel No.1).....2).....Fax No.....
 (Residential) (Office)
 E-mail ID.....Mobile.....

(here in after singly/ jointly, as the case may be, referred to as "the intending Allottee" which expression shall unless repugnant to context or meaning their of include his/her heirs, executors, administrators, individual representatives, successors and assigns)

.....
 Applicant(s) Signature

DETAILS OF THE RESIDENTIAL APARTMENT TO BE PURCHASED

Type	Tower No.	Unit No.	Floor	Super Area		Terrace Area		Rate/sft. (BSP in Rs.)
				sq. ft.	sq. mtr.	sq. ft.	sq. mtr.	

*1sq.mtr.=10.764 sq.ft.

PAYMENT PLAN: DOWN PAYMENT PLAN ☐

CONSTRUCTION LINKED PLAN ☐

APARTMENT/PRICE DETAILS	RATE (Rs.)	Super Area (sq.ft.)	Total (Rs.)
1. Basic sale price	...../sq.ft.	.....	.....
2. Preferential Location charges			
a) Park facing	...../sq.ft.	.....	.....
b) Facing Green	...../sq.ft.	.....	.....
c) Other.....	...../sq.ft.	.....	.....
3. EDC/ IDC/ Other Dev. Charges	...../sq.ft.	.....	.....
4. Addnl. Infrastructure Facilities Charges	...../sq.ft.	.....	.....
5. Right to use Car Parking Space			
(.....No. open)	.....	.....	.....
(.....No. Covered/Basement	.....	.....	.....
6. Electrification & 1 KW Mandatory Power back-up	...../sq.ft.	.....	.....
7. Optional Power back-up Charges:.....KW	...../KW	.....	.....
8. Fire Fighting Charges:	...../sq.ft.	.....	.....
Total Sale Consideration			.....
9. Club Membership Fee	.....	.....	.....
10. Interest-free Maintenance Sec. Deposit(IFMS)	...../sq.ft.	.....	.....
11. Sinking Fund Deposit	...../sq.ft.	.....	.....
12. Any Other Charges	...../sq.ft.	.....	.....
GRAND TOTAL			.....

Total Price does not include Stamp Duty, Registration Charges, expenses for execution of Sale Deed, Transformer Charges, Utilities Connection Charges, Service Tax/any other cess/levy as may become applicable, etc. which shall be borne & paid by the Applicant(s) to AIL. The Applicant(s) Shall pay to AIL, all such expenses, as and when demanded by AIL.

DECLARATION

I/we, the above Applicant(s), do hereby declare the above particular/information given by me/us are true and correct to the best of my/our knowledge and no material fact has been concealed there from. Also I/we agree to all Terms and Conditions as mentioned in Annexure-I.

.....
Applicant(s) Signature

Sole/First Applicant's Signature.....

Name.....

Second Applicant's Signature.....

Name.....

Date.....

Place.....

(Booked through Agent/Direct)

.....

.....

Agent's Seal and Signature

Note:- Payments to be made by A/C Payee Cheque(s) Demand Draft(s) in favor of Ashish Infraestate Limited
Payable at GORAKHPUR

.....
Applicant(s) Signature

Annexure-1

TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL/COMMERCIAL APARTMENT IN THE GROUP HOUSING PROJECT

'Silver Height' Jhungia, Bazar, Medial Road, Gorakhpur (U.P.)

1. TITLE

The Applicant(s) /intending Allottee (s) has/have fully satisfied himself/herself/themselves about the right, title and interest of Ashish Infra estate Limited (AIL) In the land on which the proposed Project "Silver Heights" is to be developed and have understood all the limitations & obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/intending Allottee(s) .

2. ALLOTMENT

- a) The allotment shall be made on a first-come-first-serve basic.
- b) The final allotment shall be entirely at the discretion of AIL, which has the right to reject any application without assigning any reason whatsoever.
- c) Upon acceptance of the Application, the Applicant(s)/Intending Allottee(s) shall be required to execute the Builder Buyer Agreement on AIL standard format, with in 30 days of its dispatch by AIL failing which AIL shall have the right to cancel the allotment forfeit the Earnest Money and allot/sell the said Apartment to anyone else or use it for any other purpose as it may deem fit.
- d) If for any reason AIL is not in a position to allot the Apartment/Unit applied for AIL shall be responsible to consider for an alternate Apartment and in case of failure to do so, refund the amount deposited without any interest and AIL shall not be liable for payment of any compensation on this account whatsoever
- e) The Applicant (s)/Intending Allottee(s) is/are aware that AIL is in process of obtaining consent and approval of its Building Plans from the Gorakhpur Development Authority, U.P. in case, in the process of such approval, the plans shown to the Applicant(s)/Intending Allottee(s) are changed, then AIL shall have the sole discretion to allot an alternate Apartment. The Applicant(s)/Intending Allottee(s) have instructed AIL that if for any reason other than reasons attributable to the Applicant(s)/Intending Allottee(s), AIL is not in position to finally allot the Set Apartment within a period of one year from the date of this Application, the Applicant(s)/Intending Allottee(s) shall have the option to take the refund of the Booking Amount by serving 30 days Demand Notice on AIL and AIL shall refund the Booking Amount deposited without any interest.
- f) In case of NRI Allottee(s) or foreign national of India origin, the provision of FEMA/RBI guidelines any other law, as may be prevailing shall be applicable.

3. LAYOUT, PLANES AND AREAS

That it is made clear to the Applicant(s)/Intending Allottees(s) the meaning of super area and its use for the calculation of Sale Price and other charges in respect of the apartment propose to the allotted. The Applicant(s)/Intending Allottee(s) has/have seen an accepted the plans, designs, Specification which are tentative and the Applicant(s)/Intending Allottee(s) authorised(s) AIL to effect suitable and necessary alterations/modification in the layout plan/building plans/parking plan/designs and specifications as AIL may deem fit or as directed by any competent authority(ies).

AIL 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 its number, dimensions, height, size (+/-10%), area, layout or change in entire scheme. If there is any Increase/decrease in the areas, revised price will be applicable at the original rate at which the Applicant(s)/Intending Allottee(s) booked the apartment/unit. The Applicant(s)/Intending Allottee(s) shall have the ownership of undivided proportionate share of land beneath the said building only.

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Applicant(s) Signature

4. TOTAL SALE CONSIDERATION

Total Sale Consideration means sale price of the said Apartment inclusive of the charges of the right to use the Parking Space(s) Preferential Location Charges, if the apartment is preferentially located, the post of providing wiring and switches in the Said Apartment along with the EDC, IDC and/or any other development charges ; Additional Infrastructure Facility Charges, Power back-up charges, fire detection and fire-fighting equipment in the common areas within the Said Building/Said Complex, as prescribed in the fire fighting code/regulation under National Building Code 1983, No. 3 of January, 1997 and does not include any other amounts, charges, security amount, etc. Payable as per the terms and conditions of the Builder Buyer Agreement, including but not limited to taxes, increase in EDC/IDC, IFMS (Including any increase therein), Sinking Fund, Utilities connection charge and charge for bulk supply of electric energy, Club Membership Charges, Common Area Maintenance Charges, property tax, additional preferential charges, increase in price due to Increase in super area of the Said Apartment, stamp duty, registration charges and any incidental charges and any other charges payable as mentioned in the Builder Buyer Agreement. The Applicant(s)/Intending Allottee(s) will also be required to pay as and when demanded by AIL, the prorated share of any Value Added Tax, Service Tax, GST or any third party/statutory taxes, duties, charges, cess, fees, levies, etc. as may be found applicable to the present transaction or the subsequent Agreement to be executed by the Applicant(s)/Intending Allottee(s).

5. EDC, IDC/ANY OTHER DEVELOPMENT CHARGES

The EDC, IDC and/or any other development charges for the external and infrastructure services to be provided by the Government of U.P. through its designated authorities, as per the present rates forms a part of the Total Price of the Apartment. In case of any increase or upward revision in the EDC and/or IDC and/or other development charges in future, which may be applicable to the present transaction, the same shall be payable by the Applicant(s)/Intending Allottee(s) without any delay or demur, as and when demanded by AIL.

6. PREFERENTIAL LOCATION CHARGES(PLC)

The Applicant(s)/Intending Allottee(s) agree(s) that the PLC for the preferential location as described by AIL shall be payable additionally in the manner and within the time as stated in the Payment Plan. However, the Applicant(s)/Intending Allottee(s) confirm(s) that if due to any change in the layout/building plan, the said Apartment ceases to be in a preferential location, AIL shall be liable to refund only the amount of PLC paid by the Applicant(s)/Intending Allottee(s) and the same shall be adjusted in the last installment as stated in the Payment Plan. The Applicant(s)/Intending Allottee(s) further agree(s) that in the event, due to any change in the layout/building plan, if the Apartment becomes preferentially located then the Applicant(s)/Intending Allottee(s) shall be liable to pay additional PLC as and when demanded by AIL.

7. ADDITIONAL INFRASTRUCTURE FACILITY CHARGES(AIFC)

The Applicant(s)/Intending Allottee(s) agree(s) that the AIFS for the additional infrastructure facilities as described by AIL to be provided to the residents of the proposed Project by AIL shall be payable additionally in the manner and within the time as stated in the Payment Plan.

8. CAR PARKING

The Applicant(s) / Intending Allottee(s) shall separately pay for the right to use reserved / dedicated car parking space / slot allotted to him/her/them for exclusive use, it is made absolutely clear that the reserved/dedicated car parking space/slot allotted to the Applicant(s)/Intending Allottee(s) shall not form part of the common area in the Said Building/Complex for the purpose of the declaration which may be filed by AIL under the U.P. Apartment Ownership Act or any such other Act / Statute as may be applicable from time to time to the said Apartment/Building/Complex. Since the reserved/dedicated car parking space/slot is an integral amenity of the apartment proposed to be allotted, the Applicant(s)/Intending Allottee(s) undertake not to deal/transfer/dispose off the same independent of the apartment proposed to be allotted. All clauses of this Application and the Builder Buyer Agreement pertaining to allotment, cancellation etc. Shall apply mutatis mutandis to the parking space/slot. It is further made clear to the Applicant(s)/Intending Allottee(s) that the Applicant(s)/Intending Allottee shall have no right, title or interest in other unreserved covered/open parking spaces/slot, if any, available to visitors/other occupant/users in the said Building Complex and such parking spaces/slot shall be under the exclusive ownership of AIL and shall be dealt with by AIL at its own discretion as it may deem fit. It is specifically made clear that AIL may impose such terms and conditions as it may deem fit to make use by any person of such unreserved covered/open parking spaces/slots.

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Applicant(s) Signature

9. POWER BACK-UP CHARGES

AIL shall provide power back-up facilities to all the apartments in the proposed Project. Applicant(s) / Intending Allottee(s) shall separately pay for the provision of power back-up at such rate as demanded by AIL in the manner and within the time as stated in the Payment Plan.

10. MANAGEMENT AGREEMENT

The Applicant(s)/Intending Allottee(s) upon completion of the said Building/Complex agree(s) to enter into a Maintenance Agreement with any association/body/condominium of apartment owners or any other nominee./agency/associations(s) or other body as may be appointed nominated by AIL from time to time for the maintenance and upkeep of the common services and common areas (apart from the internal area of the apartment) of the Said Group Housing Complex including the prorated share of the township of which the Said Group Housing Complex is a part and the Applicant(s)/Intending Allottee(s) undertake(s) to pay the maintenance bills of maintaining the various services and facility at the rate determined by AIL or its nominated maintenance agency from the date of offer for possession on pro-rata basis irrespective whether the Applicant(s) / Intending Allottee(s) is in occupation of the Residential Apartment or not. In order to secure due performance of the Applicant(s)/Intending Allottee(s) in paying promptly the maintenance bills and other charges raised by the Maintenance Agency. The Applicant(s)/Intending Allottee(s) agrees to deposit, as per the Payment Plan and to also keep deposited with the Company an Interest Free Maintenance Security (IFMS) Calculated on the basis of the super area of the apartment as per applicable.

11. TIME IS OF THE ESSENCE

Time is the essence of this Application. it shall be incumbent upon the Applicant(s)/Intending Allottee(s) to comply with the terms of payment and other term and conditions of allotment / sale. In case payment of any installment as may be specified, is delayed. The Applicant(s) / Intending Allottee(s) will have to pay interest on the amount of default calculated @ 18% p.a. compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment / amount without prejudice to AIL right to cancel the allotment. Notwithstanding anything contained to the contrary here in, if the Applicant(s)/Intending Allottee(s) fail(s) to pay the instalment along with interest within 75 days, from the due date, AIL shall forfeit the amount of earnest money/registration money deposited by him/her/them and in such an event allotment shall stand cancelled at the sole discretion of AIL and the Applicant(s)/Intending Allottee(s) shall be left with no right, title or interest in the said booking or apartment. If allotted and the company shall have the right to sell the said apartment to any other person. the sums, if any, paid over and above the earnest money shall be refunded without any interest by AIL after adjustment of interest on delayed payments, if any, due from the Applicant(s)/Intending Allottee(s). The Earnest Money shall be a sum equal to 20% of the Apartment's Basic Sale Price.

12. COMPETITION OF CONSTRUCTION/DELIVERY OF POSSESSION

- a) That the possession of the said Apartment is proposed to be delivered by AIL to the Applicant(s)/Intending Allottee(s) within 42 months (excluding a grace period of 6 months) from the date of approval of the Building Plans or date of execution of the Building Buyer Agreement whichever is later, subject to timely payment of the sale Price, stamp duty and all the other charges due and payable according to the payment Plan applicable to the Applicant(s)/Intending Allottee(s) or as demanded by AIL and subject to fulfilment of all other terms and conditions of the Builder Buyer Agreement by the Applicant(s) / Intending Allottee(s) and subject further to force majeure clause, it is made clear that the company shall be entitled to a grace period of six months of any reason, whatsoever.
- b) The Applicant(s)/Intending Allottee(s) agree(s) that in case AIL is unable to deliver the Said Apartment and/or allot the Parking Space (s) to the Applicant(s)/Intending Allottee(s) for his/her/their occupation and use due to:
 - i) any legislation, order or rule or regulation made or issued by the Government any other Authority(ies) or;
 - ii) if any competent authority(ies) refuse, delays, withholds, denies the grant of necessary approval of the proposed Apartment/Building or;
 - iii) if any matter, issues relating to such approvals, modifications by the competent authority(ies) become the subject matter of any suit/writ before a competent court or;

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Applicant(s) Signature

iv) due to force majeure conditions.

in case of occurrence of one or more of the aforesaid eventualities, the Applicant(s) / Intending Allottee(s) is/are desirous of cancelling the allotment, in that event the Applicant(s) / Intending Allottee(s) shall only be entitled to refund of the advance amount, excluding any Service Tax or any other statutory levy, cess, paid by the Applicant(s)/ Intending Allottee(s) without any interest. In such an event the Applicant(s)/Intending Allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the Project or the Said Apartment. In case, however, if the Applicant(s)/Intending Allottee(s) continue(s) to be willing to accept the allotment of the Apartment booked by him/her/them, AIL shall not be liable to pay any compensation to the Applicant(s) / Intending Allottee(s)

c) In the event Applicant (s) / Intending Allottee(s) fail (s) take possession of the Apartment within 30 days from the date of intimation offering possession in writing by AIL the Applicant(s) / Intending Allottee(s) shall be liable to pay AIL compensation as holding charges @Rs.5/- sft (Rs.54 - per sq.mtr) of the super area per month and the maintenance charges as determined by AIL Maintenance Agency for the entire period of such delay until the date when the physical possession is taken over by the Applicant(s)/Intending Allottee(s). If AIL fails to complete the construction of the Residential Apartment (s) within the period and subject to the conditions as stated in Clause 12 (a) here in above and subject to Force Majeure Clauses as mentioned here in after, AIL shall pay to the Applicant(s) / Intending Allottee(s) compensation @Rs. 5/- sft.(Rs. 54/ per sq.mtr) of the super area per month for the period of such delay.

13. APPLICANT'S/INTENDING ALLOTTEE'S COVENANTS

- a) That the Applicant(s)/Intending Allottee(s) has/have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- b) That the Applicant(s) / Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Builder Buyer Agreement and sign all applications and form for the purpose.
- c) The Applicant(s) / Intending Allottee(s) agree (s) to sign and execute, as and when desired AIL, AIL's standard Builder Buyer Agreement the standard Maintenance Agreement and other document/papers along with all their Annexure (s) and agree to abide by the terms and conditions as laid down therein.
- d) The Applicant(s) / Intending Allottee(s) agrees(s) that/he/she/they, has/have applied for the allotment of a residential apartment in the proposed "Silver Height" Jhungia Bazar Medical Road, Gorakhpur U.P. , with full knowledge of all the laws / notifications and rules applicable to the area in general and proposed Complex in particular which have been explained by AIL understood by him/her/them. The Applicant(s)/Intending Allottee(s) have carried out independent investigation and undertake not to raise any dispute or objection in this respect pursuant to submission of this application.
- e) The Applicant(s)/Intending Allottee(s) has/have understood and agreed that this application for booking of the said apartment is subject inter alia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Builder Buyer Agreement that would be executed with AIL due course and the Applicant(s)/Intending Allottee(s) further agree and undertake to abide by all these terms, conditions and obligations.
- f) The Applicant(s) / Intending Allottee(s) has/have clearly understood that submission of this signed Application Form and payment of the Booking amount shall not and does not constitute a right to allotment of the apartment in the proposed Complex and it does not constitute or result in any obligation on AIL towards the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) understand that AIL may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever therefore.
- g) The Applicant(s)/Intending Allottee(s) hereby declare(s) that he/she/they is/are competent to make and submit the present application for booking of the apartment in the proposed Group Housing Complex and there is no legal or contractual impediment or restriction on the Applicant(s)/Intending Allottee(s) making this application or the payment tendered thereunder.
- h) The Applicant(s)/Intending Allottee (s) understand(s) that once submitted, this application cannot be revoked by him/her/them and in the event Applicant(s) / Intending Allottee (s) withdraw the present application or if the Applicant(s) / Intending Allottee (s) do not accept the allotment made by AIL if the Applicant(s)/Intending Allottee(s) do not execute the Builder Buyer Agreement within the time stipulated by

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Applicant(s) Signature

iv) due to force majeure conditions.

in case of occurrence of one or more of the aforesaid eventualities, the Applicant(s) / Intending Allottee(s) is/are desirous of cancelling the allotment, in that event the Applicant(s) / Intending Allottee(s) shall only be entitled to refund of the advance amount, excluding any Service Tax or any other statutory levy, cess, paid by the Applicant(s)/ Intending Allottee(s) without any interest. In such an event the Applicant(s)/Intending Allottee(s) shall have no right, claim or interest of whatsoever nature or kind in the Project or the Said Apartment. In case, however, if the Applicant(s)/Intending Allottee(s) continue(s) to be willing to accept the allotment of the Apartment booked by him/her/them, AIL shall not be liable to pay any compensation to the Applicant(s) / Intending Allottee(s)

c) In the event Applicant (s) / Intending Allottee(s) fail (s) take possession of the Apartment within 30 days from the date of intimation offering possession in writing by AIL the Applicant(s) / Intending Allottee(s) shall be liable to pay AIL compensation as holding charges @Rs. 5/- sft (Rs. 54 - per sq.mtr) of the super area per month and the maintenance charges as determined by AIL Maintenance Agency for the entire period of such delay until the date when the physical possession is taken over by the Applicant(s)/Intending Allottee(s). If AIL fails to complete the construction of the Residential Apartment (s) within the period and subject to the conditions as stated in Clause 12 (a) here in above and subject to Force Majeure Clauses as mentioned here in after, AIL shall pay to the Applicant(s) / Intending Allottee(s) compensation @Rs. 5/- sft.(Rs. 54/ per sq.mtr) of the super area per month for the period of such delay.

13. APPLICANT'S/INTENDING ALLOTTEE'S COVENANTS

- a) That the Applicant(s)/Intending Allottee(s) has/have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- b) That the Applicant(s) / Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Builder Buyer Agreement and sign all applications and form for the purpose.
- c) The Applicant(s) / Intending Allottee(s) agree (s) to sign and execute, as and when desired AIL, AIL's standard Builder Buyer Agreement the standard Maintenance Agreement and other document/papers along with all their Annexure (s) and agree to abide by the terms and conditions as laid down therein.
- d) The Applicant(s) / Intending Allottee(s) agrees(s) that/he/she/they, has/have applied for the allotment of a residential apartment in the proposed "Silver Height" Jhungia Bazar Medical Road, Gorakhpur U.P. , with full knowledge of all the laws / notifications and rules applicable to the area in general and proposed Complex in particular which have been explained by AIL understood by him/her/them. The Applicant(s)/Intending Allottee(s) have carried out independent investigation and undertake not to raise any dispute or objection in this respect pursuant to submission of this application.
- e) The Applicant(s)/Intending Allottee(s) has/have understood and agreed that this application for booking of the said apartment is subject inter alia to compliance with other terms and obligations to be observed by him/her/them, including the terms and conditions of the Builder Buyer Agreement that would be executed with AIL due course and the Applicant(s)/Intending Allottee(s) further agree and undertake to abide by all these terms, conditions and obligations.
- f) The Applicant(s) / Intending Allottee(s) has/have clearly understood that submission of this signed Application Form and payment of the Booking amount shall not and does not constitute a right to allotment of the apartment in the proposed Complex and it does not constitute or result in any obligation on AIL towards the Applicant(s)/Intending Allottee(s). The Applicant(s)/Intending Allottee(s) understand that AIL may at any time and at its sole discretion reject his/her/their application without assigning any reason whatsoever therefore.
- g) The Applicant(s)/Intending Allottee(s) hereby declare(s) that he/she/they is/are competent to make and submit the present application for booking of the apartment in the proposed Group Housing Complex and there is no legal or contractual impediment or restriction on the Applicant(s)/Intending Allottee(s) making this application or the payment tendered thereunder.
- h) The Applicant(s)/Intending Allottee (s) understand(s) that once submitted, this application cannot be revoked by him/her/them and in the event Applicant(s) / Intending Allottee (s) withdraw the present application or if the Applicant(s) / Intending Allottee (s) do not accept the allotment made by AIL if the Applicant(s)/Intending Allottee(s) do not execute the Builder Buyer Agreement within the time stipulated by

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Applicant(s) Signature

AIL for this purpose, then his/her/their entire booking amount shall be forfeited by AIL and the Applicant(s)/Intending Allottee(s) shall be left with no right, interest or claim on the purpose apartment or its booking or otherwise on AIL in any other manner whatsoever.

- i) The Applicant(s) / Intending Allottee (s) acknowledge (s) that AIL has readily provided all information / clarification as required by hi /her/them and he/she /they have not relied upon and not been influenced by any architects' plans, sale plans, sale brochures, advertisements, representations warranties, statements or estimates of any nature whatsoever whether written, oral or implied, estimated facilities/amenities to be made available or any other data except as specifically represented in this Application and the Applicant(s)/ Intending Allottee (s) has/have relied solely on his/her/their own judgement in deciding to make this application for purchase of the said apartment.
- j) The Applicant(s)/Intending Allottee(s) undertake(s) to indemnify AIL its assignees and nominees and from and against all consequences resulting from any breach by the Applicant(s)/Intending Allottee(s) of any law or its representations, warranties and undertakings found to be untrue.

14. LOAN FACILITY

- a) In case the Applicant(s)/Intending Allottee (s) wish(es) to avail of loan facility for the purchase of Apartment applied for AIL shall all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding upon and applicable exclusively upon the Applicant(s)/Intending Allottee(s) only.
- b) In case the Applicant(s)/Intending Allottee(s) opt(s) to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to AIL as per the Payment Plan shall be ensured by the Applicant(s)/Intending Allottee(s), failing which he/she/they shall be governed by the previous contained in Clause 11 supra.
- c) Save and except in the case of the bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the said Apartment, where AIL has given permission to mortgage to any Bank/Financial Institution or Company for extending the loan to the Applicant(s)/Intending Allottee(s) against the apartment proposed to be allotted, AIL shall not be responsible towards any third party who has made payments, remittances to AIL on behalf of the Applicant(s)/Intending Allottee(s) and such third party shall not have any right in or under this application. From whatsoever, AIL shall issued the payment Receipt only in favor of the Applicant(s)/Intending Allottee(s). Under all circumstances, the Applicant(s)/Intending Allottee(s) is/are and shall remain solely and absolutely responsible for ensuring and making all the payments due under this application on time.

15. OTHER MISCELLANEOUS TERMS AND CONDITIONS

- a) Joint Applications: The Applicant(s)/Intending Allottee(s) declare(s) and affirm(s) that in case of joint allotment, failure to pay by any one shall be deemed as failure to pay by both/all and the joint Intending Allottee(s) shall be treated as one single person for the purpose of this application and both/all shall be liable for the consequences jointly as well as severally.
- b) Correspondence: The Applicant(s)/Intending Allottee(s) shall get his/her/their complete address registered with AIL the time of booking of the apartment and it shall be his/her/their responsibility to inform registered Post/AD about all or any subsequent changes. If any failing which all the communications/notices etc. Sent at the first address as stated by the Applicant(s)/Intending Allottee(s) in the Application shall be deemed to have been received by him/her/them. This is without prejudice to the stipulation the Applicant(s)/Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the payment Plan and Applicant(s)/Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant(s)/Intending Allottee(s) undertake to abide by all the laws, rules and regulations relating to U.P. Apartment Ownership Act any such other Act/Statute as may be applicable from time to time to the said Apartment/Building/Complex.
- c) Rights Owner/AIL : AIL shall be continue to have, as before the right to make additions, raise more storeys or put up additional structure as also to connect the electric, water, sanitary and drainage fitting on the additional structures/storeys with the existing electric, water sanitary and drainage sources at its own cost as may be permitted by the competent authorities. Such additional structure and storeys shall be the sole property of AIL. The Applicant(s)/Intending Allottee(s) hereby give(s) consent to the same agree(s) that he/she/they shall not be entitled to raised any objection or claim at any time in respect thereof.

.....
Applicant(s) Signature

AIL for this purpose, then his/her/their entire booking amount shall be forfeited by AIL and the Applicant(s)/Intending Allottee(s) shall be left with no right, interest or claim on the purpose apartment or its booking or otherwise on AIL in any other manner whatsoever.

- i) The Applicant(s) / Intending Allottee (s) acknowledge (s) that AIL has readily provided all information / clarification as required by hi /her/them and he/she /they have not relied upon and not been influenced by any architects' plans, sale plans, sale brochures, advertisements, representations warranties, statements or estimates of any nature whatsoever whether written, oral or implied, estimated facilities/amenities to be made available or any other data except as specifically represented in this Application and the Applicant(s)/ Intending Allottee (s) has/have relied solely on his/her/their own judgement in deciding to make this application for purchase of the said apartment.
- j) The Applicant(s)/Intending Allottee(s) undertake(s) to indemnify AIL its assignees and nominees and from and against all consequences resulting from any breach by the Applicant(s)/Intending Allottee(s) of any law or its representations, warranties and undertakings found to be untrue.

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The specification of the apartment are subject to change as necessitated during construction. In such an event, material of equality good quality shall be used.

AIL shall provide Fire Safety measure as per the existing Fire Safety Code/Regulations. If due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by AIL, any further fire safety measure are required to be provided, the Applicant(s)/Intending Allottee(s) shall pay for the same on pro-rata basis.

The Applicant(s)/Intending Allottee(s) agree(s) that AIL shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity, whether incorporated or otherwise, by way of sale/disposal or any other arrangement as may be decided by AIL without any intimation, written or otherwise to the Applicant(s)/Intending Allottee(s) and the Applicant(s)/Intending Allottee(s) shall raise any objection in this regard.

The Applicant(s)/Intending Allottee(s) understand(s) and agrees(s) that it not shall have any right to transfer/assign this application in favor of any other person. Not with standing this restriction, AIL may at its sole discretion such assignment/transfer of this agreement in favor of a nominee on a case to case basis subject always to payment of the transfer/other administrative charges and/or compliance to such other conditions as may be decided by AIL as well as execution of appropriate collateral documentation by the Applicant(s)/Intending Allottee(s) and the proposed Assignee(s)/Transferee(s) to the complete satisfaction of AIL in the format finalized by AIL. In the event the Applicant(s)/Intending Allottee(s) has/have obtained finance/loan against the said Apartment from a Bank/Financial Institution, then "No Objection" Certificate/Letter by such Bank/Financial institution shall be submitted to AIL a format approved by it permitting/consenting to the requested assignment/transfer by the Applicant(s)/Intending Allottee(s). It is made clear that the Applicant(s)/Intending Allottee(s) do(es) not have any enforceable right to demand assignment/transfer of its rights under this Application, the sole discretion of which rests with AIL and the Applicant(s)/Intending Allottee(s) agree(s) that AIL is not bound to permit the requested assignment/transfer even though it may have done so in any other person's case previous or may do so subsequently. AIL in its absolute discretion shall be entitled to impose such conditions as it deems appropriate in case it proceeds to permit transfer from the Applicant(s)/Intending Allottee(s).

In case request for transfer/assignment of rights is permitted by AIL, it shall always be subject to the applicant laws, rules, regulations and directions of the Government. The Applicant(s)/Intending Allottee(s) hereby undertake(s) to indemnify AIL and to keep it harmless at the time from any legal, monetary (including liability for any Stamp Duty, tax, penalty or duties, etc.) or other adverse consequences whatsoever on account of such permission being accorded by AIL on the request of the Applicant(s)/Intending Allottee(s)

All taxes, whether levied or to be levied in further, on the land and/or on the Said Apartment shall henceforth be borne by the Applicant(s)/Intending Allottee(s).

The Applicant(s)/Intending Allottee(s) agree (s) and permit (s) AIL so raise finance/loan from any Financial Institution/Bank by way of mortgage/charges/secritization of receivable of his/her/their residential apartment subject to the residential apartment being free of any encumbrances at the time of execution of sale deed. AIL/financial institution/bank shall always have the first lien/charge on the said residential apartment for all its dues and other sums payable by the Applicant(s)/Intending Allottee(s) or in respect of the loan granted for the purpose of the construction of the complex.

The Applicant(s)/Intending Allottee(s) shall not be entitled to insist on execution and registration of Conveyance Deed till such time it proceeds to make payment of all the amounts payable by him/her/them to AIL. The Applicant(s)/Intending Allottee(s) shall further be bound to execute the Maintenance Agreement as stated elsewhere in this Application, prior to the execution and registration of the Conveyance Deed in its favor by AIL.

The Applicant(s)/Intending Allottee(s) is/are of the fact that AIL shall construct at its own costs a club/recreational facility which AIL may in its absolute discretion in due course transfer to any qualified third party identified and deemed appropriate by AIL with the objective of owning, managing and operating such facility on terms and conditions as deemed appropriate by AIL/third party. The right of the Applicant(s)/Intending Allottee(s) to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s)/Intending Allottee(s) of all rules, bye laws and conditions as may be notified by such third person transfer or AIL. The right of the Applicant(s)/Intending Allottee(s) to use such facility shall further be contingent on timely payment of club membership charges and other

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Applicant(s) Signature

Routine Club usage charges as may be intimated by such third person, transferee AIL the Applicant(s)/Intending Allottee(s) in due Course.

16. FORCE MAJEURE

Development and construction of "SILVER HEIGHTS" is subject to force majeure clause, with include delay in competition of the Project for any reason beyond the control of AIL viz. non-availability of any building material, war of enemy action or any natural calamity or any act of God. etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Government/public or other Competent Authority or any reason whatsoever beyond the control of AIL and any of the aforesaid events, AIL shall be entitled to a reasonable extension of time.

17. DISPUTE

All or any dispute arising out of or in relation to the terms of this application and/or Builder Buyer Agreement including the interpretation and validity of terms there of and the respective right and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred to arbitration of a Sole Arbitrator to be appointed by AIL. The Arbitration proceedings shall be governed by the provision of the Arbitration of Conciliation Act, 1996 or any statutory amendment/modifications there for the time being in force. The venue of the Arbitration proceeding shall be in GORAKHPUR. The award of the arbitration shall be rendered in English and its decision shall be final and binding upon the parties. The Applicant(s)/Intending Allottee(s) hereby confirm(s) that he/she/ they shall have no objection to this appointment.

18. JURISDICTION

Courts at gorakhpur alone shall have the jurisdiction in all matters arising out of our touching upon or concerning this application and/or Builder Buyer Agreement regardless of the place of execution of this application and/or Builder Buyer Agreement.

19. DECLARATION

I/We, the Applicant(s)/Intending Allottee(s), do hereby declare that my/our application for allotment by AIL is irrevocable & that the above Particulars/information given by me/us is true & correct and nothing has been concealed therefrom. I/We have read and understood the above mentioned terms and conditions, documents, to above and agree to abide by them.

Date.....

Place.....

.....
Applicant(s) Signature

checklist of the Receiving Officer :

- a) Application Money
- b) 2 Nos. PP Photographs of all the Applicant(s) in the case of individuals/Partners
- c) Customer's Signature on all pages of the application form
- d) PAN No./Form 60/Form49A
- e) For companies : Memorandum & Articles of Association and/Board resolution
- f) partnership firms : partnership Deed and authorization
- g) For foreign nationals : IPI-7/Passport Photocopy
- H) For NRI : Copy of passport & payment through NRE /NRO A/c

1. Remarks.....
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.....
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Date.....

Received by

Verified by

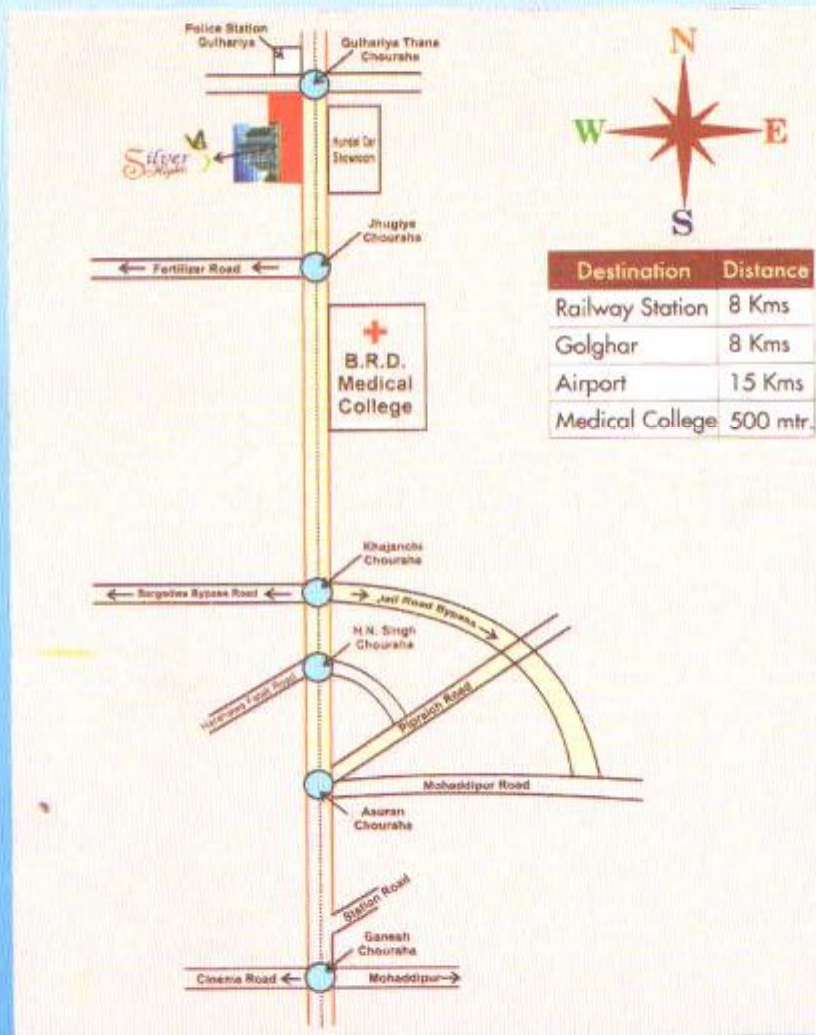
Approved by

.....

.....
Applicant(s) Signature



SILVER HEIGHTS



Site Office : Near Gulharia Thana, Medical College Road, Gorakhpur (U.P.)

Head Office : 501, Gemini Residency, Asuran Chungi Medical Road,
Shahpur, Gorakhpur (U.P.) PIN : 273001

Contact : 9794225333, 9044035429