

Application for Allotment of Residential Apartment

M/s BANKEY BIHARI INFRAHOMES PRIVATE LTD.
AGGARWAL HEIGHTS, NH- 58
RAJ NAGAR EXTENTION GHAZIABAD

Project Name : **AGGARWAL HEIGHTS**

Khasra No.: **962, NOOR NAGAR,**
GHAZIABAD

Dear Sir (s),

I/We, Hereby apply for allotment of a residential apartment in your Housing Complex named "AGGARWAL HEIGHTS", to be developed and constructed by M/s BANKEY BIHARI INFRAHOMES PVT. LTD. (hereinafter referred to as the Company) on land situated at village Noor Nagar, Ghaziabad, U.P.

I/We agree to abide by the basic terms and conditions attached to this Application Form and also to sign and execute, as and when desired by the company the Allotment Letter and the Buyer's Agreement on the Company's standard format, content whereof have been read and understood by me/us and I/We agree to abide by them.

I/We remit herewith a sum of Rs. _____ (Rupees _____) Vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ being booking money for allotment of a residential apartment.

I/We further agree to pay the instalments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and /or as stipulated/ demanded by the company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the company.

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

SOLE / FIRST APPLICANT

Mr./Mrs./Ms.

W/D of

Nationality..... Age..... Year

Date of Birth Profession/Service

Residential Status : ☐ Resident ☐ Non-resident ☐ Foreign National of Indian Origin

Income Tax Permanent Account no.

Postal Address

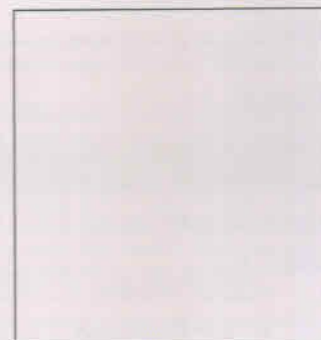
Telephone Nos. Mobile No. E-mail :

Designation, Office Name & Address

SECOND APPLICANT

Mr./Mrs./Ms.

W/D of




3. DETAILS OF APARTMENT :

Type of Apartment Apartment No. Floor
 Approx - Super Area Sq. Mt. (approx.) (.....
 Cost (CLP) Rs. (Rupees

4. Basic Sale Price (BSP) @Rs..... per sq. ft. (..... sq.ft.)

Sl.No.	Particulars	Amount (Rs.)	Payable on
(I)	External Electrification Charges		
(ii)	Fire Fighting Charges		
(iii)	IFMS		
(iv)	Club Membership		
(v)	Wood work in Kitchen and Bedrooms (optional)		
(vi)	Power Backup		
(vii)	External Development Charges		
(viii)	PLC		

Parking Cost Rs. (Rupees

Parking Space No. Parking Type : ☐ Open ☐ Covered ☐ Stilt

5. PAYMENT PLAN :

☐ DOWN PAYMENT PLAN ☐ CLP

Note : Payments to be made by A/c Payee Cheque(s) Demand Draft(s) in favour of "BANKEY BIHARI INFRAHOMES PVT.LTD."

6. I/We require power backup for KW (minimum 1 KVA). I/We are ready to pay the charges @ Rs. /- Per KVA
 (Total amount Rs.)

7. Any other Remarks :

8. DECLARATION

I/We the applicant(s) do hereby declare that my/our application for allotment of the apartment / shop by the Company is irrevocable and that above particulars/information given by me/us are true and correct and nothing has been concealed therein.

Yours faithfully,

DATE :

PLACE :

Signature of applicant

Signature of co-applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER :

Name Signature Date

1. ACCEPTED/REJECTED

Type of Apartment Apartment No. Floor

Parking Space No. Parking Type : ☐ Open ☐ Covered ☐ Stilt

Total Price payable for the apartment together with the parking price Rs.

2. PAYMENT PLAN : ☐ Down Payment Plan ☐ CLP

3. Payment received vide Cheque / DD / Pay order No. Dated

Drawn on for Rs. (Rupees

4. Provisional Booking Receipt No. Dated

5. BOOKING : DIRECT / THROUGH SALES ORGANISER

6. Sale Organiser's Name & Address, Stamp with signature :

7. Sub Broker's Name, Stamp & Signature

8. Check List for Receiving Officer :

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN THE PROJECT AGGARWAL HEIGHTS, NOOR NAGAR, GHAZIABAD, U.P.

Whereas Free hold land has been acquired by the Company i.e. **M/s BANKEY BIHARI INFRAHOMES PVT. LTD.** measuring Area 2.0705 acrs. Approximately
Whereas as per Group housing Norms, the land will be used for commercial, and residential Open space/ green purposes.

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment in Group Housing Plot mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon:

Whereas all terms & conditions of the above Group housing is executed.

1. The building plans of the proposed Group Housing Plot will be submitted/sanctioned to/by the Ghaziabad Development Authority. The Complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
2. That the intending Allottee(s) has/have seen all the documents of titles & other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied himself about the title & rights of the said Builder in respect of the aforesaid Project. The Builder has right to develop and construct the apartment on the said Project and also has right to allot different apartments in the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the G.D.A. as well as of the Government orders/ Notifications/ GDA Policy.
4. That saving and accepting the particular Apartment allotted, the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the Builder can sale out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/company(ies)/institution(s) whosoever for short term or long term.
5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with impart able and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further apartment in the eventuality of such change in the F.A.R. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.
7. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GDA, any other Local Authority or Body having jurisdiction.
8. That the total area of the said apartment, as mentioned herein above, property known as "Salab (GDA) Area" comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits to the building, water supply arrangements and installation such as power light, sewerage etc., and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easements rights and to carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (excepting what has been allotted by an agreement to Intending Allottee(s)) or tot-lots, space for public amenities, shopping centres or any other space will be the sole ownership of the Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
9. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
10. That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
11. That the instalments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the even of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.
12. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of Apartment will be forfeited and balance amount, if any, will be refunded without any interest.
13. That the schedule of instalments under Payment Plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
14. That in exceptional circumstances, the Builder may, in its sole discretion condone the delay in payment by charging interest @ 18% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending Allottee(s).
15. That the drawings displayed in the Site Office/Registered Office of the Builder- of showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder, and the change can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of good specifications.
16. That the intending Allottee(s) has seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in $\pm 3\%$ in the Saleable area of the Apartment, there will be no extra charge/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than $\pm 3\%$ change in Saleable area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/ modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction there from and interest thereon. The intending Allottee(s) agrees that any refundable/ payable amount (without any interest) at the rate per sq. feet as mentioned in the Application/Allotment Letter.
17. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc. as and when required or deemed fit by the Builder.
18. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flat as soon as it is made available for possession.
19. Transfer of the flat including rights as flat Allottee herein will be at the sole discretion of "The Company" and shall require prior approval of "The Company". The administrative charges as prescribed by "The Company" from time to time will be paid by the transferor at the time of transfer. Any change in the name registered as flat Allottee (including addition/deletion) with the company shall be deemed to be a transfer for this purpose. The administrative charges for transfer of the flat between family members (viz husband, wife and own children) will be matter of the normal administrative charges for every transfer. Claims, if any, between the transferor and transferee, as a result or subsequent reduction/increase in the area of its location will be settled between themselves i.e. transferor and transferee and "The Company" will not be a party to the same. It will be the responsibility of the transferor to obtain all sanctions including sanction of the competent authorities inter-alia under the Urban Land Ceiling and Regulation Act, 1976, if the transfer falls within the purview of the said Act.
20. That a written intimation for completion of project will be sent to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out period" is in order to facilitates the intending Allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own Apartment after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out period" only, which will take 20 to 25 days for an individual Apartment and the intending Allottee(s) may get these final installations done in his/her/their own presence, if desired so.
21. That the construction of the Complex is likely to be completed as early as possible subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
22. That in case the Allottee(s) fail to take possession of apartment within "Fit-out-period", he/she/they will pay penalty as per clause mentioned hereinafter.
23. That in case the intending Allottee(s) fails to take possession of Apartment within given "Fit-out Period", RS 100.00 per day will be charged for the delay of First month and

35. "The request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained.
36. "The intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation of any other ground whatsoever.
37. "The House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
38. "The intending Allottee(s) will pay Interest Free Maintenance Security Deposit (FMSD) @ Rs. _____/- per sq. ft. to the Builder.
39. "The intending Allottee(s) has/have to pay monthly Maintenance Charges @ Rs. _____/- per sq. ft. to the Maintenance Body of the project nominated by the Builder.
40. "The intending Allottee(s) shall pay Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum non-usage of electricity and power back-up) payable to the intending Allottee(s) to the Builder, will be decided by the Builder.
41. "The intending Allottee(s) shall not be allowed to the Apartment owner/association of the complex.
42. "The intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment/duct etc. for cleaning maintenance/leakage/seepage in his/her/their Apartment or any other Apartment.
43. "The intending Allottee(s) shall be responsible for the maintenance of the Apartment, the whole or part of the Scheme abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
44. "The intending Allottee(s) understands and declared by and between the parties that a Registered Deed shall be executed and registered in favour of the intending Allottee(s) after the completion of the construction of the Apartment at the site, after receipt of total sale consideration and other charges agreed herein by the Builder. The other expenses i.e. cost of registration of the Registry, registration charges/fee, miscellaneous expenses and Advocate legal fees charges shall be borne and paid by the intending Allottee(s). The intending Allottee(s) will be responsible and liable for paying under stamp duty, deficiency interest & valuation of the Apartment for the stamp duty.
45. "The intending Allottee(s) shall abide by all laws, rules and regulations of the GDA (Local Bodies) The provisions of U.P. Apartment (Promotion of construction, owners' association) Act, 2010 State Govt. of U.P. and the proposed Body Corporate Association of the Building & when formed or then as prescribed by the builder and shall be liable for any violation, violation or breach of any of the conditions of law/ bye laws or rules & regulations after the completion of the complex. The Apartment shall be used for the purpose of residential.
46. "The intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees to use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) in the complex, to crowd the passages or to use it for any illegal or immoral purpose.
47. "The intending Allottee(s) shall be used for activities as are permissible under the Law.
48. "The intending Allottee(s) consents that for repairing any damages in the toilets/bathroom any other portion of the other Apartment caused due to his negligence or the intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other equipment or whether malfunctioning or wilful act.
49. "The intending Allottee(s) shall be insured by the intending Allottee(s) at his/her/their own cost against fire, theft, etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) shall be liable for charges towards insurance either by him individually or through residents collectively for the maintenance of building.
50. "The intending Allottee(s) consents with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by a third party or the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
51. "The intending Allottee(s) shall be entitled to the Interest Free Security Deposit given by the intending allottee(s) to the Builder or nominee of the Builder is refundable to the intending Allottee(s) or his/her/their nominee (RNA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RNA of the Complex. At the time of handing over the possession of the Project Complex the charge over the following will be handed over to the RNA:
a. Common areas, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motor and motor room, b. Security gates with intercom, c. Common areas, etc.
52. "The intending Allottee(s) shall be responsible for the maintenance of the Apartment, the whole or part of the Scheme abandoned, no claim will be preferred, except that money received from the intending Allottee(s) will be refunded in full, without interest.
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