

(This Form if Detached from Terms & condition will be treated invalid)

M/S BANKE BIHARI DEVELOPERS PVT LTD.

APPLICATION FOR ALLOTMENT BY SALE OF A RESIDENTIAL APARTMENT IN KAVAYANJALI HEIGHTS

KAVAYANJALI HEIGHTS,

690, IN FRONT OF TIMONEER HOSPITAL
MAIN ROAD MOHADDIPUR,
GORAKHPUR.

Dear Sir,

I/We the
undersigned request that a residential apartment in your
may be allotted to me/us as per the Builder's terms and conditions which I/We have read and
understood and shall abide by same as stipulated in your company.

I/We further agree to sign and execute any necessary agreement, as and when desired by the
builders on the Company's standard format. I/We have, in the meantime signed the Salient terms
and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs (Rupees
.....) by Bank Payable at
Gorakhpur as part of earnest money. (All drafts or local cheques to be made in favour of M/s BANKE
BIHARI DEVELOPERS PVT. LTD.

I/We agree to pay further installments of sale price as stipulated called for by the Builder and the
other charges as and when called for.

My/our particulars as mentioned here below may be recorded for communication

1. Applicant (Sole First).....

S/W/D/ of

2. Second Applicant's Name

3. Third Applicant's Name

Local Address (if any)

.

.....Pin Code

Telephone Nos Fax

Address for Correspondence.....

.....

.....

Telephone Nos Fax

- | | | |
|-------------------------------------|-----------------|---------------------|
| 4. Residential Status: | Resident Indian | Non-Resident Indian |
| 5. Payment Plan: Down Payment | | Installment Plan |
| 6. Details of unit to be purchased: | | Installment No |

- i) Apartment/Apartment with terrace
(a) 3 Room Set (d)..... S.No.
(b) 2 Room Set.....
(c)

Required Super Area@ Amount Rs..... + additional
charges as per annexure attached. Total Amount Rs.
.....

Parking Covered/Open (a) 3 Room Set.....

Optional/Compulsory 1. Electrification Charges (a) 2 Room Set.....

2. Power Backup 1000 Watt

3 .I.F.M.S

4. Club Membership

7. Booking: DirectThrough Reference Then Name & Ph

8. Income Tax Permanent Account No.

9. DECLARATION

I/We the undersigned (Sole/First and Second/Third Applicant do hereby declare that the above mentioned particulars information given by me/us are true and correct and nothing has been cancelled therefrom.

Your faithfully,

Signature of the applicant (s)

Place..... Date.....

FOR OFFICE USE ONLY

1. Application Accepted/ Rejected
2. Details of Apartment allotted

AMOUNT RECEIVED AT THE TIME OF BOOKING

.....
.....
.....
Car Parking Space
Additional Car Parking.....
Space/Storage Space.....
Optionals
i.....

Total Rs. _____

M/s BANKE BIHARI DEVELOPERS PVT LTD.

TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN KAVAYANJALI HEIGHTS

The intending allottee (s) has applied for allotment of a residential apartment with full knowledge and subject to all the laws and notification and rules applicable to this area in general and group housing project in particular which have been explained by the Builder and understood by him/her.

- The intending allottee (s) has fully satisfied himself/herself about the interest and the title of the Builder in the said and on which the apartment as a group housing scheme will be constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or objection by the intending allottee (s) in this respect.
- The intending allottee (s) has accepted the plans, designs, specification which are tentative and are kept at the Builder's office at KAVAYANJALI HEIGHT and agrees that Builder may effect such variations, additions, alterations deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee (s) hereby gives his/her consent to such variation/addition/alteration/ deletion.
- The Builder/Company shall have the right to effect suitable and necessary alternations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of apartment, change in its numbers. jimensions height, size, area, layout or change of entire scheme.
- The intending allottee (s) shall not be entitled to go the name of his/her nominee (s) substituted in his/her place without the prior approval of the Builder, who may in its sole discretion, permit the same on such terms as it may deem fit.
- The intending allottee (s) agrees that he/she shall all pay the cost of the apartment on the basis of the super area i.e. covered area inclusive of proportionate share of common area and all other charges as and when demands. He/She also agrees to make all payments through demand drafts, cheques drawn on and payable at Gorakhpur only.
- The external Development charges for the external services to be provided by the Authority/Authorities or by the builder /Company will be charged at the present rate and in case of any increase in these charges in future the same shall be
- paid by the intending allottee (s) as and when demanded by the Builder The same shall be determined by the Builders and
- The Builder/Company and the intending allottee (s) hereby agree that the amount paid with the application and in installments as the case may be, to the extend of 20% of total cost of the apartment will constitute the earnest money This earnest money shall stand forfeited incase of the non-fulfilment of these terms and conditions and those of Allotment Letter/ Agreement as also in the event of the by

the intending allottee (s) it sign the allotment letter Agreement within the same time allowed by the Builders.

- The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee shall have to pay interest @ 24% per annum on the delayed payments and the Builder reserves its right to forfeit 20% of the total cost in event of irregular/ delayed payments/non fulfillment of terms of payment and the allotment may be cancelled at the discretion of Builder.
- The intending allottee (s) agrees to reimbursement to the Builder/Company and to pay on demand and all taxes, levies or assessments whether levied now or leviable in future on land and/ or the buildings as the case may be, from the date of allotment.
- The Builder/Company shall endeavour to give possession of the apartments to the intending allottee (s) in approximately subject to force-majoure circumstances and the reasons beyond the control of the builder and on receipt of all payments and other charges as per installment plan from the date of booking and payable up to the date of possession according to the payment plan applicable to him/her The builder on completion of the construction shall issue final call notice to the intending allottee (s) who shall within 30 days thereof, remit all dues and take possession of the apartment, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken Possession of the allotted unit and shall pay all maintenance charges and any other levies on account of the allotted unit
- The intending allottee (s) of the apartment shall pay necessary charges including security deposit for maintaining and upkeeping the complex and providing the various services as determined by the builder or its nominated agency and as and when demanded by the builder/its nominee. This arrangement will be carried out until their services are handed over to the local bodies. The intending allottee (s) agrees and consents to this arrangement and will not question the same singly or jointly with other buyers.
- The sale deed shall be executed and got registered in favour of the intending allottee (s) within the reasonable time after buildings are finally constructed at the site and after receipt from his/her full price and other connected charges. Cost of stamp duty and registration/ documentation charges etc. as applicable will be extra and shall be borne by the intending allottee (s) The intending allottee (s) shall pay, as and when demanded by the builder/company stamp duty and Registration Charges and all other incidental and legal expenses for execution and registration of sale deed of the apartment in favour of the intending allottee (s).
- The intending allottee (s) shall get his/her complete address registered with the builder/company at the time of booking and it shall be his/her responsibility to inform the builder by Registered A/D letter about all subsequent charges, if any, in his/her address, failing which all demand notice and letter posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee (s) shall be responsible for any default in payment and other consequences that might occur therefrom. In all communication the reference of property booked must be mentioned clearly.
- The Builder/Company shall have such the first Lien and charge on the said apartment for all its dues and other sums payable by the intending allottee therein
- Unless conveyance deed is executed and registered, the Builder/Company shall for all intent and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title of interest therein.
- The allotment of the apartment is entirely at the discretion for the Builder/company
- The intending allottee (s) undertake to abide by all the laws, rules and regulations or any law as may be made applicable to the said property i.e. (Apartment, storage space, car parking space and other amenities and facilities).
- Gorakhpur Courts alone shall have jurisdiction in all matters arising out of any disputes concerning this transaction

- The intending allottee (s) agrees to pay the total cost and other charges of apartment as per the installment plan opted by him/her.
 - The intending allottee (s) shall not put up any name or sign board, Neon sign publicity or advertisement material, on the external façades of the Building or any where on the exterior of the Building or common area, The intending allottee (s) shall also not changed the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
 - The allottee (s) shall not use the premises for any activity, commercial or otherwise, except for residential purpose only.
 - In case there are joint intending allottee (s), all communication shall be sent by the Builder/company to the intending allottee (s) as served on all the intending allottees (s) and no separate communication shall be necessary to the other named..... intending allottee (s). The intending allottee (s) has agreed to this conditions of the Builder/company.
 - The roof right shall always remain with the builder/company and that he can use or raise and construct on the terrace in the
 - and he can sale it to anyone.
 - In case of cancellation of Flat, Amount will be returned without interest after Resale of the Flat.
 - In case of the applicant/ allottee wants to transfer his/her flat to any other person, the company will charge Rs. 50/Sqft as Transfer charge.
- I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date.....

Place.....

Signature of the Intending Allottee (S)

