

## APPLICATION FORM

Dear Sir,

I/We am/ are interested in the purchase of a Unit/ Plot measuring about -----Sq.Mtr. (Equals to -----Sq. Yards)

I /We request you that a Residential Unit/Plot /Shop be allotted to me /us in your aforesaid proposed scheme.

I /We understand that the lay-out and building plans are only suggestive and are subject to change as per actual site conditions and measurements or changes required by the promoters or Govt. Agencies. The Promoters reserve the right to alter/change/modify/delete or add in the building plan and lay-out plan and location of the allotted Unit.

I /We agree to sign and execute, as and when desired by you, an agreement on your standard Performa and I / We agree to abide by the terms and conditions of allotment / Agreement to Sell/ Sale deed as laid down therein.

I /We forward herewith a sum of Rs. -----/- (Rupees-----  
-----Only) by Cash/ Cheque/On Line /Internet Banking /Bank Draft No.-----  
----- dated-----drawn on ----- being application  
money/Booking money for allotment of a Plot/Unit/Flat/House as per My /Our request.

**My /Our Particulars are as follows:**

1. Name of the applicant:-----
- 2.Age:-----
- 3.Son /D/o /Wife of:-----
4. Status (Individual /Company /Firm /H.U.F / Others):-----
5. Present Address: -----  
-----PIN : -----
6. Phone Number (R) : ----- (O) ----- (M) :-----
- 7.Permanent account number : -----
8. Nationality : -----
- 9.Aadhar Card No.-----
10. Designation of Signatory: -----
11. Name and Address of Nominee : -----

Signature

Signature

For Office Use Only

## Saraswati Vatika Extension

Application Form No:

(PHOTOGRAPH  
OF Ist  
APPLICANT)

(PHOTOGRAPH  
OF IInd  
APPLICANT)

To,

M/s Saraswati Buildcon  
IInd Floor, Saraswati Plaza  
Shivaji Road,  
(Meerut)

**APPLICATION FOR REGISTRTRION OF ALLOTMENT OF A PLOT/FLAT/HOUSE IN SARASWATI  
VATIKA EXTENSION COLONY, SITUATED AT VILLAGE- NOOR NAGAR, TAHSIL & DISTRICT  
MEERUT.**

Dear Sir,

I/We wish to book a resident Plot/Flat/House in your Residential Project known as Saraswati Vatika Extension located in Village Noor Nagar, Meerut for which I/We are forwarding herewith a Cheque /Demand Draft No.-----dated -----  
----- for Rs. -----/-(Rupees -----Only)  
towards Registration amount, subject to the attached terms & conditions: -

That the said advance would be adjusted by me /us and when the residential plot/Flat/House is allotted in my name(s).

I /We have clearly understood that registration for allotment of a Plot /Flat/House on the basis of this application is at the sole discretion of the Developer and does not confer upon me /us



any right of allotment notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the advance registration money.

I/we further declare that I/we saw & read and looked into the title deeds, relative documents and layout plan of the colony and also made all inquiries and are satisfied. And also gone through about the Principle of Purchase Beware "(क्रेता सावधान)"

In the event, the Developer agreeing to allot a Plot /Flat/House on the basis of this application, I/We agree to pay further installments of the sale price and other charges dues and Fee, according to the terms and conditions stipulated in this Application Form, an Agreement to sell and the Payment Plan.

I/We further agree to sign and execute and get registered, at my cost and expense the requisite Agreement to sell, as and when desired by the firm on the Developer's standard format. I /We have, in the meantime read, signed and agreed to abide by the indicative terms and conditions attached to this application form for registration for allotment of a Plot /Flat/House.

My /our particular is /are given overleaf.

-----  
Signature of Applicant/Applicants.

Please Note:

- 1- Cheque (s) or R.T.G.S to be made in favour of "M/s Saraswati Buildcon.
- 2- Outstation payment mode-DD or R.T.G.S Payable at Meerut or R.T.G.S. in favour of M/s Saraswati Buildcon.

Read & Agreed

(-----)

Name:

### **Applicant Details:**

My /Our particular are given below for your references and record: -

1. Sole /First Applicant: Mr./Mrs. /Ms.-----

S/W/D of : -----

Mailing Address: -----  
-----  
-----

Aadhar No.: -----

Telephone No.:-----

E-Mail: -----Mobile No.: -----

\*PAN No:-----

Status: -----

Nationality: -----Profession: -----

Designation: -----

Company Name : -----

Address: -----  
-----  
-----

Telephone No.: -----Mobile No.: -----

Email : -----Mobile No.: -----

2. Second Applicant: Mr. /Mrs. /Ms.-----

S/W/D of : -----

Mailing Address: -----  
-----  
-----

Aadhar No.: -----

Telephone No.:-----

E-Mail: -----Mobile No.: -----

PAN No:-----

Status: -----

Nationality: -----Profession: -----

Designation: -----

Company Name: -----

Address: -----  
-----  
-----



Telephone No.: -----Mobile No.: -----

Email : -----Mobile No.: -----

(PHOTOGRAPH  
OF IIIrd  
APPLICANT)

3. Third Applicant: Mr. /Mrs. /Ms.-----

S/W/D of : -----

Mailing Address: -----

Aadhar No.: -----

Telephone No.:-----

E-Mail: -----Mobile No.: -----

PAN No:-----

Status: -----

Nationality : -----Profession: -----

Designation: -----

Company Name: -----

Address: -----

Telephone No.: -----Mobile No.: -----

Email: -----Mobile No.: -----

Please Note:

- \* (i) please attach a Self-attested copy of PAN Card.
- \* (ii) Self attested Copy of Aadhar Card.

This application will be deemed to be incomplete if the above-mentioned documents/ information's are not furnished along with the application form and therefore lose its priority.

**DECLARATION: -**

I /We the undersigned (Sole /First, Second and Third Applicant), do hereby declare that the above-mentioned particulars / 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. We also undertake to inform you M/s Saraswati Buildcon of any future changes related to the information and details furnished in the Application Form.

Yours Faithfully

Name and Signature of the Applicant (s)

-----	-----	-----
First Applicant	Second Applicant	Third Applicant

Place:

Date:

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- 1- Application /Cheque / D.D./R.T.G.S. received on-----
- 2- Details of the Plot /Flat / House to be purchased /allotted: -
  - (a) Plot /Flat / House No: -----
  - (b) Area of Plot: -----Sq.metre (Equalent to ----- Sq. Yards).
  - (c) Carpet Area of Flat / House -----
- 3- Booking : Broker ☐ Direct ☐
- 4- Sales Personnel Name: -----
- 5- Broker Name and RERA Registration No.: -----  
-----
- 6- Payment received by Bank Draft /Cheque No. -----dated-----drawn  
on -----
- 7- Any Other Requirement:  
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Authorized Personnel

Intending allottee

## **Self-Attested Document to be submitted along with the Application Form:**

### **For Residents of India**

- Copy of PAN Card
- Copy of Aadhar Card
- Photographs of all Applicants.

### **Partnership Firm**

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Copy of Registration of Firm with Deputy- Registrar (Firm & Society)
- Proof of Registered Office

### **Private Limited & Limited Company**

- Copy of Pan card of Company
- Copy of Registration Certificate.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board resolution authorizing the signatory of the application form to buy property on behalf of the company.

### **Hindu Undivided Family (HUF)**

- Copy of PAN Card of HUF.
- Address Proof.
- Authority letter from all coparcener's / Members of the HUF authorizing the Karta to act on behalf of the HUF.

### **NRI/Foreign National of Indian Origin**

- Copy of the individual's passport
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account if the applicant.



- In case of a cheque, all payments should be received from the NRE/NRO /FCNR account of the customer only of foreign exchange remittance from abroad and not from the account of any third party.

## Terms and Conditions

### 1. TITLE

- i) The said Project (Saraswati Vatika Extension) is being developed on land partially owned by **M/s Saraswati Buildcon, Meerut** and partially under Agreement with other owners (hereinafter referred to as "The Developers"), situated in Village Noor Nagar, Tahsil & District Meerut.
- ii) The applicant (s) has /has understood that he/she/they is/are making the application to the said Developer, who is fully authorized to develop and sell residential house/plots/flats, (hereinafter referred to as house /plot / flat). The applicant(s) has / have perused the title deeds of the Developer related to the land of colony/ project, on which this project is being developed and further got satisfied himself/ herself/ themselves about the right, interest and entitlement of the developer to sell the house / plot / flat and to receive the sale consideration. Applicant also aware about the "Doctrine of Purchaser Beware" and perused all documents accordingly and is /are fully satisfied.

### 2. ALLOTMENT

- i) Developer will receive the said application form duly filled on "First come first serve basis" and preference for allotment of house/plot/flat will be on the basis of priority numbers.
- ii) The intending applicant shall, within 15 day from the date of issuance of confirmation letter from the Developer, be required to sign execute and get registered, at his own cost, the "**Buyers Agreement/ Agreement to sale**" in the Developer's prescribed format. The applicant agrees that if the applicant fails to sign, execute and get registered the Buyers Agreement/ Agreement to sale within the stipulated period, the Developer shall have the right to cancel /revoke the allotment and forfeit the registration money and allot /sell the said house /plot /flat to anyone else or to use it for any purpose it may deem appropriate. Allottee



shall bear all stamp duty and registration Expenses or any incidental charges/expense related to Buyers Agreement/ Agreement to sale.

### **3. SALE PRICE AND OTHER CHARGES**

- i) **Sale Price:)** The TOTAL PRICE includes land price/Building Price, Development Charges, External Development Charges.
  - ii) **Other Charges and Outgoings:** That in addition, the applicant also agrees to pay all Government charges, rate, duties, taxes, levies, cess, TOD/MRTS/RRTS cess or city development charges, of all and any kind, called by whatsoever name that may be levied after the date of this Application, in proportion to the area of the plot/Flat/House.
4. The Developer shall have the right to effect suitable and necessary minor alterations in the layout/ building plans, if and when found necessary. If there is any increase /decrease in the area, the rater per Sq.Yards and /or per Sq.Ft. and other charges will be applicable to the changed area on the same rate at which the plot /Flat/House was booked.

### **5. TAXES, LEVIES & CONVEYANCE**

- (i) Applicant also agrees to pay G.S.T. (if applicable) to seller/Developer payable to state and central Govt. Chargeable in relation to Plot/Flat/House/Building,taxes consisting of tax paid or payable by the promoter by way of GST, as applicable till the date of sale of Plot/Flat/House/building ---covered by this application
- (ii) All other taxes, cess, all type of charges, development charges, External Development Charges, Regularization Fee, Betterment Charges/ fees payable to Meerut development authority payable at the time of booking of Plot/flat/ house are inclusive in Land /Flat/House prices but at the time of sanction of allottee Building plan in relation to layout plan and/or any other charges like city development MRTP, RRTP, External development and Internal development levied and to be levied by MDA or any Government Department (Central or State) in future, on the land and /or on the said plot/house/flat or layout shall henceforth be borne by the intending allottee(s) in proportionate.
- (iii) That upon receipt of full sale price and / or other Taxes& govt. taxes, Fee, dues and charges and Govt. Taxes the Developer shall execute and register Sale Deed and or other document / instruments so as to transfer the said house /plot /flat and its title in favour of the Applicant. The Applicant shall bear and incurred the Stamp duty, Registration



charges, and all other incidental and legal and incidental expenses for execution and registration of the aforesaid instruments/sale deed in respect of the said plot/flat/house /building.

#### **6- FORFEITURE**

It shall be incumbent of the intending Application(s) to comply with the terms of payment and other terms and conditions of allotment/Agreement to sale and sale deed, as contained in this Application Form.

That the time for payment of installments as stipulated in the payment plan as given & proposed in the application form shall be the essence of the time for allotment and sale. In case of any default and delay by the applicant(s) in making payment of the installments as per the payment plan, the applicant(s) shall not be entitled for any allotment and to execute Agreement to Sale & Sale Deed and in that event the allotment made in favour of applicant shall be cancelled and Upon such cancellation, the Developer shall forfeit the entire amount deposit with him in relation to the such allotment cancelled Plot/Flat/House/Building and applicant will have no claim and interest in that forfeited amount.

Thereafter, the applicants(s) shall be left with no right and /or interest against the Developer in any manner whatsoever. The amount, if any, paid over and above the earnest money/application money/booking money would be refunded by the developer to the applicant(s) without any interest and without any other financial burden on the Developer on Cancellation of booking. The applicant(s) hereby agrees and confirms that in the event of cancellation of the allotment as mentioned above the applicant(s) shall not be entitled to any interest or compensation of whatsoever nature Provided that the Developer may, in their sole discretion, condone delays of certain period for certain amounts and in that case the intending allottee(S) shall have to pay interest on delayed payments @ 18 %per annum, compounded monthly at the time of every succeeding installment, which shall be calculated from the due date of outstanding payment / amount, without prejudice to the Developer's right to cancel the allotment.

#### **7. MAINTENANCE AND SECURITY ARRANGEMENTS**

To maintain the green areas/landscaping, the security boundary walls /secured gates /regulated entry to the project, the ambience of the project, all the amenities and elements,



service and supplies the Developer/RWA shall appoint a maintaining agency for the maintenance and upkeep of the township/ Colony, which shall charge from the allottees, maintenance charges in proportionate to the area of the plot/flat/house.

It is specially understood by the Intending allottee(s) that upon execution of the Buyer's Agreement/ Agreement to Sale or sale deed, the terms and conditions set out there-in shall supersede the terms and conditions as set out in this application.

#### **8. APPLICANT'S/INTENDING ALLOTTEE'S CONVENANTS**

- (i) That the Applicant(s) have fully read and understand these indicative terms and conditions and undertake to abide the same.
- (ii) That the Applicant(s) shall comply with all legal requirements for the purpose of immovable property, as may be applicable, after execution of the Buyer Agreement and sign all applications & forms for the said purpose.
- (iii) The Applicant(s) has/have fully satisfied himself/herself/themselves about the right, title and interest of the land owner/Developer, and statutory approvals and sanctions, on which the proposed House /Plot /Flat/building is to be constructed / developed and have understood all limitations and obligations in respect of the same.
- (iv) That the applicant(s) acknowledge that the Developer has readily provided all informations / explanations, clarifications as required by him /her/them and he/she/they have not relied upon and not influenced only by any architects' plan, sales plans, sale brochures, advertisements, representations, warranties. Statements or estimates of any nature whatsoever whether written or oral, estimated facilities /amenities to be made available or any other data except as specifically represented in this application and the applicant(s) has/ have relied solely on his /her /their own judgment about above things & Documents in deciding to make the application for purchase of the said House/plot/flat, as per the "Doctrine of Purchaser Beware" "(क्रेता सावधान)"
- (v) That the Applicant has also understood and accepted that the said Project may be extended by the Developer, at a future date, and the extended area shall be connected through the Said Project by extending Roads, approached roads, Parks, Electric, Water & Sewer Lines and others Facilities and using all available facilities, over Head Water Tanks, Reservoirs, S.T.P etc.-etc.



## 9. LOAN FACILITY

- (i) In case the applicant(s) wish to avail loan facility for the purchase of house /plot/ flat applied for, the Developer shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the allottee(s) only and not the Promoter firm/Developer.
- (ii) In case the applicant(s) opts to pay the agreed price through loan by any financial institutions and subsequently the loan is not granted or delayed for any reason whatsoever by financial institutions the payment to the Firm /Developer, as per schedule, shall be made and ensured by the allottee(s) failing which he /she/ they shall be governed by the provisions contained in clause No.6 supra and shall meet the consequences.

## 10. OTHER MISCELLANEOUS TERMS AND CONDITIONS:

- (i) **Mode of Payment:** that the Applicants shall make all payment through cheque /demand draft(s) mail transfer in favour of " M/S SARASWATI BUILDCON "payable at Meerut.
- (ii) **Joint Applications:** The Applicant(s) declare and affirm that in case of joint allotment, failure to pay amount as per schedule by anyone, shall be deemed as failure to pay by all and the joint intending applicant(s) shall be treated as one single applicant for the purpose of this application and all shall be liable for the consequences jointly as well as severally.
- (iii) **Compliance of Provisions of Law:** That the Applicant hereby undertakes to abide by all State/Central Government laws, rules and regulations or any other law as be made applicable to the said plot /house/plot/flat.
- (iv) **Compliance with F.E.M. Act Etc.:** That the applicant if resident of outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange management Act and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The applicant shall furnish the required declaration in prescribed format, which is form 60 under IT Act Rule 114C.

That the applicant in case of company shall have to file a declaration that no Foreign National, Company related to Pakistan. China or any other enemy nation have no interest, share, and share-holding in applicant company.



Any bye-laws & regulation of Meerut Development Authority and RERA, Nagar Nigam or any other Local & District Authority.

- (v) **Correspondence:** The Applicant(s) shall get his /he/their complete address registered with the Developer at the time of booking of the plot / house/flat and it shall be his / her /their responsibility to inform the Developer by the Courier /Registered Post A.D. and compulsory by E-mail also about all or any subsequent changes, if any failing which all communications/ notice etc. sent at the first address as stated filed/filled in the Application shall be deemed to have been received by him /it/them. This is without prejudice to the stipulation that the Applicant(s) shall have to comply strictly with the schedule of payment mentioned in the Application and the Applicant(s) shall be fully and solely responsible for any default in payment and the consequences that might arise there from.
- (vi) In case there are joint intending applicant(s) all communication shall be sent by the Developer to the intending applicant whose name appears first and at the postal address /e-mail id, given and submitted by him/her/them which shall for all purpose be considered as served on all the intending applicants, and no separate communication shall be sent to the other intending applicant(s).
- (vii) It is to keep in his/their mind and in notice by all times by the intending applicant(s) that any approach road or roads passing through the plotted development is for the use of the resident of plotted development as well as of the Group Housing and other developments, shall have not be blocked by any kind of barriers/obstructions, by putting up obstructions in any form in any manner what so ever by the residents, allottees, inhabitants of respective allotted house /plot/flats and by Resident Welfare Society (Association of Allottees also).
- (viii) It is specifically understood by the applicant that upon execution, the terms & Conditions as set out in the Buyers Agreement/Agreement to sale / Sale deed shall merge the terms and conditions as set out in this application.
- (ix) That for all intents and purpose and for the purpose of the terms and condition set out in this application, singular includes plural and masculine includes the feminine gender, firm & Company and Society.

#### **11. FORCE MAJEURE**

Construction of House/Plot/Flat is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Developer e.g. war or

enemy action or natural calamities or pandemic of any type including covid-19 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 Govt./Public or other Competent Authority or any reason whatsoever beyond and control of the Developer and any of the aforesaid events as prescribed in this clause/para, the Developer shall be entitled to a reasonable extension of time.

I/We have sought detailed explanations and clarifications from the Developer and Developer had readily provided such details, explanations and clarifications and after giving careful consideration to all facts, terms and conditions, I /We have signed this application form and paid the registration amount for allotment. Either by way of forfeiture or refund of my/our money or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I / We shall be left with no right, title, interest or lien under this application or against for the plot/house/Flat provisionally allotted to me/us.

I /We have fully read and understood and gone throw the above-mentioned Terms and Condition and agree to abide by the same.

Date-----

Place -----

Signature of the Intending Allottee

**Disclaimer:** While every reasonable care has been taken in preparing this application form M/s Saraswati Buildcon reserve the right to add/delete Terms & Conditions specifications facilities / amenities as may be required, and does not form part of an offering or contract.

**Saraswati Vatika Extension  
Payment Plan  
Plot**

Kindly Tick on Payment Plan Opted:

**A. Time Linked Plan**

Installment No.	Stage	% age
1	At the Time of application	
2	Within 30 Days as earnest money	
3	Within 60 Days at the time of registration of Agreement to sale	



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**Total**

**100 %**

**B. Down Payment Plan**

Installment No.	Stage	% age
1	Application money/Booking money	
2	Within 15 days from the date of Booking at the time of registration of Agreement to sale	

**Total**

**100 %**

Note:

1. Registration and Stamp Duty charges/Expenses and all other incidental Expense will be extra, as per Govt. /Authorites rule, which shall be born by the Intending Allottee/Purchaser
2. All demand Drafts/Cheques / R.T.G.S. are to be made in favour of M/s Saraswati Buildcon, payable at Meerut.
3. Interest free Maintenance Charges security and Advance maintenance charges are to be made to the agency assigned by M/S Srawaswati Buildcon.

-----  
Signature of Application / Applicant.

**For office Use Only**

1. Application / Cheque received on-----
2. Details of the Plot/ House/Flat to be purchased /allotted: -----
  - a. Unit No: -----
  - b. Size of Plot: -----  
Sq.Mtr./Sq.Yards.

c. Covered Area : -----Sq. Ft.-  
Sq.Mtr./Sq.Yards.

d. Sale Price Rs.-----

e. G.S.T (If applicable) Rs.....as prescribed by the Govt.

3. Booking :

6. Sale

7. Personnel Name: -----

4. Broker Name: -----

6. Payment received by Cash/ Bank Draft/Cheque No/ R.T.G.S/N.E.F.T  
No.....dated..... Drawn on .....  
.....

7. Payment Plan Opted:

a. Details of payment plan (amount ing to 100 % payment)

b. Bal. Rs.-----

Authorized Personnel

Intending Allottee

Read & Agreed

(-----)

Name: