



BUILDING THE FOUNDATION OF TRUST
An ISO 14001 Certified Company

APPLICATION FORM

APPLICATION FOR ALLOTMENT IN THE RESIDENTIAL PROJECT NAMED "THE IMPERIAL" AT NEHRU NAGAR, GHAZIABAD.

SVP Builders (India) Limited
17, Kiran Enclave, Main GT Road
Ghaziabad-201001
Ph- 0120 - 4187000
Website: www.svpgroup.in



Dear Sir/s,

I/We request the Company to register me/us for allotment of a Residential Apartment in the proposed project, "THE IMPERIAL" situated at Nehru Nagar, Ghaziabad.

FIRST APPLICANT

Applicant's Name : Mr/Mrs/Ms.....

Father/Husband's Name:.....

Mailing Address:.....

.....PIN.....Phone:.....PAN No.

Phone: Office.....Mobile.....Fax.....

Email:.....

Date of Birth:..... Marital Status: Single Married, Date of Anniversary.....

Residential Status : Resident Non Resident Foreign National of Indian Origin

Occupation : Govt Service Private Service Self Employed Professional

Office Name & address:.....

Designation:..... Department:.....

CO- APPLICANT

Applicant's Name : Mr/Mrs/Ms.....

Father/Husband's Name:.....

Mailing Address:.....

.....PIN.....Phone:.....PAN No.

Phone: Office.....Mobile.....Fax.....

Email:.....

Date of Birth:..... Marital Status: Single Married, Date of Anniversary.....

Residential Status : Resident Non Resident Foreign National of Indian Origin

Occupation : Govt Service Private Service Self Employed Professional

Office Name & address:.....

Designation:..... Department:.....

The Imperial
Gateway of Lifestyle

Nehru Nagar, Ghaziabad

Property Registration Details

Apartment No Floor

Type Super Built Area (Sq. ft.) (Sq. mt)

Parking option

 Open Basement StiltPayment Plan Down Payment Construction linked Payment Other

Remarks:.....

Mode of Booking

 Direct, Name Of The Sales Officer..... Authorised Selling Agent/ Broker

Details of Consultant:

Name.....

Contact No. Stamp.....

Dated:

Sales Head

Authorised Signatory

I/We have read and understood the Firm's terms and conditions forming part of this application and agree to abide by the same.

I/We agree to sign and execute Flat Buyer Agreement/ or such other document(s), as per the Company's standard format, as and when required by the company. Further, I/We remit herewith a sum of Rs.

(Rupees Only) by Cheque / Bank Draft No dated

drawn on (Bank & Branch)

in favor of "SVP Builders (India) Limited " as part of earnest money. It is/was agreed that I booked a flat (tentative) and have agreed to pay 10% of the Total Sale Value within 30 days of booking, failing which the subject flat will be cancelled by the Company and the earnest amount will be forfeited. I/we are also aware in the event, the payment is not received within the stipulated period i.e 30 days given in application form/ brochure or in the event of breach of any other condition by me, the booking will be cancelled. It is clarified that the forfeited amount is a reasonable pre-estimate of loss suffered by the company, by reason of applicant's breach in non complying with their obligation.

I/We agree to pay further installments as stipulated/demanded by the Firm in accordance with mode of payment agreed upon.

I/We, the above applicant(s), do hereby declare that the above mentioned particulars/information given by me/us are true and correct.

Place :

Date :

Signature of First Applicant

Signature of Second Applicant

The terms and conditions given below are tentative nature with a view to acquaint the applicant with the terms and conditions to be set out more comprehensively in the builder buyer agreement which, upon issue, shall supersede the terms and conditions set out in this application.

1. Registration Expenses, Stamp Duty, Legal Charges, Court Fee and Documentation Charges etc. shall be payable extra at the time of possession.
2. Any extra works executed in the flat shall be charged separately.
3. Individual Electric Meter Connection charges along with proportionate cost towards load sanction, supply, security deposit, pre-paid billing & monitoring etc. shall be charged extra at the time of possession, as decided by the Company.
4. That the company shall provide fire safety measures as per existing fire safety code/regulation. If due to any subsequent legislation, government order or directive or guidelines, or if deemed necessary by the company, any further fire safety means are required to be provided, the intending allottee (s) shall pay for the same, "on pro-data basis."
5. The Complex, Maintenance & Facilities, Management Services shall be organized by a Subsidiary Company or any other Agency, so nominated by the developer and will be transferred as and when registered RWA will be formed.
6. Maintenance charges shall be used to provide Complex Maintenance & Facility Management services viz. Campus Security, Common Area Housekeeping & Garbage Disposal, Horticulture, Maintenance of Lifts Generators, Water Pumps & Filtration Units, Fire Pump, EPABX system and other common area electromechanical equipments including their Advance Maintenance Charges, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex. The Proportionate share of Expenses on account of common area electricity consumption, generator power back-up (Individual flat plus common areas) shall be charged extra on Super Area basis of as per actual /units consumed.
7. Interest Free Maintenance Security (IFMS) are optional and applicable when the maintenance agency or RWA come in existence in the society/ project.
8. The Company may in its sole discretion, permit transfer of a flat allotment only after receipt of minimum 15% of Basic Sale Price (BSP) along with any other dues/outstanding/interest on delayed payment etc. or any other fee as decided by the Company from time to time.
9. 10% of total sale consideration will be treated as application money & will be forfeited on non compliance of terms of Flat buyer's agreement/ Allotment letter.
10. The applicant has applied for residential Apartment to be developed and constructed in the housing project named as "THE IMPERIAL" (hereinafter referred to as the project) on a land situated at Nehru Nagar, Ghaziabad.
11. The applicant has fully satisfied himself about the nature of rights title, interest of the company in the said project. This is to be developed/constructed by the company as per the prevailing bylaws/guidelines of the Ghaziabad Development Authority, Ghaziabad U.P. and/or other authority and has further understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by (GDA), Ghaziabad U.P. and/or other authority in this regard to the project.
12. That as per the Layout Plan it is envisaged that the apartment on all floors shall be sold as an independent Apartment with imitable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be construct anything on the terrace, however, the Builder shall have the right to explore the terrace in the 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. or purchasable F.A.R as per policy of Authority/Govt. However, if as a result thereof, there is any change in the boundaries', greeneries, swimming pools or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
13. It is hereby agreed between the parties that if there is either reduction or increase in the built up area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted that the agreed rate and other charges applicable at prevailing rate at that time and as a consequence of such reduction or increase in the built-up area, the Company shall be liable to adjust or refund, without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
14. No escalation charges for the apartment sold.
15. The applicant has examined the tentative plans, designs, and specifications of the residential apartment and has agreed that the company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the project or as may be done by any competent authority. The necessary changes/alterations may involve change in position /location of the residential apartment. Change in its dimensions or area etc.
16. The applicant agrees the amount paid with the application and in instalments as the case may be, to the extent of 10% of the sale consideration of the residential apartment shall collectively constitute the application money.
17. Timely payment of the instalments of the basic sale price and allied charges pertaining to the residential apartment is the essence of the terms of the booking/allotment. However, in the event of breach of any of the terms and conditions of the allotment by the applicant, the allotment will be cancelled at the discretion of the company and the application money together with any interest on instalments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest within 120 days from the date of cancellation and after compliance of certain formalities by the applicant. The company, however in its absolute discretion may condone the the delay by charging penal interest @ 18% p.a.fo the delay from the due date of payment on all outstanding dues from their respective due dates. On cancellation of the booking, 10% of the total sale value shall be deducted and Allottee(s) shall raise no objection of any kind in this respect.
18. The applicant has specifically agreed that if due to any change in the layout, the said residential apartment ceases to be preferentially located, the company shall refund/adjust the amount of preferential located charges paid by the applicant in the last installment as shown in the payment plan. If due to any change in the layout building plan, the said residential apartment becomes preferentially located, then the applicant shall be liable and agree to pay the preferential location charges as and when demanded by the company as per prevailing rates.
19. All payments by the applicant shall be made to the company through demand drafts/cheque drawn upon scheduled bank in favor of "SVP Builders (India) Limited." Payable at Ghaziabad only.
20. All statutory and non-statutory charges, taxes, authority development charges, GAC, Metro Cess, Service Tax and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the company.
21. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the project shall be managed by the company or its nominated Maintenance Agency. The applicant of the residential apartment shall pay, as and when demanded, the maintenance charges including interest-free security deposit for maintaining and upkeep of the said project and the various services therein, as may be determined by the company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.

22. Applicant, having NRI status or being foreign national shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory Authority/the company, the amount paid towards booking and further consideration will be returned by the company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the company will not be liable in any manner on such account.

23. The company shall have the first lien and charge on the said residential apartment for all its dues and other sums payable by the applicant to the company. Loan from financial institutions to finance the said residential apartment may be availed by the applicant. However, if a particular institution/bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of further instalments/dues and shall be governed by the provision contained in clause as above.

24. The applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable/made applicable to the said Residential Apartment/Project. The allotment of the Residential Apartment is entirely at the discretion of the company.

25. The allotment of the said residential apartment shall be provisional and shall be confirmed on the issuance of letter of allotment or signing of buyer's agreement on the company's standard format which has been read and understood by the applicant.

26. In case the Company is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant without any interest.

27. The applicant shall before taking possession of the residential apartment, must clear all the dues towards the residential apartment and have the sale deed for the said residential apartment executed in his favour by the company after paying stamp duty, registration fee and other charges/ expenses.

28. The Company shall endeavour to give possession of the Residential Apartment to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for the possession since it is a large project having number of units/flats, the construction will be completed in various stages. All the major common facilities will be completed only after completion of construction of all stages.

29. That the developer shall complete the development/ construction of the unit _____ months from the date of execution of Flat Buyer's Agreement or from the date of approval of map, whichever is later and with an extended period of 6 months thereof. In case of delay in construction of the said Flat attributable of delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. saleable area per month beyond grace period, provided however that the intending Allottee has made payment of all instalments towards the sale consideration amount of this Flat in time and without making any delay to the Developer.

30. That in case intending Allottee(s) fail to take possession of apartment within 'Fit-out-period', he/she/they will pay penalty as per clause mentioned hereinafter.

31. That in case intending Allottee(s) fail to take possession of apartment within "Fit-out-period", then penalty shall be chargeable @ Rs. 5/- per sqft. per months for the delay will be charged from the date of expiry of said "Fit-out-period" and thereafter booking shall be treated as cancelled without any further notice and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% cost of apartment as per Company's terms & conditions.

32. The company shall handover the possession of the completed Flat to the purchaser only on payment of all dues to the company. Note: Open spaces, lobbies, staircases, lift, terraces, roofs, spaces for parks, parking spaces [expecting 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 remain the property of the Builder.

33. The applicant shall use/cause to be used the said Residential Apartment for residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Apartment and forfeiture of the application money and other dues as stated in Clause herein above and the applicant will have to compensate the Company for all other losses resulting there from.

34. The applicant shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/financial institution. However, such charge, if created, shall be redeemed before handing over possession of the Residential Apartment to the applicant.

35. Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the company.

36. To resolve any issue regarding any term herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/Buyer's Agreement, the terms whereof have been seen, read and understood/ accepted by the applicant.

37. The applicant shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom.

38. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first match to the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicant.

39. If any misrepresentation/concealment or suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the application money as mentioned in Clause herein above shall be forfeited and the applicant shall be liable for such misrepresentation/suppression of material facts in all respect.

40. The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.

41. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Date

(.....)

(.....)

Signature of First Applicant

Signature of Second Applicant