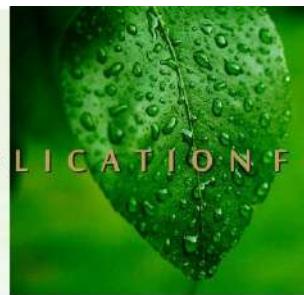


## APPLICATION FORM



# gulmohur GARDEN

RAJ NAGAR EXT.

Phase I & II

### SVP BUILDERS (I) LIMITED

17, KIRAN ENCLAVE, MAIN G T ROAD  
NEAR SAMIRAT HOTEL GHAZIABAD -201001  
PH-0120-4187000  
Website: [www.svpgroup.in](http://www.svpgroup.in)

Dear Sir

I/We request that I/We may be registered for allotment of a Residential Apartment in proposed complex, "Gulmohur Garden" situated at NH-58, Ghaziabad. I/We agree to sign and execute, as and when required by the company, Buyers Agreement and/or Such Other Document(s), as per the Company's standard format and I/We agree to abide by the terms and conditions of sale.

I/We herewith remit a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as earnest money through/by Cash / Bank Draft / Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of SVP Builders (I) Ltd. Dated \_\_\_\_\_.

I/We further agree to pay installments as per the payment plan opted by me / us and annexed herewith:-

### FIRST APPLICANT

Mr./Mrs./Ms. \_\_\_\_\_  
Father's / Husband Name \_\_\_\_\_ Marital Status \_\_\_\_\_  
Age \_\_\_\_\_ Major / Minor \_\_\_\_\_ PAN NO. \_\_\_\_\_  
Occupation: \_\_\_\_\_ Designation: \_\_\_\_\_  
Name of the Company / Office: \_\_\_\_\_  
Address of the Company/ Office: \_\_\_\_\_

### SECOND APPLICANT

Mr./Mrs./Ms. \_\_\_\_\_  
Father's / Husband Name \_\_\_\_\_ Marital Status \_\_\_\_\_  
Age \_\_\_\_\_ Major / Minor \_\_\_\_\_ PAN NO. \_\_\_\_\_  
Occupation: \_\_\_\_\_ Designation: \_\_\_\_\_  
Name of the Company / Office: \_\_\_\_\_  
Address of the Company/ Office: \_\_\_\_\_

### RESIDENTIAL STATUS

Resident/Non- Resident/ Foreign National of Indian Origin / Others \_\_\_\_\_ (Please Specify)  
Nationality: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ Pin Code: \_\_\_\_\_  
Telephone Residence: \_\_\_\_\_ Office: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Email: \_\_\_\_\_  
Permanent Address: \_\_\_\_\_ Pin: \_\_\_\_\_

gulmohur  
GARDEN  
RAJ NAGAR EXT.

## PROPERTY REGISTRATION DETAILS:

(i) Apartment No \_\_\_\_\_ (ii) Tower / Block / Building: \_\_\_\_\_ (iii) Floor: \_\_\_\_\_ (iv) Type: \_\_\_\_\_  
 (v) Covered Area: \_\_\_\_\_ (Sq.mtr) \_\_\_\_\_ (Sq.ft.)  
 (vi) Terrace / Lawn Area: \_\_\_\_\_ (Sq.mtr) \_\_\_\_\_ (Sq.ft.)

**Parking Option:** \_\_\_\_\_

**Property Applied in:** Phase \_\_\_\_\_ **Payment Plan Opted:** \_\_\_\_\_ **Payment Plan:** \_\_\_\_\_

	<b>PERTICULARS</b>	<b>DETAILS</b>	<b>AMOUNT (Rs.)</b>	
<b>A.</b>	Basic Sale Price (BSP)	@ Rs _____ per sq.ft.		
<b>B.</b>	Additional Charges			
	(i) Preferential Location Charges (If any)	@ Rs _____ per sq.ft. Surface Parking Rs _____ Covered Parking Rs _____		
	(ii) Car Parking	@ Rs _____ per sq.ft.		
	(iii) Advance Maintenance Charges (AMC) (for first 30 months)	@ Rs _____ per sq.ft.		
	(iv) Club Membership (Phase-I)	@ Rs _____ per sq.ft.		
	(v) Community Hall (Phase-II)	@ Rs _____ per sq.ft.		
	(vi) Government Applicable Charges (GAC)	@ Rs _____ per sq.ft.		
	(vii) Other Charges (If Any)	@ Rs _____ per sq.ft.		

### TOTAL AMOUNT PAYABLE (A+B)

Rs \_\_\_\_\_/-

**In Words (Rupees** \_\_\_\_\_  
)

**Acceptance** :- It is/was agreed that I have booked a flat (tentative and have paid a sum of Rs. \_\_\_\_\_ and have agreed to pay 15% to total Sale Consideration within 30 day of booking, failing which the subject flat will be cancelled by builder due to non payment of agreed amount. I am also aware that timely payment is the essence of the initial contract (by way of booking) and in the event, the payment is not received within the stipulated period i.e. 30 days given in brochure / application form or in the event of breach of any condition of application form by me, the booking will be cancelled and after statutory deduction of Rs. Fifty Thousand / Rs. One Lac Only, balance amount will be refunded made / kept in the suspense account. It is clarified that the deducted amount is a reasonable pre-estimate of loss suffered by company, by reason of applicant breach in non complying with their obligation.

**Applicant** (\_\_\_\_\_)

**Builder** (\_\_\_\_\_)

### (FOR OFFICE USE ONLY)

Payment Plan Option (\_\_\_\_\_ ) Down Payment Plan

(\_\_\_\_\_ ) Construction Linked Payment Plan

Mode Of Booking (\_\_\_\_\_ ) Direct

(\_\_\_\_\_ ) Consultant

Details of Consultant:

Name & Contact No.

Signature with Stamp

**APPLICATION**

**ACCEPTED** (\_\_\_\_\_)

**REJECTED** (\_\_\_\_\_)

Dated: \_\_\_\_\_

(Authorised Signatory)

Earnest Money Received Rs \_\_\_\_\_/- Rupees \_\_\_\_\_

\_\_\_\_\_ ) wide \_\_\_\_\_ No. \_\_\_\_\_ Drawn on \_\_\_\_\_

Date \_\_\_\_\_ Type of Account \_\_\_\_\_ (SB/CA/NRE/NRI/NRO) for a registration of flat

no. \_\_\_\_\_ for the name of Mr./Mrs. \_\_\_\_\_

Dated: \_\_\_\_\_

(Authorised Signatory)



### PROVISIONAL RECEIPT

Earnest Money Received Rs \_\_\_\_\_/- Rupees \_\_\_\_\_

\_\_\_\_\_ ) wide \_\_\_\_\_ No. \_\_\_\_\_ Drawn on \_\_\_\_\_

Date \_\_\_\_\_ Type of Account \_\_\_\_\_ (SB/CA/NRE/NRI/NRO) for a registration of flat

no. \_\_\_\_\_ for the name of Mr./Mrs. \_\_\_\_\_

Dated: \_\_\_\_\_

(Authorised Signatory)

**Declaration:-**The applicant does hereby declare that the above particulars/information given by him/her is true and correct and nothing has been concealed there from.

**NOTE:**

1. Registration Expenses, Stamp Duty, Legal Charges, Court Fee, and Documentation Charges etc. shall be payable extra at the time of possession.
2. Government Applicable Charges (GAC) includes [ External Development Charge (EDC), External Electrification Charge (EEC), & Fire Fighting Charge (FFC)] as applicable & derived.
3. Any extra works executed in the flat shall be charged separately.
4. 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.
5. 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-rata basis."
6. The Complex, Maintenance & Facilities, Management services shall be organized by a Subsidiary Company or any other agency, so nominated by the developer.
7. Maintenance Charges shall be used to provide Complex Maintenance & Facility Management services viz Campus Security, Common Area House keeping & Garbage Disposal, Horticulture, Maintenance of Lifts, Generators, Water Pumps & Filtration Units, Fire Pump, EPABX system and other common area electro mechanical 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 (Individual flat plus common areas) shall be charged extra on Super Area basis of as per actuals/units consumed.**

8. Power Back-up Installation Charges & Interest Free Maintenance Security (IFMS) are optional and applicable when the maintenance agency or RWA come in existence in the society.
9. The Company may in its sole discretion, permit assignment of an 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.
10. 15% of total sale consideration will be treated as earnest money & will be forfeited on non-compliance of terms of Flat buyer's agreement/ Allotment letter.

**GENERAL TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF AN APARTMENT**

- The applicant has applied for residential Apartment to be developed and constructed in the mega housing project named as "Gulmohur Garden" (said project) by SVP Builders (I) Ltd. (hereinafter referred to as the company") on land situated at NH-58, Ghaziabad U.P.
- 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 regards to the company.
- 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', greenery, swimming pools or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
- 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.
- 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.
- **Escalation:-** That the price settled as per the price list are not free from escalation & escalation shall be as per the Govt. CPWD norms as the company deems fit.
- The applicant agrees the amount paid with the application and in installments as the case may be, to the extent of 15% of the sale consideration of the residential apartment shall collectively constitute the earnest money.
- Timely payment of the installments 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 earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest, after the said residential apartment is allotted to some other intending applicant and after compliance of certain formalities by the applicant. The company, however in its absolute discretion may condone the delay by changing penal interest @ 18% p.a. for up to one month delayed from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from there respective due dates.
- 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.
- All payments by the applicant shall be made to the company through demand drafts /cheque drawn upon scheduled bank in favor of 'SVP Builders (I) Ltd.' Payable at Ghaziabad only.
- Assignment of allotment of the residential apartment by the applicant shall be permissible at the discretion of the company on payment of such administrative charges as may be fixed payments by the company from time to time. Provided however, that the assigner and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
- 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.

- 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 up keeping 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.
- Applicant, having NRI status or being foreign nationals 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.
- 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 installments/dues.
- The application 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. 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.
- Timely payment of the installments 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 15% earnest money together with any interest on delayed/outstanding payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest with 120 days from the date of cancellation.
- 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.
- 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.
- The Company shall endeavor 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 possession of three months.
- Possession:-** Since it is a large project having number of buildings, the construction will be completed in phase. 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 flats as soon as it is made available for possession.
- That the developer shall complete the development / construction of the Flat within \_\_\_\_\_ 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 installments towards the sale consideration amount of this Flat in time and without making any delay to the Developer.
- 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.

(Sole/First Applicant's Signature)

(Second Applicant's Signature)

- That in case intending Allottee(s) fail to take possession of apartment within "Fit-out-period", Rs. 5/- per sq. ft. will be charged for the delay of First month and Rs. 10/- sq. ft. will be charged for delay during second month from the date of expiry of said "Fit-out-period" and in case possession will not be taken within 1 year, flat may be cancelled at the sole discretion of builder and deposited amount will be refunded without interest.
- 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.
- 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 earnest money and other dues as stated in Clause 6 herein above and the applicant will have to compensate the Company for all other losses resulting there from.
- 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 got vacated before handing over possession of the Residential Apartment to the applicant.
- Detailed terms and conditions shall form part of the Buyer's Agreement which the applicant shall execute as and when required by the Company.
- 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 where of have been seen, read and understood/accepted by the applicant.
- 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 there from.
- In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first match 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 applicants.
- If any misrepresentation/ concealment suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned in Clause 6 here in above shall be forfeited and the applicant shall be liable for such misrepresentation/ suppression of material facts in all respect.
- The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
- Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Date: \_\_\_\_\_

(\_\_\_\_\_  
(First Sole Applicant)

(\_\_\_\_\_  
(Builder)