



### APPLICATION FOR ALLOTMENT OF RESIDENTIAL APARTMENT

To,  
M/s SAVFAB Developers Pvt. Ltd.  
NH-24, Khasra No. 959, Village Mehroli,  
Ghaziabad (U.P.)

Project Name : JASMINE GROVE  
NH-24, Khasra No. 959, Village Mehroli,  
Ghaziabad (U.P.)

Dear Sir,

I/We request that I/We may be provisionally allotted a apartment in SAVFAB Developers Pvt. Ltd. Project at Village Mehroli, Ghaziabad (U.P.)

I/We remit herewith a sum of ₹ ..... only)

Through by Cash / Bank Draft / Cheque No. .... Dated ..... Drawn on .....  
..... as registration amount.

In the event of M/s SAVFAB Developers Pvt. Ltd. (hereinafter called the Company) agreeing to provisionally allot an apartment. I/We agree to pay further installment of sale price and all other charges as stipulated in this application and in the Allotment Letter to be issued and the Payment Plan as explained to me/us by the Company and understood by me/us.

I/We have clearly understood that this application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final Allotment of an Apartment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with application. It is only after I/We sign and execute the Allotment on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the Allotment shall become final and binding upon the Company.

I/We agree to abide by the terms and conditions of the application including those relating to payment of sale price and other charges, forfeiture of money as laid down herein and in the Allotment Letter to be issued in my/our favour by the Company.

### MY/OUR PARTICULARS ARE GIVEN BELOW FOR YOUR REFERENCE AND RECORD

#### FIRST APPLICANT

ID No. ....

Mr./Mrs./Ms. ....  
Son /Wife/Daughter of Mr./Mrs. ....  
Date of Birth ...../...../..... Marital Status .....  
Residential Address .....  
Occupation ..... Designation .....  
Name of Company/Firm .....  
Office Address .....  
PAN NO. .... E-mail Id. ....  
Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin  
Tel. Res. .... Off. .... Mobile .....

Affix 1st Applicant's  
Photograph here

Signature

#### SECOND APPLICANT

Mr./Mrs./Ms. ....  
Son /Wife/Daughter of Mr./Mrs. ....  
Date of Birth ...../...../..... Marital Status .....  
Residential Address .....  
Occupation ..... Designation .....  
Name of Company/Firm .....  
Office Address .....  
PAN NO. .... E-mail Id. ....  
Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin  
Tel. Res. .... Off. .... Mobile .....

Affix 2nd Applicant's  
Photograph here

Signature

## DETAILS OF RESIDENTIAL APARTMENT

(i) Apartment No. .... (ii) Tower/Block/Building ..... (iii) Floor .....  
 (iv) Type ..... (v) Super Area ..... Sq. Ft. .... Sq. Mtr.

PARTICULARS	DETAILS	AMOUNT (₹)
A. Basic Sale Price (BSP)	@ ₹ ..... Per Sq. Ft.	.....
B. Additional Charges:		
(i) Car Parking	@ ₹ ..... X NOS. ....	.....
(ii) Club Membership	@ ₹ .....	.....
(iii) Electricity Connection Charges	@ ₹ .....	.....
(iv) Power Backup Per KVA	@ ₹ .....	.....
(v) Preferential Location Charges (If any)	@ ₹ ..... Per Sq. Ft.	.....
(vi) IFMS / Sinking	@ ₹ ..... Per Sq. Ft.	.....
(vii) Fire Fighting Charges	@ ₹ ..... Per Sq. Ft.	.....
(viii) Other Charges (If any)	@ ₹ ..... Per Sq. Ft.	.....

### TOTAL AMOUNT PAYABLE (A+B)

₹ ...../-

In words (Rupees .....)

Note : 1. Service Tax extra as applicable.

2. Payment to be made by A/c Payee Local Cheque(s) payable at Par/Demand Draft(s) in favour of "SAVFAB Developers Pvt. Ltd."

#### DECLARATION :

I/We the Applicant(s) do hereby declare that my/our application for Allotment of the Apartment by the Company is irrevocable and that the above particulars/information given by me/us is true and correct and nothing has been concealed there from.

Your faithfully,

Date .....

Place .....

Signature of First Applicant

Signature of Second Application

### FOR OFFICE USE ONLY

#### Payment Plan Option

Down Payment Plan ☐

Construction Linked Payment Plan ☐

Other ☐

#### Mode of Booking

Direct ☐

Consultant ☐

#### Details of Consultant :

Name .....

Contact No .....

Application Accepted ☐

Rejected ☐

Stamp

Dated : .....

Authorised Signatory

**INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR THE ALLOTMENT  
OF APARTMENT IN JASMINE GROVE AT NH-24, KHASRA NO. 959, VILLAGE MEHROLI, GHAZIABAD**

1. That the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc pertaining to the aforesaid Project and is/are fully satisfied himself about the title and right 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.
2. The Intending Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs as the Company may deem fit or as directed by any Competent Authority(ies) and the Allottee(s) hereby give his/her/their consent to such variations, modifications etc.
3. Saving and excepting the particular Apartment allotted, the Intending Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him. Which shall all remain the property of the Company for all times unless the Company decides to dispose them off, but subject to right of the Intending Allottee(s) as mentioned hereinafter.
4. As per the Layout Plan it is envisaged that the Apartments on all Floors shall be sold with impart-able and undivided share in the land area underneath the said plot of land. The Intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the FAR. , carry out constructions of further Apartment in the eventuality of such change in the F A R. However, if as a result thereof, there are any changes in the boundaries or areas of the said Apartment the same shall be valid and binding on the Intending Allottee(s).
5.
  - a) Installments due towards payment of the Apartment will be made to the company on or before the due date as mentioned in the payment plan herein. The Intending Allottee(s) has/have agreed that the Company is under no obligation to send demands/ reminders for payment if not received within the aforesaid stipulated period given as per the Installment Plan, or in the event of breach of any of the terms and conditions of this allotment by the Intending Allottee(s), the Allotment will be cancelled and 10% of the Basic Sales Price of the Apartment will be forfeited and balance amount will be refunded without any interest.
  - b) If for any reason the booking of the Apartment is cancelled by the Intending Allottee(s)/Company, then 10% of the Basic Sales Price of Apartment would be forfeited and balance amount will be refunded without any interest.
  - c) Installment Call Notice / Demand letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this Allotment.
  - d) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging interest @ 18% per annum. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Intending Allottee(s).
6. Allotment of specific Apartment/Floor/Tower/Building will be on first come first serve basis.
7. The Intending Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls within the floor, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities.
8.
  - i) The Intending Allottee(s) shall not be entitled to get the Name(s) of his/her/their Nominee(s) substituted in his/her/their place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (Husband, Wife, and own Children and real Brother/Sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Intending Allottee(s), before such change.
  - ii) The request letter for change of the right of the Intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by Apartment was made by the Intending Allottee(s) by raising funds/loans against Allotted Apartments as security from bankers or financial institutions or any mortgagee.
9. The Construction of the Apartment is likely to be completed by \_\_\_\_\_ subject however, to force major circumstances, regular and timely payments by the Intending Allottee(s), availability of building material, change of laws by Governmental/Local Authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid or any other reasons beyond the control of the Company.
10. 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, fit out period will be over and above the construction period. The said "Fit-out Period" is in order to facilitate 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.
11. However, if there is delay in handing over possession of Apartment after expiry of "Fit out period" due to any other reason(s), the Builder will pay the intending Allottee(s) delayed possession charges @ Rs 5/- per sq ft per month in respect of saleable area of the Apartment for delayed period only (commencing from the date of expiry of "Fit-out period") provided that all due instalments from the concerned intending Allottee(s) were received in time and he/she/they have complied with requisite formalities viz obtaining NOC from the Accounts Department of the Company, registration of Sale Deed etc.
12. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per Sq ft and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super 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.
13. Any request for any change in construction of any type in the Apartment from the Intending Allottee(s) will not be entertained/allowed.
14. The Intending Allottee(s) is/are aware that Apartments are being allotted to various persons under the terms and conditions mentioned in this letter. The intending Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose only and shall not use the aforesaid Apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other Apartments in the Project or to crowd the passages to use it for any illegal or immoral purpose.
15. The Intending Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment. Intending Allottee(s) will apply directly to the Electricity Department for Electric Connection after paying the requisite charges and fulfilling the other formalities.
16. The Intending Allottee(s) shall have to make the payment of electricity bills as raised directly to the Electricity Department.
17. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed and registered in favour of the Intending Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the Company and the Intending Allottee(s). Other connected expenses i.e. cost of Stamp Duty for registration of the sale deed/registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Intending Allottee(s).
18. The Intending Allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company at the time of possession of the Apartment. The Allottee(s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its Nominee, as appointed by the Company. The Intending Allottee(s) will deposit @ Rs 25- per sq ft as interest Free Non- Refundable Security Deposit with the Company or its Nominee, as appointed by the Company.

Signature of First Applicant

Signature of Second Applicant



19. The maintenance, upkeep, repairs; security etc., of the Building including the common area of the Building/Apartment will be organized by the Company or its Nominee. The Intending Allottee(s) agree(s) and consents to the said arrangements. The Intending Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its Nominee from time to time depending upon the maintenance cost. Any delay in payment will make the Intending Allottee(s) liable for interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the Intending Allottee(s) to the enjoyment of common services i.e. use of lifts and use of water etc. the Intending Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
20. The Intending Allottee(s) agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future on land and/or Apartment(s) as the case may be, from the date of Allotment of the Apartment(s) and so long as each Apartment is separately assessed or such taxes for the land and/or building(s)/tower(s), same shall be payable and be paid by the Allottee(s) in proportion to the area of his/her/their Apartment(s).
21. The Intending Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. The Intending Allottee(s) shall not change, alter or make additions in the Apartment or the building / tower or any part thereof. The Intending Allottee(s) also agrees not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower or any where on the exterior of the building or in the common areas. The Intending Allottee(s) also agree not to change the color scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design. The Intending Allottee(s) shall be responsible for any loss or damage arising out of breach any of these conditions.
23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of its Block/Tower/Building in the said Project Land or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said Project however, the sale deed in respect of the Apartment in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
24. The Intending Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they shall have no right to object to the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Building / Apartment.
25. The Intending Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the Group Housing Colony and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with regard to rules and regulations or direction of the Development Authority/Municipal Authority/Government or any other Competent Authority in respect of the Apartment and Building and the land on which the Building is standing, at his/her/their at its own cost and expenses. The Intending Allottee(s) shall pay the same to the after handing over the possession. The Intending Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non-compliance with the said requirements requisitions demands etc. after possession.
26. The Intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary requirements/formalities as laid down in the "Foreign Exchange Management Act and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Intending Allottee(s) shall furnish the required declaration for the same to the Company.
27. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or the use/hire/lease the same for advertisement purpose and the Intending Allottee(s) agree that he/she/they will not object to the same and will not make any claim on this account.
28. The Company will have the right, without approval of the Intending Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the Building and the Intending Allottee(s) agree(s) not raise objection or any claim on this account.
29. The Intending Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P./Central Government and the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bylaws or rules and regulations before and after the completion of the Project. The Apartment shall be used for the residential purpose only.
30. The Company reserves the right to correct, modify, amend, change all which are indicated to be tentative and Intending Allottee(s) agree(s) for the same.
31. The Intending Allottee(s) is agreed to pay the Service Tax as applicable over and above the cost of the apartment.
32. Car parking will be available on request on payment basis and it shall be allotted to the Intending Allottee(s) of Apartments on 'First Come-First Serve' basis. Scooter/Two wheeler will be parked within the same parking space allotted to the Intending Allottee(s). Purchase of one car parking per Apartment is mandatory.
33. Further, if there is any Trade Tax and Additional levies, Surcharge, Cess, Rates, Taxes, Charges, Compensation to the Farmers, Government Cess, Metro Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequence of Government/GDA/Statutory or other local authority(s) order, the Intending Allottee(s), shall pay the same in their proportionate share, if any.
34. Until a sale deed is executed & registered, the Company shall continue to be the owner of the said Apartment and this Allotment shall not give to the Intending Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Intending Allottee(s) to the Company/Financial Institution/Bank.
35. 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.
36. The Intending Allottee(s) shall give his complete address to the Company at the time of application for all communications and it shall be his own responsibility to inform the Company by the registered A/D letter/Courier about all subsequent changes, if any, in his address, failing which, all demand letters/notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should primarily reach such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
37. That in case there are joint Intending Allottee(s), all communications shall be sent by the Company to the Intending Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as serviced on all the Intending Allottee(s) and no separate communication shall be necessary to the other named Intending Allottee(s) and the Intending Allottee(s) has/have agreed to this.
38. In the event of any dispute whatsoever arising between the parties in any way connected with the Allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Company', the Intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in District Ghaziabad (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the Arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts Subordinate of it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this Allotment.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Signature of First Applicant

Signature of Second Applicant