



"BUILDING THE FOUNDATION OF TRUST"
An ISO 14001 Certified Company



Application Form

SVP BUILDERS (INDIA) LIMITED

17, Kiran Enclave, Main G.T. Road
Near Samrat Hotel, Ghaziabad-201001
Phone No. : 0120-4187000/1/2
Website : 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 Rs. _____ (Rupees _____)

as earnest money through/by cash / bank draft / cheque No. _____ drawn on _____

Date _____ in favour of SVP Builders (I) Limited.

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 - Residential / Foreign National of Indian Origin / Other _____ (Please Specify)

Nationality _____ Mailing Address _____ Pin Code _____

Telephone Residence _____ Office _____

Fax No. _____ Mobile _____ Email _____

Permanent Address _____ Pin _____



PROPERTY REGISTRATION DETAILS

(i) Unit 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 Options

Property Applied in : Phase Payment Plan Option Payment Plan.

	PARTICULARS	DETAILS	AMOUNTS (RS.)	
A.	Basic Sale Price (BSP)	@ Rs. Per sq. ft.		
B.	Additional Charges			
	Preferential Location Charges (If Any)	@ Rs. Per sq. ft.		
		Surface Parking Rs.		
		Covered Parking Rs.		
	Car Parking	@ Rs. Per sq. ft.		
	Advance Maintenance Charges (AMC)	@ Rs. Per sq. ft.		
	For First 30 Months)			
	Club Membership (Phase-I)	@ Rs. Per sq. ft.		
	Community Hall (Phase -II)	@ Rs. Per sq. ft.		
	Government Applicable Charges (GAC)	@ Rs. Per sq. ft.		
	Others Charges (If any)	@ Rs. Per sq. ft.		

TOTAL AMOUNT PAYABLE (A+B)

Rs. /-

In Word (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% of the total Sale Consideration i.e. Rs. /-, within 30 days of booking, failing which the subjected flat will be cancelled by the builder after making 2 reminders to me/ us (1st and 2nd reminder will be given for 15 days each after the lapse of 30 days) and further, after the lapse of 2nd reminder time period, the builder will issue cancellation letter to me/ us for a period of 10 days, failing which, the builder will cancel the flat without any further intimation to me/ us and the amount which had been paid till the cancellation of the unit by the builder, will be forfeited by the builder as per the below and **I/ we have no objection towards the same and I/ we will not claim this amount from the builder in future. As a token of acceptance, I/ we am/ are signing the same below:**

Since, timely payment is the essence of this initial contract (by way of booking), Therefore, 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 this application form by me/us, the booking will be cancelled and after deduction of Rs. Fifty Thousand / Rs. One Lac Only, balance amount will be refunded. It is clarified that the deducted amount is a reasonable pre-estimate of loss suffered by company, by reason of applicant breach in noncomplying with their obligation. It is also agreed by me/ us that the Earnest Money shall be forfeited by the builder, in case, if, I/ We will not pay the sale consideration amount (as per the schedule annex to this Application form, if the builder consider my/ our request of making payment of the booking amount even after the failure of cancellation period mentioned above) to the builder even if the Builder Buyer Agreement is not executed between the builder and me/us. **I/ We have no objection towards this and I/ we will not claim this amount from the builder in future.**

Applicant ()

Builder ()



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.
Date (Authorised Signatory)

FOR OFFICIAL USE ONLY

Payment Plan Option () Down payment plan () Consultant Linked Payment Plan
Mode of Booking () Direct () Consultant
Details of Consultant :

Name & Contact No. _____

Signature with Stamp

APPLICATION ACCEPTED () REJECTED ()

Date _____

(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 therefrom.

NOTE:

1. Registration Expenses, Stamp Duty, Legal Charges, Court Fee, and Documentation Charges etc. shall be payable extra at the time of possession by the applicant.
2. Government Applicable Charges (GAC) includes [External Development Charge, External Electrification Charge (EEC), & Fire Fighting Charge (FFC)] as applicable & derived, shall be payable extra by the applicant.
3. Any extra works executed in the flat shall be charged separately by the builder.
4. Individual Electric Meter Connection charges along with proportionate cost towards load sanction, supply, security deposit, pre-paid billing and monitoring etc. shall be charged extra at the time of possession, as decided by the builder.
5. That the builder 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 builder till the handover of the same to the concerned RWA of the society, as per the terms of RERA rules and regulations.
7. 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 equipment's including their Advance Maintenance Charges, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex.
The proportional share of expenses on account of common area electricity consumption, generator power back (Individual flat plus common area) shall be charged extra on super area basis of as per actuals / unit 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 Builder may in its sole discretion, permit assignment of an allotment only after receipt of minimum 10% of Basic Sale Price (BSP) along with any other dues/ outstanding/ interest on delayed payment etc. or any other fee as decided by the builder from time to time.
10. 10% 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.
11. **TILL THE EXECUTION OF FLAT BUYER AGREEMENT, THE UNIT MENTIONED IN THIS APPLICATION FORM IS TENTATIVE IN NATURE AND MAY BE CHANGED AS PER BUILDER'S PLANS AND POLICIES, WHICH WILL BE ALTERED CONSIDERING THE MARKET EFFECT ON REAL ESTATE. I HAVE AGREED TO THE SAME.**

(Sole / First Applicant's Signature)

(Second Applicant's Signature)

12. **PENALTY/ COMPENSATION TOWARDS DELAY BY THE BUILDER AND INTEREST TOWARDS NONPAYMENT OF THE SCHEDULED AMOUNTS BY THE APPLICANT, SHALL BE GIVEN AND CHARGED EQUALLY @ 10% P.A., AS PER BUILDER BUYER AGREEMENT WHICH IS RERA COMPLIANT. THIS WILL INCLUDE THE NONPAYMENT OF BOOKING AMOUNT ALSO.**

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" (the "Project") by SVP Builders (I) Ltd. (hereinafter referred to as the "company" or "builder") 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. RERA rules and regulations 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, UPRERA and/ or other authority in this regard 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 impartable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not 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 additional apartment/s 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). **I/ We have no objection towards this and I/ we will not claim (legally) any amount from the builder in future.**

(Sole / First Applicant's Signature)

(Second Applicant's Signature)

- 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 apart from the rate agreed at the time of execution of Flat Buyer Agreement. Any reduction or increase shall be first adjusted from the outstanding amounts, if any, towards the applicant and thereafter, any balance or the whole amount shall be given or taken, as the case may be, to/ from the applicant, without any extra charges (interest) from both the sides.
- The applicant has examined the tentative plans, designs, and specifications of the residential apartment and has agreed that the company may affect 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. which may be done prior to the execution of Flat Buyer Agreement.
- **Escalation:** - Due to the uncertain behavior of real estate market, especially in Delhi NCR, the sale consideration of the booked unit may be escalated/ increased/ enhanced as per the guidelines, rules and regulations of concerned statutory authorities which include CPWD norms. It has been agreed by the applicant that any escalation/ increase/ enhancement up to 10% of the sale consideration of the booked unit shall be unconditionally accepted by the applicant, without claiming (legally) any other charges/ compensation/ damages/ penalties etc. from the builder as well as the builder can escalate the charges upon receipt and to the extent of 30% of sale consideration amount from the Allottee. As per conditions in builder buyer agreement. As a token of acceptance of this clause, the applicant/s have signed this clause hereunder specifically.
- The applicant agrees that the amount paid with the application and in installments, as the case may be, to the extent of 30% 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 as per the abovementioned timeline by sending 2 reminders and then, 1 reminder for cancellation and upon failing the same, 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 since the money paid by the first applicant may be invested in the booked unit for development purposes. The company, however in its absolute discretion may condone the delay by charging penal interest @ 18% p.a. from the due date of payment and further, thereafter on all outstanding dues from their 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 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 @ 10% per annum. Nonpayment 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 I/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 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. 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, whichever is earlier, on the company's standard format which has been read and understood by the applicant.
- 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 the 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 favor by the Company after paying stamp duty, registration fee and other charges/ expenses which include legal expenses also.
- 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 builder shall complete the development/ construction of the Flat within 54 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 to delay of Developer, the Developer would pay a sum at the rate of 10% p.a. 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. In case of delay in making payment on the part of Applicant/ Allottee, the Allottee shall pay the same rate of interest of 10% p.a. on such delay.
- 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)

(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", interest will be charged @ 10% p.a. 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 (beyond Earnest Money and applicable interest on delay in making payment which is the reasonable loss to hold such booked apartment) 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 centers 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 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 therefrom.

- In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first on 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 is found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned 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's)

(Builder)