



APPLICATION FORM



Winsten Park

your own ip address

APPLICATION FOR BOOKING/HOLDING AT IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI IN

PROJECT NAMED

"WINSTEN PARK"

AT PLOT NO.17, KNOWLEDGE PARK-V, GREATER NOIDA (U.P.)

M/s SKV Infotech (P) Ltd.
B-68, Sector-63, Noida.

Dear Sir/s,

I/We request that I/We may be registered for allotment of a IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI in proposed complex, "Winsten Park" situated at Plot No. 17, Knowledge Park-V, Greater Noida. I/We agreed to sign and execute, as and when required by the company, Allotment 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.

APPLICANT DETAIL

SOLE/FIRST APPLICANT

Mr. /Mrs. /Ms.

First Name

Middle Name

Last Name

S/o./D/o/W/o:

Date of Birth: Nationality:

Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

If others (Pl. Specify):

Passport No. /PIO card No.:

Occupation: ☐ Employed ☐ Self-Employed ☐ Professional ☐ Others(Specify)

Income Tax Permanent Number/GIR:

E-mail: Mobile:

Present/Communication Address:

City: State: Pin: Country:

Phone No. Fax: Mobile:

Permanent Address:

City: State: Pin: Country:

Phone No. Fax: Mobile:

Sole/First Applicant Signature

JOINT/CO-APPLICANT/NOMINEE

JOINT/CO-APPLICANT/NOMINEE

Mr. /Mrs. /Ms. First Name

Middle Name

Last Name

S/o./D/o/W/o:

Date of Birth: Nationality:

Residential Status:

☐ Resident

☐ Non-Resident

☐ Foreign National of Indian Origin

If others (Pl. Specify):

Passport No. /PIO card No.:

Occupation: ☐ Employed ☐ Self-Employed ☐ Professional Others (Specify)

Income Tax Permanent Number/GIR

E-mail:

Mobile:

Present/Communication Address:

City: State: Pin: Country:

Phone No. Fax: Mobile:

Permanent Address:

City: State: Pin: Country:

Phone No. Fax: Mobile:

Joint/Co-Applicant/Nominee Signature:

I/we enclosed herewith copies of following documents:

- (i) PAN Card
- (ii) Resident Proof (Election Card/Passport/Driving License)
- (iii) Copy of Memorandum & Articles of Association and Board's Resolution
- (iv) Copy of Partnership Deed/Authority Letter/Resolution (In case of society/trust)

FOR OFFICE USE ONLY**UNIT APPLIED FOR**

Unit Type: _____ Area: _____ (sqft/sqyd) Unit No. _____

Tower/Block: _____ Floor: _____

Furnishing Detail: _____

Payment Plan: ☐ Down Payment ☐ Development Linked Plan ☐ Flexi Plan ☐ Construction Link Plan

Remarks: _____

PRICE

Co. Booking Rate (BSP): _____ Net Booking Rate (BSP): _____

PLC: _____ Covered Car Parking: _____ Club Membership: _____

Mandatory Charges EEC/FFC: _____ IFMS: _____

Lease Rent: _____ Power Backup: _____

Total Sale Consideration: _____

Furnishing amount in (in case of office): _____

Construction Cost (in case of FSI): _____

PAYMENT DETAIL

I/We remit herewith a sum of Rs. _____ Rupees _____

By Cash/Bank Draft/Cheque No. _____ drawn on _____ Dated: _____

in Favor Of **"SKV INFOTECH (P) LIMITED"** as Booking amount/Earnest Money.

Remarks: _____

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

Mode of Booking Direct _____ Consultant: _____

Details of Consultant: Name & Contact No. _____

Remarks: _____

Sole/Applicant Signature

Signature of Marketing Executive:

Authorized Signatory

Joint/Co-Applcant/Nominee Signature

Declaration: I/We the above applicant(s) do hereby declare that the above particulars/information given by me/us are true & correct and nothing has been misrepresented/concealed therefrom. I/We have read and signed all pages of this Application form and payment plan and agree to abide by the same. I/We further undertake to pay Service Tax and/or any increase in the existing fees or taxes or any new fees, taxes and levies, which may be levied, charged or imposed by the Govt./statutory authorities, time to time, till the date of actual possession of the Unit is borne and paid by me/us.

It has also been clarified to me/us that in the event I/We avail any services for the purchase of any unit/property from any dealer/agent/broker/third party and paid/has to pay any commission/brokerage for the same, irrespective of the fact that the deal/promise is made within India or outside India, the company is neither entitled to adjust the said amount in the cost of IT /ITES/ INSTITUTIONAL/ RESIDENTIAL BUILT UP SPACE OR FSI, in any manner nor is responsible/liable for the same. It has also been understood by me/us that in case of cancellation for no fault of Company, the said amount shall not be refunded to me/us and such amount if any, will be recovered and claimed from the dealer/agent/broker/third party at my own risk and cost.

Date: _____

Yours Faithfully

Place: _____

Signature of Sole/First Applicant: _____

Signature of Joint/Co-Applciant/Nominee: _____

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's.
2. Government Applicable Charges, if any i.e. sale tax, vats, service tax, metro cess & other tax which are livable by state/central govt. will be borne by Applicant's.
3. Any extra works executed in the unit 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. A. For the purposes of this Application, "Common Area and Facilities" means and include;
 - (i) The land on which the Building is located and all easements, rights and appurtenances belonging to the land and the Building.
 - (ii) The foundations, column, girders, beams, supports, main walls, roofs, halls, common Corridors, passages, lobbies, stairs, stair-way, fire escapes, entrances and exits of the Complex;
 - (iii) The basements, cellars, yards, gardens, parks and gardens in the Complex.
 - (iv) Installations of common services such as power, light and sewerage;
 - (v) The elevators, tank, pumps, motors, expressers, pipes and ducts and in general all Apparatus and installations existing for common use including electrical, plumbing and Fir Shafts, services ledges on all floors;
 - (vi) Circulation area, service areas including but not limited to machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms;
 - (vii) All other common area and facilities, which are not included hereinabove, shall be treated as limited common area and facilities and shall be reserved for use of certain unit or units to the exclusion of other unit as well as independent area, which may be Sold by the Company without the interference of other unit owner(s).
6. "Limited common area and facilities", means those common areas and facilities within the Complex earmarked/reserved including Open/Covered parking spaces, storages etc. for use of certain IT/ITES / Residential space or spaces to be the exclusion of other units.
7. "Independent area", means and include the commercial areas, or the areas, which have been declared but not include as common areas, may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of space owners.

TERMS & CONDITIONS

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF IT/ ITES SPACE IN THE SAID COMPLEX

The Applicant will be allotted the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI on the following terms and conditions, and these terms and conditions shall be comprehensively set out in the allotment / application. The following terms and conditions are thus indicative in the nature, and the same shall always remain binding on the intending Applicant.

That for all intents and purposes and for the purpose of the terms and conditions set out in the application, singular includes plural and masculine includes the feminine gender.

1. The applicant has applied for allotment of IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI on full knowledge of all the laws/ notifications and rules applicable to the area in general and in respect of said complex in particular, which have been explained by the company and understood by him.
2. The applicant has fully satisfied himself about the title of the company on the land on which the said complex is proposed to be constructed and has understood all limitations and obligations in respect thereof and there will be no more investigations or objection by him in this respect.
3. The Applicant agrees that he has applied for allotment of an IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI with full knowledge as to the specified use of the same, which shall only be for the activities which has been explained by the company and understood by him and as per the norms & condition of lease deed dated 30.07.2013 between M/s SKV Infotech Pvt Ltd & GNIDA.
4. The layout plan of the entire project as drawn by the company is tentative and is subject to change, if deemed necessary by the company or as may be required by the regulatory authorities or GNIDA. The company may affect or if so required by any regulatory authorities make suitable alterations in the layout plans. Such alteration may include change in the area of the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI, floor, and block number of IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI, location and increase/decrease in the number of car parking slots allotted to the applicant. With regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the company shall be final and binding on the applicant. Further, the company reserves the right to suitably amend the terms and conditions as specified herein.
5. That It is hereby agreed between the parties that if there is either reduction or increase in the built up area of the said Unit or its location, no claim, monetary or otherwise will be raised by the Applicant's 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.
6. 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.
7. The Applicant shall be liable to pay the total sale consideration and other charges for the purchase of the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI as per the payment schedule attached here with as opted by him. The company has calculated the total price payable by the applicant for the IT /ITES/INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI on the basis of its super built-up area which comprises of the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI area together with the proportionate cost of providing common areas and facilities in the said Complex. Super built-up area means and include the entire covered built up area of the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI inclusive of area under periphery walls, area under columns and walls within the said IT/ITES/ INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR

FSI, area of the common wall with other adjoining IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI, Terraces etc. plus proportionate share of area utilized for common areas and facilities, overhead/ underground water tank, guard room, pump room electrical substation, lifts at all levels, stair case, S.T.P etc. for the said building/ complex.

8. It shall be an essential condition of allotment that the applicant agrees and undertakes to use the Said Unit only for the purposes for which the same has been allotted, to maintain and preserve the esthetic and commercial value of the Said Complex. The use of said unit shall not be altered without obtaining prior permission in writing from the Company.

9. The rates mentioned in this application is inclusive of the cost of providing (1) basic electric & wet points IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI, and (2) firefighting equipment's in the common areas as prescribed in the existing firefighting code/ regulations in the said complex. If, however, due to any subsequent legislation, government order or directives or guidelines or if deemed necessary by the company, additional fire safety measures are undertaken, then the applicant shall be liable to pay proportionate charges as to the areas, as may be determined by the company in its absolute discretion.

10. The earnest money for the purpose of this application and Allotment letter shall be 10% of the total sale price and other charges that may be applicable from time to time. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the applicant and/or cancellation of allotment on account of default/ breach of terms and condition of Allotment/ transfer stipulated including non- payment of sale price/ other charges herein provided or as set out in the provisional allotment letter. In the eventuality of withdrawal/ cancellation, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the intending applicant, without any interest and such refund shall be made only once the said unit is re-allotted/ sold to any other person(s) and out of the consideration received there from. Such cancellation request shall only be entertained by the company after fulfilment of Terms & Condition which may be decided by the Company from time to time as per the amended by laws as well as Norms of the G.N.I.D.A (i.e. NOC from Channel Partner/ agent/ broker/ competent authority as the case may be).

11. The applicant shall have no objection if 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 Unit to the applicant.

12. The payment on or before due date of total sale price and other charges/amounts payable by the applicant as per the payment schedule is the essence of the application/ allotment. In case the applicant fails to make the payments, as aforesaid, the applicant shall be liable to pay interest thereon @18% per annum from the due date of the installment/ payment till the date of actual payment.

13. 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.

14. That in case there are joint applicant, 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.

15. That if any misrepresentation/concealment or 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 10 herein above shall be forfeited and the applicant shall be liable for such misrepresentation/suppression of material facts in all respect.

16. The company shall handover possession of the IT/ITES/INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI as mentioned in the payment schedule, subject to timely payments(s) by the applicant towards total sale price and other charges. It is the essential condition that the applicant shall take possession of IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI within the said period and shall commence the business activities relating to its use for which the said IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI is allotted.

17. The applicant shall also execute a maintenance agreement with the company or any other nominee/ agency or other body as may be appointed by the company from time to time for maintenance and upkeep of the said complex. The applicant agrees to pay such amount as interest free maintenance security, which may be determined by the company at the time of handing over possession of the Said Unit.

18. The Applicant agrees to pay to the company or the maintenance agency monthly maintenance charges equivalent to two years in advance, as demanded by the company/ maintenance agency, from the date notified by the company for taking over possession of the said unit. The maintenance charges shall be payable at the rates determined irrespective whether the applicant is in occupation of the said unit or not. It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the company or the maintenance agency.

19. The total price does not include the cost of interior finishing of the IT/ITES/ INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI like electrical fittings, fixtures, air-conditioning, fans, tube lights, MCB, internal fire safety measure, interior work etc. which shall be done by the applicant at his own costs and expenses.

20. The company has provided necessary basic amenities/ facilities such as electricity, power backup, etc. to the applicant and shall recover from the applicant the costs of supply and the installation of such equipment's/ facilities on the basis of standard electrical board. All charges payable to various department for obtaining services and/or connection to the allotted space like electricity including security deposits for sanction and release of such connection pertaining or incidental there to will be payable by the intending applicant.

21. Any charges, levies, taxes or fee, in whatever manner, which may be charged, imposed or levied, on the said complex/said unit at any time, in future or retrospectively by any statutory body, or by the Central/State government, shall be paid by the applicant.

22. In case any kind of levy or charges on account of development of any nature or for providing extra amenities/ safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the said complex, the same shall be charged to the account of applicant on pro rata basis and shall be payable to the company on demand.

22. The applicant shall comply with legal requirements for purchase of immovable property wherever applicable. After execution of the allotment letter, the applicant has to sign and execute all requisite applications, forms, affidavits, undertakings, agreements, maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power backup etc. as and when required by the company.

23. That in case of transfer before execution of allotment letter in favor of the Applicant, such transfer shall be subject to completion of all necessary documentation and furnishing of NOC from the Agent/Dealer/Broker in regard of such transfer.

24. In case of NRI buyers, the observance of the provision of the foreign exchange management Act, 1999 and any other law as may be in force for the time being shall be the responsibility of the intending applicant.

25. The applicant shall inform the company in writing of any change in the mailing address mention in this application failing which all demand, notice etc. shall be mailed by the company to the address given in this application and the same shall deemed to have been received by the intending applicant. In case of joint applicant, all communication shall be send to the 1st named applicant in this application.

26. The possession of IT /ITES/INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI will be given after execution of Sub-lease deed only. All charges, expenses, stamp duty, registration fee and legal and incidental expenses etc., as applicable, towards sub-lease Deed, including documentation will be borne and paid by the applicant.

27. The applicant shall be entitled to use the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI for which application is made, and shall not use the same or cause the same to be used for any either purpose, which is not specifically permitted by the Company/Indian Law/ GNIDA.

28. The company shall neither pay any interest for delay in handing over of possession for the afore said force majeure reason nor the Applicant will be entitled to claim compensation of any nature what so ever for the period of delay.

29. If for any reason, whether within or outside the control of the company, the whole or part of scheme is abandoned, no claim will be preferred except that the money of the applicant will be refunded full without any interest.

30. The Charges for individual dual prepaid electric meter which include security + meter cost + panels /cables from sub-stations to feeder pillar+ MCs and cable to the respective IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI in their connection charges are payable prior to possession of IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI.

31. The Service Tax shall be paid extra as applicable by the applicant. Electric/water connection charges are payable extra.

32. That since it is a large project having number of buildings, the construction will be completed in phases. 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 units as soon as it is made available for possession. In case of delay in issuance of completion certificate builder will not be held solely responsible. The possession of unit shall be offered only after obtaining completion certificate, however in the interest of Allottee, builder may handover the unit with conditional possession to complete the interior work.

33. The Application is subject to a lock-in period of 30 days from the date of signing of this application form and after 30 days, this application shall automatically be rejected, if allotment is not done in the sole discretion of the Company.

34. That any dispute arising out of this application shall be decided by the Sole arbitrator appointed by the company as per the provisions of arbitration act 1996. The place of the arbitration shall be at GautamBudh Nagar.

35. The Courts at Delhi/GautamBudh Nagar alone shall have the Jurisdiction in all matters arising out of and/ or concerning this agreement.

I have fully ready and understood the above mentioned terms and conditions and agree to abide by the same. I understand that the terms and conditions given above are indicative in nature with a view to acquaint me generally with the terms and conditions as comprehensively set out in the IT /ITES /INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE OR FSI allotment Agreement.

Date: _____

Yours Faithfully

Place: _____

Signature of Sole/First Applicant: _____

Signature of Joint/Co-Applciant/Nominee: _____

Form No. **1628**

Notes



Winsten Park

your own ip address



SKV Infotech Pvt. Ltd.

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