### Gulmohur Vatika, Wave City, NH-24, GHAZIABAD.

charges including interest-free security deposit for maintaining and upkeep of the said project and the various services therein, as may be determined by the company or the maintenance agency appointed for this purpose. Any delay in making payment will render the applicant liable to pay interest @ 18% per annum. Non-payment of any of the charges within the time specified shall also disentitle the applicant from the enjoyment of the common areas and services.

- Applicant, having NRI status or being foreign national shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory Authority/the company, the amount paid towards booking and further consideration will be returned by the company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the company will not be liable in any manner on such account.
- 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 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 20% of received amount together with any interest on delayed/outstanding payments shall stand forfeited. The balance amount shall be refundable to the applicant without any interest within 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 along with simple interest @6% p.a. from the happening of such eventuality.
- The applicant shall before taking possession of the Residential Apartment, must clear all the dues towards the Residential Apartment and have the Conveyance 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 endeavour to give possession of the Residential Apartment to the applicant as early as possible, subject to force majeure circumstances and reasons beyond the control of the Company with a reasonable extension of time for the possession.
- 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 redeemed 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 settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by the applicant.
- 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 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.
- 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 6 herein 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.

	(First/Sole Applicant)	- AND STATE OF THE	(Second Applicant)
Date:	()		Marie Commence



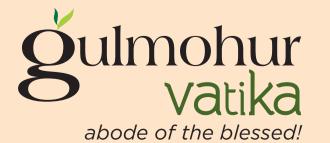
# **APPLICATION FORM**

# APPLICATION FOR ALLOTMENT IN THE RESIDENTIAL PROJECT NAMED "Gulmohur Vatika" At WAVE CITY, NH-24, Ghaziabad.

#### **SVP BUILDERS (I) LIMITED**

17, Kiran Enclave, Main GT Road Near Samrat Hotel Ghaziabad - 201001 Ph-0120 - 4187000 Website: www.svpgroup.in

I/We further agree to pay installments as per the payn	nent plan opted by me/us and annexed herewith:
	FIRST APPLICANT
Father's/Husband's Name	Marital Status
Age Major/Minor	Pan No.
Occupation	Pan No
Name of the Company/Office	
Address of the Company/Office	
SE	ECOND APPLICANT
Mr./Mrs./Ms.	
Father's/Husband's Name	Marital Status
Age Major/Minor	Pan No.
Occupation	Designation
Name of the Company/Office	
Address of the Company/Office	
	- Ween -
	SIDENTIAL STATUS
Resident/Non- Resident/Foreign National of Indian C	origin/Others(Please Specify
Nationality Ma	iling AddressPin Code
Telephone Residence	. OfficeFax No.



Permanent Address ...

Wave City, NH-24, GHAZIABAD.

.....Pin Code.

### Gulmohur Vatika, Wave City, NH-24, GHAZIABAD.

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PROPERTY	KHC-151K	$\Delta$	IJHIAIIS

()	ower/Block/Building	(111) Floor	
(iv) Type	_	=	_
(vi) Terrace / Lawn Area		(Sq. ft.)	(Sq. mt)
Parking Option:			
(i) Surface Parking	(ii) Covered Parking		
Property Applied in:	Payment Plan Onted	ī	Payment Plan
Troperty Applicant.	rayment ranopted	1	aymenti ian.
PARTICULARS	DETAILS	AMOUN	TT (₹)
A. Basic Sale Price (BSP)	@ ₹	per sq.ft.	
B. Additional Charges			
(i) Preferential Location Charges (If any)	@₹	per sq.ft.	
Surface Parking			
Covered Parking		ر کر ، الرا <del>ر سی رسی</del>	
(ii) Car Parking	@₹j		
(iii) Advance Maintenance Charges (AMC)	@₹	per sq.ft.	
(for first 30 months)	) OF WILL		
(iv) Club Membership	@₹]		
(v) Government Applicable Charges (GAC)	@₹]		
(vi) Other Charges (If Any)	@₹]	per sq.ft.	
TOTAL	<b>AMOUNT PAYABI</b>	LE (A+B)	
In Words (Rupees	<i>γ</i>		
	R OFFICE USE ON		
	N OFFICE USE ON		
Payment Plan Option			
Down Payment Plan			
Construction Linked Payment Plan			
Mode of Booking			
Direct	nsultant		
Details of Consultant: Name & Contact No			
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Application: Accepted			
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Gulmohur Vatika, Wave City, NH-24, GHAZIABAD.

## 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-data 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-up (Individual flat plus common areas) shall be charged extra on Super Area basis of as per actual /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.

# 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 Vatika" (said project) by SVP Builders (I) Ltd. (hereinafter referred to as the company) on a land situated at Wave City, NH-24, 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 regard to the company.
- 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.
- 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 charging 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 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 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