

Application Form
Provisional Booking of Commercial Shop/Unit in
SG BENEFIT
(CP-I/B,GOVINDPURAM, GHAZIABAD,UP)



To
M/s. SG Estates Ltd.
105-106, Deep Shikha Tower,
Rajendra Place
New Delhi-110008
Phone:011-42323230
Website: www.sgestates.in
Email: info@sgestates.in

Date:.....

Dear Sir,
I/We request that I/we may be allotted provisionally a Commercial Shop in **SG BENEFIT, CP-I/B,GOVINDPURAM,GHAZIABAD(UP)**, being developed by **M/s. SG Estates Ltd.** My/our particulars are given below:-

Main Applicant:

Name of the applicant Smt./Shri/Ms.....
S/o/D/o/W/o.....
Date of Birth.....Profession.....
Company.....
Designation..... PAN No.....
Resi.Address

.....City.....
Telephone No (R).....Telephone No.(O)..... Mobile No.....
Email I.d.....Nationality.....
Marital Status.....Preff.Mode of Communication (Courier/Email).....

Photograph of
Sole/First Applicant

Second Applicant:

Name of the applicant Smt./Shri/Ms.....
S/o/D/o/W/o.....
Date of Birth.....Profession.....
Company.....
Designation..... PAN No.....
Resi.Address

.....City.....
Telephone No (R).....Telephone No.(O)..... Mobile No.....
Email I.d.....Nationality.....
Marital Status.....

Photograph of
Second Applicant

Property Registration Details:

Shop No./ Unit No.....Floor.....Super Area of apartment.....(In sqr Ft).....(In Sqr.Mtr)
Payment Plan Opted.....

A) Sale Price:..... Per sq.Ft | Total (PriceXArea) **Rs**.....
B) PLC-Floor:.....Per sq.Ft | Total (PriceXArea)**Rs**.....
C) PLC-Facing:.....Per sq.Ft | Total (PriceXArea) **Rs**.....
D) PLC-Corner:.....Per sq.Ft | Total (PriceXArea) **Rs**.....
Rs.....

Total Value (A+B+C+D+E) Rs.....

I/We remit herewith a sum of Rs.....(in words.....only) by local Cheques/DD/Cash bearing No.....Dated.....Drawnon.....towards the earnest money for provisional booking along with duly signed terms & conditions with accepted payment plan.

Applicant (S)

Enclosed: Duly Signed Terms & Conditions + Payment Plan

INDICATIVE TERMS AND CONDITIONS FOR BOOKING a Unit in "SG BENEFIT" LOCATED AT CP-1/B,GOVINDPURAM, GHAZIABAD (UP)

1. I/We am/are fully aware that M/S SG estates Limited, 105-106, Deep shikha tower, Rajendra Plance, New Delhi, are developing a commercial cum residential project (G+4 Commercial, 6th floor onwards residential) on plot No. CP-I/B, Govindpuram,Ghaziabad allotted by Ghaziabad development(GDA).
2. I/we agree that the drawings displayed/shown are provisional and subject to change by sanctioning authority / architect / promoter during the course of sanction /construction without any objection or claim from the purchaser to which we had agreed upon construction at site will start only after approved plan is received by Company from appropriate authority.
3. The total sale consideration has been calculated of super area as Sale price plus PLC Charges. Rate charged above for the area of the Apartment for what is commonly known as "Super area" shall mean and include the entire covered built up area of the said apartment inclusive of the area under periphery walls, area under columns and walls, cub-boards, projections, lofts, balconies and terraces within the said apartment plus proportionate share from the common areas such as entrance lobby, staircases, lifts, lift machine room, corridors, mumty, electrical room/ sub-station/ transformer, garbage room, guard room, pump room, toilet for common user, overhead tank, club house & other common facility in the said building.
4. Preferential locations charges (PLC) will be applicable as per the price list if any.
5. Power Back-up, recurring monthly and usage costs shall be borne by the Allottee on Super Area basis or as per actual/units consumed on the unit rates as decided by the Maintenance Agency/Company from time to time and also for common area electricity charges, Power Backup to shop minimum 1 KVA is mandatory.
6. Interest free maintenance security (IFMS) **Rs 200/sq ft** is to be paid on demand by company before Possession
7. 24 months Advance Maintenance Charges (AMC) 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, Fire Pumps, EPABX system and other common area electro mechanical equipment including their Annual Maintenance Charges, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex. The 24 months AMC shall be fixed in context of the prices prevailing at the time of possession/fixation.
8. The Allottee/s has seen and accepted the proposed multistoried building plans with commercial space as per permissible , purchasable, and compounding FAR, which inter-alia includes sanctioned plans or plans under sanctioning, for the Project, consisting of Residential /Commercial areas for development, working building plans, architectural and structural designs and specifications, which are tentative. The allottee(s), hereby records his/her/their no objection irrevocably to the Developer authorizing it to effect suitable and necessary alterations / modifications/ additions in the same as the Developer may deem fit, or as directed by any Competent Authority(ies), or such changes /alterations/ modifications / additions to revised sanctioned plan becomes necessary and desirable owing to increase in FAR or the purchase of the same by the Developer. Such alterations / modifications / additions may include change in location, preferential location, number, increase or decrease in number of apartments, floor, block or area of the Said Apartment, designs and specification.
9. The intending allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or another authority or if competent authorities cancel the approval for construction or if any such matters /issues relating to such approvals, permissions, notice, notifications by the competent authority become subject matter of any litigations or due to any force majeure conditions, the Company after allotment is unable to deliver the apartment to the intending allottee, the intending allottee agrees that the Company in such case shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
10. I/we agree to sign and execute as and when desired by the company after payment of **15%** of Sale price, a Buyer's agreement on the standard format, which has been perused by me and shall abide by the terms and conditions laid down their in which are binding on me/us.
11. a) It is specifically agreed that **15%** of the sale price, as aforesaid, shall always be treated as earnest money. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Allottee/s and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment contained herein, including non-payment of basic sale price / other charges. In the eventuality of withdrawal / cancellation, the earnest money deposited will stand forfeited and the balance amount after adjustment of interest accrued on delayed payments, if any, will be refunded to the Allottee/s, without any interest and such refund shall be made only when the Said Apartment is re-allotted/sold to any other person(s) and out of the sale proceeds realized from the new allottee.
- b) The payment on or before due date of sale price and other charges payable by the Allottee/s as per the payment plan opted by the Allottee/s or as demanded by the Company, from time to time, is the essence of this Agreement. In case, Allottee/s fails to make the payments, as aforesaid the Allottee/s shall be liable to pay interest thereon @ 18% per annum from the due date of the installment / payment till the date of actual payment. However, in case the Allottee/s fails to make the payment with interest as aforesaid within a period of 60 days from the said due date, the Company shall have the right to cancel the allotment and forfeit the earnest money and the Allottee/s shall be left with no right in the Said Apartment. The refund if any will be as per Terms & Conditions of Buyer's Agreement.
- c) The buyers agree that no right will accrue in favor of the buyer in the apartment until a sale deed is executed and registered, and the SG Estates Ltd., shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the buyer(s) any rights or title or interest therein or even though all payment have been received by the SG Estates Ltd. The SG Estates Ltd. shall have the first lien and charge on the apartment for all its dues that may become due and payable by the buyer(s) to the SG Estates Ltd.
12. I/We agree that all letters, receipt and notice issued by the promoter & dispatched by UPC/Speed post/Courier/others to the last updated address, of the purchaser shall be sufficient proof of receipt of the same by the purchaser and completely discharge the promoter of his responsibility.
13. "Taxes" means any and all Taxes paid or payable by Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, labour cess, service tax, cess, levies and education cess and any other taxes by whatever name called in connection with the development/construction of the Said Apartment/Said Building/ Project, now or in future and are payable extra by the customer.
14. The applicant may, at its own cost, expense and risk, arrange any loan/funds from any banker or financial institutions to finance the purchase of the said Unit. In case the loan is not granted or cancelled or withdrawn by the banker/financial institution(s) on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer. Company in no way connected/Associated with Sanction or otherwise of loan by any Bank/Financial Institution, applied by the applicant(s).
15. The stamp duty, registration charges and service tax to be paid extra as applicable. Sewerage and Water connection charges are payable extra.
16. The Club and Swimming Pool shall be exclusively for the use of residents only for the residential apartments owner, Residents shall pay recurring monthly charge towards the operations & running of the club house& Swimming Pool. Nominal charges for Club & Swimming Pool usage on monthly basis shall be charged extra.
17. Metro Cess as and when levied by Ghaziabad Development Authority (GDA) and also any increase and introduction of new Development Charges levied by Government / or any of its agencies after the booking of the flat, will be proportionately charged to all the Allottees and will be payable by us.
18. That the allotment is entirely at the discretion of the Company and the Company reserves the rights to accept or reject any request for booking without assigning any reason of whatsoever nature.
19. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Buyers Agreement which has been formatted and seen and read by the applicant(s) but shall be executed on confirmation of Booking.
20. The Developer by itself or through its nominee may raise finance from any Bank/Financial Institution/Body Corporate to finance the building/complex and applicant(s) hereby consent(s) and authorize(s) the Developer to do the same. The developer, however, assures the applicant(s) that the said unit, after receipt of the sale price and all other sums due and payable by the Buyer, shall be conveyed to the Buyer free of encumbrances by the Developer.
21. The roof right will remain with the Developer. In the event of increase of the FAR and further construction over the last floor is permitted by the competent authorities, the developer shall be entitled to construct further floors to his convenience and buyer hereby consent to the same.
22. Transfer of the said Apartment in case of allotment thereof, by the Applicant(s) / Allottee(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the company.
23. The aforementioned terms and conditions are not exhaustive and are merely indicative and are subject to detailed terms and conditions in the Application Form and Flat Allotment Agreement. A copy of this application form bearing my/our signature(s) has been given to me by the Developer for future reference and record.
24. In case of any disputes arising between the parties with regards to interpretation of any clause of Terms and Conditions, builder buyer agreement with regard to this application then it is agreed between the parties that the Managing Director of the company or any person authorized by him shall be appointed as the sole arbitrator under the Arbitration and the Conciliation Act, 1996 or any other subsequent act on the said subject with any amendment from time to time and decision of the said sole arbitrator shall be final and binding upon both the parties.
25. The provisions of U.P. Apartments Ownership Act and rules made there under, if applicable, shall be complied by the Parties.
26. The Courts at Delhi and the High Court of Judicature at Delhi alone shall have the jurisdiction in all matters arising out of/ touching and/or concerning this Agreement.

WITNESSES

- 1.
- 2.

I/We have gone through the above mentioned terms & condition & fully understand them I/We hereby record my acceptance of the same.

Applicant(s): _____

Name of Applicant (s) _____

Address: _____

SG BENEFIT PAYMENT PLAN: COMMERCIAL SHOPS

PLAN A - STRUCTURE LINKED PAYMENT PLAN (50%-25%-25%)

At The Time of Booking	15% of Value
Within 45 Days of Booking	35% of Value
On Start of top floor slab	25% of Value
On offer of Possession	25% of Value & Other Applicable Charges

PLAN B- DOWN PAYMENT PLAN

On Booking	15% of Value
Within 45 days of Booking	80% of Value
On Offer of Possession	5% of Value & Other Applicable Charges
	Note: Value=BSP+PLC 1 Sqr. Mtr.=1 Sqr. ft.

Terms & Conditions:

- Service tax as applicable to be paid at every stage of payment will be charged extra.
- IFMS @ Rs 200/sft is to be paid at the time of possession.
- Electric Power Back-up Charges Rs 20000/KVA minimum 1KVA is mandatory, Electrical Dual pre-paid (Up to 5KVA) Charges to be decided at the time of possession.
- All Installment in the payment plan shall become payable within 7 days of the demand irrespective of order in which these are listed above.
- Prices are escalation free but subject to change without any prior notice at sole discretion of the company.
- The above mentioned price list is not a legal binding on the company and is for flats with standard specifications.
- Size & Layout are tentative & subject to changes without prior notice, for detail refers to the Builder Buyer Agreement.
- All Payments should be made in the favor of **SG Estates Ltd.** Payable through Account Payee (A/C) Cheque/PayOrders/Demand Drafts only payable at New Delhi.
- Other Applicable Charges include IFMS, Power Back Up (/KVA) Charges, Electrical Dual Pre-Paid Meter Charges, AMC with CEC next 24 Month advance, Sinking fund, labor cess, Registration charges, stamp duty, Legal Charges or any other government charges or any other changes asked by company will be payable extra.

No Extra Cost for:

- Additional Development Charges (ADC)
- External Electrification Charges (EEC)
- Fire Fighting Charges (FFC)

(Accepted)

Applicant (S)