

To  
**M/s Gulshan Homz Private Limited**  
4, Dayanand Vihar  
Main Vikas Marg Extn.  
Delhi-110092.

Application No. ....

Sir(s)

I/We request that I/we may be registered for provisional allotment of a Residential Flat of description specified below, in the Group Housing Scheme in the name and style of '**Vivante**' being developed and promoted by your company **M/s Gulshan Homz Private Limited** (hereinafter referred to as 'the Company') at Plot No. GH-07A, Sector137, Noida, (UP)

I/We also agree to sign and execute, as and when desired by the Company, the Allotment Letter on the company's standard format, contents, whereof have been read and understood by me/us in my/our vernacular language and I/we agree to abide by the terms and conditions thereof.

I/We understand that plot/land on which proposed group housing is being developed and promoted has been leased out to the company by Noida Development Authority on 90 years lease on the terms and conditions mentioned in the Lease Deed.

I/We shall comply with the various Terms & Conditions of the said lease deed executed between New Okhla Industrial Development Authority (hereinafter referred to as 'NOIDA') and the company, in so far as those pertain to rights and obligations of the Allottee(s)/sub-lessee(s)

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ Only) by Bank Draft/  
Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_  
being the booking amount/earnest money for the allotment of the flat.

I/We further agree to pay the installments or basic cost and allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us, failing which the allotment will be cancelled and the booking amount shall be forfeited by the Company. My/Our particulars are given below:-

## 1 PARTICULARS OF APPLICANT(S)

(To be filled in case of individual(s))

### First Applicant

Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Mr./Mrs. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_

Residential Status: Indian [ ] Non - Resident-Indian [ ]

Foreign National of India Origin [ ] Nationality \_\_\_\_\_

Residential Address \_\_\_\_\_

Profession \_\_\_\_\_ E-mail \_\_\_\_\_

Designation, Company Name and Address \_\_\_\_\_

Tel. Residence \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_

Fax No. \_\_\_\_\_ PAN No./Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_

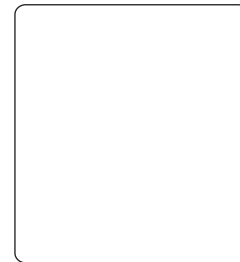
Household Income per annum \_\_\_\_\_

COMPANY

APPLICANT(S)

**Second/Joint Applicant**

Mr./Mrs./Ms. \_\_\_\_\_  
Son/Wife/Daughter of Mr./Mrs. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_  
Residential Status Indian [ ] Non-Resident-Indian [ ]  
Foreign National of Indian Origin [ ] Nationality \_\_\_\_\_  
Residential Address \_\_\_\_\_



Profession \_\_\_\_\_ E-mail \_\_\_\_\_  
Designation, Company Name and Address \_\_\_\_\_

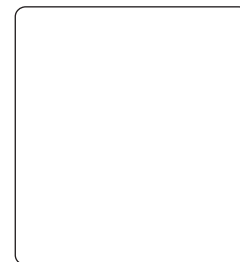
Tel. Residence \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax No. \_\_\_\_\_ PAN No. /Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_  
Household Income per annum \_\_\_\_\_

**(To be filled in case of a Proprietorship Firm/Partnership Firm/Company)**

M/s. \_\_\_\_\_  
Registered office \_\_\_\_\_  
Resolution/Board Resolution/Authorisation Letter dated \_\_\_\_\_

**Details of Proprietor/Partner/Authorised Person**

Mr./Mrs./Ms \_\_\_\_\_  
Son/Wife/Daughter of Mr./Mrs. \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_  
Residential Status Indian [ ] Non-Resident-Indian [ ]  
Foreign National of Indian Origin [ ] Nationality \_\_\_\_\_  
Residential Address \_\_\_\_\_



Profession \_\_\_\_\_ E-mail \_\_\_\_\_  
Designation, Company Name and Address \_\_\_\_\_

Tel. Residence \_\_\_\_\_ Office \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax No. \_\_\_\_\_ PAN No./Ward No. \_\_\_\_\_ Passport No. \_\_\_\_\_  
Household Income per annum \_\_\_\_\_

**2. Description of Flat:**

(i) Tower No. \_\_\_\_\_ (ii) Flat No. \_\_\_\_\_ (iii) Floor \_\_\_\_\_  
(iv) Super Area (sq.ft.) \_\_\_\_\_ (v) Phase \_\_\_\_\_ [vi] Other Details of Flat \_\_\_\_\_

**3. Details of Pricing:**

(A) Unit Cost of the Flat ₹. \_\_\_\_\_  
(B) P.L.C ₹. \_\_\_\_\_  
(C) Car Parking Charges:  
a) Open (Nos.)  ₹. \_\_\_\_\_  
b) Basement (Nos.)  ₹. \_\_\_\_\_  
c) Double Basement-Two cars in single bay (Nos.)  ₹. \_\_\_\_\_  
d) Stilt (Nos.)  ₹. \_\_\_\_\_  
e) Double Stilt-Two cars in single bay (Nos.)  ₹. \_\_\_\_\_  
(D) Lease Rent ₹. \_\_\_\_\_

(E) Power Backup ₹. \_\_\_\_\_  
 (F) \*Service Tax ₹. \_\_\_\_\_  
**Total (A+B+C+D+E+F)** ₹. \_\_\_\_\_

(Rupees in words \_\_\_\_\_)

The Unit Cost of the flat so booked shall remain fixed and shall not be subject to any escalation.

**\*Applicable w.e.f. 01.07.2010 vide Finance Act-2010 through govt. Notification no.24/2010 dated 22.06.2010 under section 65(105)(zzzh) & 65 Section 65 (105)(zzzzu). Detailed computation of the same is provided in the Annexure-I attached.1**

4. Total Price does not include (IFMS) Interest Free Maintenance Security @ ₹.40/- per sq. ft. of the super area which shall be deposited by the Applicant(s) with the Company or its nominated agency before possession.
5. Stamp duty, Registration fee and allied charges, as applicable, shall be additionally payable before possession as and when demanded by the company.
6. Payment plan opted: [A] Down Payment Plan  [B] Stage-Wise Payment Plan  [C] Flexi Payment Plan
7. Mode of booking: Direct  Dealer  Reference  \_\_\_\_\_

I/We the above applicants(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this application shall be subject to the terms and conditions of the Allotment Letter, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particulars/information given above till the booked property is registered in my/our name(s). I/We declare that in case of non-allotment of the flat, my/our claim shall be limited only to the refund of the deposited amount without any interest.

(i) \_\_\_\_\_

(ii) \_\_\_\_\_  
 (Name of Applicant) (Signature of Applicant)

Place \_\_\_\_\_ Date \_\_\_\_\_

**Note:-**

- (I) All cheques/draft are to be made only in favour of "Gulshan Homz Private Limited." payable at Delhi/Noida.
- (II) Persons signing the application on behalf of the other person/firm/company shall file authorization/power of attorney/board resolution duly attested by a first class Magistrate/Notary public.

**FOR OFFICE USE ONLY**

Total no. of applicant(s) \_\_\_\_\_

Type of account of applicant (NRI/Foreign Nationals/National) \_\_\_\_\_

**Remarks:**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

**Check list:**

1. Copy of PAN No.      2. Copy of proof of residence.      3. Photograph of Applicant(s) (3 each)
4. Photocopy of Passport for NRI/ Foreign Nationals.      5. Photocopy of Company's Identity Card (for Corporate bookings only)

**DETAILS OF ASSOCIATE**

1. Name of Company \_\_\_\_\_
2. Address of Company \_\_\_\_\_
3. Contact Person \_\_\_\_\_
4. Phone Number(s) \_\_\_\_\_

Booked by \_\_\_\_\_ Checked by \_\_\_\_\_ Approved by \_\_\_\_\_

COMPANY

APPLICANT(S)

# Terms and Conditions for booking of Flat in VIVANTE at Noida-U.P.

## **1. BOOKING**

- 1.1 Mere submission of application for booking of flat does not automatically confer allotment.
- 1.2 The allotment shall be communicated in writing which shall remain provisional till the Allotment Letter is duly executed between the Applicant and the Company.
- 1.3 The Applicant shall specifically indicate the preference of the flat booked and said preference shall not be allowed to be changed. However company may at its sole discretion entertain a request for change of category if the flat(s) are available in the desired category
- 1.4 If the change of category is allowed by the Company the same shall not be final unless difference amount along with the interest as payable, has been duly paid by the Applicant.
- 1.5 The booking amount / earnest money payable along with the application for booking shall be 10% of the Basic Cost of the Flat.
- 1.6 The outstation cheque for the booking amount shall not be accepted

## **2. REGISTRATION CHARGES**

All the costs relating to stamp duty and other incidental charges as applicable for registration of Sub-Lease Deed/ Conveyance Deed shall be paid separately by the Allottee(s) to the company before possession as and when demanded by the company.

## **3. PAYMENT**

- 3.1 Payment Plan as opted by Applicant shall not be allowed to be changed.
- 3.2 However, if the payment opted in Down payment plan is not made on time, the plan shall automatically be converted to other plan such as Flexi Plan or Stage wise Plan as per payment received (flow of payment) and the basic sale price of the apartment booked shall be revised accordingly.
- 3.3 Timely payment of the Sale price of the flat as per schedule is the essence of the Agreement.
- 3.4 No late installment shall be accepted beyond a period of One month from due date. Interest chargeable on late payment is 18% per annum.
- 3.5 All payments shall be made by way of cheque/D.D./Pay order in the name of the company.
- 3.6 Only those cheques which are issued from the A/c of the Applicant(s) shall be accepted.
- 3.7 Delayed payments made by the Applicant will first be adjusted towards the interest due and thereafter the balance will be adjusted towards the premium due.

## **4. SALE PRICE**

- 4.1 The Basic Sale Price (BSP) may vary at the discretion of the company at any time before acceptance of the application.
- 4.2 The Basic Sale Price (BSP) on confirmation of allotment shall remain fixed.
- 4.3 The Sale Price of the Flat shall not include the following:
  - a) Taxes, impositions of levies or duty, service tax as applicable, imposed by the local authorities for the sale/sub-lease of the said flat.
  - b) Cost of electrification charges for providing connections by the electricity board including any security amount demanded by the electricity board have been Provided tentatively. Any increase shall be on Allottee's account on pro-rata basis.
  - c) Individual Electric Meter Connection charges shall be extra as applicable
  - d) Charges for providing water and sewage connections by concerned authorities.
  - e) Any change in govt. taxation or levies shall be charged extra.
  - f) Any other charges as referred in the Allotment Letter.
- 4.4 Discount on Timely Payment-An Applicant/Allottee shall be entitled to a discount of Rs. 25000/- on the total price of the flat, if the Applicant/Allottee makes all their payment/dues on time without any default/delay.

## **5. SUPER AREA**

- 5.1 It is defined as the total built up area of the flat booked and shall also include walls, windows, balconies, projections etc., proportionate share of areas like staircase, common areas, lifts, walls and areas used/earmarked for installation of essential facilities like electrical sub stations, transformers, water tanks and other facilities.
- 5.2 The total built-up area of the flat may, during the course of construction, change marginally. If there is any change the Basic Sale Price of the flat may be increased or decreased depending upon the variation in the area/size of the flat.

## **6. POSSESSION**

- 6.1 The company assures that possession of the flats shall be handed over to the applicant(s) within 24 months from the date of start of construction of the respective phase(s) subject to reasons to force majeure
- 6.2 The company however, if compelled by reasons beyond control such as earthquakes, civil riots, or other circumstances of supervening impossibilities may extend the period of possession beyond the period specified above
- 6.3 The company shall neither pay any interest for the delay in handing over of possession for the aforesaid reasons nor the applicant(s) will be entitled to claim any compensation for delay.

## **7. EXECUTION OF AGREEMENT**

On acceptance of application along with booking amount / earnest money, the applicant shall be issued an allotment letter by the Company in the prescribed format and shall remain bound by the terms and conditions of the Allotment letter. Unless the Allotment letter is executed the booking shall remain provisional.

8. **CHANGE OF ADDRESS**: Applicant/Allottee shall promptly intimate the company about his change of address.

For-COMPANY

APPLICANT(S)

1 \_\_\_\_\_

2 \_\_\_\_\_

COMPANY

Gulshan Homz Private Limited  
Corp. Off.: 4, Dayanand Vihar, Main Vikas Marg Extn., Delhi-110 092 Telefax: 011-22375246 Email:info@vivante.co.in

APPLICANT(S)