

Application Form for GOVARDHAN VAS, "KRISHNA BHUMI"

Snowwhite Infrastructure Pvt. Ltd. Infinity Tower II, 3rd Floor, Plot A3, Block GP Sector – V, Salt Lake, Kolkata – 700091.

Contact No: 91-33-23572828

Email: booking@krishnabhumi.in

Photo - 2nd Applicant	Photo - 3rd Applicant
	Photo - 2nd Applicant

Dear Sirs, I/We would request you to allot me/us an Apartment at your "Krishna Bhumi" Project as per particulars given below:

Particulars	1st Applicant	2nd Applicant	3rd Applicant
Name of Applicant			
Father's/Husband's Name			
Date of Birth			
Permanent /Agreement Address			
Correspondence Address			
Occupation			
Designation			
Office Address			
Phone No. Res. & Office			
Mobile No.			
E Mail ID			
PAN No.			
Nationality			
Resi. Status:Resident/ Non Resident			
PIO/OCI (If NRI)			
Passport No.			
Planning for Home Loan: Yes/No			
Loan Amount:			

Site Office: **Snowwhite Infrastructure Pvt. Ltd.** C/o, The Akshaya Patra Foundation Chhatikara Road, Vrindavan - 281121 U.P. West Phone : 91-565-605-2829



Details of Unit Applied		
Unit Type	Studios/ 1 BHK/ 2BHK/ 3 BHK	
Unit No.		
Tower		
Floor		
Built-up Area of the Unit (in sq.ft)		
Super Built-up Area of the unit (in sq.ft)		
Built-up Area of Servant Room(in sq.ft) if opted		
Super Built-upArea of Servant Room (in sq.ft) if opted		
Apartment Cost	Amount (Rs.)	
Unit Price*		
Servant Room		
Total Apartment Cost		
Service Tax on Apartment Cost		
Total Apartment Cost (including Service Tax)		
Other Allied Charges**		
Club Membership Charges		
IFMS		
Electrification, DG set charges & EDC		
Electric meter connection charges, legal charges	Extra	
Total Other Allied Charges		

* This includes right to open/covered car park/two wheeler parking

** Service Tax: As applicable

***Maintenance Charges, Registration Charges, Stamp Duty, VAT, Other Govt. Levies & Taxes: As applicable

Terms & Conditions

- 1. All Payments to be made by DD/Cheque favouring, "Snowwhite Infrastructure Pvt. Ltd,".
- 2. The Booking amount being paid against this application is an expression of interest to purchase a unit in "KRISHNA BHUMI" and is not a confirmation of allotment.
- 3. If the cheque issued/paid by the applicant(s) towards the booking amount is dishonoured, then in such an event this application will become null & void ab initio and stands cancelled. The Applicant(s) shall have no claim, whatsoever, arising out of this application for allotment.
- 4. Registration Fee, Stamp Duty, Service Tax, VAT, EDC, and other Government Levies and taxes, will be based on the applicable rules/rates for the time being in force at the time of actual payment.



- 5. Club Membership Charges, Interest Free Maintenance Deposit, Electricity & Electric meter connection charges, Electrification, DG set charges, Legal fees and/or any other charges shall be payable in accordance with the demand raised from time to time or at the time of possession as the case may be in addition to the Unit Price as per Annexure A. Further, the applicant(s) shall require to pay monthly maintenance charges after possession and monthly club subscription as applicable.
- 6. If Booking is made through Power of Attorney, GPA document should be produced at the time of Execution of Agreement.
- 7. The applicant(s) understands that this Application and the terms herein is purely on tentative basis and the Company may at its sole discretion decide not to allot the Apartment in the Project and if allotted the Company will decide the final terms of allotment in variation of and/or in addition to the terms herein, which will be accepted by applicant(s) and the applicant(s) shall not have the right to raise any dispute and claim any right/title/interest on the acceptance of the Application and the terms of allotment. The final terms will be those as will be contained in the Agreement/documents of transfer to be executed in terms hereof.
- 8. Cancellation If the applicant is unable to proceed with the transaction or wishes to cancel the Application/allotment, an amount equal to 10% of total apartment cost plus any interest on the overdue amount till the date of cancellation in addition to any brokerage, if paid, shall be deducted as cancellation charges and the balance shall be refunded to the applicant after sale of the cancelled unit. The cancellation will however be subject to approval of the developer.
- 9. If the application is accepted by the Company, the Applicant(s) will be sent an intimation letter. Allotment Letter will be issued to the Applicant(s) on receipt of 25% of the Total Apartment cost. Further, Agreement for sale shall be executed on request of the Applicant(s) for the purpose of availing loan/funds from financial institutions/banks by the Applicant(s).
- 10. The Applicant(s) agrees that he shall pay the price of the said Unit and other charges calculated on the basis of Super Area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including area enclosed by its periphery walls including area under walls, columns, half the area of walls common with other Unit etc. which form integral part of the said Unit plus common area. Common area shall mean all such part/ areas in the said Project which the Applicant(s)/ Occupants of the said Unit shall use by sharing with other Applicant(s)/ Occupants of the said Project including entrance lobby, electrical shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, service areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.
- 11. The Applicant(s) hereby agrees and understands that the Residential Flat area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and he hereby gives his consent for change (decrease/ increase) in the area of the said Residential Flat, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Residential Flat, he shall pay for the initial 10% of increase in area at the rate of booking of the said Residential Flat and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Residential Flat, the amount received in excess over and above the total cost of the said Residential Flat based on the changed area, shall be refunded / adjusted at the booking rate by the Company to applicant(s) without protest and demur and without any interest thereon.
- 12. The Applicant(s) has examined the plans, designs and specifications of the Residential Flat and has agreed that the Company may apply for revision of the plan or usage of the Residential Flat or 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, including change in dimensions, area or number etc. of the Residential Flat.
- 13. The Company shall have the first lien and charge on the said Residential Flat for all its dues and other sums payable by the applicant to the Company. The applicant(s) may, at its own cost, expense and risk, arrange loan/ funds from any Bank/financial institutions to finance the purchase of the said unit. However, availability of Loan/approval of the Project by the Financial Institution is not a pre-requisite/condition precedent of the allotment of the said Residential Flat and the Applicant(s) hereby agrees to pay the sale consideration of the aforesaid Residential Flat according to the Payment Plan mentioned in Annexure-B, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal as an excuse for non-payment of further instalments/dues. The Company would not be a party, in any case whatsoever, for any defaults of repayment of above said loan/funds taken by the applicant(s) from bankers/Financers. The applicant(s) agrees that in case the applicant(s) opts for a loan arrangement with any financial institutions/bank, for the purchase of the Said Unit, the conveyance/sub lease of the Said Unit in favour of the applicant(s) shall be executed only upon the Company receiving "No Objection Certificate" from such financial institution /banks.
- 14. The Applicant(s) further agrees that in case he makes any payment towards the said Residential Flat from any third party account, then he shall ensure that there would be no claim by such third party in the said Residential Flat against the payment made from third party account and further agrees that the Company shall not be liable or responsible for any inter-transaction between such third party and the applicant(s) in any manner whatsoever. In the event, applicant (s)



makes any payment through any third party account then he hereby agrees to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue receipt of such payment made by the applicant(s) from third party account.

- 15. The Allotment to be made in terms hereof shall not be transferable. However, such transfer will be allowed only amongst family members (Father, Mother, Wife, Husband, and Son & Daughter) without any transfer fee before Allotment Letter is made. In case of transfer of Allotment to 3rd parties, 1st transfer will be free subject to receipt of 50% payment and also will be subject to prior written consent from the Company. 3% of the total apartment cost (on developer's price for the apartment at the time of transfer) will be charged from 2nd transfer onwards. Any change in the name (including additions/deletion) will be deemed as transfer for this purpose.
- 16. The Applicant(s) agrees to make punctual payments of the installments as laid down in Annexure B. Any delay beyond the due date will attract interest@18% p.a. for the period of delay. The Company reserves the right to cancel the application/allotment, if payment including interest so calculated is delayed beyond two months from the due date of payment. Consequences for cancellation will be as per Point 8.
- 17. The applicant(s) undertakes to comply with all the requirement and compliances of the Mathura Vrindavan Authority, the Ministry of Environmental impact Assessment (EIA), U.P. Pollution Control Board/Water commission and any other government rules and regulations laid down by State of U.P. or any other competent authority. The applicant(s) shall not use the said unit or permit the same to be used for any purpose other than the purpose as sanctioned by the prescribed Authority.
- 18. Before applying for allotment of Residential Flat, the applicant(s) has verified the terms/ conditions of provisional allotment and price of the said Residential Flat with other Companys in the vicinity and have fully satisfied himself about the terms, conditions, price of the said Residential Flat and nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per prevailing byelaws/guidelines of the Town and Country Planning Department, Lucknow, Uttar Pradesh, Mathura Vrindavan Development Authority or any other concerned authority and subsequent amendments thereof and has further understood all limitations and obligations in respect hereof. The Applicant(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority and/or other concerned Authorities in this regard to the Company.
- 19. That the applicant(s) has further agreed that all rights of ownership of land(s), facilities and amenities and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities. The staircases connecting the Ground Floor to Terrace are common service accessible to all the Unit holders. That applicant(s) will not encroach, occupy, alter or block the access to and from in such areas.
- 20. The Applicant acknowledges that the Company, as and when demanded by him/them, has provided all information & clarifications as required by the applicant and that he has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition and usage of the Project and the said Residential Flat (including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to the applicant or any other data except as specifically represented in this the Application for applying for allotment of the said Residential Flat.
- 21. The Applicant(s) agrees that the offer for allotment of the said Residential Flat and subsequent confirmation thereof (upon fulfilment of the conditions of the Allotment) shall be subject to the permissions granted by Town and Country Planning Department, Uttar Pradesh, Lucknow, Mathura Vrindavan Development and the usage of the said Residential Flat and construction thereon by the applicant shall be subject to approval of plan of the said Residential Flat by the Competent Authority as per zoning conditions, rules and regulations of Town and Country Planning Department, Uttar Pradesh, Lucknow, Mathura Vrindavan Development and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Residential Flat.
- 22. All statutory charges, taxes, VAT, cess, service tax and other levies demanded or imposed by the government or any other concerned authorities shall be payable proportionately by the applicant from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove the applicant hereby understands that VAT (if applicable) and Service tax shall be payable in accordance with his opted payment plan for payment of sale consideration of the said Residential Flat. If the applicant fails to disburse the instalment along with applicable VAT and Service tax of the sale consideration of the said Residential Flat in timely manner, in such eventuality, the unpaid service tax and VAT shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due instalments along with due VAT and service tax along with interest calculated @18 % per annum (or as applicable).
- 23. The applicant(s) agrees that if the completion of the Apartment is delayed for reasons of 'Force Majeure' the COMPANY SHALL NOT BE Liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions which inter-alia include delay on account of non availability of steel and/or cement or other building materials or water supply or electric power back up or slow down strike or due to dispute with the construction agency employed by the company or acute



shortage of labour, pollution clearance from the board, different approvals from Govt. Authorities, any legislation, order or rule or regulation made or issued by the Government or any other authority, if any matter approval permission, notices, notifications by the Competent Authority (ies)become subject of any suit/writ before a Competent Court, civil commotion, or by reason of war or criminal or enemy action or terrorist action or earthquake or any act of God or for any other reason beyond the control of the Company and in any of the aforesaid events, then the time period required for performance of its obligations shall stand extended. The Company also reserves the right to alter any other terms or conditions of allotment in the event of any such contingencies, as aforesaid, and if the circumstance is beyond the control of the Company, the company may defer or suspend the scheme for such period as it may consider expedient and the applicant agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the applicant for such delay or suspension.

- 24. Since it is a large Project, 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 applicant(s) must take the possession of his/her/their own unit as soon as it is made available to him for possession. The Applicant(s) should not be having any concern/issues and have no objection to the Company continuing with the construction of the remaining structures of the Project or other Buildings adjoining the unit sold to the applicant(s) and whether all the Common Facilities have been completed or not.
- 25. If the Applicant(s) has NRI/ PIO status or if he is a foreign national(s) then the applicant 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/ 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 further agrees that the Company will not be liable in any manner on such account.
- 26. The Company shall give possession of the prescribed unit within 36 months with 6 months extension from zero date. Zero date is defined as "6 months from the date of allotment or first piling work of tower concerned whichever is earlier".
- 27. In case of delay for reasons other than mentioned in Point 23, the Company shall pay @ Rs. 5/- Per Sq. ft per month to the applicant for the delayed period beyond the extended period provided that all due installments from the applicant were received in time.
- 28. The Applicant(s) shall have no objection in case the Company creates a charge on the project land and building 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 Flat to the applicant.
- 29. The applicant(s) shall get his complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in address and e-mail ID, 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 there from. The Applicant(s) hereby agrees that the Company shall not be liable / responsible to reply to any query received from any address/e-mail ID not being previously registered with the Company.
- 30. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at 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.
- 31. The Applicant(s) shall use/ cause to be used the said Residential Flat for designated residential purpose only. This is a condition precedent and non-compliance hereof may invite cancellation of allotment of the Residential Flat and forfeiture of the amount paid by the Applicant.
- 32. If any misrepresentation/ concealment/ suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the amount paid shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
- 33. The Applicant(s) before taking possession of the Residential Flat must clear all the dues towards the Residential Flat and have the Conveyance Deed for the said Residential Flat executed in his favor by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 34. The Applicant(s) shall be required to execute, a Conveyance Deed in such form as may be prescribed by the Company within 15 (fifteen) days of being required in writing to do so by the Company. Under the existing laws the stamp duty and the registration charges at the applicable rate is leviable on such agreements for sale. Such stamp duty and registration charges shall be payable wholly and exclusively by the applicant.
- 35. The Company has not authorized any broker/property agent/sales agent/ sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales agent/ sales organizer is not authorized to collect cash from the intending applicant(s). If the intending applicant(s) accepts any credit notes or any cash back schemes from the broker/property agent/sales agent/ sales organizer or gives cash to any broker/property agent/sales agent/ sales organizer, the Company is



not liable for the same and the intending applicant(s) shall do so at his/her own risk and cost.

- 36. All or any disputes arising out of or in relation to the terms of this Application Form including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Kolkata. Subject to Arbitration as referred above, the Courts at Kolkata shall have jurisdiction in case of any dispute.
- 37. The Personal details furnished above would be kept confidential.

DECLARATION

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/we gave sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Applications Form and paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but not limited to non- compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Residential Flat in relation to the said Residential Flat. If any other Person has signed this Application Form on behalf my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/Resolution etc.

I/We,applied.			(Name), request you to allot the Apartment
We, hereby, send	a sum of Rs	towards the bookin	g amount by Wire Transfer/ DD/ Cheque no,
dated	, Drawn on	Bank,	Branch, subject to the terms & conditions,

which we have read, understood and agreed.

Signature of 1st Applicant	
Signature of 2nd Applicant	
Signature of 3rd Applicant	

Date:

Place:

Booked by:

Name of the Broker/ Property Consultant	
Address of the Broker/ Property consultant	
Mobile No. & e-mail id	
Signature of the Broker/ Property Consultant with Date	

Please affix your company stamp/seal



Annexure - A

Price List - Apartment

Sl No.	Туре	Built Up Area (sq.ft.)	Super Built Up Area (sq.ft)	Unit Price (Rs.)
1	D - 3BHK	1350	1800	
2	E - 2BHK	1130	1507	
3	F - 1BHK	764	1019	
4	G - Studio	486	647	
5	Servant Room (optional)	81	108	

Notes:

- 1. Booking amount is 10% of the Apartment Cost.
- 2. All payments to be made by DD / local cheque favoring the Company M/s Snowwhite Infrastructure (P) Ltd..
- 3. Booking is subject to realization of cheques.
- 4. The Other charges Stamp duty, Registration fee, Taxes, Government levies etc, are based on the current applicable rules/rates and may vary at the time of actual payment. The said expenses/charges shall be paid by the applicant as applicable on the date of Registration of the Sale deed.
- 5. Onetime payment Club membership fees Rs. 1,50,000/- (optional for Apartments and compulsory for villas); Electric Line, DG set & EDC@ Rs. 150/- sq.ft; IFMS @ Rs. 20/- per sq.ft and legal charges, electric meter connection charges are to be paid at the time of possession.



Annexure - B

Payment Plan - Apartment I - Construction Linked Plan

On Application	10 % of the total Apartment cost + ST
45 days from the date of application	15 % of the total Apartment cost + ST
On completion of Basement Roof Slab	10 % of the total Apartment cost + ST
On completion of 2nd Floor Slab	10 % of the total Apartment cost + ST
On completion of 4th Floor Slab	10 % of the total Apartment cost + ST
On completion of 6th Floor Slab	5 % of the total Apartment cost + ST
On completion of 8th Floor Slab	5 % of the total Apartment cost + ST
On completion of 10th Floor Slab	5 % of the total Apartment cost + ST
On completion of 12th Floor Slab	5 % of the total Apartment cost + ST
On completion of Brick work	5 % of the total Apartment cost + ST
On completion of Electric/Plumbing Work	5 % of the total Apartment cost + ST
On completion of Flooring	5% of the total Apartment Cost + ST
On completion of Painting	5 % of the total Apartment cost + ST
At the time of Possession	5% of the total Apartment cost + Club Membership Fees+ Admin & Legal Charges+ IFMS+ Electrification, DG Set charges & EDC+ Electric Connection meter charges + Stamp Duty + Registration Charges + Service Tax as applicable +VAT as applicable + Other Deposits Taxes & Charges

II - Flexi Plan

On Application	50 % of the total Apartment cost + ST
At the time of Possession	50% of the total Apartment cost + Club Membership Fees+ Admin & Legal Charges+ IFMS+ Electrification, DG Set charges & EDC+ Electric Connection meter charges + Stamp Duty + Registration Charges + Service Tax as applicable + Other Deposits Taxes & Charges

III - Down Payment Plan

On Application	95~% of the total Apartment cost + ST
At the time of Possession	5% of the total Apartment cost + Club Membership Fees+ Admin & Legal Charges+ IFMS+ Electrification, DG Set charges & EDC+ Electric Connection meter charges + Stamp Duty + Registration Charges + Service Tax as applicable + Other Deposits Taxes & Charges

Notes:

- 1. Transfer fee : 1st transfer free, subject to 50% payment
- 2. 3% of the Total Apartment cost will be charged from 2nd transfer onwards (on developer's price for the apartment at the time of transfer)
- 3. 18% p.a. interest for late payment will be applicable.