



HI-TECH BUSINESS PARK & OFFICES



"NX-BYTE"

PLOT NO.17, PROJECT KNOWN AS "NX ONE" SECTOR-TECHZONE-IV, GREATER NOIDA (WEST)
(APPLICATION FORM FOR IT/ITES OFFICE SPACE)

Application for Allotment of IT/ITES Office Space in "NX-BYTE" Plot No.17, Project Known as "NX ONE" Sector-Techzone-IV, Greater Noida West, Gautam Budh Nagar, U.P.

Date	IT/ITES Office Space No.	Customer Code No.

To,
M/s S.P. Sai IT Pvt. Ltd.,
C 26, Sector - 67,
Noida, 201301.

Please affix
Passport Size
Photograph

Please affix
Passport Size
Photograph

Re: Application for the Allotment of IT/ITES Office Space in "NX-BYTE" Plot No.17, Project Known as "NX ONE" Sector-Techzone-IV, Greater Noida West, Gautam Budh Nagar, U.P.

Dear Sir,

I request that I may be considered for allotment of a IT/ITES Office Space in the "NX-BYTE" herein "SAID COMPLEX" (situated at Plot No.17, Project Known as "NX ONE" Sector-Techzone-IV, Greater Noida West, Gautam Budh Nagar, U.P. I opt to pay the total sale price of the IT/ITES Office Space, as per Payment Schedule enclosed herewith.

I remit herewith a sum of Rs.

(Rupees.....

only) by Cash/DD/Cheque/RTGS vide its No.....Dated.....

Drawn on..... favoring

M/s S.P. Sai IT Pvt. Ltd. collection A/c

In the event of the Company agreeing to allot me/us a IT/ITES Office Space, I agree to pay the balance installments of total sale price and other charges as per terms & conditions of the allotment herein contained, as per Payment Schedule attached herewith. I have read and understood the terms & conditions of the allotment and agree to abide by the same. I also agree to execute the standard Allotment Letter, containing terms & conditions, as and when called upon by the Company.

If, however, I fail to pay instalments as per the payment schedule, or execute the Allotment Letter, as aforesaid, within the period notified by the Company, the Company shall be entitled to treat this Application/Allotment Letter as cancelled, and forfeit the Earnest Money for which I shall raise no objection in any manner.

I agree that the acceptance of my application do not entitle me to any right in a IT/ITES Office Space until the Allotment Letter is executed and all payments towards total sale price and other charges, in full, have been paid by me on or before the due dates.

I further agree that I/we shall abide by the terms and conditions of the Company that are in force or that may be brought in to force from time to time, for allotment of the IT/ITES Office Space.

My particulars are given below:

FOR SOLE OR FIRST APPLICANT

Applicant's Name	
Father's/Husband's	



Date of birth			Nationality		
Qualification			Profession/Occupation & Designation		
Permanent Address & Fax No.					
Correspondence/ Local Address					
Telephone Nos.	Residence		Office		Mobile
Email Address			Passport No		
Marital Status (Tick one)	Married		Single		No. Of children
Resident Status (Tick one)	Resident		Non – Resident		Pan no.*/ Ward Circle No

* Attach Form 60 or 61, as the case may be, if PAN is not available

CO-APPLICANT

Co-Applicant 's Name					
Father's/Husband's					
Date of birth			Nationality		
Qualification			Profession/Occupation & Designation		
Permanent Address & Fax No.					
Correspondence/ Local Address					
Telephone Nos.	Residence		Office		Mobile
Email Address			Passport No		
Marital Status (Tick one)	Married		Single		No. Of children
Resident Status (Tick one)	Resident		Non – Resident		Pan no.*/ Ward Circle No

* Attach Form 60 or 61, as the case may be, if PAN is not available

FIRMS/SOCIETIES/TRUST/OTHERS

Name of the Firm/Society/Trust			
Registration No. (if registered) With date			
Registered Office/ Office Address			
Correspondence Address			
Telephone Nos.	Office		Fax
Email	Pan No/ Word Circle		
Name Father's/Husband's Name of the Authorized Signatory			
Address of Authorized signatory with Phone No.			

FOR COMPANIES

Name of the Company			
Date of Incorporation		CIN No.	
Registered Office			
Correspondence Address			
Telephone Nos.	Office		Fax
Email	Pan No/ Word Circle		
Name Father's/Husband's Name of the Authorized Signatory		Mobile No of the Authorized Signatory	
Address of Authorized signatory			



I enclose 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 (in case of company).
- (iv) Copy of Partnership Deed/Authority Letter/Resolution (in case of firm/society/trust).
- (v) Copy of Passport & Details of NRE/NRO/FCNR Account.

BANK DETAILS

Name of The Bank		Branch Address	
Account No		RTGS/IFSC CODE	

PARTICULARS OF THE PROPERTY:

Block	Floor	IT/ITES Office Space No.	Super Area (in sq. ft.)

Cost Details

A. Basic cost	Rate Per Sq. Ft. (in Rs.)	Amounts (in Rs.)
1. Cost on super area basis		
2. Corner PLC		
3. Park/Road Facing PLC		
4. Floor PLC		
	Total (A)	
B. Other Charges		
1. EDC/IDC/FFC		
2. Car Parking		
3. Club		
4. Power Backup (2KVA) Mandatory		
5. Lease Rent		
6. Interest Free Maintenance Security (IFMS)		
	Total (B)	
	Total (A+B)	

(Rupees _____)

Service Tax Chargeable as per norms.

Payment Plan opted

(1) Construction Linked Payment Plan ☐

(2) Down Payment Plan ☐

(4)

COMPANY

APPLICANT(S)

Nominee

Name		Relationship	
Address			

Booking Through _____

Declaration

I, the above applicant, do hereby declare that the above particulars/information given by me, are true & correct and nothing has been mis-represented/concealed therefrom. I have read and signed all pages of this Application form and payment schedule and agree to abide by the same.

First/Sole Applicant	Name		Signature	
Co-Applicant	Name		Signature	
	Date		Place	

NOTES

- The IT/ITES Office Space booking price shall be firm.
- Prices indicated above are subject to revision from time to time at the sole discretion of the Company.
- Prices, terms and conditions stated herein are not exhaustive, and have been indicated merely to apprise the Applicant.
- All payments are to be made by Demand Draft/Pay Order/Cheque only drawn in the favour "M/s S.P. Sai IT Pvt. Ltd." payable at New Delhi/NCR.
- In case the cheque comprising Booking amount is dishonored given at the time of submitting the application, due to any reason whatsoever, the Company, at its sole discretion, may treat the application for allotment of the IT/ITES Office Space as cancelled without giving any notice to the applicant(s).
- In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing and applicable shall be the responsibility of the Applicant.

Signature of the Applicant (s)

FOR OFFICE USE ONLY

Receiving Officer		Receiving Date			
Booking Amount (Rs)					
Signature of Receiving Officer		Checked by		Approved by	



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

The Applicant will be allotted the IT/ITES Office Space on the following terms and conditions, and these terms and conditions shall be comprehensively set out in the Allotment Letter. The following terms and conditions are thus indicative in 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 & conditions set out in this application, singular includes plural and masculine includes the feminine gender.

1. The Applicant has applied for allotment of IT/ITES Office Space with full knowledge of all the laws/notifications and rules applicable to the area in general and in respect of the Said Complex in particular, which have been explained by the Company and understood by him.
2. The Applicant has fully satisfied himself about the interest and the title of the Company in the land on which the Said Complex is constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by him in this respect.
3. The Applicant agrees that he has applied for allotment of an IT/ITES Office Space with full knowledge as to the specified use of the same, which shall only be for IT/ITES activities which has been explained by the Company and understood by him and as per the norms & condition of lease deed dated _____.
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 of GNIDA. The Company may affect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the IT/ITES Office Space, floor, block, number of IT/ITES Office Space, location and increase/decrease in the number of car parking slots allotted to the Applicant. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company's 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. The Applicant shall be liable to pay the total sale price and other charges for the purchase of the IT/ITES Office Space as per the payment schedule attached herewith as opted by him. The Company has calculated the total price payable by the Applicant for the IT/ITES Office Space on the basis of its super area, which comprises of the IT/ITES Office Space area together with the proportionate cost of providing common areas and facilities in the Said Complex. Super Area means and include "the entire covered built-up area of the IT/ITES Office Space inclusive of area under periphery walls, area under columns and wall within the said IT/ITES Office Space, areas of the common wall with other adjoining IT/ITES Office Space, terraces etc. within the said IT/ITES Office Space plus proportionate share of area utilized for common areas and facilities, overhead/underground water tank, guard room, pump room, electrical sub-station, lifts at all levels, stair Case etc., for the said building/Said Complex".
6. It shall be an essential condition of allotment that the Applicant agrees and undertakes to use the Said Unit only for IT/ITES 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.
7. The rate mentioned in this Application is inclusive of the cost of providing (i) basic electric wiring in each IT/ITES Office Space, and,)ii(fire fighting equipments in the common areas as prescribed in the existing fire fighting code/regulations in the Said Complex. If, however, due to any subsequent legislation/Govt. 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 area, as may be determined by the Company in its absolute discretion.
8. The earnest money for the purpose of this application and Allotment Letter shall always be 20% of the total sale price and preferential location 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 conditions of allotment/transfer stipulated including non-payment of total sale price/other charges herein provided or as set out in the 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.
9. 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 this application/allotment. In case, the Applicant fails to make the payments, as aforesaid, the Applicant shall be liable to pay interest thereon @ 24% compounded monthly from the due date of the installment/payment till the date of actual payment. In case, the Applicant fails to make the payment with interest as aforesaid within a period of 30 days from the said due date, the Company shall have the right to cancel the booking/allotment and forfeit the Earnest Money and the Applicant shall be left with no right in the IT/ITES Office Space. In such case, the earnest money paid will stand forfeited and the balance amount, if any, will be refunded, without any interest/compensation, and such refund shall be made only once the IT/ITES Office Space is re-allotted/sold to any other person(s) and out of the consideration received there from.

10. For the purposes of this Application, "Common Areas and Facilities" means and includes;
 - (i) the land on which the Said Complex is located and all easements, rights and appurtenances belonging to the land and the Said Complex,
 - (ii) the foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, stairs, stair-way, and entrances and exits of the Said Complex;
 - (iii) installations of common services such as power and light;
 - (iv) the elevators and ducts and in general all apparatus and installations existing for common use including electrical and fire shafts, services ledges on all floors;
 - (v) circulation area, service areas including but not limited to, machine room, stores etc., architectural features, if provided and security control rooms;

"Limited common areas and facilities", means those common areas and facilities within the Complex earmarked/reserved including car parking spaces, storages etc. for use of certain IT/ITES Office Space or IT/ITES Office Space to the exclusion of the other IT/ITES Office Spaces.
11. The Company shall handover possession of the IT/ITES Office Space, as mentioned in the Payment Schedule, subject to timely payment(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 Office Space within the said period and shall commence the business activities relating to its use for which the said IT/ITES Office Space is allotted. In the event of failure of the Applicant to take possession of IT/ITES Office Space, the Applicant shall become liable to pay holding charges @ Rs.7/- per sq. ft. per month of the Super Area of the Said Unit for the period of further delay or at such rate as may be determined by the Company, in addition to maintenance charges.
12. The Applicant shall be liable to 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.
13. 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. In addition, a sinking fund may be created and will be paid extra by the Intending Applicant.
14. The total price does not include the cost of interior finishing of the IT/ITES Office Space like, electric wiring, electrical fittings, fixtures, air conditioning, fans, tube-lights, MCB, internal fire safety measures, interior work etc. which shall be done by the Applicant at his own costs & expenses.
15. The Company has provided necessary basic amenities/facilities such as electricity, power back-up etc. to the Applicant & shall recover from the Applicant the cost of supply & installation of such equipment/facilities on the basis of standard electrical load. All charges payable to various department for obtaining services connections to the IT/ITES Office Space like electricity including security deposits for sanction and release of such connection pertaining or incidental thereto will be payable by the Intending Applicant.
16. Any charges, levies, taxes or fee, in whatever the 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 only on pro-rata basis.
17. In case of kind of levy or charges on account of development of any nature in the Said complex 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 the Applicant on pro-rata basis and be payable to the Company on demand.
18. The Applicant shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Allotment Letter and 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.
19. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Applicant to get the name of his/her nominee(s) substituted in his/her place subject to such terms and conditions and charges as the Company may levy. However, such permission shall be granted subject to the payment of 40% of the total sale consideration by the Intending Applicant, along with interest, if any, as per the Payment Plan. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
20. In case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Intending Applicant(s)

21. The Applicant shall inform the Company in writing any change in the mailing address mentioned in this application failing which all demands, notice etc, shall be mailed by the Company to the address given in this application and the same shall be deemed to have been received by the Intending Applicant. In case of joint Applicants, all communication shall be sent to the first named Applicant in this application.
22. The possession of the IT/ITES Office Space will be given after execution of Sub-Lease Deed only. All charges, expenses, stamp duty, registration fee and legal and incidental expenses etc., as the then applicable, towards Sub-Lease Deed, including documentation will be borne and paid by the Intending Applicant.
23. The Applicant shall be entitled to use the IT/ITES Office Space for which application is made, and shall not use the same or cause the same to be used for any other purposes, which is not specifically permitted by the Company/Indian Law.
24. The Applicant agrees that the sale of the IT/ITES Office Space of the project is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion, or by reason of war, or enemy action or earthquake or any notice, order, result or notification of the Government and/or any other public or competent authority for any other reasons beyond the control of the company and in any of the aforesaid of the said premises on account of force majeure circumstances.
25. And company shall neither pay any interest for delay in handing over of possession for the aforesaid reasons nor the applicants(s) will be entitled to claim compensation of any nature whatsoever for the period of delay.
26. 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.
27. Charges for individual dual prepaid electric meter which include security + Meter cost + Panels/cables from sub-station to Feeder Pillar + MC's and cable to the respective IT/ITES Office Space and their connection charges are payable prior to possession of IT/ITES Office Space.
28. The stamp duty, registration charges, legal and incidental expenses and service tax to be paid extra as applicable. Electric/water connection charges are payable extra.
29. This application is subject to a lock-in period of thirty (30) days from the date of signing of this application form and after thirty (30) days this application shall automatically be rejected, if allotment is not done with sole discretion of the Company.
30. The Courts at Gautam Budh Nagar alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement.

I have fully read and understood the abovementioned terms and conditions and agree to abide by the same. I understand that the terms and conditions given above are of Indicative in nature with a view to acquaint me generally with the terms and conditions as comprehensively set out in the IT/ITES Office Space Allotment Letter.

Place: _____

Date: _____

Signature of Applicant

Company

Signature of Co-Applicant



SP SAI IT Pvt. Ltd.

Corporate office: C 26, Sector - 67, Noida 201301.

Site Office: Plot No -17, Tech Zone – IV, Greater Noida (west), U.P.

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