

NXONE-ARK

Application Form

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SP SAI I.T. PRIVATE LIMITED
CIN No. U72900DL2008PTC176808
(RERA ID: UPRERAPRJ_____)

**APPLICATION FOR ALLOTMENT OF IT/ITES UNIT IN 'NXONE-ARK' AT GREATER
NOIDA (WEST), GAUTAM BUDDHA NAGAR, UTTAR PRADESH**

Dear Sir/Ma'am,

I / we, the undersigned, apply for provisional allotment of IT/ITES unit tentatively admeasuring carpet area of__sq. mtrs. (__sq. ft.), having a super area of_____sq. mtrs.(_____sq. ft.) and having a Built-up area of _____ sq. mtrs. (__sq. ft.) ("**Unit**") in your Project namely "**NXONE-ARK**" ("**Project**") being developed and constructed under lawful arrangements by **SP SAI I.T. Private Limited** ("**Developer/Company/Promoter**"), a company registered under the Companies Act, 1956 and having its corporate office at Plot No. 17, Tech Zone IV, Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh- 201306.

In the event of you agreeing to allot the said Unit, I/we agree and undertake to abide by the basic terms and conditions attached to this application form and being part thereof and also agree to sign and execute, as and when desired by the Promoter, the Allotment Letter and / or the Agreement for Sale (hereinafter referred to as "**Agreement**") on the Promoter's standard format and I/we shall accept the specification pertaining to the said Unit and shall pay the Total Price of the said Unit inclusive of Basic Sale Price, Preferential Location Charges, Additional Cost, Government Levies/ Taxes, Maintenance Deposit, applicable Stamp Duty and other charges etc. as and when demanded by the Promoter. I / we hereby remit a sum of Rs. _____ /- (Rupees _____ only) vide Bank Draft/ Cheque No. _____ dated _____ drawn on _____ towards part booking/ booking money for allotment of said Unit.

I/we am/are aware that the said Project has been registered as a 'Real Estate Project' under the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and Real Estate (Regulation and Development) Rules for the state of Uttar Pradesh ("**Rules**"). The Uttar Pradesh Real Estate Regulatory Authority ("**U.P. RERA**") has duly issued the certificate of registration bearing no. UPRERAPRJ_____ dated _____ for the said Project ("**RERA Certificate**") and the details of the said Project and other related documents and approvals from the concerned development Authority are mentioned on U.P. RERA's website.

I/ we clearly understand this application form does not constitute an Agreement and I/ we do not become entitled for the allotment of said Unit. Notwithstanding the fact, the Promoter may have issued a receipt in acknowledgement of the money tendered with this application form. It is only after I/we sign and execute the Agreement/ Allotment Letter, Addendum to the Agreement/ Allotment Letter, if any will be binding upon the Promoter. If, however, I/we cancel/ withdraw this application form or I/we fail to sign/ execute and return signed Agreement/ Allotment Letter within 30 days from its dispatch by the Promoter or I/we fail to sign/ execute and return signed Agreement and get the same registered as per instructions from the Promoter, then the Promoter may at its discretion treat my/our application as cancelled and the part booking/ booking money paid by me/us shall stand forfeited.

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I/we further agree to pay the instalments and additional charges/ cost as per the Payment Plan (opted by me/us), as shown in the Price List and/or as stipulated / demanded by the Promoter, failing which the application / allotment shall stand cancelled and the part booking/booking amount/earnest money paid along with interest shall stand forfeited. My / our particulars are given hereinafter.

[If the Applicant is a Company]

(CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____,
(PAN No. _____), represented by its authorised signatory namely _____, (Aadhaar No. _____) duly authorised vide board resolution dated _____.

OR

[If the Applicant is a Partnership Firm]

a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ (PAN No. _____), represented by its authorised partner namely _____, (Aadhaar No. _____) authorised vide _____.

OR

[If the Applicant is an Individual]

SOLE OR FIRST APPLICANT

Mr. / Ms. _____,

(Aadhaar No. _____) (Photocopy attached)

S/o/W/o/D/o _____,

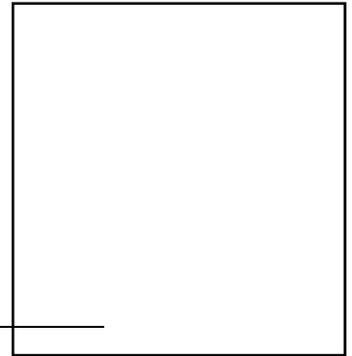
(PAN No. _____), D/O/B ____/____/____

Status: Resident/Non-Resident/Person of Indian Origin _____

Business/ Profession _____ Nationality _____,

Purpose: Self-use _____ Investment for leasing _____ investment for resale _____

Mailing Address:



Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

OR

[If the Applicant is HUF]

Mr. _____, (Aadhaar No. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Undivided Family known as _____ HUF, having is place of business / residence at _____, (PAN No. _____).

Mailing Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

Permanent Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

Office Name and Address:

Tel. No. _____ Fax No. _____ Mobile No. _____
Email ID _____

BROKER DETAILS

I/we hereby undertake and declare that I/we approached _____ (RERA Agent bearing No. UPRERAAGT _____) for applying for the allotment of a unit in the Project namely 'NXONE-ARK' and the said RERA Agent has undertaken to discharge all the liabilities as per the provisions of the RERA Act, 2016 and the rules and regulations made thereinafter.

UNIT DETAILS:

Unit bearing No. _____ in NXONE-ARK on _____ Floor.
Carpet Area of approx. _____ sq. mtrs. (_____ sq. ft)
Super Area of approx. _____ sq. mtrs. (_____ sq. ft)

UNIT PRICE: As per breakup below:

S. No.	Price Description	Amount in Rs.
A	Basic Sale Price	
B	PLC	

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C	Car Parking (Allotted / Not Allotted)	
D	Sale Consideration (A+B+C)	
E	Goods and Service Tax (GST)	
F	Basic Sale Consideration (D+E)	

Note:- Apart from above mentioned Basic Sale Consideration, I /We undertake to pay the other and possession charges including but not limited to the list mentioned herein above as per applicable rates prevailing from time to time at the time of offer of possession.

Other charges: As per breakup below:

S. No.	Price Description	Amount in Rs.
A	Lease Rent	
B	Development Charges	
C	Interest Free Maintenance Security Deposit (IFMSD)	
D	Power Backup (_____ per KVA) (Mandatory)	
E	Club Membership Charges	
F	Charges (A+B+C+D+E)	
G	Goods and Service Tax (GST)	
H	Total Charges (F+G)	

Note: Other charges including but not limited to CAM charges, FTTH, Water connection charges, IGL charges, Electrical Infra Development Charges, IGL Infra Development Charges will be levied at the time of offer of possession as per applicable rates.

PAYMENT PLAN:

1. Down Payment Plan
2. Construction Linked Plan
3. Special Payment Plan

TERMS AND CONDITIONS:

1. I/we have applied for allotment of a IT/ITES unit (hereinafter referred to as **“said unit”**) in the Project namely **“NXONE-ARK”**, being developed and constructed under lawful arrangements by **SP SAI I.T. Private Limited**, a company registered under the Companies Act, 1956 having its corporate office (hereinreferred to as **“Developer/Company/Promoter”**) on plot of land having area admeasuring 6182.13 sq. mts. bearing plot no. 17, Tech Zone IV, Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh approved by Greater Noida Industrial Development Authority (GNIDA) and leased to the Promoter from GNIDA vide Lease Deed dated 28.12.2011 which is registered in the office of the Sadar, GautamBuddha Nagar, vide document no. 25002 dated 28.12.2011. (hereinafter referred to as said **“Land”**).
2. Notwithstanding anything contained herein in this Application Form, I/we understand that my/our application will be considered as valid and proper only upon realization of the amount tendered along with this Application Form.
3. Before applying for allotment of said unit, I/we have verified the terms/conditions of allotment and price of the said unit with other developers in the vicinity and have fully satisfied myself/ ourselves about the terms, conditions, price of the said unit and nature of rights, title, interest of the Promoter in the said Project which is being developed/ constructed by the Promoter as per prevailing byelaws/guidelines of the connected concerned competent authority (hereinafter referred to as **“said Authority”**) and subsequent amendments thereof and has further understood all limitations and obligations in respects thereof. I/we further agree and undertake to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by said Authority.
4. I/we acknowledge that the Promoter, as and when demanded by me/ us has provided all information & clarifications as required by me/us about the said Project and that I/we have relied on data/matter/things as specially represented in this Application Form and on my/our own judgment and investigation(s) for applying for allotment of the said unit.
5. I/we understand and agree that the Promoter may make any changes to the approved layout plan, sanctioned plan of the said Project and the nature of amenities in the term of the said Act. The Promoter is entitled to make such additions or alterations as may be required by me/ us or such changes and alternations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.
6. In case where the Promoter proposes for a revision in layout plan of the Project and thereupon my/our said Unit becomes or ceases to be in a preferential location, then the Promoter shall either refund (without any interest thereof) or adjust preferential location charges which I/we hereby agree to pay/have refund/have adjusted in last instalment as stated in the payment plan opted by me/us.
7. I/we agree that the amount paid with the application form and in instalments as the case may be to the extent of 10% of Total Consideration of the said unit shall collectively constitute the booking amount.
 - (i) I/we understand and agree with the payment plan opted by me/us and I/we further agree that timely payment of instalments of Total Basic Consideration and allied/ additional cost, Govt. levy etc. pertaining to the said unit is the essence of the terms of the booking. I/we agree to

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make all the payments within time as per the terms of schedule of payments as mentioned in **Annexure-A** and/or as may be demanded by the Promoter from time to time and I/we agree that the Promoter is under no obligation to send demand/reminders for payments. I/we understand and agree that in case I/we fail to make payment for a period of thirty (30) days from the date of demand made by the Promoter as per the payments plan annexed hereto despite having been issued notice in that regard, I/we shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the said Act and Rules thereof.

- (ii) In case I/we fail to make payments for a period beyond 30 (thirty) days after notice/ reminders being served by the Promoter in this regard, I/we hereby authorize the Promoter to cancel the allotment of the said unit and forfeit out of the amount paid by me/us, the earnest money as aforementioned together with any interest and instalments, interest on delayed payments due, brokerage, dealer commission, GST etc. The amount, if any paid over and above the earnest money, interest on delayed payment due, brokerage, dealer commission, GST etc. shall however be refunded to me/us or financial institution, as the case maybe by the Promoter without any interest after compliance of certain formalities by me/us or financial institution, as the case may be, by the Promoter without any interest after stand terminated and I/shall be left with no right, title, interest, lien etc. on the said unit.
8. I/we hereby understand that I/we shall have a right to cancel/withdraw my/our allotment in the Project. In case, I/we propose to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall be entitled to forfeit earnest money/booking amount, interest on delayed payment due, brokerage, dealer commission, GST etc. paid for the allotment and balance amount if any, will be refunded without any interest within 120 days.
9. The building plans are tentative and the Promoter may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Promoter, the Concerned Authority, any other Local Authority or Body having jurisdiction. The Promoter can construct additional floor on the already approved tower without changing the layout and no NOC/consent for such purpose shall be required to be taken from the us.
10. The cost of Stamp Duty for registration of Conveyance Deed/ Registry, registration charges/fee, miscellaneous expenses and advocate legal fees/charges shall be borne by us/we only from the concerned lawyer/advocate appointed by the Promoter.
11. I/we shall name a nominee in the agreement or in any other communication, who will be responsible to administer the said unit, in case of my/our death.
12. I/we agree that in case we failed to abide by the terms and conditions mentioned under this Application Form or fails to execute the Agreement for Sale as and when intimated by the Promoter, the Promoter has the right forfeit the amounts mentioned hereunder plus the Promoter will be liable to charge an amount of Rs. _____/- as admin cost plus applicable GST.
13. I/we agree that the any TDS amount to be paid against the payment to the Promoter as per the agreed payment plan will be my/our responsibility and I/we further undertake to submit the copy of TDS certificate to the Promoter against each and demand as and when required by the Promoter.
14. I/we undertake and agree to pay the additional charges of Rs. _____/- plus applicable GST against the addition/deletion/inter-change in name of the applicant(s)/ allottee(s), as the case may be.

15. In case of NRI applicants, the observance of the provisions of Foreign Exchange Management Act, 1999 or any other law as applicable shall be the responsibility of intending Applicant.
16. I/we confirm that all correspondences with me/us should be done by the Promoter in the name of the first applicant and any notices /letters/email sent by the Promoter to the first applicant shall be valid intimation to all the Applicants regarding the contents therein.
17. I/we shall not assign or transfer my/our rights or obligations under this Application Form without the prior written consent of the Promoter.
18. All or case of any dispute or claim arising out of or in connection with or relating to this Application Form, the Parties shall attempt to first resolve such dispute or claim amicably. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date of reference of such dispute or claim, such dispute or claim shall be referred to a sole arbitrator appointed by the Promoter. The arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any amendment or modification made there under from time to time. The arbitration proceedings shall be conducted in the English language and the place of arbitration shall be New Delhi and the decision of the arbitral tribunal shall be final and binding upon all the Parties and the Parties agree to be bound thereby and to act accordingly.

DECLARATION

I/we declare that the above terms and conditions have been read/understood and the same are acceptable to me/us. I/we have sought detailed explanations and clarifications from the Promoter and the Promoter has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the booking amount for the allotment. I/we further undertake and assure the Promoter 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 claim under this application against the said unit. If any other persons have signed this application form on my/our behalf, then he shall be presumed to be duly authorized by me/us through proper Authorization/ Power of Attorney/ Resolution etc.

Name of Applicant

Signature of Applicant

**ANNEXURE-A
DOWN PAYMENT PLAN**

CONSTRUCTION LINKED PAYMENT PLAN

TYPE-1

TYPE-2

SPECIAL PAYMENT PLAN

DECLARATION:

I/we undertake that I/we have opted _____ payment plan from the options available by the Promoter. I/we further undertake to abide by the said payment plan and will make payments as per the same.

Name of Applicant

Signature of Applicant

