

“KDMG CENTRAL PLAZA”

Application for Allotment of Shop / Office / Store Space in “KDMG Central Plaza” Greater Noida (West), Gautam Budh Nagar

<u>Application No.</u>	<u>Date</u>	<u>Shop / Office / Store No.</u>

**To,
M/s Analox Town Planners Pvt. Ltd.
Khasra No. 55 & 56, Situated Near to Site-C
Residential Pocket, Near Tilapta Chowk,
Greater Noida (West), District – Gautam Budh
Nagar, Uttar Pradesh**

Please affix
Passport Size
Photograph

Please affix
Passport Size
Photograph

Re: Application for Allotment of Shop / Office / Store in “KDMG Central Plaza” situated at Greater Noida (West), Gautam Budh Nagar.

Dear Sir,

I/we request that I/we may be considered for allotment of a Shop / Office / Store in the “**KDMG Central Plaza**”(herein “**Said Complex**”), to be developed by **M/s Analox Town Planners Private Limited** (herein “**Company**”) on a Plot No. X, Khasra No. 48, Trilokpuram Greens, Site-C Residential Pocket, Near Tilapta Chowk, Greater Noida (West), District – Gautam Budh Nagar, Uttar Pradesh. I/we opt to pay the basic sale price along with Additional charges of the Shop / Office / Store, as per the stipulated plan.

I/we remit herewith a sum of **Rs. _____/- (Rupees _____ only)** by Cash/DD/Cheque vide No. _____ Dated _____ Drawn on _____ Bank, in favor of **M/s Analox Town Planners Private Limited** being the Booking Amount for allotment of a Shop / Office / Store, on account of Earnest Money.

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

If, however, I / we fail to pay installments 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 / the Allotment Letter as cancelled, and forfeits the Earnest Money for which I/We shall raise no objection in any manner.

I/we agree that the acceptance of my/our application do not entitle me/us to any right in a Shop / Office / Store until the Allotment Letter is executed and all payments towards basic sale price and Additional charges, in full, have been paid by me/us on or before the due dates.

I/we 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 Shop / Office / Store.

My/our particulars are given below:

Applicant.....

Co-Applicant.....

FOR SOLE OR FIRST APPLICANT

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

CO-APPLICANT

Co-Applicant's Name							
Father's / Husband's Name							
Date of birth				Nationality			
Qualification (s)				Profession / Occupation & Designation			
Permanent Address							
Correspondence Address							
Telephone No.(s)	Res.				Office		
Mobile No.							
Email Address					Passport No.		
Marital Status (Tick one)	Married			Single			No. Of children
Date of Anniversary							
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.**

Applicant.....

Co-Applicant.....

CompanyS / SOCIETIES / TRUST / OTHERS

Name of the Company / Society / Trust			
Registration No. (if registered)			
Registered Office / Office Address			
Correspondence Address			
Telephone Nos	Office		Fax
Email			
Name Father's / Husband's Name of the Authorized Signatory			
Address of Authorised signatory with Phone No.			

FOR COMPANIES

Name of the Company			
Date of Incorporation			
Registered Office			
Correspondence Address			
Telephone Nos	Office		Fax
E-mail			
Name Father's / Husband's Name of the Authorized Signatory		Mobile No of the Authorized Signatory	
Address of Authorised signatory			

I/we enclose herewith copies of following documents:

- i. Pan No. & Photocopy of Pan Card.**
- ii. Copy of Resident Proof (Aadhaar/Election Card/Passport/Driving License)**
- iii. Copy of Memorandum & Articles of Association and Board's Resolution (in case of a Company.)**
- iv. Copy of Partnership Deed/Authority Letter/Resolution (in case of Company/society/trust)**
- v. Copy of Passport & Details of NRE / NRO / FCNR Account.**
- vi. One Cancelled Cheque of Applicant's Bank Account.**

Applicant.....

Co-Applicant.....

PARTICULARS OF THE PROPOSED PROPERTY (herein "Said Shop / Office / Store"):

Shop / Office / Store No.	Super Area (in sq. ft.)	Carpet Area (in sq. ft.)	Specified Use	Floor

Cost Details

A. Basic cost	Rate (in Rs.)	Amounts (in Rs.)
1. BSP on super area basis		
2. Preferential Location Charges		
	Total (A)	
B. Additional Charges		
1. EEC & FFC & EDC		
2. Power Back Up Installation Charges		
3. IFMS		
4. Other Charges (If any)		
	Total (B)	
	Total (A+B)	

Declaration

I/We, the above applicant(s), do hereby declare that the above particulars/information given by me/us are true & correct and nothing has been mis-represented/concealed therefrom. I/we 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	

Applicant.....

Co-Applicant.....

PAYMENT PLANS

PLAN : - 50:50 PAYMENT PLAN

At the time of Booking	25% of Basic Sale Price
Within 30 days of Booking	25% of Basic Sale Price
On Offer of Possession	50% of Basic Sale Price + IFMS + Stamp Duty & Any additional charges (if applicable)

NOTES

- No Lease Rent.
- Prices are escalation free.
- Prices indicated above are subject to revision from time to time at the sole discretion of the Company and 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 "**Analox Town Planners Private Limited**" payable at Delhi / NCR only.
- 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 Shop / Office / Store as cancelled without giving any notice to the applicant(s).
- The rebate for early payment (if any) shall be allowed as may be decided by the Company from time to time, at its sole discretion.
- GST shall be charged extra, as applicable from time to time.
- The Shop / Office / Store booking amount shall be Firm.
- The super area of the Shop / Office / Store is as mentioned in the application, which includes covered area/built up area plus proportionate rights in the common areas as described in the application form.
- The terms & conditions of sale stated herein are only indicative and are subject to detailed terms and conditions in the application form.
- 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.
- 1 sq. mtr. = 10.76391 sq. ft.

FOR OFFICE USE ONLY

Receiving Office		Accepted		Not Accepted	
Booking Amount (Rs.)		Receipt No.		Date	
Date		Signature of Receiving Officer		Checked by	
BOOKING THROUGH:					

Applicant.....

Co-Applicant.....

INDICATIVE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF SHOP / OFFICE /STORE IN “KDMG Central Plaza” Greater Noida (West), Gautam Budh Nagar

The Intending Allottee(s) will be allotted the Shop / Office / Store 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 Allottee(s).

1. The Intending Allottee(s) has applied for allotment of Shop / Office / Store 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/her/them.
2. The Intending Allottee(s) 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/her/them in this respect.
3. The Intending Allottee(s) agrees that he / she has applied for allotment of a Shop / Office / Store with full knowledge as to the specified use of the same, which shall only be for commercial activities which has been explained by the Company and understood by him.
4. The Intending Allottee(s) shall be liable to pay the basic sale price and Additional charges for the purchase of the Shop / Office / Store as per the payment schedule attached herewith as opted by him/her/them. The Company has calculated the total price payable by the Intending Allottee(s) for the Shop / Office / Store on the basis of its super area, which comprises of the Shop / Office / Store 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 Shop / Office / Store inclusive of area under periphery walls, area under columns and wall within the said Shop / Office / Store, areas of the common wall with other adjoining Shop / Office / Store, terraces etc. within the said Shop / Office / Store 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 etc., for the said building/Said Complex.
5. It shall be an essential condition of allotment that the Allottee agrees and undertakes to use the Said Shop / Office / Store only for commercial 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 Shop / Office / Store shall not be altered without obtaining prior permission in writing from the Company.
6. The rate mentioned in this Application is inclusive of the cost of providing (i) basic electric wiring in each Shop / Office / Store, 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 Intending Allottee(s) shall be liable to pay proportionate charges as to the area, as may be determined by the Company in its absolute discretion.
7. The earnest money for the purpose of this application and Allotment Letter shall always be 10% of the basic sale price. The earnest money shall be liable to be forfeited in the event of withdrawal of allotment by the Intending Allottee(s) and/or cancellation of allotment on account of default / breach of terms and conditions of allotment / transfer stipulated including non-payment of basic sale price / Additional 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 Allottee(s), without any interest and such refund shall be made only once the Said Shop / Office / Store is re-allotted / sold to any other person(s) and out of the consideration received therefrom.
8. The payment on or before due date of basic sale price and Additional charges / amounts payable by the Intending Allottee(s) as per the payment schedule is the essence of this application/ allotment. In case, the Intending Allottee(s) fails to make the payments, as aforesaid, the Intending Allottee(s) shall be liable to pay interest thereon @ 12% per annum from the due date of the installment / payment till the date of actual payment. In case, the Intending Allottee(s) fails to make the payment with interest as aforesaid within a period of 60 (Sixty) days from the said due date, the Company shall have the right to cancel the booking/ allotment and forfeit the Earnest Money and the Intending Allottee shall be left with no right in the Shop / Office / Store. 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 Shop / Office / Store is re-allotted / sold to any other person(s) and out of the consideration received therefrom. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay by charging interest @

Applicant.....

Co-Applicant.....

18% per annum, and restore the allotment, as applicable, in case it has not been allotted to someone else. In such a situation, an alternate Shop / Office / Store, if available, may be offered in lieu of the same.

9. 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 Shop / Office / Store or Shop / Office / Store to the exclusion of the Additional Shop / Office / Stores.
10. The Company shall endeavor to handover possession of the Shop / Office / Store within a period of 36 months reckoned from the date of execution of the allotment letter, subject to timely payment(s) by the Intending Allottee(s) towards basic sale price and other charges as mentioned in the Payment Plan. It is the essential condition that the Intending Allottee(s) shall take possession of the Apartment / Shop(s) within the period as may be notified to him. In the event of failure of the Intending Allottee(s) to take possession of the Apartment / Shop(s), the Intending Allottee(s) shall become liable to pay holding charges @ Rs. 20/- per sq. ft. per month of the Super Area of the Apartment / Shop(s) for the period of further delay or at such rate as may be determined by the Company, in addition to maintenance charges.
11. The Intending Allottee(s) 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, operation and upkeep of the Common Areas and Facilities provided in the Complex. The Intending Allottee(s) agrees to pay @ Rs. 100/- per sq. ft. as Interest Free Maintenance Security (herein “**IFMS**”) (apart from the total cost), which may be determined by the Company in the manner as demanded by it. The said IFMS shall be utilised towards replacement, refurbishing, repairs of plants, machinery etc. installed in the Complex or to meet out such contingency expenses.
12. The Intending Allottee(s) 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 Shop / Office / Store. The maintenance charges shall be payable at the rates determined irrespective whether the Intending Allottee(s) is in occupation of the Said Shop / Office / Store 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 Allottee(s).
13. The monthly maintenance charges as intimated to the Intending Allottee(s) by the Company, shall be payable by the Intending Allottee(s) within a period of fifteen (15) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay. In case of failure of the Intending Allottee(s) to pay the monthly maintenance charges on or before the due date, the Company/ Maintenance Agency will be entitled to effect disconnection of services to the Intending Allottee(s) that may include disconnection of electricity/water/sewer/power back-up, and debarment from usage of any or all common facilities within the Said Complex. The Company may also, apart from other remedies open to it, restrict or object to the transfer of the Shop / Office / Store by the Intending Allottee(s).
14. The basic price does not include the cost of interior finishing of the Shop / Office / Store like, electrical fittings, fixtures, air conditioning, fans, tube-lights, internal fire safety measures, interior work etc. which shall be done by the Intending Allottee(s) at his own costs & expenses.
15. The Company has provided necessary basic amenities/facilities such as electricity, power back-up etc. to the Intending Allottee(s) & shall recover from the Intending Allottee(s) 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 shop / commercial space like electricity including security deposits for sanction and release of such connection pertaining or incidental thereto will be payable by the Intending Allottee(s).

Applicant.....

Co-Applicant.....

16. Any charges, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, on the Said Complex/ Said Shop / Office / Store at any time, in future or retrospectively, by any statutory body, or by the Central/State Government, shall be paid by the Intending Allottee(s) 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 Intending Allottee(s) on pro-rata basis and be payable to the Company on demand.
18. 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 Intending Allottee(s) 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 price by the Intending Allottee(s), alongwith interest, if any, as per the Payment Plan. The Intending Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
19. 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 Allottee(s).
20. The Intending Allottee(s) 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 deemed to have been received by the Intending Allottee(s). In case of joint Allottees, all communication shall be sent to the first named Allottee in this application.
21. The mailing address of the Company for the purpose of communications shall be:
**M/s Analox Town Planners Private Limited,
Khasra No. 55 & 56 Situated Near to Site-C Residential Pocket,
Near Tilapta Chowk, Greater Noida (West), District – Gautam Budh Nagar, Uttar Pradesh**
22. The possession of the Shop / Office / Store will be given after execution of Sale Deed only. All charges, expenses, stamp duty, registration fee and legal and incidental expenses etc., as the then applicable, towards Sale Deed, including documentation will be borne and paid by the Intending Allottee(s).
23. The Intending Allottee(s) shall be entitled to use the Shop / Office / Store for which application is made, and shall not use the same or cause the same to be used for any aata chakki, spa activities, sale of liquor, motor workshop, meat shop, trade of Sale/Purchase/Rental etc. or for any other purposes, which is not specifically permitted by the Company.
24. 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 Shop / Office / Store and their connection charges are payable prior to possession of shop/office/commercial space.
25. The stamp duty, registration charges, legal and incidental expenses and GST to be paid extra as applicable. Electric/ water connection charges are payable extra.
26. The Courts at District Gautam Budh Nagar and the High Court of Prayagraj (Allahabad) shall have jurisdiction in all matters arising out of touching and / or concerning this allotment, and the jurisdiction of all other courts shall stand excluded.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative in nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Shop / Office / Store's Allotment Letter.

Place _____

Date _____

Applicant.....

Co-Applicant.....