

APPLICATION FORM



M/s SDS Infrastructure Pvt. Ltd.,

207, Akshardham Apartments, Sector-19, Pocket-III, Dwarka, New Delhi-110075

Sub: - APPLICATION FOR COMMERCIAL SPACE IN "ELIXIR MALL" at A-001, Sector-44, Noida, UP-201301

Dear Sir,

I/ We Wish to apply for allotment of space in your Project "ELIXIR MALL" at A-001, Sector-44, Noida, UP at a price mentioned hereinafter:-

Paste
Recent Photo of
First/Sole Applicant

Paste
Recent Photo of
Co-Applicant

1. First / Sole Applicant

Name: _____

Father's/Husband's Name: _____

Date of Birth: _____

Correspondence Address: _____

Office Address: _____

Permanent Address: _____

PAN No. (Attach Copy): _____

Nationality: _____ Marital Status: _____

Landline No.: _____

Mobile No.: _____ E Mail: _____

2. Co-Applicant/s (if any)

Name: _____

Father's/Husband's Name: _____

Date of Birth: _____

Correspondence Address: _____

Office Address: _____

Permanent Address: _____

PAN No. (Attach Copy): _____

Nationality: _____ Marital Status: _____

Landline No.: _____ Mobile No.: _____

E Mail: _____

3. M/s _____, a partnership firm, duly registered under the Indian Partnership Act, 1932, through its partner Shri/Smt. _____, authorized by letter dated ___/___/___ (hereinafter referred to as the "Applicant" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partnership and their heirs, legal representatives, administrators, executors, successors and assigns) (Copy of the authorization letter signed by all Partners required)

4. M/s _____, a company registered under the Companies Act, 1956 having its registered office at _____ through its duly authorized signatory Shri/Smt. _____, authorized by board of resolution dated ___/___/___ (hereinafter referred to as the "Applicant" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (Copy of board of resolution along with a certified copy of memorandum and articles of association required)

Nominee's Details

Name: _____ Relation: _____ Address: _____

Particulars of Booking

Construction Linked Plan

Unit Details:

a. Unit No.: _____ b. Size: _____ Square Feet in Super Area c. Floor _____

d. Basic Sale Price (BSP) @ Rs. _____ (per sq.ft.) Rs. _____ (Rupees _____)

e. Additional Charges/Other Charges (As Per Company's Price List): Rs. _____

Details of Application Money:

Amount Rs. _____ Cash/Cheque/PO/DD No. _____ Dated ___/___/___ Drawn on _____

(All Payments to be made in favor of SDS

Infrastructure Pvt. Ltd. Payable At Delhi)

DECLARATION:

I/We hereby declare that I/We have gone through the prevailing brochure/ price list/ terms & conditions of registration/ Allotment printed overleaf and explained to me in person whom I/we understood and agree to abide by them. In case my/our application for Registration is accepted after realization of reservation money and the Company makes Offer of Allotment in my/our favor then I/We undertake to execute all documents/agreement as per the Company's format/s and accept all the terms & conditions therein and pay all charges as applicable therefore. I/We, the aforesaid Applicant/s, do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true & correct and nothing has been concealed therein.

Ist/ Sole Applicant: _____

Date: _____/_____/_____

Place: _____

IInd/Co-applicant/s: _____

(Signatures)

Business Associate/Sales Organizer: _____ (Signature and Seal)

Terms and Conditions

- The intending applicant(s) has applied for allotment of commercial space with full knowledge and subject to all the laws/notification and rules applicable to this area in general which have been explained by the company and understood by him/her.
- The intending applicant(s) has fully satisfied himself/herself about the interest and the title of the company in the said land on which the space will be constructed and has understood all limitations and obligations in respect thereof. And there will be no more investigation or objection by the intending applicant(s) in this respect.
- The intending applicant(s) has accepted the plans, designs, specifications which are tentative and are kept at the company's office at 207, Akshardham Apartments, Sector-19, Pocket-III, Dwarka, New Delhi-110075 and agrees that company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit, or as may be done by any competent authority and the intending applicant(s) hereby gives his/her consent to such variation/addition/alteration/deletion and modification.
- The company shall have the right to effect suitable and necessary alteration in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of space changes in its number, dimensions, height, size, area, layout or change of entire scheme.
- The intending applicant(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the company, who may, in its sole discretion, permit the same on such terms as it may deem fit.
- The intending applicant(s) agree that he/she shall pay the price of the space on the basis of the super area i.e., covered area inclusive of proportionate common area and all other charges as and when demanded. He/ She also agree to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Delhi only.
- The intending applicant(s) shall pay till the last installment demanded by the Developer & that shall be paid within 30 days after the booking amount is paid.
- The company and the intending applicant(s) hereby agrees that the amounts paid with the application and in installments as the case may be, to the extent of 20% of the basic sale price of the space will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of these terms and conditions and those Allotment Letter/ Agreement as also in the event of the failure by the intending applicant(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.
- The timely payment of installments is the essence of this contract. It shall be incumbent on the intending applicant(s) to comply with the terms of payment and other terms and condition of sale, failing which the intending applicant(s) shall have to pay interest @24% per annum on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non-fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Company.
- The safety measures provided shall be in accordance with existing fire safety code/regulation.
- The intending applicant(s) agrees to reimburse to the Company and to pay on demand all taxes, levies or assessment whether levied now or in future, on land and/or the building as the case may be, from the date of allotment.
- The Company shall endeavor to issue offer of possession of the space to the intending applicant(s) within 3 year, subject to force majeure circumstances and on receipt of all payments as per payment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan. The company on completion of the construction shall issue final call notice to the intending applicant(s), who shall within 30 days thereof, remit all dues and take possession of the space. In the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted space and shall bear all maintenance charges and any other levies on account of the allotted space.
- The intending applicant(s) of the space shall be necessary charges including security deposit for maintaining and up keeping the complex and providing the various services as determined by the company or its nominated agency and as and when demanded by the company/its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending applicant(s) agrees and consents to this arrangement and will not question the same singly or jointly with other buyers.
- The sub lease deed shall be executed and registered in favor of the intending applicant(s) within the reasonable time after the completion of development work/construction at the site and after receipt of full price and other connected charges. Cost of stamp duty and registration/mutation documentation charges etc. as applicable will be extra and shall be borne by the intending applicant(s). The intending applicant(s) shall pay as and when demanded by the company, stamp duty and Registration charges and all other incidental and legal expenses for execution and registration of sub lease deed of the space in favor of the intending applicant(s).
- The intending applicant(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the company by registered A/D letter about all subsequent changes, if any, in his/her address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending applicant(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of property booked must be mentioned clearly.
- The company shall have the first lien and charge on the said space for all its dues and other sums payable by the intending applicant(s) to the company.
- Unless a sub lease deed is executed and registered, the company shall for intents and purposes continue to be the owner of the land and also the construction thereon and this agreement shall not give to the allottee any right or title or interest therein.
- The allotment of the space is entirely at the sole discretion of the company.
- The intending applicant(s) undertakes to abide by all the laws, rules and regulations or any laws may be made applicable to the said property. In case of any dispute between the parties hereto (including their successors) concerning this agreement or matter arising there from, the same shall be adjustable by way of arbitration nominated by developer. Arbitration shall be held at New Delhi.
- Subject to arbitration clause, for all legal matter between the developer and allottee Courts/Tribunals/Forums at New Delhi shall exclusive jurisdiction.
- The intending applicant(s) agrees to pay the total basic sale price and additional charges/other charges of space as per the payment plan.
- The intending applicant(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the Building or anywhere on the exterior of the Building or common area. The intending applicant(s) shall also not change the color scheme of the walls or painting of the exterior side of the windows etc. or carry out any change in exterior elevation or design.
- The allottee shall not use the premises for any activity other than the use specified for.
- Company at its discretion may appoint Agents/Dealers/Sales Organizers/Business Associates etc. to market the space being constructed in the project shall not be bound by any commitments made by them to the applicants except those communicated in writing through company's information mentioned in company's marketing materials.
- In case there are joint intending applicants, all communication shall be sent by the company to the intending applicant(s) whose name appears first and at the address given by him /her for mailing and which shall for all purposes be considered as served on all the intending applicant(s) and no separate communication shall be necessary to the other named intending applicant(s). The intending applicant(s) has agreed to this condition of the company.
- The intending applicant(s) agrees that the sale of the space is subject to force majeure clause which inter-alia include delay on account of non availability of steel/or 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 act of God, delay in certain decision/clearances from statutory body or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid event the Company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.
- The company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company, so warrant, the Company may suspend the scheme of such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the applicant(s) for the period of delay/suspension of scheme.
- In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the intending applicant(s) without any interest or compensation whatsoever.
- Terms & Conditions and prices as mentioned above are merely indicative and with a view to acquaint the applicant and are not exhaustive.

For Office Use Only

Name of the Applicant: _____

Nam of the Co-Applcant: _____

Super Area (in Sq.ft.): _____ Unit No.: _____ Floor: _____

Basic Sale Price: _____

Booked by (Direct/Broker): _____

A. Whether personal details of the Applicant(s) have been completely filled up. Yes No

B. In case booking is made by Firm/body corporate, whether resolution/authorization is received along with certified copy of memorandum and article of association and CA certified list of directors. Yes No

C. Whether booking amount cheque is proper and in order Yes No

D. Whether the form is dated and signed by all the applicants with official stamp (if any). Yes No

E. Other Remarks (if Any) _____

Booked: _____ Checked: _____ Approved: _____