



MAGNUM'S *StarCruise* TRONICA CITY

- Shopping Mall
- Night Club
- Food Court
- Multiplex
- Anchor Store



P.K.G. EST ATES Pvt.Ltd.

AN ISO 9001:2000 Company
C5B/7A, J anak P uri, N ew Delhi-58

Subject : - Application for provisional Allotment by Sale of shop(s)/entertainment centre(s)/other commercial space(s) in MAGNUM'S STAR CRUISE 12A & 14 Sector C-4, Tronica City, Ghaziabad, U.P.

Dear Sir,

I/W e request that I/W e may be provisionally allot a shop(s) /other commercial space(s) /entertainment centre (s) in your proposed 'MAGNUM'S STAR CRUISE' at Tronica City, Ghaziabad under your Down Payment/ Installments/ Payment Schedule(s) In the event P.K.G. EST ATES Pvt .Ltd. agreeing to provisionally allot shop(s)/ commercial space(s) /entertainment centre (s). I/W e agree to sign & execute, as and when desired by the company (on confirmation of allotment), the allotment letter /buyer's agreement/gr ant of lease on the company's standard format contents where of have been read and understood by me/us and I/W e shall be bound by them.

I/W e agree to abide by the terms and conditions of this application including those relating to payment of price and other charges, for forfeiture of earnest money as laid down herein and the execution of the commercial space buyer agreement within the period stipulated therein.

I/W e remit herewith a sum of Rs. _____ (Rupees _____ only)

by Bank Draft / Cheque(s) drawn in favour of M/S P.K.G. EST ATES Pvt. Ltd. payable at New Delhi as advance for provisional registration subject to following terms & conditions . My/our particulars are given below, which may be treated for all references, communication and records.

First Applicant

Name _____

S/D/W of _____

R/O _____

Age _____ Nationality _____

Residential status : Resi / Non-Resi / Foreign national of Indian Origin

PAN No. _____

Mailing address _____

Tele No. _____ Mobile No. _____ Fax No. _____

Office Name & Address _____

Tele No. _____ Mobile No. _____ Email ID _____

Please affix your photograph here and sign across the photograph

Second Applicant

Name _____

S/D/W of _____

R/O _____

Age _____ Nationality _____

Residential status : Resi / Non-Resi / Foreign national of Indian Origin

PAN No. _____

Mailing address _____

Tele No. _____ Mobile No. _____ Fax No. _____

Office Name & Address _____

Tele No. _____ Mobile No. _____ Email ID _____

Please affix your photograph here and sign across the photograph

M/S _____ partnership firm duly registered under the Indian Partnership Act 1932, through its Partner authorizes by resolution dated _____ Mr./ Mrs./Ms. _____ (herein after referred to as the Intending Allottee" which expression shall unless repugnant to the context or meaning representatives, administrators, executors, successors and assigns) (copy of the resolution signed by all partners required).

M/S _____ a company registered under the Companies Act 1956, having its registered office at _____ through its duly authorized signatory Mr./Mrs./Ms. _____ authorized by board resolution dated _____ hereinafter to as the "Intending Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successor and assigns, copy of Board Resolution alongwith a certified copy of memorandum and articles of association required.

3. DETAILS OF SHOP(S)/ENTERTAINMENT CENTER(S)/OTHER COMMERCIAL SPACE(S)

Nature of Business: _____

Super Area: _____ Sq. ft/Sq. mtr. (approx) Floor _____

Number _____

PAYMENT DETAILS

| S.No | Cheques no. | Cheques date | Drawn bank | Amount |
|------|-------------|--------------|------------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | Total | |

DECLARATION

I/we, the applicant(s) do hereby declare that my/ our request for provisional registration is irrevocable and that the above particulars/information given by me/us are true and correct and No information has been concealed therefrom. I/we undertake to the responsibility to inform the company as and when any of the above particulars are changed.

All the conditions of M/s P.K.G. ESTATES Pvt. Ltd. Attached herewith are accepted by me/us

Date

Yours Faithfully

Place:

Signature

TERMS AND CONDITIONS

The Terms and Conditions given below are of indicative nature with a view to acquaint the applicant [hereinafter referred to as the "Intending Allottee(s)"] with the terms and conditions as may be comprehensively set out in the Commercial Space buyers Agreement which upon execution shall supercede the terms and Conditions as set out in this application.

1. "Intending Allottee(s)" has clearly understood that this Application does not constitute an Agreement to sell and "Intending Allottee(s)" do not become entitled to the provisional and /or final allotment of shop(s)/ entertainment center(s) / other commercial space(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this Application. It is only after Intending allottee sign and executes the Commercial Space Buyer's Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company.
2. That if, however, "Intending Allottee(s)" withdraw/cancel this Application or "Intending Allottee(s)" fail to execute and return the Commercial Space Buyer's Agreement within thirty (30) days from the date of issue of this provisional allotment by the Company then the Company may at its sole discretion treat intending allottee applicable as cancelled and the earnest money paid by him/her shall stand forfeited.
3. The Intending Allottee(s) agrees that it/he/she has applied for provisional allotment of shop (s)/ entertainment centre(s)/ other Commercial space (s) with full knowledge of all the laws /notifications and rules applicable to the area in general and "[MAGNUM'S STAR CRUISE] at Tronica City " in particular which have been explained by the Company and understood by him/her .
4. The Intending Allottee (s) has satisfied itself/himself/herself about the interest and title of Company in the land on which the said complex is being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee (s) agrees that there will not be any further investigations or objections by him/her in respect.
5. The performance by the company of its obligation under these present are contingent upon approvals to be granted by various statutory authorities/local bodies/departments (herein referred to as "Authorities") from time to time and subject to all applicable laws/notifications/conditions as imposed by authorities .
6. The allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed Commercial space buyers Agreement. The allotment of the unit is entirely at the discretion of the company .
7. The Intending Allottee(s) agrees that it/he/she shall pay the price of the shop(s) commercial spaces/entertainment center (s) and other charges calculated on the basis of super area which is understood to include pro rata interest of the common areas in the complex only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area given in this application is tentative and subject to change upon approval of final building plan(s). The company has calculated the super area which comprises of shop(s)/entertainment center (s)/other commercial space(s) the proportionate undivided share in the common areas facilities the area definition of super area shall be more clearly defined in Commercial space Buyers Agreement.
8. The External Development Charges , Infrastructure Development Charges or any other charges as may be demanded by the authorities , also PL C, Parking, IBMS, Maintenance charges as applicable will be charged additionally and shall be paid by intending allottee as and when demanded by the Company .
9. Any tax paid or payable by the Company and/its Contractors by ways of value Added Tax, State Sales Tax, Central Sales Tax, Works Contracts Tax, Service Tax, and Education Cess or any other taxes by whatever name called in connection with the execution and sale of project (herein referred as Taxes") shall be payable by the applicant.
10. The electricity/water supply shall be obtained from the electricity/water authority/body and the cost of sub-station/power house/transformer/meter shall be charged extra on pro-rata basis from the intending allottee, the quantum of which shall be decided by the Company at its sole discretion and notified to the concerned intending allottee .
- 11.a) That "Intending Allottee(s)" are making this Application with the full knowledge that the building plans for MAGNUM'S STAR CRUISE] in which the shop(s)/entertainment centre(s) other commercial space(s) applied for is located are not yet sanctioned by the competent authority. "Intending Allottee(s)" have instructed the Company that if for any reason including non sanction of the building plans, the Company is not in a position to finally allot a shop(s)/ entertainment centre(s)/other commercial space(s) applied for within a period of one year from the date hereof. he/she would like to have refund of the amount deposited with simple interest at the rate of 9% per annum calculated for the period for which such monies have been lying with the Company .
- 11.b) The Intending Allottee(s) has seen and accepted the proposed building plans, and designs shown to him which are tentative and agree that the company may make such variations , additions , deletions , alterations and modifications etc, therein as may be directed by any competent authorities/Architect or otherwise and the applicant hereby gives his consent to such variations , additions , deletions , alteration, and modifications Etc. The Intending Allottee(s) agrees that no claim, monetarily or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the unit will be applicable on the changed area in case of refund on demand. It is also clarified that the area/shop(s)/ space/location earmark at the time of registration is provisional and can be changed as per the approval of competent authority. The rate mentioned in the application is for bare shell condition with in the internal walls of the commercial space and for finished condition in common areas, providing electric wiring in each shop(s) / entertainment centre(s), / other commercial space(s) and fire fighting equipments in the common area as prescribed in the existing fire fighting regulations .
12. All payment by the Intending Allottee shall be made to the company only through Demand Draft/A/c payee cheque drawn in favour of P.K.G. EST ATE Pvt Ltd. "Payable at Delhi/New Delhi only. Cash transactions will not be accepted at any cost. Notwithstanding what is stated herein, the Intending Allottee(s) hereby specifically agrees and acknowledge that the timely payment of installments as also the other charges including registration charges, maintenance charges etc, is the essence of the terms of the allotment. Interest @ 18% shall be payable by the Intending Allottee(s) in case of failure to pay the installments and other dues by due date. However if payment is not received within 45 days from in event of breach of any terms and conditions of this allotment by the Intending Allottee(s), the allotment will be cancelled at the discretion of the company and the earnest money (10% of the total cost of Unit) paid to the company by the Intending Allottee(s) shall stand forfeited against liquidity damages. The balance amount shall do refunded to the Intending Allottee(s) and after deducting administrative charges interest on delay payment and commissions paid during period without any interest after the said unit allotted to some other Intending allottee .

13. The Intending Allottee(s) upon completion of the said complex agrees to enter into a maintenance agreement which shall contain the full scope of maintenance of the complex with the association/ body/ agency or any other nominee (herein after referred to " The Maintenance Agency") as may be appointed or nominated by the company from time to time for the maintenance of the complex. The detail of maintenance will be given in the commercial space buyer Agreement.
14. The Intending Allottee(s) may, at its own cost, expenses and risk arrange any loan/fund from any bankers or financial Institution to finance the purchase of the said unit. In case the loan is not granted or cancelled or withdrawn by the banker /financial institutions on any ground whatsoever, the applicant shall not be entitled to any leverage or Confessional treatment from the company.
15. The Intending allottee(s) agrees that in case the applicant intends to transfer the Said Unit, at any point of time whether before or after the completion of the complex, in favour of any Entity nominated by the applicant (Transferee), the applicant would apply to the company in the prescribed format of the company and the company will at its sole discretion, transfer the said unit in favor of the transferee. Such transfer shall be affected by the company only after receipt of the administrative charges, as prescribed by the company from time to time, from the applicant at the time of the transfer.
16. The Intending allottee(s) hereby authorized and permits the company to raise finance/loan from any financial Institutions/bank by way of mortgage/charge/securitization of receivables of its/his/her shop(s)/ entertainment center(s)/ other commercial space(s) being force of any encumbrances at the time of execution of conveyance deed/ grant of lease deed of the said unit. The company/financial institution/bank shall always have the first lien/charge on the said shop(s)/entertainment center(s) other commercial space (s) for all its dues and other sums payable by the Intending Allottee(s) or in respect of the loan granted for the purpose of construction of the complex.
17. The possession of the said unit shall be delivered to the applicant in 36 month, from the date of commencement of the construction of the complex but subject to force major circumstances and reason beyond control of the company.
18. All the statutory charges and other levis, rates, tax, charges, cess, freehold charges etc. demand or imposed by the Authorities shall be payable proportionately by Intending Allottee(s).
19. Any notice, letter or communication to be made, served or Communicated unto the company shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the company at the address similarly above or changed addresses as may be intimated by the company in this behalf and sent by registered post.
20. Intending Allottee(s) , having NRI status of being foreign national shall be solely responsible to comply with the necessary formalities as let down in foreign exchange management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment/ consideration and is ever refused or subsequently found lacking by any statutory authority the amount paid toward booking will be returned by the Company as per the rules with out Interest and allotment cancelled forthwith. The Company will not be liable in any manner on such account.
21. In case the company is forced to abandon the said project for any reason, the company shall be liable to refund the amount paid by the Intending Allottee(s) without any Interest or compensation within Six months from the happening of such eventuality.
22. Intending Allottee(s) shall, before taking possession of the unit, must clear all the dues towards the unit and have the conveyance deed/grant of lease deed for the said unit executed in his favour after paying registration fee/charges stamp duty and other charges/expenses.
23. It is clearly understood and agreed by the intending allottee(s) that the company owns several kiosks, open space in corridors, passages atrium in the said building and the company is free to deal with the said spaces/kiosks and the company has the absolute and unrestricted right overall signage area for display board, hoardings, illuminated signboards, neon signs in the atrium, lift lobbies, corridors, basement, parking spaces, front and rear facade of the building and has absolute authority to deal with the same in any manner what so ever. Detailed terms and conditions shall form part of the allotment letter which the applicant(s) allottee (s) shall execute and confirmation of allotment. Car parking will be provided at the sole discretion of company on monthly rental basis.
24. It is clearly understood by the Intending Allottee(s) that the said Complex may be subject to the provisions of the laws applicable to the land and/or any such other statutory enactment (s) or modification (s) thereof as and when brought into force. The intending Allottee(s) undertakes and agrees to comply with the provisions of the aforesaid laws in so far it becomes applicable to the company.
25. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Allotment Letter, terms whereof has been seen, read and understood/accepted by the applicant(s)
26. All or any disputes arising out or touching upon or in relation to the terms of this application and/or commercial space buyers agreement 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modification held at any appropriate location in Delhi by a sole arbitrator who shall be appointed buy the intending seller and whose decision shall be final and binding upon the parties. The intending allottee(s) hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as arbitrator is an employee or advocate of the intending seller or is otherwise connected to the intending seller and the intending allottee(s) confirms that not withstanding such relationship/ connection, the intending allottee(s) shall have no doubts as to the independence or impartiality of the said arbitrator. The District Courts and High Court at New Delhi/Delhi alone shall have the jurisdiction. Prices are subject to change without notice before registration at the sole discretion of the company and the prices prevailing at the time of registration shall be applicable.

He/She 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 nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the commercial space buyers agreement which shall supercede the terms and conditions set out in this application.

Place:

Date:

SIGNATURE OF THE INTENDING ALLOTTEE(S)

Unmatched FEATURES

- Government Approved Project
- Centrally air-conditioned
- 24x7 security arrangement
- Big sized screen video displays
- Latest high speed Escalators and capsule lift
- 100% power back up
- Multi-level parking space
- Spacious corridors for easy movement
- Sophisticated fire-fighting system
- Wisely deliberated positioning of shops & stores
- Striking fascia and bright sign age
- Magnificent Multi-level atrium giving crystal clear visibility to all outlets
- Commercial land allotted by UPSIDC
- Three side corner plot, facing main road
- 350 ft. Front
- Hyper market / Anchor store
- Multi cuisine food court & kids zone
- 2 Screen multiplex
- ATM/Coffee bar shops
- Surrounded by Group housing societies
- Night club with terrace garden and water pool
- Vaastu friendly layout

Promoted By :

P.K.G. ESTATES (P) LTD.

AN ISO 9001:2000 Company

C-5 B / 7A, Janak Puri, New Delhi - 110058
Tel : 25536611, 25554533 Fax : 25554051

Email : magnumbuildcon@yahoo.co.in
Website : www.magnumstarcruise.com

Site Address : Plot No. 12A & 14, Sector C-4
Tronica City, UPSIDC, Ghaziabad