

APPLICATION FORM

RG Square

Plot No. 2, LSC , Near Max Balaji Hospital, I. P. Etn. Delhi-110 092



RAJESH PROJECTS (INDIA) PRIVATE LIMITED
Registered Office: 501, RG Trade Tower, Plot B-7,
Netaji Subhash Place, Pitampura, Delhi – 110 034
Phone: 011- 47770555 FAX: 011-47770599

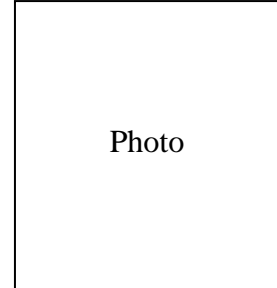
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**APPLICATION FOR PROVISIONAL ALLOTMENT OF
COMMERCIAL UNIT IN**

RG Square

**Plot No.2, LSC, (Near Max Balaji Hospital),
I. P. Extn., Patparganj, Delhi-110 092**



1. DETAILS OF THE APPLICANT

FIRST APPLICANT

Name

Status Company () Partnership Firm () Sole Proprietor ()
 Individual () HUF () Any other ()

S/ W / D of (*If applicable*)

Guardian's Name (if Minor) (*If applicable*)

Name of the Nominee (**In case of individuals**)

Designation and details of authorised signatory (*If applicable*)

.....

Date of Birth (*If applicable*)

Nationality

Date of Incorporation/ Registration (*If applicable*)

Address

..... Pin

PhoneISD/STD/Code.....

Contact No.: Office Residence Mobile

Fax Email.....

PAN Ward/ Circle/ Range (Where Assessed).....

ADDRESS FOR CORRESPONDENCE (In case of joint applicants all correspondences will be sent to address of the First applicant)

Address

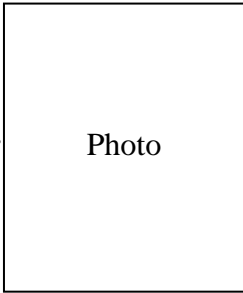
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LOCAL ADDRESS FOR CORRESPONDENCE (In case of those residing abroad, all correspondences will be sent to Local address)

Address

.....

SECOND APPLICANT (If Applicable)



Name

Status Company () Partnership Firm () Sole Proprietor ()
 Individual () HUF () Any other ()

S/ W / D of (If applicable)

Guardian's Name (if Minor) (If applicable)

Name of the Nominee (In case of individuals)

Designation and details of authorised signatory (If applicable)

.....

Date of Birth (If applicable)

Nationality

Date of Incorporation/ Registration (If applicable)

Address

.....

..... Pin

PhoneISD/STD/Code.....

Contact No.: Office..... Residence Mobile

FaxEmail.....

PANWard/ Circle/ Range (Where Assessed).....

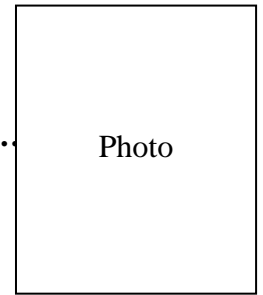
ADDRESS FOR CORRESPONDENCE (In case of joint applicants all correspondences will be sent to address of the First applicant)

LOCAL ADDRESS FOR CORRESPONDENCE (In case of those residing abroad, all correspondences will be sent to Local address)

Address

.....

THIRD APPLICANT (If Applicable)



Name

Status Company () Partnership Firm () Sole Proprietor ()
 Individual () HUF () Any other ()

S/ W / D of (*If applicable*)

Guardian's Name (if Minor) (*If applicable*)

Name of the Nominee (**In case of individuals**)

Designation and details of authorised signatory (*If applicable*)

.....

Date of Birth (*If applicable*)

Nationality

Date of Incorporation/ Registration (*If applicable*)

Address

.....

..... Pin

PhoneISD/STD/Code.....

Contact No.: Office..... Residence Mobile

FaxEmail.....

PANWard/ Circle/ Range (Where Assessed).....

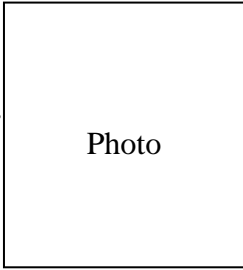
ADDRESS FOR CORRESPONDENCE (In case of joint applicants all correspondences will be sent to address of the First applicant)

LOCAL ADDRESS FOR CORRESPONDENCE (In case of those residing abroad, all correspondences will be sent to Local address)

Address

.....

FOURTH APPLICANT (If Applicable)



Name

Status Company () Partnership Firm () Sole Proprietor ()
Individual () HUF () Any other ()

S/ W / D of (If applicable)

Guardian's Name (if Minor) (If applicable)

Name of the Nominee (In case of individuals)

Designation and details of authorised signatory (If applicable)

.....

Date of Birth (If applicable)

Nationality

Date of Incorporation/ Registration (If applicable)

Address

.....

..... Pin

PhoneISD/STD/Code.....

Contact No.: Office..... Residence Mobile

FaxEmail.....

PANWard/ Circle/ Range (Where Assessed).....

ADDRESS FOR CORRESPONDENCE (In case of joint applicants all correspondences will be sent to address of the First applicant)

LOCAL ADDRESS FOR CORRESPONDENCE (In case of those residing abroad, all correspondences will be sent to Local address)

Address

.....

2. **DETAILS OF THE COMMERCIAL UNIT**

- a) Commercial Unit No. as per tentative plan :
- b) Floor :
- c) Approximate covered area : Sq. Mtrs.
: Sq. Ft.

3. Sale Price & Payment Plan : As per Annexure – 2.

The applicant have perused the “Payment Plan”, annexed hereto as **Annexure 2** and further agree to pay installments as per the Payment Plan opted by the applicant.

The applicant have agreed to purchase an immovable property in the form of a commercial unit in our project RG Square, subject to payment in installments. The applicant have agreed that the final payment will be settled only when our pre-allotted commercial unit is ready for possession. In the event of property is not built on account of unforeseen circumstances, advance installments will be returned to them without any interest.

4. The applicant hereby declares that the above particulars are given by them are true and correct and nothing has been concealed therefrom. Any allotment against this application shall be subjects to the terms and conditions, annexed hereto as **Annexure – I** and that of the Builder-Buyer Agreement and / or such other documents, the terms and conditions whereof shall ipso-facto be applicable to the applicant legal heirs and successors. The applicant undertake to inform the Builder of any change in their address or in any of the particular information given above, till the booked property is registered and transferred in name of applicant failing which the particulars given above deemed to be correct and letters sent at the recorded address by the Builder shall be deemed to be received by the applicant.

Date of Booking :

Applicant (s) Signature (s)

Annexure 1

BASIC TERMS & CONDITIONS

The Applicant hereby agree and understand that:

1. The applicant(s) has applied for provisional allotment of a commercial unit no.----- (hereafter referred to as “the Commercial Unit”) proposed to be constructed in the Commercial Complex namely “RG Square” (herein after referred to as “ Commercial Complex”) on the Free hold plot admeasuring 2750.13 Sq. Mtrs, situated at Local Shopping Centre, at Plot No. 2, LSC , Near Max Balaji Hospital, I. P. Etn. Patparganj, Delhi-110 092 (hereafter referred to as the “Plot”). by M/s Rajesh Projects (India) Pvt. Ltd.(hereinafter referred to as “Builder”).
2. The applicant has read and understood the Photocopy of the Conveyance Deed executed / Performa of Conveyance Deed to be executed by Delhi Development Authority (herein after referred as DDA) for the said plot and the Builder - Buyer Agreement for allotment of Commercial Unit on the standard format of the Builder and has fully satisfied himself about the nature of rights, title interest of the Builder in the said commercial complex, which is to be Constructed by the Builder as per byelaws/guidelines of DDA and /or any other authority and has further-understood all limitations and obligations in respect thereof. The applicant further agrees to abide by the terms and conditions of the Auction Document / Allotment Letter and Conveyance Deed executed or to be executed by DDA in favour of Builder and all the terms and conditions of the Builder - Buyer Agreement.
3. The allotment of the Commercial Unit is entirely at the discretion of the Builder. The Units are dedicated for specific use and the applicant is bound to use the Unit for the purpose for which it is allotted. This is a condition precedent and non-compliance may invite cancellation of the allotment of the Unit and forfeiture of the earnest money and the applicant shall have to compensate the Builder for all other losses resulting there from.
4. The allotment of the said Unit is provisional and shall be confirmed on signing the Builder- Buyer Agreement & Sale Deed on the Builder’s standard format & upon payment of entire cost of the Commercial Unit..
5. The applicant(s) has examined the tentative plans, designs, specifications of the Unit and agrees that Builder may effect such variations and modifications therein as may be necessary or as it deems appropriate and fit in the best interest of the Commercial Complex or as may be required to be done by any competent authority. The changes/alterations may involve change in position/location of the Unit, its floor, dimension and / or area. The applicant(s) further agree that no claim, monetary or otherwise will be raised in case of any such change and it is clarified that the initial rate of booking of the Unit will be applicable on the changed area in case of refund or demand.
6. The proposed sale price agreed upon has been calculated and fixed on the basis of covered area of the commercial unit. The Covered area of the commercial unit shall mean the entire area enclosed by its periphery walls including but not limited to area under walls, columns, as well as area of loft/Mezzanine, if any, half of the area of the walls common with other commercial unit adjoining the said commercial unit, all of which form integral part of the said commercial unit. This sale price does not based on the Super Area.
7. The applicant also understand that the access to the area of Cupboard / balconies/open terraces/refuge area adjoining the commercial unit will be provided to the applicant by the BUILDER free of cost, for restricted use as advised by the DDA/Fire Department/any other statutory authority/Builder. These areas are subject to change without intimation to the applicant. The applicant will have no right to claim the ownership of the same under any circumstances, as the same are provided, subject to convenience of the BUILDER.
8. All statutory charges, taxes, External Development charges, cess and other levies demanded or imposed by the concerned authorities shall be payable proportionately by the Buyer/Applicant from the date of booking of the said Unit as per demand raised by the Builder/Statutory authorities. All other cost/charges and expenses including the cost of preparation, embossing, stamping and registration charges of the Agreement to sell / Deed of assignment/Conveyance deed to be executed in favour of the applicant or any other charges

payable to the DDA or any other statutory authorities and the cost payable to the attorney of the Builder shall be paid solely by the applicant.

9. All payments by the applicant(s) shall be made to the Builder through demand drafts/cheques drawn in favour of "Rajesh Projects (India) Pvt. Ltd. A/C RG Square" payable at Delhi/New Delhi only.
10. The APPLICANT hereby agrees that vacant land tax of the plot (if any) payable to MCD for the period from the date of possession of the plot till the completion of the construction of the commercial complex shall be paid by the BUILDER. This will discontinue as soon as construction of the commercial complex is complete and will be replaced by property tax which will be payable to MCD by the applicant as per the rules and policy of MCD or any other concerned statutory authority.
11. (a) The APPLICANT hereby agrees to pay the Earnest Money equivalent to 25% of the total agreed sale price for the commercial unit at the time of booking along with this application or as per the schedule mentioned in this application form. In case, the applicant fail to pay the Earnest money or any part thereof to the BUILDER within stipulated period, as agreed, the allotment may not be confirmed by the BUILDER, and in that event the part of Earnest Money paid shall stand automatically forfeited without any notice.

(b) In case, the APPLICANT make the complete payment of Earnest Money equivalent to 25% of sale price of the unit, the balance 75% payment will be paid by the applicant, according to the installments as per agreed schedule mention in Annexure 2. It is further agreed by the applicant that an interest @ 18% per annum shall be charged on delayed payment by the BUILDER. In case, the applicant fail to pay two consecutive installments within the stipulated period, the allotment shall automatically stand cancelled without any prior notice to the effect and in that event the entire amount of earnest money paid shall stand forfeited and the applicant shall be left with no right or lien in the said unit. The amount paid, if any, over and above the earnest money shall be refunded by the Builder without interest only after the said commercial unit has been booked/provisionally allotted to another person. The absolute discretion in this behalf will be of the BUILDER only whether to cancel the provisional allotment or to charge aforesaid interest on delayed payments.

(c) Timely payment of the various installments and all other charges payable by the applicant is the essence of the terms of this booking/provisional allotment. It is clearly agreed and understood by the applicant that it shall not be obligatory on the part of the builder to send demand notices/reminders regarding the payments to be made by the applicant as per the schedule of payments.

(d) If the Applicant fails to take possession of the unit despite notice, after making full and final payment, or does not enter into the prescribed standard Builder-Buyer Agreement of the Builder, or is in breach of any terms and conditions of this application for allotment, the Builder shall have the right to cancel the provisional allotment and forfeit the entire amount of Earnest money and the Applicant shall be left with no right or Lien on the said unit. The amount paid, if any, over and above the earnest money shall be refunded by the Builder without interest only after the said commercial unit has been booked/provisionally allotted to another person. In case the builder at its sole discretion decide to condone the delay by the applicant in taking over the possession of the said premises in the manner stated above, the applicant shall pay to the builder holding charges @ Rs.25/- (Rupees Twenty Five only) per month per Sq. ft. of the covered area of the said premises for the entire period of the delay.
12. Assignment of the booking of the said Unit by the applicant(s) shall be permissible at the discretion of the Builder on payment of such administrative charges as may fixed by the Builder from time to time provided further that assignor and the assignee (new buyer) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of booking /provisional allotment including that of the dedicated usage fixed for the said commercial unit.
13. The APPLICANT hereby understands that if Covered Area of the Commercial unit differs at the time of possession/occupation, no other claim will be preferred by the applicant except the total sale price of the commercial unit will be adjusted accordingly on the basis of the rate at which the Unit was booked.
14. It is hereby agreed between the Builder and the Buyer that all letters posted to the Buyer by the registered / Speed post on the address mentioned in this Agreement (or on the changed address intimated by the Allottee

to the company in writing by registered post) shall be deemed to have been delivered or sufficiently served whether the same are returned undelivered or refused delivery by the Buyer.

15. In case there are joint applicant(s) all communication shall be sent by the Builder to the First Applicant/ at the address given by the applicant(s) for mailing shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s).
16. The APPLICANT hereby agrees to abide by all the terms and conditions imposed by the DDA, MCD or any other statutory authority.
17. The APPLICANT understands that cost of electrification of the complete commercial complex will be borne and paid by the BUILDER. However, the cost of individual electric connection for the commercial unit proposed to be allotted will be borne and paid by the applicant.

A 3 - phase connection with isolator will be provided in the commercial unit. The cost of electrical meter & security deposit towards electric connection will be payable as per actual. Further internal wiring & installation of electrical fittings will be done by the applicant at his own cost.

The commercial complex will have 100% Power backup. Provision will be made for 1 KW / 100 SQ.FT. of covered area for commercial unit. Any additional load if required will be charged extra towards one time non-refundable additional infrastructure cost.

18. Mall common circulation area & commercial units will be Air –conditioned. The builder will provide Air conditioning @ 1 ton / 150 Sq. Ft. of covered area. Inside ducting of commercial unit will be installed by the applicant at his own cost. Any additional Air –conditioning load if required will be charged extra towards one-time additional infrastructure cost.
19. The Builder shall provide Fire Safety Measures according to the existing Fire Safety Code regulations. If due to any subsequent legislation, government order or direction or guidelines in Fire Safety Code and / or National Building Code, if deemed necessary by the Builder at its sole discretion, additional Fire Safety measures are undertaken, then the applicant undertakes to pay within 30 days from the date of written demand by the builder, the additional expenditure incurred there-on in proportion to the super area of his commercial unit to the total super area of all the all the commercial units in the said commercial complex as determined by the builder.
20. The APPLICANT understands that it is not possible to utilize the Commercial unit effectively and to the maximum extent, until and unless the commercial complex where this commercial unit is situated is maintained properly by the Maintenance Agency. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the Commercial Complex shall be managed by the Builder or their nominated Maintenance Agency. The applicant(s) agrees and consents to such arrangement. Therefore, the APPLICANT hereby agrees to pay the maintenance charges to be calculated on the basis of covered area payable annually in advance which will be fixed by the BUILDER or by the Maintenance Agency at the time of possession. The applicant further agrees to deposit interest free Maintenance Security deposit @ Rs. 240/- (Rupees Two hundred Forty only) per Sq. Ft. of covered area at the time of possession to the BUILDER or its nominated maintenance agency. Any delay in making payment will render the applicant(s) liable to pay interest@ 18% per annum. Non payment of any of the charges in the time specified shall also disentitle the applicant(s) to the enjoyment of the common areas and services.
21. The APPLICANT will neither use nor permit to use the commercial unit for Liquor/wine shop, Meat Shop, Pan Shop, Atta Chakki or any other type of grinding Chakki, Automobile sale/purchase shop, Motor garage/Auto repair workshop & Auto accessories shop or any manufacturing process and Hardware shop.
22. The APPLICANT shall not close or encroach verandas or lounges or balconies or common passage or common corridor or staircase.
23. The APPLICANT shall not do any alterations in any elevation and outside colour scheme of the exposed walls or external doors & windows of the COMMERCIAL UNIT.

24. The applicant agrees and understands that he/occupant of the said commercial unit shall strictly adhere to the commercial complex opening and closing time as may be prescribed by the builder/as provided under statutory rules.
25. The Applicant further understands that the exhaust fan etc. shall be fixed only at the places, spaces specifically provided for it and which may be permitted by the Builder. Under no circumstances, the exhaust fans etc. can be permitted to be fixed at any place in the Commercial Unit without prior written consent of the Builder and Applicant is not permitted to fix anything like chinks, screens etc. on the outside of the windows, outer elevation which would be visible from the outside.
26. The Applicant understands that no exhaust fans are allowed to be fitted in the common corridors, staircases or lift lobbies or fit the same in a manner which would be visible in the said areas or would discharge any air into such area. Similarly no chinks or screen shall be fitted to overlook in the internal corridors or staircases or outer corridors or lobbies.
27. The APPLICANT may put up its signboard, after obtaining due written approval of the Builder, only at the space specifically designated by the Builder. The colour scheme and the size of the signboard shall be as prescribed by the Builder. The applicant shall ensure that no objectionable literature and graphics are contained or represented on its signboard. Other than this specific sign board if any additional sign boards/pole / directional sign boards are required by the applicant, permission to put up the same shall be obtained by the applicant from the Builder on payment of additional charges. The builder has the sole rights of advertisements on the face/façade of the said commercial complex or anywhere on the exterior of the commercial complex or common areas in the said commercial complex except at the places specifically earmarked and allotted to applicant by the builder.
28. Applicant (s) having NRI/PIO status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid-down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing such transactions, which may inter-alia, involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ the Builder, the amount paid by such applicant after suitable deductions will be returned by the Builder as per applicable rules without interest and allotment cancelled forthwith. The Applicant agrees that the Builder will not be liable in any manner on such account.
29. Loans from financial institutions to finance the said Unit may be availed by the Applicant. However, if a particular Institution/Bank refuses to finance on any ground, the Applicant shall not make an excuse for non-payment of further installments/dues.
30. The APPLICANT understands that the drawing displayed in the office/site of the BUILDER are provisional and subject to change during the course of construction at any time resulting in change of situation / increase / decrease of such area of space in question without any claim from the applicant. If for any reason whatsoever the whole or part of the project is abandoned including not acceptance of bid by accepting authority, no claim will be preferred by the PURCHASER except that the Applicant's money will be refunded without any interest and damage.
31. The Builder shall endeavor to give possession of the Unit to the Applicant within 24 months with a reasonable extension of 6 months from the date of commencement of construction, subject to force majeure circumstances and reasons beyond the control of the Builder.
32. If any misrepresentation/concealment/suppression of material facts is/are found to be made by the applicant(s), the earnest money deposited by the applicant(s) shall be forfeited and legal action for such misrepresentation / concealment / suppression of material facts may be initiated by the Builder.
33. That all disputes and differences between the parties touching this application for allotment or in respect of any matter with regard to rights, dues and liabilities of any of the parties, shall be settled by reference to arbitration to a sole arbitrator to be appointed by the BUILDER as per provision of Arbitration and Conciliation Act, 1996, together with any statutory amendments or modifications thereto. All such arbitration proceedings shall be held and conducted at Delhi. The courts at Delhi shall have exclusive jurisdiction to entertain any disputes arising hereof.

Annexure 2

PAYMENT PLAN

Commercial Unit No. :

Covered Area :

Floor :

Sale Price :- (Rupees.....
.....)

Date of Booking :

Payment Plan Opted Option A () or Option B ()

SCHEDULE OF PAYMENT – INSTALMENT

OPTION – A

- (I) Rs. - (Rupees.....)
Earnest money payable as per schedule given below :
- (II) Rs.....- (Rupees.....)
Balance payable within 30 days from the date of booking.
- (III) Rs.....Discount

OPTION – B

- (I) Rs. - (Rupees.....) Earnest money payable as per schedule given below :
- (II) Rs. - (Rupees.....)
Balance payable as per the schedule give below :
- (i) Rs. _____ - (Rupees.....) is payable in _____ (Nos) of equal monthly installments of Rs. _____ - (Rupees.....) payable on 07th day of every month starting from _____,
- (ii) Rs. _____ - (Rupees.....) final installment is payable within 7 days from the date of offer of the Possession.

Applicant (s) Signature (s)

(FOR OFFICE USE ONLY)

1. Name of Project : **RG SQUARE**
- Address : **Plot No. 2, LSC , Near Max Balaji Hospital,
I. P. Etn. Delhi-110 092**
- _____
2. Date of Booking : _____
3. Commercial Unit No. : _____
- Floor : _____
4. Covered Area : _____
5. Amount paid at the time of Booking : Rs. _____
- (Rupees _____)
6. Any other conditions.....

For Rajesh Projects (India) Private Limited

(Director)

Accepted by Applicant

Accepted
Signature of Applicant