

Application Form

RG MALL

Opposite Plot No.39
(Pragtisheel Apartments)
Sector-9, Rohini, Delhi-110085

RAJESH PROJECTS & FINANCE LTD.

Regd. Office : 225, 2nd Floor, Plot No. 01, DDA Community Center,
Sector – 14, Rohini, Delhi – 110085

Phone : 011- 42060901-05, 27554848 FAX: 011-27554850

APPLICATION FOR BOOKING

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APPLICATION FOR REGISTRATION OF ALLOTMENT OF
COMMERCIAL UNIT i.e. (Shop/Office/Store/Kiosk) IN

RG MALL,

Opposite Plot No.39 (Pragtisheel Apartments), Sector-9, Rohini, Delhi-110085

1. NAME OF THE APPLICANT / APPLICANTS

i)

2. ADDRESS:

a) Address of which all correspondence should be sent to (one address to be given in case of joint owners and all correspondence will be addressed in the first name)

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b) Local address, if any, in case of those residing abroad

c) Phone No.(Off.) :

(Res.) :

(Cell.) :

(Email.) :

3. a) Commercial Unit No. as per tentative plan :

b) Approximate covered area required :

:

4. Sale Price

5.. PAN No :

6. MISCELLANEOUS:

I/we, the applicant cum PURCHASER understand that:

- i) The sale price agreed upon have been calculated and fixed on the basis of covered area of the commercial unit. Covered area what I/we will understand is area inclusive of the area under the peripheri walls, area under columns and walls within commercial unit, half of the area underneath the wall common with the adjoining commercial unit. This sale price does not include the Super Area. The Super Area what we understand and hereinafter referred as inclusive of covered area, as detailed above plus proportionate share of areas utilized for common use in facilities viz. area under staircase, circulation area, area reserved/ utilized for lifts, shafts, passages, corridors, lobbies, refuge area, machine rooms and common toilets etc.
- ii) I/we the applicant further understand that ground rent is payable by me/us to the PROMOTER for payment to DDA, proportionately on the basis of Super Area, as per the terms and conditions of the DDA Perpetual Lease Deed. The ground rent is payable to DDA w.e.f. 23rd September, 2009
- iii) I/we also understand that the area of balconies/terraces/open area adjoining the commercial unit will be provided to us by the PROMOTER free of cost, for restricted use as advised by the DDA/Fire Department/any other statutory authority. These areas are subject to change without intimation to us. And I/we will have no right to claim the ownership of the same under any circumstances, as the same are provided, subject to convenience of the PROMOTER .
- iv) The applicant/PURCHASER 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 alongwith this application or as per the schedule mentioned in this application form. The commercial unit allotment is considered to be confirmed only after payment of complete Earnest Money. In case, I/we, the applicant/PURCHASER failed to pay the Earnest Money or any part thereof to the PROMOTER within stipulated period, as agreed, the allotment may not be confirmed by the PROMOTER, and in that event the part of Earnest Money paid shall stand automatically forfeited without any notice.
- v) In case, I/we, the applicant/PURCHASER make the complete payment of Earnest Money equivalent to 25% of sale price of the unit, the balance 75% payment will be paid by me/us, according to the installments as per agreed schedule attached herewith. It is further agreed by me/us that an interest @ 18% per annum shall be charged on the delayed payment by the PROMOTER. In case, I/we failed to pay two consecutive installment within the stipulated period, the allotment shall automatically stand cancelled without any prior notice to the effect and in that event the total amount deposited by me/us till such time shall be refunded after deducting Earnest Money which will be calculated on the basis of 25% of the total sale price of the commercial unit. The absolute discretion in this behalf will be on PROMOTER only.
- vi) The applicant/PURCHASER hereby understand 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.

- vii) The applicant/PURCHASER hereby understands that any transfer of allotment of commercial unit to third party will lead prior approval of the PROMOTER or the competent authority appointed by the PROMOTER in this regard, who may levy administrative charges for such transfer.
- viii) The applicant/PURCHASER hereby agrees to abide by all the terms and conditions imposed by the DDA, MCD or any other statutory authority.
- ix) The applicant/PURCHASER hereby agreed that except registration charges of the Perpetual Lease Deed which is to be borne by the PROMOTER, all other cost/charges and expenses in connection with the transfer of commercial unit in favour of applicant/PURCHASER including the cost of preparation, embossing, stamping and registration charges of the Agreement to Sell/Deed of assignment/conveyance deed(if applicable) to be executed in favour of PURCHASER including the freehold charges or any other charges payable to the DDA or any other statutory authorities shall be paid by the applicant/PURCHASER.
- x) The applicant/PURCHASER understand that cost of electrification of the complete building will be borne and paid by the PROMOTER. However, the cost of individual electric connection for the commercial unit proposed to be allotted will be borne and paid by the applicant/PURCHASER.
- xi) The applicant/PURCHASER 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 building shall be paid by the PROMOTER. This will discontinue as soon as construction of the building is completed and will be replaced by property tax which will be payable to MCD by the applicant/ PURCHASER as per the rules and policy of MCD or any other concerned statutory authority.
- xii) The applicant/PURCHASER understand that it is not possible to utilize the commercial unit effectively and to the maximum extent, until and unless the commercial building where this commercial unit is situated is not maintained properly by the Maintenance Agency. Therefore, the applicant/PURCHASER hereby agrees to pay the maintenance charges to be calculated on the basis of covered area payable one year in advance which will be fixed by the PROMOTER or by the Maintenance Agency at the time of possession. The applicant/PURCHASER further agrees to deposit interest free Maintenance **Security deposit @ Rs.300.00** (Rupees three hundred) per Sq. Mtrs. of covered area at the time of possession to the PROMOTER or its nominated maintenance agency.
- xiii) The applicant/PURCHASER will neither use nor permitted 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.
- xiv) The applicant/PURCHASER shall not close or encroach verandas or lounges or balconies or common passage or common corridor or staircase.
- xv) The applicant/PURCHASER shall not do any alterations in any elevation and outside colour scheme of the exposed walls or external doors & windows of the COMMERCIAL UNIT.

- xvi) The applicant/PURCHASER may put up any name or sign board outside of his COMMERCIAL UNIT on the space specifically provided by the PROMOTER/BUILDER for this purpose and he shall not use any other space or common area for that purpose.
- xvii) The applicant/PURCHASER understands that the drawing displayed in the office of the PROMOTER 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 purchaser. If for any reason whatsoever the whole or part of the project is abandoned or delayed including not acceptance of bid by accepting authority, no claim will be preferred by the PURCHASER except that the buyer money will be refunded without any interest and damage.
- xviii) The applicant/PURCHASER hereby agree to abide by the terms and conditions as laid down by the PROMOTER for the allotment of the aforesaid commercial unit and further agree to sign the agreement/allotment letter on the builder's standard form as and when required by the PROMOTER. This AGREEMENT/ALLOTMENT LETTER has been seen and understood by the PURCHASER and consented thereto.
- xix) That all disputes and differences between the parties touching this application for allotment or any clause of agreement/allotment letter in respect of any matter of omission and commission of which regard to rights, dues and liabilities of any of the parties, the same shall be settled by reference to arbitration before arbitrator to be appointed by the PROMOTER as per provision of Arbitration and Conciliation Act, 1996, conciliation and arbitration ordinance 1996. All such arbitration proceedings shall be held and conducted at Delhi and the courts at Delhi shall have jurisdiction to try the same.

SCHEDULE OF PAYMENT – INSTALLMENT

Date of Booking :

(Signature of Applicant)

(FOR OFFICE USE ONLY)

1. **Name Of Project** : **RG MALL**
Address : Opposite Plot No.39 (Pragtisheel Apartments),
Sector-9, Rohini, Delhi-110085
2. **Date Of Application** :
3. **Commercial Unit No.**
4. **Floor** :
5. **Amount paid on the time of Booking** :
6. **Any Other Conditions.** :

For Rajesh Projects & Finance Ltd.

(Director)

Accepted

(Signature of Applicant)