FIRST CITY

Booking Application Form

FCP/Commercial PH-I/2021-22/XX

I / We, the undersigned (hereinafter referred to as the "**Applicant(s)/Prospective Lessee(s)"**), am/are interested in taking on lease of the below mentioned commercial unit (hereinafter referred to as the "**Scheduled Property"**, which is more fully described in the Schedule of the Property hereto) and hereby apply for the allotment of the said Scheduled Property constructed/being constructed/developed by Nagpur Integrated Township Private Limited (the "**NITPL/Promoter/Developer"**) on the land measuring Acres ……. cents (**"Commercial Phase-1 Land")**, situated within the Registration Division & District Nagpur, Sub Division & Taluka Nagpur (Rural) Revenue Village Khapri (Rly) bearing Khasra Nos. …….. being part of the First City Project (**FCP**) development (Hereinafter referred to as **"Commercial Shopping Phase-1"**) for the lease consideration mentioned below (hereinafter referred to as the "**Lease Consideration"**). The Applicant(s) hereby agrees to abide by all of the terms and conditions enclosed hereto which shall form a part of this Booking Application Form and will be binding on the Applicant(s):

NAME OF THE APPLICANT(S) S/o. D/o. W/o. **NAME OF THE CO-APPLICANT** S/o. D/o. W/o.	1. 2. 			Please Affix Passport size Photograph of 1st Applicant duly signed across
ADDRESS: (Attach self attested copies of Passport / Voter ID / Driving License / Aadhar Card and PAN for proof of address and identity) **e-mail:**	Present		Permanent	
TEL No. Residence				
Office:				
Mobiles				
AADHAR No.				
PAN No.				
PROPERTY Commercial Shop No.		**Facing**		
AREA (Square feet)		**Price/sq. ft** (Rs)		
Lease Price (Rs.) (which does not include other charges mentioned in the Annexure)		**Discount, if any** ***Lease Consideration Rs.**		
Booking Advance (Being payment of the first 10% of the Lease Consideration)	Cheque/DD No. Bank & Branch Amount Rs. & Date		Date : R. No.:	
The Present Booking is through an Agent:	**YES / NO**	**Name of the Agent**	**Agent Code**	

****The Applicant(s) on allotment of the Scheduled Property shall pay, in addition to the Lease Consideration, other charges specified in the Annexure to this Booking Application Form.***

Note: *Power of attorney / authorization letter, attested by a public notary shall be submitted to the Developer, in case the application is submitted by a person on behalf of the Intending Lessee(s). If the said power of attorney / authorization letter is executed outside India, the said power of attorney / authorization letter shall be attested by Indian embassy in the respective country where it was executed.*

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SCHEDULE OF THE PROPERTY

All that piece and parcel of Commercial Shop No. **…….** on **……** Floor, in building known as "**……**" Wing "**…….**" admeasuring about **……** Sq. Mtrs (i.e., **…….** Sq. Feet) Carpet Area [Built-up area **……** Sq. Mtrs. (i.e. **…….** Sq. ft)] constructed on land admeasuring acres …… cents, situated within the Registration Division & District Nagpur, Sub Division & Taluka Nagpur (Rural) Revenue Village Khapri (Rly) bearing Khasra Nos. …… …… and bounded by:

North : ……

South : ……

East : ……

West : .....

ANNEXURE I

TOTAL AMOUNT PAYABLE:

Commercial Shop Value		Amount in Rs.
i)	Lease Consideration for Carpet Area of ……. Sq.Mt. (**……** Sq. ft) [Saleable Area …….. Sq.Mtrs. (i.e., …….. Sq. ft)]	
ii)	Car Parking Charges	**NA**
iii)	Terrace Area Charges	**NA**
	Total for Commercial Shop Value	
Other Charges		
iv)	Water, Electricity, Sewerage and Generator Charges	
v)	Internal & External Development Charges	
vi)	Legal and Documentation Charges	
vii)	Corpus Fund @ Rs.10/- per square feet for **……** square feet of Saleable area	
viii)	12 months advance maintenance charges @ Rs. **3** per sft of Saleable Area	
TOTAL LEASE CONSIDERATION		

Note: The above mentioned charges are excluding all taxes, registration charges & duties, and maintenance charges which shall be payable on demand.

1._____ 2._____

Signature of Applicant(s): Date: _____

Place: _____

ACCEPTANCE BY THE DEVELOPER

We, Nagpur Integrated Township Private Limited being the Developer do hereby accept the aforesaid Booking Application Form, subject to the terms and conditions contained herein and in the enclosed Terms and Conditions for allotment. Failure by the Applicant(s) to adhere to these terms and conditions will entitle the Developer to cancel this Booking Application and forfeit the amounts towards cancellation and administrative charges as mentioned in the Terms & Conditions enclosed hereto.

For Nagpur Integrated Township Private Limited

Authorised Signatory Date:----------

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Terms & Conditions for Allotment

1. The Applicant(s) agrees and confirms that he/she has seen/read and understood the specifications/drawings/plans/particulars of amenities/ title rights of the Developer over the **Commercial Phase-1 Land** including the Scheduled Property being developed on the said "**Commercial Phase-1 Land"** and having completely understood and satisfied with the said specifications / drawings /plans/ particular of amenities/title rights, the Applicant(s) is/are making this application for allotment of the Scheduled Property on lease hold basis and he/she shall not have any objection or claim whatsoever in future.

2. The Applicant(s) is required to submit a duly signed Booking Application Form along with a token amount to the tune of Rs.1,00,000/- ("**Booking Advance**") which shall be adjusted towards the Advance (defined hereinafter) to be paid by the Applicant(s) on allotment of the Scheduled Property vide an Agreement for Lease.

3. The Applicant(s) herein clearly understands and confirms that the acceptance of duly filled in Booking Application Form and acceptance of the said Booking Advance by the Developer does not constitute any legally binding commitment on the part of the Developer to allot the Scheduled Property and it is only in the nature of expression of interest on the Applicant's/s part to apply for a commercial unit in FCP, Phase-1 on lease hold basis subject to the terms and conditions contained under this Booking Application Form.

4. In the event of non-acceptance of this Booking Application Form by the Developer, the Booking Advance will be refunded without any liability towards costs/damage/ interest etc on the Developer.

5. On acceptance of the booking and considering for allotment of the Scheduled Property by the Developer, 10% (Ten Percent) of the Lease Consideration (hereinafter referred to as "**Advance**") shall be paid by the Applicant(s) within 30 (Thirty) days from the date of booking or such other extended date as allowed by the Developer, but not beyond 45 days from the date of booking. Any Booking Advance paid by the Applicant(s) shall be adjusted towards the said Advance payable. On payment of the Advance by the Applicant(s), a provisional allotment letter or an Agreement for Lease will be issued by the Developer containing detailed terms and conditions relating to the allotment and lease of the Scheduled Property ("**Letter of Allotment or Agreement for Lease**"). In the event of failure by the Applicant(s) to pay the Advance within 30 (Thirty) days from the date of booking or such other extended date as allowed by the Developer, but not beyond 45 days from the date of booking, the booking will be cancelled and amounts paid along with the Booking Application Form will be forfeited by the Developer as per clause 9 mentioned hereinafter.

6. On allotment of the Scheduled Property to the Applicant(s), the Applicant(s) agrees to pay all further installments towards the Lease Consideration and other charges/duties/taxes stipulated in the Booking Application and the **Letter of Allotment or the Agreement for Lease** to be issued.

7. All payments including the Advance shall be made by the Applicant(s) to the Developer vide crossed Cheque / Demand Draft / RTGS in favor of "**Nagpur Integrated Township Private Limited – Collection A/c**", payable at A/c No. ……, **……**Bank, , Nagpur (IFSC Code: ……..).

8. The timely payment of installments shall be the essence of this booking / allotment. In the event the Applicant(s) (i) fails to pay the installments towards the Lease Consideration in accordance with payment schedule specified in the **Letter of Allotment or Agreement for Lease** ("**Defaulted Installments**") ; and/or (ii) breaches any terms and conditions of allotment as specified in this Booking Application Form and/or the **Letter of Allotment or Agreement for Lease** , the Applicant(s) understands that his/her allotment shall be cancelled and in which event the Applicant(s) agrees to forego the Advance paid to the Developer as stipulated in this Booking Application Form and/or **Letter of Allotment or Agreement for Lease** . However, notwithstanding anything to the contrary, the Developer, may at its sole discretion condone the delay caused in the payment of the Defaulted Installments by the Applicant and may extend the time period for payment of such Defaulted Installments by the Applicant(s) and in such a case, the Applicant(s) agrees to pay interest on the Defaulted Installments at the SBI PLR + 2 % rate of interest per annum calculated from the original due date for payment of the said installments until the date of payment of such Defaulted Installments. The Applicant agrees and confirms that interest on the Defaulted Installments constitutes a genuine pre-estimate of the loss and damage that the Developer shall incur due to the delay in the payment of the installments as per the Letter of Allotment. If the booking is cancelled by the Developer for non-payment of the balance Lease Consideration as provided under the payment schedule under the **Letter of Allotment or Agreement for Lease** , the Developer shall deduct and retain 10% (Ten percent) of

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Lease Consideration as forfeiture amount ("**Deduction**") and refund the balance monies, if any, remaining after making such Deduction to the Applicant(s) without interest. The Applicant further agrees and confirms that the Deduction charges constitutes a genuine pre-estimate of the loss and damage that the Developer shall incur in the event of non-payment of the installments as per the **Letter of Allotment or Agreement for Lease** and the loss opportunity suffered by the Developer as a result of cancellation of the booking due to default in the payment of installments committed by the Applicant.

9. In the event before the **Letter of Allotment or Agreement for Lease** is issued by the Developer, the Applicant(s) withdraws or cancels their booking made under this Booking Application Form, the Developer shall be entitled to forfeit the entire Booking Advance of Rs.1,00,000/- (Rupees One Lakh only) paid by the Applicant(s) ("**Cancellation Charges**"). The Applicant(s) hereby recognizes and agrees that the Developer shall incur cost and expense and loss of opportunity in case of withdrawal or cancellation of their booking under this Booking Application Form and accordingly agrees to bear the Booking Advance Forfeiture as "Cancellation Charges". The Applicant further agrees and confirms that the Cancellation Charges constitutes a genuine pre-estimate of the loss and damage (including loss of opportunity) that the Developer shall incur in the event of cancellation of the booking by the Applicant(s).

10. Upon cancellation of the booking / allotment of the Scheduled Property for whatsoever reason, the Applicant(s) shall not have any claim on the said Scheduled Property and the Developer shall be at liberty to resell / re-assign or otherwise deal with the Scheduled Property as the Developer may deem fit.

11. The Applicant(s) on registration of the Scheduled Property in their favour is/are entitled to avail all the facilities and amenities along with all the commercial units lessees either in the present phases or in the future phases, on payment of user charges basis.

12. In the event of the Applicant(s) availing housing loan from any source to finance the leasing of Schedule Property, under no circumstances shall the Developer be bound by any of the terms & conditions agreed upon between the Applicant(s) and such lender / financer.

13. The Applicant(s) understands and acknowledges that the Lease Consideration does not include charges towards external development, infrastructure development, water, electricity; DG set charges, sewerage, corpus / sinking fund etc. The Applicant(s) agrees and undertakes to pay the said charges separately as per the Annexure enclosed to this Booking Application Form.

14. The Applicant(s) further agree and undertake to pay all the taxes, including but not limited to GST, registration charges, levies, duties etc., and any other charges levied by any authority. The Applicant(s) also agree and undertake to bear and pay all stamp duty and registration charges as may be applicable on the Lease of the Schedule Property.

15. The Applicant(s) shall not transfer / assign their interest in the Scheduled Property without prior written permission of the Developer. However, subject to the written permission of the Developer, the Applicant(s) further agrees and undertakes to pay Rs.1,00,000/- (Rupees One Lakh only) along with applicable GST as transfer fee, administrative and documentation charges) for the change of name of the allotment to either his/her spouse or blood relatives (i.e., own brother, own sister, father, mother, children, grand children and provide evidence of relation). In any other case, the Applicant(s) agrees to pay Rs.300/- (Rupees One Hundred only) per square feet, along with applicable GST, of the Scheduled Property for change of name of the allotment. Notwithstanding, anything contained herein clause 15, further it is made clear that in the event the Developer agrees to transfer as mentioned supra, apart from the administrative charges mentioned therein all the cancellation/registration charges including legal and other incidental charges on account of transfer of the said Property are to be borne by the Prospective Lessee alone.

16. The Applicant(s) further agrees and understands that the Scheduled Property is only meant for commercial purposes and for no other purpose. The Applicant(s) undertakes that he/she will use the Scheduled Property only for commercial purposes and shall not use it for any other purpose or for carrying on any illegal activities. Breach of this clause shall be construed to be breach of the terms and conditions of the booking / allotment.

17. The Applicant(s) undertakes to execute all and every document required for the proposed transfer and registration of the Scheduled Property, and for smooth maintenance of First City Project without any difficulty/ies.

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18. The Applicant(s) agrees that the Developer shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge of the FCP Land.

19. The Applicant(s) shall get his/her complete address registered with the Developer at the time of booking and it shall be his/her responsibility to inform the Developer about any changes in his/her address.

20. The Applicant(s) agrees and confirms that, in cases of joint applicants, all communications shall be sent by the Developer to the 1st Applicant whose name appears first in this Booking Application Form and which shall for all purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other co-applicant.

21. The Applicant(s) understands and agrees that the Developer/architect reserves the right to change/revise/delete/omit any detail, material, design, drawing, layout, finishes etc., as they deem fit or may consider necessary or as may be necessitated without however substantially altering the size of the Scheduled Property or its specifications and external dimensions.

22. The offer is subject to the terms and conditions that are being mentioned in the **Letter of Allotment or Agreement for Lease**. The offer may be withdrawn /cancelled by the Developer at any given time without notice.

23. If as a result of any rules, regulations, or directions passed by the government authority there is a delay or withholding or denial of grant of necessary approvals for the execution of the **"Commercial Shopping Phase-1"** or due to Force Majeure Conditions, the Developer, after receiving Booking Application Form and/or issuing of **Letter of Allotment or Agreement for Lease** is unable to deliver the Scheduled Property to the Applicant(s) the Developer shall be liable only to refund the amounts received from the Applicant(s) Force Majeure Conditions shall have the meaning assigned to it under the Letter of Allotment.

24. The Applicant(s) further understands and agrees that the areas mentioned herein above may be subject to change due to technical reasons and the Lease price shall be adjusted based on increase / decrease in the above mentioned areas.

25. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the **Letter of Allotment or Agreement for Lease** and the definitive documents to be entered into between the Developer and the Applicant(s).

26. The Applicant(s) do hereby declare that the Booking Application Form is signed by him /her on his/her own will and consent, with complete satisfaction after reading and understanding the Terms and Conditions mentioned herein including seeing and verifying the specifications / drawings / plans / particulars of amenities to the Scheduled Property, including the title deeds thereof.

27. The undersigned Applicant(s) do hereby declare "*That the above mentioned particulars/information furnished by me/us are true and correct to my /our knowledge and no material information has been concealed. On the basis of the information furnished, the Booking Application Form may be considered by the Developer for allotment of Scheduled Property. In case it is found that any material misstatement or materially incorrect information has been furnished, then the Booking Advance amount paid by me/us shall stand forfeited and the Booking Application for allotment of Scheduled Property will be cancelled by the Developer without any further notice to me/us*".

I/We the Applicant(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

Signature of Sole/First Applicant **Signature of Second Applicant**

Date:

Place: _____

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