

**APPLICATION FOR ALLOTMENT OF UNIT IN “BLOCK A”**

**"INDIA JEWELLERY PARK MUMBAI" SITUATED AT MAHAPE, NAVI MUMBAI**

Application No. \_\_\_\_\_

Date.....

**INDIA JEWELLERY PARK MUMBAI (IJPM)**

C/o The Gem & Jewellery Export Promotion Council  
D2B, D Tower, West Core Wing, Bharat Diamond Bourse,  
Bandra Kurla Complex, Bandra (East),  
Mumbai – 400051,  
Maharashtra, India

I / We submit this application for provisional allotment of a unit on sub-leasehold basis in the upcoming Indian Jewellery Park named as "**INDIA JEWELLERY PARK MUMBAI**" ('Project') in **Block A** situated at Mahape, Navi Mumbai. The Gem & Jewellery Export Promotion Council (“GJEPC”) formed Special Purpose Vehicle (SPV) and its wholly owned subsidiary Section 8 company known as “**India Jewellery Park Mumbai**” (**IJPM**) (hereinafter referred to as “**DEVELOPER/LESSOR**”) on 17 January 2018, limited by guarantee as an SPV. IJPM is formed to promote and maintain, operate, advance, improve, enhance, devise, evaluate, execute, protect and develop a **Jewellery Park**. The project is envisaged to house more than 2,000 Gems and Jewellery units on 21.3-acre plot of land (Permitted FSI3) in Mahape, Navi Mumbai. (hereinafter referred to as the “plot”) we have examined the documents confirming right, title and interest of the LESSOR and its authority, entitlement, sanctions and tentative sales plan of the said project.

I / We, \_\_\_\_\_, the undersigned am / are interested in purchasing following units by paying booking amount -

Unit Type	Size (Sq. Ft.)	Rate Per Sq.Ft.*	Floor	No. of Units (to be filled by Applicant)
Type 1	5273 Sq. Ft.	7400	1 <sup>st</sup> to 5 <sup>th</sup>	
Type 2	4429 Sq. Ft.	7250	6 <sup>th</sup> to 10 <sup>th</sup>	
Type 3	3550 Sq. Ft.	7100	11 <sup>th</sup> to 12 <sup>th</sup>	
Type 4	2672 Sq. Ft.	7100	13 <sup>th</sup> to 14 <sup>th</sup>	

\* *The rates are indicative and may vary during the time of booking. Actual cost may change once all project elements are finalized or negotiated.*

*Sq. Ft. in Rera Carpet Area*

**Construction Link Payment Schedule**

- 10 % - On Booking of the Unit(s)
- 5 % - On Registration
- 15 % - Plinth
- 12 % - Slab Work 1
- 12 % - Slab Work 2
- 12 % - Slab Work 3
- 12 % - Structure & Plaster Flooring etc.
- 12 % - Electric Work, Plumbing, tiling etc.
- 10 % - Possession

I/We remit herewith a sum of Rs. \_\_\_\_\_/- (Rupees..... Only) as booking amount which is to be treated as application money in respect of the said COMMERCIAL / OFFICE SPACE in "INDIA JEWELLERY PARK MUMBAI" as per the details mentioned :-

Cheque/RTGS/NEFT/ECS Number	Dated	Amount	Drawn On

IJPM Bank Details -

Company Name	India Jewellery Park Mumbai
Bank	ICICI Bank Ltd.
Branch	Bharat Diamond Bourse
A/c No.	121701001403
IFSC Code	ICIC0001217
A/c Status	Saving A/c

**PARTICULARS OF THE APPLICANT**

My / Our details are as follows -

<b>APPLICANT NAME</b>	
<b>NAME OF THE COMPANY/FIRM/LLP/OPC/OTHER</b>	
<b>DATE OF BIRTH / REGISTRATION</b>	
<b>ADDRESS</b>	
<b>MOBILE NO</b>	
<b>EMAIL ID</b>	
<b>OWNERSHIP DETAILS</b>	
<b>GJEPC MEMBER</b>	
<b>PAN /TAN /CIN NUMBER</b>	

**DECLARATION**

I/We, the Applicant(s), do hereby declare that my / our application for the provisional allotment of unit(s) on sub-lease hold right basis is irrevocable and that the above particulars / information / details given by me / us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant (s), the LESSOR shall be entitled to forfeit the amount deposited by the Applicant (s)

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**NAME AND SIGNATURE OF APPLICANT**

## **KYC DOCUMENTS**

### **RESIDENT OF INDIA :**

- Copy of PAN Card.
- Address Proof
- ID proof
- Bank attested signatures ( Original Copy)
- Photographs in all cases

### **PARTNERSHIP FIRM :**

- Copy of PAN card of the partnership firm
- Copy of Partnership Deed
- Bank attested signature
- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### **PRIVATE LIMITED & LIMITED COMPANY :**

- Copy of PAN card of the company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the Company.
- Bank attested signatures of authorized signatory
- Address proof of Company

### **HINDU UNDIVIDED FAMILY (HUF) :**

- Copy of PAN card of HUF
- Authority letter from all co-parcener's HUF authorizing the Karta to act on behalf of HUF.

### **NRI / FOREIGN NATIONAL OF INDIAN ORIGIN :**

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation form from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

**TERMS AND CONDITIONS FOR ALLOTMENT OF A COMMERCIAL / OFFICE SPACE(S) IN**  
**"INDIA JEWELLERY PARK MUMBAI"**

The terms and conditions given below are of indicative nature with a view to apprise the applicant(s) with the terms and conditions as may be comprehensively set out in the Allotment Letter, which upon execution shall supersede the broad terms and conditions as set out along the application. The Applicant(s) shall sign all the pages of these conditions in token of his / her acceptance of the same.

1. The Applicant(s) has applied for the PROVISIONAL allotment of a unit(s) on sub-leasehold basis to be developed in the proposed Commercial Complex named as **"INDIA JEWELLERY PARK MUMBAI" (Developer)** situated at Mahape, Navi Mumbai.
2. The provisional booking does not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documentation. i.e. agreement is executed.
3. The purchaser shall execute the required documents within a period of 90 days from the date of booking along with 5 % payment on registration.
4. Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.
5. The Gem & Jewellery Export Promotion Council ("GJEPC") formed Special Purpose Vehicle (SPV) and its wholly owned subsidiary Section 8 company known as **"India Jewellery Park Mumbai" (IJPM)** (hereinafter referred to as **"DEVELOPER/LESSOR"**) on 17 January 2018, limited by guarantee as an SPV. IJPM is formed to promote and maintain, operate, advance, improve, enhance, devise, evaluate, execute, protect, and develop a **Jewellery Park**.
6. The Applicant agrees to enter into the fresh agreement subject to payment of instalment, which contains detail terms and conditions.
7. The proposed offer of this document is exclusively for industrial units in **Block A** only.
8. The allotment of the unit(s) is entirely at the discretion of LESSOR. The unit(s) are restricted to specific use as mentioned and the applicant is bound to use the unit(s) for designated purpose only. The applicant(s) has examined the plans, designs and specifications of the unit(s) which are tentative and agree that DEVELOPER / LESSOR may effect such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be done by any competent authority. The applicant(s) agree that no claim, monetary or otherwise will be raised in case of any change in location and/or area of the unit(s). It is clarified that the initial rate of deposit/booking of the unit(s), will be applicable on the final area which can be slightly less or more than the area mentioned above.
9. The Applicant agrees to pay the instalments as per the plan opted by him / her / them of the unit(s) and other charges calculated on the basis of land rate per square feet, preferential Location charges per square feet and any other charges or levies as may be levied by the Competent Authority. It is further understood by the Applicant that the calculation of all the charges applicable shall be more clearly defined in the Allotment Letter.
10. If any Applicant(s) fails to pay instalments and as per the payment plan and maintenance charges or any amount due on the stipulated Due Dates, an interest @ 15% p.a., on such due amount will be charged from the Applicant(s)
11. All payments by the applicant shall be made to the DEVELOPER / LESSOR through demand drafts / cheques / RTGS / NEFT /ECS/payment gateway (available on website) in favour of **"INDIA JEWELLERY PARK MUMBAI"**.
12. The DEVELOPER has made clear to the Applicant that it shall be carrying out extensive developmental/ construction activities as it may deem fit in future in the entire area falling outside the said Unit(s)/ Project and the Applicant has confirmed that he/she shall not raise any objections or make any claims or default in any payments as demanded by the DEVELOPER / LESSOR on account of inconvenience, if any, which may be suffered by him / her due to such developmental / construction activities or incidental / related activities. The DEVELOPER / LESSOR relying on this specific undertaking of the Applicant in this application may provisionally

- agree to allot the unit(s) and this undertaking shall survive throughout the occupancy of the unit(s) by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.
13. The Applicant(s) has seen and accepted the plans, designs, specifications which are tentative, and the Applicant is making this application for provisional allotment with the full knowledge about the building plans, proposed specifications, location of the unit(s), buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the DEVELOPER / LESSOR may consider necessary or as directed by the concerned Competent Authority and/or Architect, at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate by concerned Competent Authority. The Applicant has in token of his / her / their / its acceptance of various lay-out plans of the said unit(s) to be situated in the Indian Jewellery Park Mumbai and specifications, signed and executed and the Applicant shall not raise any dispute / claim against the DEVELOPER / LESSOR in this regard at any time whatsoever. The Applicant hereby gives his/her/their/its consent to such variation/additions/alterations and modifications.
  14. The DEVELOPER shall have the right to effect suitable and necessary changes / alterations / modifications/ adjustments / variations / amendments and / or revisions in the lay-out plans in the building or block of buildings of the Project, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of the unit(s), change in the number of the unit(s) / or change in its dimensions or change in the height of the Commercial Complex / Project or the building or change in its area. The Applicant understands that to implement any or all of the above changes, supplementary agreements, if necessary, will be executed and further agrees to execute other such documents to effectuate such understanding. The Applicant further agrees and understands that if there is any increase /decrease in the super area, their rate per square foot and other charges will be applicable to the changed area i.e. at the same rate at which the unit(s) was booked. In the event of any increase in the super area, the DEVELOPER / LESSOR shall be entitled to recover from the Applicant the additional price and such other proportionate charges, costs and expenses as the case may be.
  15. Further, it is agreed by the Applicant(s) that in the event of the failure of the Applicant(s) to take the possession of the unit(s), upon being intimated about the same by the DEVELOPER / LESSOR and in the manner as specifically described in the Allotment Letter, the DEVELOPER / LESSOR shall have the option to cancel his / her / their / its allotment and avail the remedies as stipulated in the Allotment Letter or the DEVELOPER / LESSOR may, without prejudice to its rights under any of the clause of the Allotment Letter and at its sole discretion, decide to condone the delay by the Applicant(s) in taking over the unit(s).
  16. The DEVELOPER shall not be responsible towards any third-party making payment / remittances on behalf of the Applicant(s) and such third party shall not have any right in the application / leasing of the unit(s) applied for herein in any way. The DEVELOPER / LESSOR shall issue receipt for payment in favour of the Applicant(s) only.
  17. The Applicant(s) agrees that the provisional registration of the unit(s) as well as the final allotment thereafter of the unit(s) shall be subject to force majeure clause which inter-alia includes delay on account of non-availability of the steel and / or cement and / or other building materials, water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the DEVELOPER / LESSOR, civil commotion or by reasons of war, enemy action, earthquake or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and / or any other public competent authority or for any other reason beyond the control of the DEVELOPER / LESSOR and in any of the aforesaid events the DEVELOPER / LESSOR shall be entitled to a reasonable extension of the time for delivery of possession of the unit(s). for any of the aforesaid event, the DEVELOPER / LESSOR shall be entitled to a reasonable corresponding

extension of the time of delivery of possession of the unit(s) on account of force majeure circumstances and in such eventually the ALLOTTEE(S) will not claim any amount of money by way of refund / damages / compensation / interest, etc. from the DEVELOPER / LESSOR. In case of the DEVELOPER / LESSOR abandoning the scheme for any reason beyond its control then the DEVELOPER / LESSOR'S liability shall be limited to the refund of the amount paid by the APPLICANT(S) as per the terms of Allotment Letter without interest. It is further categorically understood by the Applicant(s) that the DEVELOPER / LESSOR as a result of any contingency including force majeure reserves its right to alter, add or vary the terms and conditions of the allotment or if the circumstances beyond DEVELOPER / LESSOR'S control so warrant, the DEVELOPER / LESSOR may suspend the project / scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Applicant for the period of delay / suspension of scheme.

18. That the transfer / assignment of the unit(s) including rights as Allottee(s) herein, Applicant(s) shall require prior written permission, which will be at the sole discretion of the DEVELOPER / LESSOR and if permitted, the Transferor / transferee has to pay the transfer charges of the unit(s), at the time of the said transfer. Any change in the name of the APPLICANT(S) (including addition/deletion) as registered with the DEVELOPER / LESSOR will be deemed as transfer for the purpose.
19. That in case of death of the APPLICANT(S), the allotted unit(s) would be transferred to the legal heir(s) of the APPLICANT(S) on submission of the required documents, as per Law.
20. The Applicant(s) is / are, entitled to get the name of his / her / their nominee (s) in his / her / their place with the prior approval of the DEVELOPER / LESSOR, who may at its sole discretion permit the same on such conditions as it may deemed fit. The Applicant(s) shall pay to the DEVELOPER / LESSOR, transfer charges as applicable from time to time for the purpose of such substitution / nomination / transfer.
21. All statutory charges, Service Tax, other taxes, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities shall be payable by the applicant(s) from the date of booking as per demand raised by the DEVELOPER / LESSOR.
22. The applicant hereby agrees to comply with all the prevailing laws applicable in respect of the unit(s), the terms and conditions of the direct lease granted by MIDC Authority including but not limited to provisions of, Environment (Protection) Act. 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc., and the applicant(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.
23. That any dispute, controversy or claim arising out of our in relation to these terms and conditions and / or breach and invalidity thereof, if the same cannot be settled amicably among the parties herein, shall be settled in accordance with the Indian Arbitration and Conciliation Act. 1996 (as amended).
24. The Courts at Mumbai shall have jurisdiction in case of any dispute.
25. The illustrations and pictures are only representational purpose and do not constitute any representation of any nature with regards to the project. No offer is to be made basis the illustration and pictures in the advertisement, brochure, and pamphlets. The expression of interest is an offer from the customer / client basis the information as available in the EOI. Either party can terminate EOI without any cause, breach, eventuality, or circumstance. No equities are created or intended to be created by participating in this EOI. The offer and the deposit herein does not constitute a contract unless the offer is accepted by IJPM by a separate document in writing and intimated the same to the customer / client.

I / We 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 shall be comprehensively set out in the Allotment Letter which shall supersede the terms and conditions set out in this application.

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**NAME AND SIGNATURE OF APPLICANT**