

APPLICATION FORM

APPLICATION FOR BOOKING OF IT/ ITES UNIT IN PROJECT “**EARTH’S SAPPHIRE COURT**”

Dear Sir/s

I/We request that I/We may be register for Allotment of an IT/ITES Unit in your upcoming Project “**Earth’s Sapphire Court**” being developed and constructed by your company at, Plot No.48, Knowledge Park-5, Greater Noida, U.P.

I/We agree to sign and execute, as and when desired by the Company (on confirmation of allotment), the Allotment Letter, Buyer’s Agreement/Grant of Lease on the Company’s standard format contents whereof have been read and understood by me/us. I/We agree to abide by the terms & conditions enclosed with this application from.

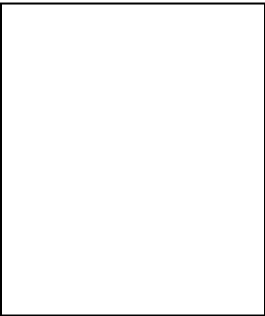
I/We remit herewith a sum of Rs...../- (Rupees.....Only) by Bank Draft/cheque payable at Delhi /New Delhi towards the booking amount or part thereof/ earnest money or part thereof forIT/ITES unit/ units. (All drafts and cheques to be drawn in favour of “Earth Infrastructures Ltd.”)

I/We further agree to pay the installments of basic cost and allied charges as stipulated/ demanded by the Company and/ or as contained in the payment opted by me.

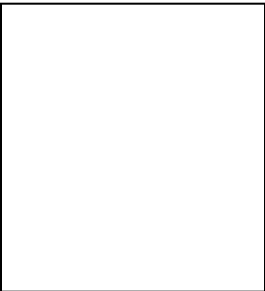
Signatures of all applicants as a token of acceptance of all terms and conditions.....

My / Our particulars as mentioned below may be recorded for reference and communications:

1. First Applicant Mr./ Mrs./ Ms. /M/s.
Son / Wife / Daughter of Mr./ Mrs.....
Date of Birth / Date of Incorporation.....
Profession / Constitution of Firm
Residential Status: Resident/ Non-resident/ Foreign National of Origin
Nationality.....
Address.....
Office.....
Tel. Res.....Off.....Mobile.....
Fax No.....E.mail.....
Marital Status.....
Income Tax Permanent Account No.....Passport No.....



2. Second Applicant Mr. / Mrs. / Ms. / M/s.....
Son / Wife / Daughter of Mr./ Mrs.....
Date of Birth / Date of Incorporation.....
Profession / Constitution of Firm
Residential Status: Resident/ Non-resident/ Foreign National of Origin
Nationality
Address.....
Office.....
Tel. Res.....Off.....Mobile.....
Fax. No.....E.mail.....
Marital Status.....
Income Tax Permanent Account No.....Passport No.....



Signatures of all applicants as a token of acceptance of all terms and conditions.....

3. Payment Plan Option: [A] Down Payment plan
 [B] Construction Linked Plan
 [C] Flexi Payment Plan
4. Basic Sale Price (BSP) : Rs. (per sq. ft.)
 "PLC" (as applicable) : Rs. (per sq. ft.)
 Car Parking Open Covered
 Club Membership charges : Rs.
 Other Charges (as applicable) : Payable at the time of possession
5. Area : Sq. Ft. (approx.)

I/ We the above applicant (s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/we agree that any allotment based on this application shall be subject to fulfillment of the basic terms and conditions attached to this application.
 I/We shall abide by the terms and conditions, and the payment plans attached to this application, and which shall ipso-facto be applicable to my/our legal heirs and successors.
 I/We declare that in case of non- allotment of the Unit/Flat/Office Space, my/ our claim shall be limited only to the refund of the deposited amount without any interest.

| | |
|-----------------------|----------------------------|
| Name of Applicant (s) | Signature of applicant (s) |
| | |
| | |

Place : Date:.....

Booked By(name and tele- number of the broker / property consultant along)
 (Pls affix your company stamp)

Signatures of all applicants as a token of acceptance of all terms and conditions.....

Basic Terms and Conditions for Booking / allotment of Office space in “Earth’s Sapphire Court”

The applicant understands and is aware of the manner and the extent or the rights, interest and entitlement of the developer on the land measuring approximately 20911 Sq. mtrs. or thereabouts situated at Plot No.48, Knowledge Park-5, Greater Noida and the proposed projects is known as “**Earth’s Sapphire Court**”, which are briefly reproduced herein below:

1. **Earth Infrastructures Ltd.** (herein referred to as the “developer or the company”) as the Developer is entitled to construct, develop, sell, lease and manage the areas falling to it’s share in the proposed project viz. “**Earth’s Sapphire Court**” (herein also referred to as the “Complex”) and the Developer has covenanted to inter-alia develop the complex on the Project Land and to deal with all matters concerning the same.
2. The applicant has represented that it has specifically understood and agreed that-
 - a. The performance by the Developer of its obligation under these presents are contingent and bound and regulated 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 these Authorities.
 - b. The Developer has readily provided, to the satisfaction of the applicant, all information’s and clarifications as required by the applicant and the applicant is applying for the said unit with full knowledge of all the title, rights and interest of the Company and laws, rules, regulation, notifications, etc. applicable to the Complex in particular and the terms and conditions contained in the unit Buyers Agreement (agreed to be executed) after understanding its rights, duties, responsibilities, obligations under each and all the clauses of the proposed Unit Buyer Agreement.
 - c. The Applicant has applied for allotment of the Said Unit and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of Said Unit/ Said Building/ Said Complex and has also satisfied himself about the arrangements/title interest/rights of the Company in the land on which the Said Unit/ Said Building/ Said Complex is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and can not be withdrawn.
 - d. The allotment of the said unit shall be provisional and shall only be confirmed upon the execution of the proposed Unit Buyer’s Agreement. The allotment of the Unit is entirely at the discretion of the Company. After allotment the ownership right of the buyer begins only after the full payment is made and registered sale deed/ lease deed of property is executed.
 - e. The applicant accepts that the area/location of said unit may be changed / varied during the course of construction to the extent of +/- 15% to which the applicant shall not object. The applicant further agrees to pay the consideration for increase area, if any.
3. The Applicant(s) understand that this Application is purely on tentative basis and the Company may at its sole discretion decide not to allot any or all the Units in the said Building/ Complex to anybody or altogether decide to put at abeyance the project itself, for which the Applicant(s) shall not have a right to raise any dispute and claim any right/ title/ interest on the acceptance of the Application and receipt of the booking amount being received by the Company with this Application from the Applicant(s). In such case, the Applicant(s) shall be entitled to refund of the entire amount without any interest.

4. That the allotment letter issued by the Company allotting the Unit in the said Complex shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Unit Buyer's Agreement, within stipulated time from the date of offer of allotment and/or from the date of communication by the Company, then this application for allotment shall stand cancelled/terminated at the sole discretion of the Company and the earnest Money shall stand forfeited and Applicant(s) shall be left with no rights or interest or claims in the said application/allotment. No Compensation or interest or any charges shall be paid by the company to the Applicant(s). It is specifically understood by the Applicant(s) that upon execution, the terms and conditions as set out in the Unit Buyer's Agreement shall supersede the terms and conditions as set out in this application.
5. The applicant(s) has applied for allotment of Information Technology office space (hereinafter referred as Unit) proposed to be constructed titled "**Earth's Sapphire Court**" (said Project) being conceived and developed by the developer at Plot No. 48, Knowledge Park-5, Greater Noida, U.P. Applicant undertakes to comply with all the requirement of the GNIDA and all other government rules and regulations in utilizing the space. The Applicant(s) shall not use the said unit or permit the same to be used for any purpose other than purpose as sanctioned by the Prescribed Authority.
6. All payments by the applicant(s) shall be made to the company only through demand drafts/ Account Payee Cheques drawn upon scheduled banks in favour of "**Earth Infrastructures Ltd.**" Payable at Delhi/ New Delhi only. All cheques are accepted subject to realization only.
7. The applicant has seen, understood and accepted the building plans, building designs and specifications as decided by the developer which are tentative and agrees that the Developer may make such variations, additions, alterations and modifications etc. therein as may be directed by any competent authority / authorities / architect or otherwise, and the applicant hereby gives his consent to such variation, additions, deletions, alterations and modifications etc., the applicant (s) agrees that no claim, monetary or otherwise will be raised in case of any change. The drawing pertaining to the Project in question and the site plan are on covered area basis. This will however, be subject to any modification that may be made by the sanctioning authority or may be necessitated during the course of sanction/construction. 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.
8. The applicant(s) undertake to abide by and comply with all the laws, rules and regulations of State/ Central Government/ Authorities applicable to the said unit/ complex as well as the orders of the court and shall also be bound by all the impositions imposed upon the Developer / Lessee of the plot.
9. The Applicant(s) shall make the payment of basic sale price, External Development Charges, Preferential Location Charges (for superior location, Floors etc), Infrastructure development Charges, VAT, Maintenance Charges, & Security Deposits and all other charges in accordance with the demand raised by the Company from time to time. The Applicant(s) shall be further liable to pay any enhanced External Development Charges, Infrastructure Development Charges, all existing and new statutory charges and other levies, rates, tax, charges, cess, service tax, lease rent, water, electricity charges etc. demanded or imposed by the Competent Authority/ Central Government Authorities (including with retrospective effect) shall be payable proportionately by applicant(s) from the date of booking as demanded by the company on the super area of the Unit.
10. The Applicant agrees and understands that the Total Price of the Said Unit and other charges are calculated on the basis of the super area of the Said Unit.

11. Rate mentioned above for the sale of area of the said Unit is for what is known as the super area which includes the covered area of the unit, the area under the periphery walls, proportionate area under the common walls, the area utilized for common use, services and facilities. It is understood and made clear that the inclusion of common area under Super Area does not give any exclusive right and title to the Buyer. The Super area may vary subject to +/- 15% of said area at the time of possession of the unit.
12. The applicant(s) shall make all payments of the agreed sale price of the said Unit as per the Payment Plan on the super area, along with the other charges as demanded by the company, the Applicant(s) shall further make payment of registration charges, stamp duty and other incidental expenses as and when demanded by the Company to enable it to allot the said Unit in favour of the Applicant(s).
13. That the sale value is subject to escalation, without notice at the sole discretion of the company, if there is an increase in the prices in the raw materials like steel, cement etc or any other cost or any other charges etc.
14. The cost of the unit is based on the cost of construction rates applicable on the date of booking. Further, due to abnormal market variations in the cost of construction and raw materials, the actual cost of the Unit may experience some escalation: and may thus vary. The final expenditure made will be compiled at the stage of completion of the project and if the increase or decrease in the cost of construction is within the limit of 5% of the cost fixed at the time of allotment, the same shall be absorbed by the Developer. Increase or decrease caused as result of the direct result of coming into force any fresh law or statutory rule shall also be taken in to consideration for calculation of the price In case actual cost of completion of the project escalates or decreases at a proportion of more than the limit of 5%., then the difference will be charged or refunded to the Applicant as the case may be, as per actual calculations made by the Developer, which will be calculated on the basis of Construction Cost at the time of booking multiplied by weighted average cost indices for Number of years.
15. The Developer shall endeavor to complete the construction of the Unit upon completion and within a period of 36 months from the date of grant of the necessary approvals and sanctions subject to timely payment by the Allottee of the sale price, stamp duty and other charges due and payable according to the Payment Plan opted by the Allottee or as may be revised by the Developer. If the Developer fails to complete construction within 24 months as aforesaid, then the company shall pay to the Allottee a compensation @ Rs. 5/- per sq ft of the carpet area per month, for the delay beyond 365 days after the expiry of the said 24 months).
16. That the 20% of the agreed sale consideration shall represent the earnest money. The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraws or surrender his application of the allotment for any reason whatsoever at any point of time, then the Company at its sole discretion may cancel/ terminate the Booking/ Allotment/ Application, then the earnest money shall be liable to forfeiture and the allottee shall be entitled to refund of the balance amount, if any paid without interest and compensation whatsoever after the said unit is allotted to some other intending Applicant. In case of short fall, the developer shall be entitled to recover the same from allottee.
17. Notwithstanding what is stated herein, the Applicant hereby specifically agree and acknowledge that the timely payment of installments as also the other charges including registration charges, maintenance charges, any other charges etc., is the essence of the terms of the booking/ allotment. The proposed unit Applicant has agreed that the Developer shall be under no obligation to issue send demands/ reminders for payment. Interest @ 18% shall be payable by the applicant(s) in case of failure to pay the installments and other dues by the due date or as demanded by the developer. However, if payment is not received

within 30 days from the due date, or in event of breach of any terms and conditions of this allotment by the applicant (s), the allotment will be cancelled at the discretion of the company and the earnest money (20% of the total cost of unit) paid to the company by the applicant(s) Shall stand forfeited. The balance amount after adjustment of brokerage paid to agent/ brokers, if any, shall be refunded to the applicant(s) without any interest after the said unit is allotted to some other intending Applicant.

18. The Developer shall undertake the Maintenance of the Complex either by himself and/ or through a maintenance agency appointed by the Developer (hereinafter referred to as the “Maintenance Agency”). For this purpose the applicant agrees to sign a separate Maintenance agreement which shall contain the full scope of maintenance of the complex and shall pay the maintenance charges as decided from time to time by the Developers and/ or the Maintenance Agency (calculated on the super area basis of the Said Unit). Similarly a separate and additional agreement shall be signed between the developer or its nominee for the utility charges towards the scope of facility and utilities provided and cost there on. Utilities agreement will cover cost of power backup, water, security etc. All the terms and conditions of above agreements along with Unit buyer agreement shall be binding on the developer and buyer.
19. The applicant 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 Developer in the prescribed format of the Developer (available at the office of the Developer) and the Developer will at its sole discretion, transfer the said unit in favour of the Transferee. Such transfer shall be affected by the Developer only after receipt of the Administrative Charges, as prescribed by the Developer from time to time, from the Applicant at the time of the transfer. The applicant shall along with his application and any request for appointment of nominee or transfer to the nominees name, or otherwise, furnish the applicants/ nominees/ transferees (as the case may be) photocopy of PAN Card, Signatures duly attested by a Bank, proof of his/her residence and two passport size photographs and other documents as may be required by the developer.

Transfer of the Unit including rights as allotted herein, will be at the sole discretion of the Developer and will need its prior written approval. Administrative and processing charges as prescribed by the Developer from time to time will be paid by the Transferor, at the time of transfer. Any change in the name (including additions/deletion) registered as Flat Buyer Agreement with the Developer will be deemed as transfer for this purpose. The administrative charges for the transfer of Unit amongst family members (husband/wife and own children/mother/father and real brother/sister) will be _____ % of the normal administrative charges for every transfer. Claims if any, between transfer and transferee as result of subsequent reduction/increase in the area or its location will be settled between themselves i.e. Transferor and transferee and the Developer will not be a party to this. The Tansferor shall also be responsible for payment of the transfer charges as may the levied by the Greater NOIDA authorities.

20. The Applicant(s) agree that the Company shall have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/ or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
21. That the company in its sole discretion may permit substitution of the name of the nominee(s) in place of the Applicant(s)/Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.

22. The applicant may, at its own cost, expense and risk, arrange any loan/funds from any bankers or financial institutions to finance the purchase of the said unit, in case the loan is not granted or is cancelled or withdrawn by the banker/financial institution on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer. The Developer would not be a party, in any case whatsoever, for any defaults of repayment of above said Loan/funds taken by the buyer from bankers/Financiers. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/bank, for the purchase of the Said Unit, the conveyance of the Said Unit in favour of the Applicant shall be executed only upon the Company receiving "No Objection Certificate" from such financial institutions/banks.
23. That the intending Allottee(s) understands, agrees and is fully satisfied that the price of the Unit applied for and to be allotted by the Company represents only the price of the said Unit and does not include any element of cost/price towards land, construction, running and operation of any other facilities/ utilities proposed to be developed on the Land for which allottee may be required to pay as demanded by the company.
24. That the provisional allotment under the present document is only with regard to the inner space of the unit. The Allottee shall have no other right, title or interest in any other part of the property and the Developer shall be free to use the same at its discretion including by letting it out / by raising/adding further construction by connecting the existing utilities / amenities /services etc. to the such newly added construction to which the Allottee shall have no right to object in any manner whatsoever.
25. That the neither MOU executed by the developer, if any, of the said unit/ space in favour of the Allottee nor any other document shall be capable of specific performance through court of law. The Allottee shall get the title only upon execution of Transfer Deed / sale Deed / Conveyance Deed in respect of such unit / space by the Developer in favour of the Allottee.
26. That in no event and under no circumstances the maximum liability of the Developer on any account whatsoever shall exceed the amount received by the Developer from the Allottee pursuant to the present document nor the entitlement of the Allottee on all the accounts together including refund / interest / damages etc. shall exceed the amount paid by the Allottee to the Developer.
27. That the Allottee(s) has further agreed that all rights of ownership of land(s), facilities and amenities other than those within the tower/ building in which the Unit is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities. THAT the staircases connection the Ground Floor to Terrace is a common service accessible to all the dwellers of all the Units. The Applicant(s) will not encroach, occupy, alter or block the access to and from the staircases.
28. The applicant(s) has fully satisfied himself about right title, and interest of the developer in the plot of the land totally measuring 20911 sq. meters which is allotted to M/s Nistha Software Pvt. Ltd., in collaboration with whom, the developer is constructing and developing the present project and to whom the said plot has been allotted by Greater Noida Industrial Development Authority (state Government Undertaking) on which the Project is being developed and that the allotment, including the share of the developer, is on leasehold basis targeted for utilizing the built up space for software / ITES information technology park/ offices and has further understood all limitations and obligations in respect thereof.

29. The applicants shall not be entitled to sub-divide the said unit. However temporary internal partitions for enjoyment of the said unit shall be permissible subject to the applicable rules, regulations and bye-laws of the concerned authorities and those of the maintenance agency, as and when formulated.
30. The Developer by itself or through its nominee(s) may raise finance from any Bank/ Financial institution/ Body Corporate to finance the building/ Complex and for this purpose further create an equitable/ English mortgage / charge on the project land and area constructed/ to be constructed and for such an act, the applicant hereby consents and authorizes the Developer to do the same. The Developer, however, assures the applicant that the said unit, after receipt of the basic sale price and all the other sums due and payable by the buyer, shall render the applicants unit free of encumbrances created by the Developer.
31. Any notice, letter or communication to be made, served or communicated unto the Developer shall be deemed to be duly made, served or communication only if the notice or letter or communication is addressed to the Developer at the registered address of the developer company, i.e. **“Earth Infrastructures Ltd.”** The present address of the said company is 26, 1st Floor, Pusa Road, New Delhi-110005.
32. The Applicant(s) (in case of an NRI/ PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 2002 (FEMA), rules and regulation of the Reserve Bank of or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc and provide Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant(s) shall alone be liable for any action under FEMA. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. The company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant(s) and such third party shall not have any right in this Application in any way and Company shall issue the payment receipts in favour of the Applicant (s) only. In case any such permission is ever refused or subsequently found lacking by any statutory authority/ company, the amount paid towards booking and further consideration will be returned by the company after adjusting earnest money as stated above and as per the rules without interest and the allotment cancelled forthwith. The company will not be liable in any manner on such account.
33. The company shall have the first lien and charge on the said unit for all its dues and other sums payable by the Applicant(s) to the company.
34. The Applicant agrees that the company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the project in abeyance and terminate/ alter/ vary the terms and conditions of this Application/ Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/ Agreement. The amount, in any of the event aforesaid, shall be refunded to the allottee after adjusting the dues and interest @ 18% per annum on the delayed defaulted payments.
35. The Applicant agrees and acknowledges that the company, in its sole discretion may abandon the project, without assigning any reason thereof and the Applicant shall have no other claim of any nature whatsoever.

36. The applicant will have a right to ownership and access to only his unit after he has fully paid all the dues and abide by all the terms and conditions mentioned in this agreement. All common areas, terraces, lifts, parks, green areas common walls etc., parking areas will be strictly under the supervision and possession of the developer or the maintenance company appointed by the developer.
37. All external walls, windows, passages, common areas, other property etc shall never be occupied, and no signage or display board installed, air-conditioning units or generators shall be installed in these areas by the applicant(s) and or no other activity shall be done which spoils the aesthetics of the building or area, causes noise pollution or in any other way in- conveniences to any other party or the developer or is illegal or for immoral purposes. For putting names of the various owners, the developer will make all the provisions and none of the Applicant shall do it otherwise.
38. Applicant or any subsequent owner or lessee shall at all times provide unhindered access to the unit allotted to him for staff and management of developer or maintenance agency for maintenance, checking proper use of space, to avoid any mishap or for any other reason.
39. The applicant(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.
40. The Developer after completion of the said Project shall hand over the possession of the Unit to the Allottee. In the event of failure on the part of the Allottee to take possession of the Unit within One month from the date of intimation in writing by the Developer, then the same shall be at the risk and cost of the Allottee and the Allottee shall be liable to pay to the Developer holding charges a the rate of Rs. ____/- per sq. ft. per month.
41. The Applicant(s) should correctly mention his/her permanent Account Number (PAN) in the Application form. The Application form should be signed by the person(s), or his/her registered power of Attorney, who want(s) to get the Unit under the Project. Similarly, in the case of Company applying for the Unit's), should sign through authorized personnel enclosing an authority letter/ board resolution.
42. Detailed terms and conditions shall form part of the allotment letter which the applicant(s) shall execute on confirmation of allotment. That the Applicant(s) understand that the Parking Space(s) which would be allotted to him shall be an integral part of the said Unit which cannot be sold/ dealt with independent of the Said Unit. The Applicant(s) shall be allotted open / covered car Parking Space(s) at the time of possession on first cum first serve basis at the sole discretion of the Company to the Applicant(s) subject to availability and the Company's decision in this regard shall be final and binding on the Applicant(s). All clauses of this Application(s) and Unit Buyer Agreement pertaining to the allotment, possession, cancellation, etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Applicant(s) agrees that Parking Space (s) allotted to the Applicant(s) shall not a part of common areas of the said Building/Said Complex for the purpose of the declaration which may be filed by the Company under the Act.
43. The Applicant agrees and understands that the Company is not giving any warranty or guarantee with regard to the equipments/appliances installed in the Said Unit. The guarantee and warranty is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and supplier with regard to the equipments/appliances. The guarantees/warranties issued by the suppliers/manufacturers, if any, of all the equipments, equipments/appliances provided in the Said Unit will be handed to the Applicant at the time of possession. Thereafter, the Company shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation

of the equipments/appliances installed in the Said Unit. The Company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipment/appliances installed in the Said Unit. The Applicant agrees and understands that the Applicant shall be responsible for operation and maintenance of the equipments/appliances and any consequences thereof.

44. The Applicant(s) shall get his/her/its complete address registered with the Company and it shall be his/her/ its responsibility to keep the Company informed by registered A/D letter of the change of address, failing which all demands will be deemed to have been received by the Applicant(s) or served upon the Applicant(s) at the time when those would ordinarily reach such address. The Applicant(s) will be fully liable for any default in payment and/ or other Consequences that might accrue there from. That it is hereby clarified that in case of joint Purchaser(s) all communications, demand notices, termination/ cancellation letter, refund, etc., shall be sent by the Company to the Applicant (s) whose name appears first and at the address and to receive its confirmation in writing given by him/her/it which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).
45. The Applicant(s) agree that in case the Company is unable to deliver the said Unit and/or allot parking space(s) to the Applicant(s) for his occupation and use due to (a) any legislation, order or rule or regulation made or issued by the Government or any other authority, (b) if any competent authority(ies) refuses, delays, withholds, denies and grant of necessary approvals for the said Unit/Building for any reason whatsoever, (c) if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority (ies) become subject of any suit/ writ before a Competent Court, (d) due to force majeure conditions, or (e) any other circumstances beyond the control of the Company or its officials, then the Company may cancel the allotment of the said Unit in which case the Company shall only be liable to refund the amounts received from the Applicant(s) without any interest or compensation whatsoever.
46. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.
47. The Applicant(s) shall indemnify and keep the Company, its agent, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Applicant(s) as mentioned in the Application and Unit Buyers Agreement.
48. The Company and/or its Associate Company reserves the right to alter any terms and conditions/ clause of the Project at its discretion as and when considered necessary.
49. The Company reserves the right to cancel the allotment of Unit(s) in case Allotment being obtained through misrepresentation and suppression of material facts and Company's decision in this regard shall be final.
50. The Applicant hereby covenants with the company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The

Application has fully read and understood the above mentioned terms and conditions and agrees to abide by the name.

51. THAT Allotment of the Unit is provisional. The layout plan of the total complex as drawn by the Company is subject to approval of regulatory authorities of Noida. The Company may effect if so required by any regulatory makes suitable alterations in the lay-out plan. Such alterations may include changes in the area of the Unit, floor, Tower, number of Units, location and increase/decrease in the number of Car parking slots allotted to the Allottee(s). In regard to all such charges either at the instance of the regulatory authorities or otherwise, opinion of the Company's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the Super Area of the Unit or and Unit becomes preferentially located, revised price and or PLC shall be payable/adjustable at the original rate at which the Unit has been booked for allotment. Further, the Company reserves the right to suitable amend the terms and conditions as specified herein and/or the Allotment Letter in the event the Company deems such amendment reasonably necessary in light of certain conditions imposed by any authority/person as part of grant of approval to any plans or proposals of the Company or otherwise an account of any change in applicable law. The allotment shall be on the first come first served basis.
52. THAT the general terms and conditions as mentioned above are not exhaustive for the purpose of final allotment and sub-lease of the Unit to the intending Allottee(s) and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the Allotment Letter and thereafter in the Sub-Lease Deed.
53. That the Company shall continue to have, as before, the right to make additions, raise storey or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storey with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authorities. Such additional structures and storey shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect there of.
54. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
55. The Applicant agrees that, in the event of any dispute or difference arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi only.
56. Courts in Delhi State alone shall have the exclusive jurisdiction in case of any dispute arising out of/touching and/or concerning this application and/or Unit Buyers Agreement regardless of the place of execution of this application which is deemed to be at New Delhi.

DECLARATION

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 comprehensively set out in the Unit Buyer's Agreement which shall supersede the terms and conditions set out in this application. I/We are fully conscious that it is not incumbent on the part of the company to send us reminders/notices in respect of our obligations as set out in this application and/or Standard Unit Buyer's Agreement and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the terms and conditions contained in this application and/or Standard Unit Buyer's Agreement. I/We have sought detailed explanations and clarifications from the company and the company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the company, I have now signed this application form and paid the monies thereof fully conscious of my liabilities and obligations including forfeiture of earnest money as may be imposed upon me. I/We further undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner whatsoever including but not limited to as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien on the Unit applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

x

SIGNATURE OF THE APPLICANT