





### **APPLICATION FORM**

## APPLICATION FOR BOOKING OF SHOP IN THE "GLOBUS GALLERIA" – "LOCAL SHOPPING CENTER"

ARN Infrastructures India Ltd.

9, Birla House, Arya Sama j Road,
Karol Bagh, New Delhi – 110005

Dear Sir/s,

I/We request that I/We may be registered for allotment of a Shop (hereinafter referred as "Unit") as in "Globus Galleria" in your upcoming project the "Globus Business Park" being developed and constructed by the company at, Plot No. 10, Tech Zone, Greater Noida, U.P., India.

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 the terms & conditions enclosed with this application form.

I/We remit herewith a sum of Rs		/-(Rupees	S	 	
on					
booking amount or part the reof/earnest money or part					
in favour of "ARN Infrastructures India Ltd Globus Bus	siness Park")				

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 plan opted by me.

Signature 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		
	Residential Status : Resident/Non-Resident/ Fo	oreign National of Indian Origin	
	Nationality		
	Address (Residence)		
	Office		
	Tel. Res. Off	Mobile	
	Fax No E-Mail .		
	Marital Status	No. of Children	
	PAN	Passport No	
2.	Second Applicant Mr./Mrs./Ms./M/S		
	Son/Wife/Daughter of Mr./Mrs		
	Date of Birth/Date of Incorporation		
	Profession		
	Residential Status : Resident/Non-Resident/ Fo	oreign National of Indian Origin	
	Nationality		
	Address (Residence)		
	Office		
	Tel. Res Off	Mobile	
	Fax No E-Mail .		
	Marital Status	No. of Children	
	PAN	Passport No	
Sig	nature of all applicants as a token of accep	ptance of all terms and conditions	



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 ipsofacto be applicable to my/our legal heirs and successors.

I/We declare that in case of non-allotment of the Unit, my/our claims shall be limited only to the refund of the deposited amount without any interest.

Name of Applicant (s)	Signature of Applicant(s)
Place:	Date:

Note: Basic sale price does not include PLC & other Additional charges / Security Deposits / Govt. charges applicable.

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







#### Basic Terms and Conditions for Booking/allotment of Unit in "Globus Galleria" under "Globus Business Park"

- The applicant understands and is aware of the manner and the extent of the rights, interest and entitlement of the
  company on the land measuring approximately 10 acres or thereabout situated at Plot No. 10, Tech Zone, Greater Noida
  and the proposed projects is known as "Globus Business Park", which are briefly reproduced herein below:
- ARN Infrastructures India Ltd. (herein referred to as the "developer") as the developer is entitled to construct, develop, sell, lease and manage the areas falling to it's share in the proposed project viz. "Globus Business Park" (herein also referred to as the complex (Comprising of IT/ITES office space, residential Flat, Local Shopping Centre) and the developer has covenanted to inter-alia develop the complex on the Project Land and to deal with all matters concerning the same.
- The Applicant has represented that it has specifically understood and agreed that:
  - 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.
  - 2. The developer has readily provided, to the satisfaction of the applicant, all informations 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 developer and laws, rules, regulations, 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.
  - 3. The allotment of the said Unit shall be provisional and shall only be confirmed upon the execution of the proposed Unit Buyers Agreement. The allotment of the unit is entirely at the discretion of the developer. 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.
  - 4. The applicant(s) has applied for allotment of Unit proposed to be constructed in the state of the art Technology Park titled "Globus Business Park" (herein after referred as project) being conceived and developed by the developer at Plot No. 10, Tech Zone 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.
  - All payments by the applicant(s)/allottee(s) shall be made to the developer only through demand drafts /
    Account Payee Cheque drawn upon scheduled banks in favour of "ARN Infrastructures India Ltd. Globus
    Business Park", Payable at Delhi/New Delhi only. ALL Cheques are accepted subject to realization only.
  - 6. The applicant has seen, understood and accepted the building plans, building designs and specification 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 variations, additions, deletions, alterations and modifications etc, the applicant (s) agrees that no claim, monetary or otherwise will be raised in case of any change. 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.
- Applicant/allottee(s) agrees and confirms to all the following:
  - All, existing and new, statutory charges and other levies, rates, tax, charges, cess, service tax, lease rent, water, electricity charges etc. demand or imposed by the authorities shall be payable proportionately by applicant s)/Allottee (s) according to area allotted from the date of booking as demanded by the developer.
  - 2. 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.







- 3. Notwithstanding what is stated herein, the applicant hereby specifically agrees and knowledge that the timely payment of installments as also the other charges including registration charges, maintenance charges, etc., is the essence of the terms of the booking/allotment. Interest @18% shall be payable by the applicant/allottee (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 60 days from the due date, or in even of breach of any terms and conditions of this allotment by the applicant (s)/allottee (s), the allotment will be cancelled at the discretion of the developer and the earnest money (20% of the total cost of unit) paid to the developer by the applicant(s)/allottee (s)shall stand forfeited. The balance amount shall be refunded to the applicant(s)/allottee (s) without any interest after the said unit is allotted/Sold to some other intending allottee.
- 4. 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 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 it's nominee for the utility charges towards the scope of facility and utilities provided and cost there on. Utilities agreement will cover cost 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.
- 5. 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 and any Installment/ other payments due to Developer, as prescribed by the developer from time to time, from the applicant (transferor) at the time of the transfer. The applicant shall along with his/ her 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, Signature duly attested by the Bank, proof of his/her resident, two passport size photographs and other documents as may be required by the developer.
- 6. 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 institutions 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.
- 7. The applicant(s) has fully satisfied himself about right title, and interest of the developer in the plot of the land which is allotted to M/S Amplex Technology Parks Pvt. Ltd. in collaboration with whom, the developer is constructing and developing the present project and has further understood all limitations and obligations in respect thereof.
- 8. 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.
- 9. 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 other sums due and payable by the buyer, shall render the applicants unit free of encumbrances created by the developer.







- 10. Applicant (s) / Allottee (s), having Non Resident status or being foreign nationals shall be solely responsible to comply with the necessary formalities as set out in Foreign Exchange Management Act, 1999 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment / consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/developer, the amount paid towards booking and further considerations will be returned by the developer after adjusting earnest money as stated above and as per the rules without interest and the allotment cancelled forthwith. The developer will not be liable in any manner on such account.
- 11. The developer shall have the first lien and charge on the said unit for all its dues and other sums payables by the Applicants(s)/allottee(s) to the developer. Also developer has full right to first lease the space to suitable tenant as per terms and conditions decided by the developer alone which may be in the overall benefit of the complex and the stake holders. There shall be no objection / dispute by the owner about the lease rights to the space owned by the developer, failing which developer will have a right to refund the money paid by the buyer without interest and after deducting any dues whatsoever and that shall be the full and final settlement without any recourse to legal disputes or arbitration.
- 12. The applicant (s) / allottee (s) undertake to abide by and comply with all the laws, rules and regulations applicable to the said unit/Project.
- 13. The applicant will have a right to ownership and access to only his unit after applicant has fully paid all the dues and abide by all the terms and conditions mentioned in this Application. 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 agency appointed by the developer.
- 14. All external walls, windows, passages, common areas, other allottee's 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/allottee (s) and or no other activity shall be done which soils the aesthetics of the building or area, causes noise pollution or in any other way inconveniences any other party or the developer. For putting names of the various owners, the developer will make all the provisions and none of the allottee shall do it otherwise.
- 15. Allottee 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, checking proper use of space, to avoid any mishap or for any other reason.
- 16. The applicant(s) / allottee (s) shall, before taking possession of the unit, must clear all the dues towards the unit and have the conveyances deed / grant of lease deed for the said unit executed in his favour after paying registration fee / charges, stamp duty and other charges / expenses.
- 17. The applicant(s) allottee (s) shall use / cause to be used said unit for purpose only as defined by the Greater Noida Industrial Development Authority or any such statutory authority, and not any other purpose.
- 18. Detailed terms and conditions shall form part of the allotment letter which the applicant(s), allottee(s) shall execute on confirmation of allotment. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the allotment letter, terms whereof has been seen, read and understood / accepted by the applicant(s).
- 19. The applicant (s) shall get his complete address registered with the developer at the time of booking and it shall be his responsibility to inform the developer by registered A.D. letter about all subsequent changes in the address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of the allotted unit must be mentioned clearly.
- 20. In case there are joint applicants, all communications shall be sent by the developer to the applicant whose name appears first, all the address given by him for mailing and which shall for all purpose be considered as served on all the applicant(s) and no separate communication shall be necessary to the other applicant(s).
- 21. Any notice, letter or communication to be made, served or communicated onto the Developer shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Developer at the registered address of the developer i.e. ARN Infrastructures India Ltd. The present address of the said developer is 9, Birla House, Arya Samaj Road, Karol Bagh, New Delhi 110005.
- 22. Total Sales Value includes Basic Sales price, PLC, Car Parking and other charges as may be applicable to the Unit. Further other charges applicable to the Unit may be demanded by the Developer as and when required.
- 23. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
- 24. All disputes are subject to the sole arbitration of the person as appointed by the developer.
- 25. Courts in Delhi state alone shall have the exclusive jurisdiction in case of any dispute.







### **Declaration**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree with all of them and undertake to abide by the same. We indemnify the developer towards any loss incurred by the developer for not agreeing to or not abiding by any of the above mentioned terms and conditions.

Name :	Signature :
Name :	Signature :
Name :	Signature :
Name :	Signature :

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