APPLICATION FOR ALLOTMENT
OF COMMERCIAL / OFFICE SPACE IN "WAVE ONE" SITUATED AT SECTOR-18, NOIDA (UP)

Application No. Date _____

WAVE CITY CENTRE PVT. LTD.
A-25, Mohan Co-operative Inds. Estate,
Mathura Road,
New Delhi-110044

Dear Sir,

I / We submit this application for provisional allotment of a COMMERCIAL / OFFICE SPACE on leasehold basis in the upcoming Commercial Complex named as " **WAVE ONE** " (for short 'Said Project') being developed by M/s **Wave City Centre Pvt. Ltd.** (hereinafter referred to as "DEVELOPER") on the plot of land admeasuring approx. 16859.80 sq. mts. situated at Plot No L-2A, L-2A/1 & L-2A/2, Sector – 18, Noida, (U.P.) allotted to the Developer by NOIDA Authority vide lease deed dt 15.10.2010,duly registered as document serial No. 6259, Book -1, Vol. No. 2886 on pages from 343 to 376 with the offices of concerned Sub-Registrar, NOIDA (GB Nagar) (hereinafter referred to as the "said 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.

As per the tentative sales plan, I / We opt for a (spaces) having Super Area* of _____ Sq. Feet _____ Sq. Mtr @ Rs. _____ per Sq. Feet _____ per Sq. Mtr. (plus various other charges as detailed below) on _____ Floor (s) in the said Project for _____ use, under the Construction Linked Payment Plan / Cash Down Payment Plan. (Mark(✔)on plan opted)

I/We remit herewith a sum of Rs._____/- (Rupees _____

_____) as booking amount which is to be treated as application money in respect of the said COMMERCIAL / OFFICE SPACE as per the details mentioned hereunder:-

Cheque No.	Dated	Amount (Rs.)	Drawn On

Super Area* means the total of covered area inclusive of area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities. The areas are tentative and are subject to variation.

(I) I/We agree to make further payments and additional charges as per the Payment Plan opted by me/us and/or such other expenses as may be intimated/ demanded by LESSOR within the period stipulated in the demand letter, failing which, 10% of the price of the COMMERCIAL / OFFICE SPACE(s) will be forfeited by the LESSOR from the amount

Signature of First Applicant

Signature of Second Applicant (if any)

received by the developer as on that date and the booking of the COMMERCIAL / OFFICE SPACE(s) shall stand automatically cancelled without any further notice to the Buyer and I/We shall cease to have any right of allotment, interest or lien whatsoever, may be arising out of and in connection with my / our Instant Application. The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter, if issued.

(II) I/We agree and understand that this Application does not constitute any offer of definitive allotment or any agreement to Sell and I/We do not become entitled to the provisional and/or final allotment of a COMMERCIAL / OFFICE SPACE(S) notwithstanding the fact that the LESSOR may have issued a receipts in acknowledgement of the money tendered by me/us to the LESSOR along with the Application.

(III) I/We agree that the allotment of the COMMERCIAL / OFFICE SPACE(s) is at the sole discretion of the LESSOR and in case the said COMMERCIAL / OFFICE SPACE(s) is not allotted / sub-leased to me/us for any reason whatsoever, I/We shall not raise any objection or claim and damages in respect thereof and the amount deposited herein shall be refundable to me/us without any interest within 30 (thirty) days from the date of the notice regarding rejection of this application.

(IV) I/we have carefully read and understood the terms and conditions attached with this application, and hereby agree and undertake to abide by them. I/We shall sign and execute the “Allotment Letter (if issued), as and when required by LESSOR on the standard format.

(V) I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed there from. Any allotment, if made against my / our application shall be subject to the terms and conditions attached to this application form and as may be comprehensively set out in the “Allotment Letter”, the terms thereof shall also be applicable to my / our legal heirs and successors. I / We undertake to inform the LESSOR of any change in my / our address or in any other particular/information, given above, failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the LESSOR shall be deemed to have been received by me / us. I/we have read and signed all the pages of this application form and the “Payment Plan” after fully understanding the contents thereof.

Signature of First Applicant

Signature of Second Applicant (if any)

PARTICULARS OF THE APPLICANT

****FIRST/SOLE APPLICANT** Mr. / Mrs / Ms……

Photograph

Son / Wife / Daughter of Mr. ……. ……

Date of Birth …… Profession ……Designation ……

Nationality ……Marital Status……No. of Children……

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address ……

Tel. Res. …… Off …… Mobile… ……

Fax No. …….. E-Mail ID ……

Income Tax Permanent Account No./ Ward No. …… Passport No. ……

****SECOND APPLICANT** Mr. / Mrs / Ms……

Photograph

Son / Wife / Daughter of Mr. ……. ……

Date of Birth …… Profession ……Designation ……

Nationality ……Marital Status……No. of Children……

Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐

Residential Address ……

Tel. Res. …… Off …… Mobile… ……

Fax No. …….. E-Mail ID ……

Income Tax Permanent Account No./ Ward No. …… Passport No. ……

DETAILS OF NOMINEE

Photograph

Mr. / Mrs. / Ms .....

Son of / Wife of / Daughter of .....

Permanent Address .....

Relation with the nominee .....

City ..... State .....

Pin Code ..... Country .....

(i) Gender M/F (ii) Status - Major (iii) Age..... years (iv) Nationality .....

(v) Marital Status ..... - if married, no of children ..... (vi) Occupation - Government Service ☐ Private Service ☐ Self Employed Professional ☐ Self Employed (Business / Industry) ☐ Others

**M/s. _____ a partnership firm duly registered under the Indian Partnership Act 1932, having office at _____ through its partner Shri/Smt. _____ (hereinafter referred to as the 'Applicant', which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and assigns) (copy of the resolution signed by all Partners required).

**M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ through its duly Authorised Signatory Shri/Smt. _____ authorised by Board Resolution dated _____ (hereinafter referred to as the "Applicant", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

(**Delete whichever is not applicable)

PARTICULARS	DETAILS	AMOUNT (in RS.)
A. Basic Sale Price (BSP)	@Rs..... per Sq. Mtr. (Rs..... per Sq. Ft.)	
B. Additional Charges (as applicable)		
Stamp Duty, Registration Fee and allied charges for execution and registration of Allotment Latter / Sub Leased Agreement will be additionally payable by the applicant / allottee before possession.		

Mode of Booking	Direct	If through Broker : Name with stamp :

DECLARATION

I/We, the Applicant(s), do hereby declare that my / our application for the provisional allotment of a COMMERCIAL /OFFICE SPACE(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).

Signature of First Applicant

Signature of Second Applicant

FOR OFFICE USE

Application: Accepted / Rejected

(ii) Provisional Registration of **COMMERCIAL / OFFICE SPACE(s)**

Tentative UNIT No._____ Floor._____ (Strike out whichever is not applicable)

© Area of unit _____ Square Ft. _____ Square Mtrs (d) Basic Price @ Rs. _____ Sq. Mtr.,

_____ Sq. Ft. Preferential Location Charge (PLC) Rs._____

External Development (EDC) Rs._____ aggregating to Rs._____

(Rupees _____ Only)

(iii) Payment Plan: _____

(iv) Type of Account: _____

(v) Booking amount received vide Receipt No._____ dated _____ Rs._____

(Rupees _____ Only)

(vi) Mode of Booking: _____

(vii) Special instruction / remarks: _____

_____

_____

Indicate Type of Account of Applicant(s) (NRE/NRO A/c for Foreign Nationals) _____

Application Processed by _____ Date _____ Place _____

Accounts Prepared/Checked by _____ Date _____ Place _____

BROAD TERMS AND CONDITIONS FOR ALLOTMENT OF A COMMERCIAL / OFFICE SPACE(S) IN "WAVE ONE" AT SECTOR - 18, NOIDA, UTTAR PRADESH

The terms and conditions given below are of indicative nature with a view to aprise 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 COMMERCIAL /OFFICE SPACE(s) on leasehold basis to be developed in the proposed Commercial Complex named as **"WAVE ONE"** being developed by DEVELOPER / LESSOR on plot of land admeasuring approx. **16859.80 sq. mts.** and situated in **Plot No. L2A, L2A/1 & L2A/2**, Sector-18, Noida, (U.P.). New Okhla Industrial Development Authority (NOIDA) has granted the lease for a period of 90 years vide lease deed executed on **15.09.2010** and registered with Sub Registrar on NOIDA(GB Nagar) vide Document Serial No. **6259** Book No. **1,** Volume **2886** Pages **343** to **376** on **20/09/2010** (hereinafter referred to as "Principal Lease") to the DEVELOPER / LESSOR for the construction of the commercial complex on the said Plot of land. I / we have applied for the PROVISIONAL allotment of the COMMERCIAL / OFFICE SPACE(S) after having examined the documents confirming right, title and interest of the LESSOR and its authority, entitlement, sanctions and tentative sales plan of the said Project and further understood all limitations and obligations in respect thereof.

2. The allotment of the COMMERCIAL / OFFICE SPACE(S) is entirely at the discretion of LESSOR. The COMMERCIAL / OFFICE SPACE(S) are restricted to specific use as mentioned above in the application and the applicant is bound to use the COMMERCIAL / OFFICE SPACE(S) for designated purpose only. The applicant(s) has examined the plans, designs and specifications of the COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(S). It is clarified that the initial rate of deposit/booking of the COMMERCIAL / OFFICE SPACE(S) , will be applicable on the final area which can be slightly less or more than the area mentioned above.

3. The Applicant agrees to pay the installments as per the plan opted by him / her / them of the COMMERCIAL / OFFICE SPACE(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.

4. If any Applicant(s) fails to pay installments and as per the payment plan and maintenance charges or any amount due on the stipulated Due Dates, an interest @ 18% p.a., on such due amount will be charged from the Applicant(s). If the dues remain unpaid for a period of one month or more from the due date ,on which such amount falls due, the 10% of the total sale price or the amount paid by the applicant to the DEVELOPER / LESSOR whichever is less of the COMMERCIAL / OFFICE SPACE(S) will be forfeited by the DEVELOPER / LESSOR and the booking of the COMMERCIAL / OFFICE SPACE(S) shall stand automatically cancelled without any further notice to the Applicant(s)

and the defaulting Applicant(s) shall cease to have any lien or right on the said COMMERCIAL / OFFICE SPACE(S). The balance amount paid by the Applicant(s) shall be refunded without any interest, only on surrender of the original receipts and Allotment Letter.

5. All payments by the applicant shall be made to the DEVELOPER / LESSOR through demand drafts / cheques in favour of **"Wave City Centre Pvt. Ltd."** payable at New Delhi / NOIDA only.

6. The DEVELOPER / LESSOR 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 COMMERCIAL/OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(S) and this undertaking shall survive throughout the occupancy of the COMMERCIAL/OFFICE SPACE(S) by the Applicant, his/her legal representatives, successors, administrators, executors, assigns etc.

7. 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 COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(S) to be situated in the Commercial Complex and specifications, signed and executed the Annexures attached, which forms part and parcel of this Application and shall also form part and parcel of the Allotment Letter 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.

8. The DEVELOPER / LESSOR 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 COMMERCIAL / OFFICE SPACE(S), change in the number of the COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(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.

9. The Applicant agrees that he / she / they / it shall pay the installments of the COMMERCIAL / OFFICE SPACE(S) and such other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the project and the proportionate share of the other common facilities, specifically provided in the Allotment Letter, which may be located anywhere in the said proposed Commercial Complex, at the sole discretion of the DEVELOPER / LESSOR.

10. DEVELOPER / LESSOR has made it specifically clear to the Applicant and after having satisfied himself / herself/ themselves / itself, the Applicant has understood and agreed that the computation of the installments of the COMMERCIAL / OFFICE SPACE(S) does not include recovery of payment towards maintenance charges of any kind by the DEVELOPER / LESSOR from the Applicant in any manner. As regards, payment of maintenance charges, the Applicant shall enter into a separate Maintenance Agreement with the designated Maintainenence agency to be appointed by the DEVELOPER / LESSOR in this regard.

11. The Applicant(s) understands that the rates given are exclusive of the external development charges and the infrastructural development charges pro-rated per COMMERCIAL / OFFICE SPACE(S) as applicable to this commercial site. Further any future upward revision thereof by the government agencies shall be recovered from the Applicant(s) on pro-rata basis.

12. The Applicant(s) hereby authorizes the DEVELOPER / LESSOR to forfeit the registration/ booking amount as per clause - I due or payable alongwith any other amounts of non-refundable nature in case of non-fulfillment of any of the terms and conditions herein contained and those of the Allotment Letter as also in the event of failure by the Applicant (s) to sign and return to the DEVELOPER / LESSOR the Allotment Letter within 15 (fifteen) days of its dispatch by the LESSOR.

13. 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 COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(S) in the manner as stated in that clause on the condition that the Applicant(s) at that stage shall pay to the DEVELOPER / LESSOR holding charges @ Rs.50/- per sq. ft. for office space and charges @ Rs 200/- per sq. ft. for Commercial / Retail space of the

super area of the COMMERCIAL / OFFICE SPACE(S) per month for the entire period of such delay and DEVELOPER /LESSOR shall not hand over for occupation and / or for the to handing over for use of the COMMERCIAL / OFFICE SPACE(S) till the holding charges with applicable over due arrears of installments and interest, if any, are fully paid. Applicant(s) agrees that the holding charges as stipulated in this case shall be distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc, which shall be at the risk, responsibility and cost of the Applicant(s).

14. The Applicant(s) agrees and undertakes that he / she / they / it shall become a member of any association / society of said Commercial Complex as may be formed by the DEVELOPER / LESSOR on behalf of COMMERCIAL / OFFICE SPACE(S) Allottee(s), as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

15. In the case of delay of 30 (thirty) days in making payment by the Applicant(s) to the DEVELOPER / LESSOR as per the Schedule of Payment, the DEVELOPER / LESSOR shall have the right to terminate / cancel the Registration / Allotment and forfeit 10% of the total sale price or the amount paid by the applicant lying deposited with the DEVELOPER / LESSOR whichever is less . The DEVELOPER / LESSOR shall also be entitled to charge interest @ 18% p.a. from the due date of installment (s) as per the Schedule of Payment, till the date of payment as stated in clause No. 4. However, the DEVELOPER / LESSOR may in its sole discretion, waive its right to terminate the allotment/ agreement and enforce all the payments and seek specific performance of the Allotment Letter. In such a case, the parties agree that the possession of the COMMERCIAL / OFFICE SPACE(S) will be handed over to the Applicant(s) only upon the payment of all outstanding dues alongwith interest by the Applicant(s) to the satisfaction of the LESSOR.

16. The DEVELOPER / LESSOR 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 COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE(S) as well as the final allotment thereafter of the COMMERCIAL / OFFICE SPACE(S) shall be subject to force majure 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 COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACES 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 COMMERCIAL / OFFICE SPACE(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 COMMERCIAL / OFFICE SPACE (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. The administrative charges for the transfer of the COMMERCIAL / OFFICE SPACE(S) amongst family members (husband/wife and own children/mother/father/ brother/sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee will be settled between themselves i.e. transferor and transferee and the DEVELOPER / LESSOR will not be a party to it.

18.1 That in case of death of the APPLICANT(S), the allotted COMMERCIAL / OFFICE SPACE(S) would be transferred to the legal heir(s) of the APPLICANT(S) on submission of the required documents, as per Law.

19. 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.

20. Assignment of allotment of the COMMERCIAL / OFFICE SPACE(S) by the applicant(s) shall be permissible at the discretion of the DEVELOPER / LESSOR on payment of such administrative charges as may be fixed by the DEVELPOPER / LESSOR from time to time. Provided however, that the allottee and the assignee (new allottee) agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of Allotment Letter. The applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the applicant(s) by the DEVELOPER / LESSOR that any nomination/ transfer / assignment of Leased COMMERCIAL / OFFICE SPACE(S) are subject to conditions / restrictions, if any, imposed by any statutory authorities. Further the applicant(s) agree to pay all fees, charges and other expenses, stamp duty, registration charges etc. to the DEVELOPER / LESSOR and / or the competent authorities payable on account such nomination/transfer/assignment of COMMERCIAL / OFFICE SPACE(S)(s). However, in the event of any imposition of such further instructions at any time after the date of this application to restrict nomination/ transfer/assignment of the Allotted COMMERCIAL/OFFICE SPACE(S)(s) by any statutory authority, the parties will have to comply with the same and the applicant(s) has specifically noted the same.

Signature of First Applicant

Signature of Second Applicant

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 proportionately by the applicant(s) from the date of booking as per demand raised by the DEVELOPER / LESSOR.

22. Non-payment of any consumption and / or maintenance charges pertaining to the alloted COMMERCIAL / OFFICE SPACE(S) within the time specified shall also disentitle the applicant from the enjoyment of the common area facilities and services applicable to the said Project including the alloted COMMERCIAL / OFFICE SPACE(S).

23. The super area of the COMMERCIAL / OFFICE SPACE(S) includes the covered area inclusive of the area under the periphery walls, area under columns and common walls plus proportionate share of areas utilized for common use, services and facilities alongwith non exclusive usage rights therein. It is clearly understood and agreed by the applicant(s) that the DEVELOPER / LESSOR has absolute and unrestricted right over all the signage areas for Display Board; Hoardings, illuminated signboards, Neon Sign, etc. in the atrium, lift, lift lobbies, corridors, basements, stair cases, parking spaces, front and rear inside facade of the Project Building(s) and has absolute authority to deal with the same in any manner whatsoever.

24. It is made clear by DEVELOPER / LESSOR and agreed by the applicant(s) that all rights including the leasehold rights /ownership thereof of land(s), facilities and amenities, roof facilities (other than those within the Project Building and the land beneath the said building only), shall vest solely with the DEVELOPER / LESSOR and the DEVELOPER / LESSOR shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, Mortgage, joint venture, operation and management or any other mode including transfer to Government, semi Government, any other authority, body, any person, institution, trust and/or any local body(ies) which the DEVELOPER / LESSOR may deem fit in its sole discretion. The DEVELOPER / LESSOR relying on this specific undertaking of the applicant(s), the DEVELOPER / LESSOR has agreed to lease the COMMERCIAL / OFFICE SPACE(S) and this undertaking shall survive throughout the occupancy of the COMMERCIAL / OFFICE SPACE(S) by the applicant(s), his/her legal representatives, successors, administrators, executors, assigns etc.

25. The DEVELOPER / LESSOR shall have the first lien and charge on the alloted COMMERCIAL / OFFICE SPACE(S) for all its dues and other sums payable by the applicant to the DEVELOPER / LESSOR.

26. Loans from financial institutions to finance the COMMERCIAL / OFFICE SPACE(S) may be availed by the applicant(s). However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant(s) shall not make such refusal an excuse for non-payment of further installments / dues.

27. The DEVELOPER / LESSOR shall be entitled to avail financial assistance from Bank / Financial Institutions for development of the said Project.

28. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary

formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The DEVELOPER / LESSOR shall not be responsible towards any third party making payment / remittances on behalf of any applicant and such third party shall not have any right in the application / leasing of the COMMERCIAL / OFFICE SPACE(S) (s) applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / the DEVELOPER / LESSOR, the amount paid towards booking and further consideration will be returned by the DEVELOPER / LESSOR as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the DEVELOPER / LESSOR will not be liable in any manner on such account.

29. The applicant(s) undertake to abide by and comply with all terms and conditions of principal lease granted by NOIDA Authority and all the laws, rules and regulations, terms and conditions applicable / made applicable to the COMMERCIAL / OFFICE SPACE(S) / Project. The applicant(s) hereby covenants with the DEVELOPER / LESSOR to pay from time to time and at all times, the amounts which the applicant(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the DEVELOPER / LESSOR and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the DEVELOPER / LESSOR may suffer as a result of non payment, non observance or non performance of the said covenants and conditions by the applicant(s).

30. The construction of the Project building is likely to be completed within 42 months from the date of start of the construction (with a reasonable extension of six months). However, if due to any reason beyond the control of the DEVELOPER / LESSOR or due to any unforeseen circumstances e.g. non availability of materials, technical issues, snags, change of laws by the Government/Local Authorities/court orders, force majeuere etc., there is a delay in completion of the building and handing over the possession of the COMMERCIAL / OFFICE SPACE(S), no claim by way of damages/ compensation/ interest shall lie / be admissible against the DEVELOPER / LESSOR.

31. The applicant shall before taking possession of the COMMERCIAL / OFFICE SPACE(S), must clear all the dues towards the COMMERCIAL / OFFICE SPACE(S) and have the Sub-Lease Deed for the COMMERCIAL / OFFICE SPACE(S) executed in his/ her/ its favour by the DEVELOPER / LESSOR after paying applicable stamp duty, registration fee and other charges/expenses.

32. The applicant hereby agree to comply with all the prevailing laws applicable in respect of the COMMERCIAL / OFFICE SPACE(S), the terms and conditions of the lease granted by NOIDA 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.

Signature of First Applicant

Signature of Second Applicant

33. The Applicant(s) shall get his complete address registered with the DEVELOPER / LESSOR at the time of booking and it shall be his /her/their/its responsibility to inform the DEVELOPER / LESSOR by Registered A.D. letter about all subsequent changes in his 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 at such address and he shall be responsible for any default in making payment and other consequences that might occur therefrom. In all communications the reference of the COMMERCIAL / OFFICE SPACE(S) must be mentioned clearly. In case there are joint applicants, all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

34. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable.

35. 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).

36. The Courts at Noida shall have jurisdiction in case of any dispute.

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.

Signature of First Applicant

Signature of Second Applicant

ANNEXURE

CHECK LIST

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/ Form 18

HINDU UNDIVIDED FAMILY (HUF) :

- Copy of PAN card of HUF
- Authority letter from all co-parcenor'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.

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Signature of Second Applicant