

DLF CORPORATE GREENS, GURGAON
APPLICATION FORM

DLF CORPORATE GREENS, GURGAON

DLF CORPORATE GREENS, SECTOR 74 A, GURGAON
**Application for Provisional Allotment by Sale of Office/Retail Spaces/Other Commercial/
Parking Space(s) in 'DLF CORPORATE GREENS', situated in Sector 74 A, GURGAON.**

To

DLF Retail Developers Ltd.,
DLF Centre, Parliament Street,
New Delhi 110001

Dear Sirs,

I/We understand that DLF group company i.e. DLF Retail Developers Limited (hereinafter referred to as "the Company") has entered into Collaboration Agreements with Apramey Infrastructure Private Limited, Shramika Buildcon Private Limited, Lakshya Buildtek Private Limited, Shivsagar Builders Private Limited, Mr. Rajinder Singh Cheema, Mrs. Jaspal Cheema, Mr. B.S.Mathur, Mr. B.S.Mathur (HUF), Mrs. Santosh Mathur, Mr. Sanjeev Jain (HUF), Mr. Rajeev Jain (HUF), Mr. Girish Jain, Mr. Pawan Duggal, Garv Developers Private Limited and Dae Real Estates Private Limited (hereinafter collectively referred to as " the Land Owning Persons "), which collectively own and possess land measuring around 27.80 Acres in Sector 74 A, Gurgaon-Manesar Urban Complex 2021, New Master Plan, Gurgaon (hereinafter collectively referred to as "the said Land").

The Company and/or all or any of DLF group companies may acquire for development of the project by way of Collaboration Agreement or in any other manner such other land(s) in and around the aforesaid land of 27.80 Acres which as and when licensed and approved by the relevant authorities shall be deemed to be part of the approved lay out plan and accordingly the area of the said Land shall stand enhanced and shall be automatically substituted by such subsequently approved plan(s) and shall be deemed to form a part of this application and the Company may accept applications subsequently for such other land(s) as may be acquired by the Company from time to time for development as aforesaid in accordance with the permitted land uses and sanctions and clearances from the relevant authorities.

The Company has presently entered into Collaboration Agreements with the Land Owning Persons for the development, construction and marketing of various commercial building(s) on the said Land consisting of office/retail space(s)/other commercial/parking space(s) in 'DLF CORPORATE GREENS' (hereinafter referred to as ' the said Complex') in accordance with the permitted land uses and sanctions and clearances from the relevant authorities.

A detailed location plan of the said Complex is attached herewith.

The Director, Town & Country Planning, Haryana, Chandigarh has granted Licence No. 51 of 2008 to Shivsagar Builders Private Limited, Lakshya Buildtek Private Limited, Garv Developer Private Limited, Dae Real Estates Private Limited, Mr. Rajinder Singh Cheema son of Joginder Singh Cheema and Mrs. Jaspal Cheema, wife of Mr. Rajinder Singh Cheema, Apramey Infrastructure Private Limited, Shramika Buildcon Private Limited, Mrs. Santosh Mathur, Mr. Sanjeev Jain, Mr. Rajeev Jain, Mr. Girish Jain, Mr. Pawan Duggal, Mr. B.S. Mathur for the development of commercial colony in Village Narsinghpur & Begum Pur Khatola, Tehsil & Distt. Gurgaon, on a land of 25.7115 acres out of the said Land.

The Company has been receiving queries relating to availability of office/retail space(s)/other commercial/parking space(s) in various commercial building(s) in the said Project/Complex.

The Company has decided to accept the applications with application money for the provisional booking(s) of the Office/Retail Space(s)/other commercial/parking space(s) in various buildings (hereinafter individually referred to as ' the said Building') or any part thereof in the said Complex , proposed to be constructed on the said Land. The Company may also subsequently accept applications from time to time for the buildings to be constructed in accordance with the permitted land uses and sanctions and clearances from the relevant authorities.

The Company has authorised its Associate Company 'DLF Commercial Complexes Limited' having its registered office at 1E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi 110055 (hereinafter referred to as "DCCL") to collect applications for provisional booking(s) along with application money in its own name in respect of the said Building/said Complex/said Project. The Land Owning Persons/the Company at their/its sole discretion may decide to seek necessary permission(s) for the said Building/said Project in the name of DCCL in place of the Company and on receipt of such permission(s), if any, from the relevant authorities, the name of DCCL shall stand substituted in place of the Company and this application shall accordingly be considered without any intimation to the Intending Allottee or any confirmation required from the Intending Allottee in this regard.

The tentative Building Plan(s) of 'DLF CORPORATE GREENS' are available for inspection at the Company's office.

It is clearly understood and agreed by me/us that the Company reserves its rights and may at its sole discretion decide to abandon the said Project or any part thereof including its construction thereof, for any reasons whatsoever, and I/ we shall not have any objection to such abandoning in any manner , whatsoever and I/We agree that Company shall not be under any obligation to specify/ disclose the reasons for such abandonment, if any.

Having agreed as above, I/We request that I/We may be provisionally allotted a office/retail space(s)/other commercial/parking space(s) in the said Building in your proposed 'DLF CORPORATE GREENS' located in Sector 74 A, Gurgaon-Manesar Urban Complex 2021, New Master Plan,

Gurgaon, under your Down Payment/Installments Payment Plan, as applicable from time to time.

Accordingly, I/We remit herewith a sum of Rs. _____ Rupees _____ only by Bank Draft/Cheque No. _____ dated _____ drawn on _____ as Application money.

In the event the Company agreeing to provisionally allot office/retail space (s)/ other commercial/parking space(s), I/We agree to pay further installments of sale price and all other dues as stipulated in this application and the Office/Retail Space Buyers' Agreement and the Payment Plan as explained to me/us by the Company.

Further I/We have clearly understood and hereby agree that this application does/would not constitute an Agreement to Sell and I/We would not be entitled to any provisional and/or final allotment of office/retail space(s) notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Office/Retail Space Buyers' Agreement on the Company's standard format in respect of each office/retail space(s) as per the finally approved building plan agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If, however, I/We withdraw/cancel this application or I/We fail to execute and return the Office/Retail Space Buyers' Agreement within thirty (30) days from the date of its despatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and in that event the application money paid by me/us shall stand forfeited. I/We are making this application with the full knowledge that the Company has the sole right and discretion to decide on the location of the said Building on the said Land and I/We also understand and agree that the dimensions, size and the location of provisional allotment, if any, may change and further I/We shall not have objection to the same in any manner, whatsoever.

The building plans for 'DLF CORPORATE GREENS', New Gurgaon in which the office/retail space(s)/other commercial/parking space(s) applied for is located are not yet sanctioned by the competent authority. I/We have instructed the Company that if for any reason(s) including but not limited to abandoning of the construction of Office/Retail Space(s)/other commercial/parking space(s) in 'DLF CORPORATE GREENS' and/or non sanction of the building plans, as the case may be, the Company is not in a position to finally allot a office/retail space(s) applied for within a period of one year from the date of this application or any further time extended at the sole discretion of the Company, I/We would like to have refund of the amount deposited with simple interest at the rate of 9 % per annum calculated for the period for which such monies have been lying with the Company. In that event my/ our application shall stand cancelled and no right, title, interest or claim of any nature , whatsoever, shall accrue to me/us in respect of the office/retail spaces.

I/We agree to abide by the terms and conditions of this application including those relating to payment of sale price and other charges, forfeiture of application money as laid down herein and the execution of the Office/Retail Space Buyers' Agreement within the period stipulated therein.

My/Our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT Mr./Mrs./Ms. _____
S/W/D of _____
Nationality _____
Age _____ years Profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____
Income Tax Permanent Account No. _____
Ward/Circle/Special range and place where assessed to income tax _____
Mailing Address _____

Tel No. _____ Fax No. _____
Office Name & Address _____

Tel.Nos. _____ Mobile No. _____
E-mail ID _____



2. SECOND APPLICANT
Mr./Mrs./Ms. _____
S/W/D of _____ Nationality _____
Age _____ years Profession _____ Service _____
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin _____
Income Tax Permanent Account No. _____
Ward/Circle/Special range and place where assessed to income tax _____
Mailing Address _____



Tel No. _____ Fax No. _____

Office Name & Address _____

Tel.Nos. _____ Mobile No. _____

E-mail ID _____

(hereinafter singly/jointly, as the case may be, referred to as " the Intending Allottee" Which expression shall unless repugnant to the context or meaning thereof include his /her heirs, executors, administrators, individual representatives, successors and assigns)

****M/s.** _____ a partnership firm duly registered under the Indian Partnership Act 1932, having office at _____ through its partner authorised by resolution dated _____ Shri/Smt. _____

(hereinafter referred to as the 'Intending Allottee' 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 Intending Allottee' 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)

3. DETAILS OF OFFICE(S)/RETAIL SPACE(S)

Nature of Business: _____

Super Area : _____ sq. mtr. (approx) _____ sq.ft.(approx.)

Floor _____ Number _____ Parking Space(s) No: (If any) _____

4. PAYMENT PLAN: DOWN PAYMENT/INSTALLMENT

Note:- Payments to be made by A/c Payee Cheque(s)/Demand Draft(s) in favour of '**DLF Commercial Complexes Limited- Gurgaon Phase VI Project**' payable at New Delhi / Delhi.

5. DECLARATION :

I/We the applicant(s) do hereby declare that my/our application for allotment by the Company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I/We have read and signed all pages of this application form and payment plan.

Yours faithfully,

Signature of Applicant(s)

Date _____

Place _____

FOR OFFICE USE ONLY

RECEIVING OFFICER :

Name _____ Signature _____ Date _____

1. ACCEPTED/REJECTED

2. Office/Retail/Commercial Space(s)/Allotted No. _____ Floor _____ Super Area _____ sq. mtr.(approx.)
_____ Sq. Ft.(approx.) Parking Space(s) No (If any) _____

3. Basic Sale Price (Super Area): Rs. _____ per sq. mtr. Rs. _____ per sq.ft. aggregating to Rs. _____.

Parking Space Charges (if any)Rs. _____ @ _____ per parking space

Preferential location Charges, if applicable : _____ % of basic sale price amounting to Rs. _____.

Infrastructure Development Charges & External Development Charges (IDC+EDC)=Rs. _____ /- per sq.ft. amounting to

Rs. _____

(Any increase on account of IDC/EDC shall be payable extra, prorata at actuals)

Interest Bearing Maintenance Security: @ Rs.500/- per sq.ft. aggregating to Rs. _____

Total price payable for the office/retail/commercial space(s) together with the parking space(s) (if any) :
Rs. _____

Rs. _____

Note: - Interest bearing maintenance security @ Rs. 500/- per sq. ft. of the super area shall be paid extra and shall carry a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realisation of the amount by the Company to be adjusted in the manner to be stated in the Office/Retail Space Buyers' Agreement.

Stamp duty and registration charges etc. shall be extra at actuals and to be borne by the applicant.

4. PAYMENT PLAN: Down Payment Installments.

5. Payment received vide Cheque/DD/Pay Order No. _____ dated _____ for Rs. _____ out of
NRE/NRO/FC/SB/CUR/CA _____ Acct. _____

6. Provisional booking receipt no. _____ dated _____

7. BOOKING: DIRECT/THROUGH SALES ORGANISER

8. Sales Organiser's Name & Address, Stamp with Signature: _____

9. Check-list for Receiving Officer :

- (a) Application Money
- (b) Customer's Signature on all pages of the Application Form
- (c) PAN No. / Form 60 / Form 49 A
- (d) For Companies: Memorandum & Articles of Association/Board Resolution
- (e) For Partnership Firms: Partnership Deed And Authorizations
- (e) For Foreign Nationals : IPI-7/ Passport Photocopy
- (f) For NRI: Copy of Passport & Payment through NRE / NRO A / C.

10. Remarks _____

DATE _____

PLACE _____

Sr. General Manager

Cleared by Stock on _____ Signature _____

Terms and Conditions for allotment of Office/Retail Space(s)/other commercial/parking space(s) in 'DLF CORPORATE GREENS', situated in Sector 74 A, Gurgaon-Manesar Urban Complex 2021, New Master Plan, GURGAON.

The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as 'Intending Allottee') with the terms and conditions as may be comprehensively set out in the Office/Retail Space Buyers' Agreement which upon execution shall supersede the terms and conditions as set out in this application. The Intending Allottee shall sign all the pages of this application in token of his/her acceptance of the same.

1. The Intending Allottee(s) agrees that it/he/she has applied for provisional allotment of a office/retail space(s)/other commercial/parking space(s) with full knowledge of all the laws/notifications and rules applicable to the multistoried projects in general and 'DLF CORPORATE GREENS', Gurgaon (hereinafter referred to as "the said Complex") in particular which have been explained by the Company and understood by him/her.
2. The Intending Allottee(s) has satisfied himself/herself about the right, interest and title of Land Owning Persons/the Company in the said Land on which the said Complex is proposed to be constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree that there will not be any further investigations or objections by him/her in this respect.
3. The Intending Allottee(s) agree(s) to abide by the terms of this Application and conditions of Office/Retail Space Buyers' Agreement and that he/she shall pay the price of the office/retail space(s) and other charges, rates, taxes, cesses, deposits, levies etc. including development

charges, infrastructure charges levied now or leviable in future or with retrospective effect, as the case may be, from the date of this application, calculated on the basis of super area which is understood to include pro rata interest of the common areas in the said Building only. It is further understood and agreed by the Intending Allottee(s) that the calculation of super area of the office/retail space(s) given in this application is tentative and subject to change upon approval of final building plan(s). The definition of super area of the office/retail space(s) shall be more clearly defined in the Office/Retail Space Buyers' Agreement and the Intending Allottee(s) agree(s) to accept the same and upon execution of that agreement the method of calculation of super area stated therein shall become binding on both the parties.

- 4 (a) The Company has calculated the total price payable by the Intending Allottee for the said office/retail space(s) on the basis of its super area, which comprises of the office/retail space(s) area and the proportionate undivided share in the common areas and facilities within the said Building only.

In addition though not forming a part of the computation of super area for which price is charged, the Intending Allottee shall have the ownership of undivided proportionate share of the land beneath the footprint of the said Building in the said Complex only calculated in the ratio of super area of its/his/her office/retail space(s) to the total super area of all the office/retail space(s)/other commercial space(s) in the said Building only. The Intending Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and that the Company has not indicated /promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Intending Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the land beneath the said Building save and except the use of common areas (for the purposes of direct exit to a nearest public street/nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Intending Allottee.

- 4 (b) It is made clear by the Company and agreed by the Intending Allottee that all rights including the ownership thereof of land(s), facilities and amenities (other than those within the said Building and the land beneath the said Building only), shall vest solely with the Company and the Company 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, 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 Company may deem fit in its sole discretion. The Company relying on this specific undertaking of the Intending Allottee in the application may provisionally agree to allot the office/retail space(s) and this undertaking shall survive throughout the occupancy of the office/retail space(s) by the Intending Allottee, his/her legal representatives, successors, administrators, executors, assigns etc.

- 4 (c) The office/retail space(s) applied for along with the said Building in which the said Office/Retail space(s) applied for is located is subject to the provisions of the Haryana Apartment Ownership Act, 1983, or any such other statutory enactment or modifications as and when brought into force. The common areas and facilities and the undivided interest of each office/retail space(s) owner in the common areas and facilities as specified by the Company in the declaration, which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983, shall be conclusive and binding upon the office / retail space owners and the Intending Allottee agrees and confirms that his/her right, title and interest in the said Office/Retail space/said Building shall be limited to and governed by what is specified by the Company in the said declaration and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the land beneath the footprint of the said Building in which the said office/retail space(s) is/are located and the Company shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Intending Allottee shall have no claim whatsoever of any sort therein. The Intending Allottee undertakes to join any society/association of the office/retail space(s) owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose.

- 4 (d) It is made clear by the Company and specifically understood by the Intending Allottee that the Company may in its sole discretion and for the purpose of complying with the provisions of Haryana Apartment Ownership Act, 1983, if applicable, or any other applicable laws substitute the method of calculating the proportionate share in the ownership of the land beneath the footprint of the said Building and/or common areas and facilities as may be described by the Company in its sole discretion in any declaration, by calculating the same ratio of his/her office/retail space's value to the total value of the said Building(s)/ said Complex, as the case may be, and that the Intending Allottee agrees not to raise any objections in this regard.

5. It shall be an essential condition of allotment that the use for which the office/retail space(s) /premises are purchased shall not be altered without obtaining prior consent in writing from the Company. Any change in the specified use will be treated as a breach of the Office/Retail Space Buyers' Agreement entitling the Company to cancel the allotment and forfeit the entire monies deposited by the Intending Allottee. Thereafter, the Intending Allottee shall not have any right, title or interest in the said office/retail space(s) applied herein.

6. The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as described hereunder and in a manner and within the time as stated in the payment plan. However, the Intending Allottee has specifically agreed that if due to any change in the layout/building plan, the said office/retail space(s) ceases to be in a preferential location as defined below, the Company shall be liable to refund only the amount of preferential location charges paid by the Intending Allottee and such refund shall be adjusted in the last installment as stated in the payment plan.

Description of Preferential Location

Preferential Location Charge (PLC)

Office/Retail Space near Lift Lobbies	10% of basic sale price
Office/Retail Space in Corner/two sides open	10% of basic sale price

(To clarify, if a preferential location has all the above said two elements then Intending Allottee shall be charged 20% extra of the basic sale price)

7. The Company has made it clear to the Intending Allottee and the Intending Allottee has understood and agreed to pay all such amount(s) demanded by Central Government, State Government, Local Government, and/or any Competent Authority in any form or by any name including but not limited to government rates, levies, cesses, charges, fees, whether, levied or leviable now or in future. All such amount(s) shall be calculated and payable by the Intending Allottee in proportion to Intending Allottee's Super Area of the Office/Retail Space(s) to the total Super Area of all the Office / Retail Space(s) in the said Building. The Intending Allottee shall pay all such sums as and when demanded by the Company without any delay or demur and such amounts shall form part of the sale consideration. Delay and non-payment of such amounts shall be treated as breach of terms and conditions of this application/agreement and shall be dealt with like other breaches.
8. The Intending Allottee agrees that the sale price of the office /retail space(s) includes the levy of EDC and IDC upto the date of issue of the licence and the Intending Allottee agrees to pay to the Company any increase in the EDC and IDC by whatever name called or in whatever form on pro rata basis and with all such conditions imposed by the Haryana Government or any competent authorities. In addition the Intending Allottee also agrees to pay all Govt. rates, cesses, charges, property tax, wealth tax or taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be from the date of this application in proportion to the super area of the office/retail space(s) prior to the execution of the sale deed.
- If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated as unpaid sale price of the office/retail space(s) and the Company shall have lien on the office/retail space(s) of the Intending Allottee for the recovery of such charges. In case the property tax is assessed separately in respect of the individual office/retail space(s), then the Intending Allottee shall pay the said tax directly to the concerned authority.
9. The rate/sale price mentioned in this application is inclusive of the cost of providing electric wiring in each office/retail space(s) and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/regulations and power back up but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be installed by the Intending Allottee at his/her own cost. If, however, due to any subsequent legislation/Government orders or directives or guidelines or if deemed necessary by the Company or any of its nominees, additional fire safety measures are undertaken, then the Intending Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other allottees as determined by the Company in its absolute discretion. The rate/sale price mentioned in this application is for bare shell condition of the area within the internal walls of the office/retail space(s) and for finished condition in common areas as per specifications to be more specifically provided in Office/Retail Space Buyers' Agreement.
10. The Intending Allottee agrees that car parking spaces, if any, allotted shall be an integral part of the office/retail space applied herein and the Intending Allottee shall not be entitled to sell/deal with the car parking space(s) independent of the office/retail space(s). All clauses of this application and Office/Retail Space Buyers Agreement pertaining to allotment, cancellation etc. shall apply mutatis mutandis to the said parking space(s) wherever applicable. It has been made clear to the Intending Allottee that the reserved car parking space as set out in Payment Plan, allotted to him/her/it for exclusive use appurtenant to his/her office/retail space and reserved for his/her use only to the exclusion of other occupants in the said Building. The Intending Allottee agrees that the parking space(s) shall not form part of the common area of the said Building/said Complex for the purpose of declaration, which may be filed by the Company under the Haryana Apartment Ownership Act, 1983. The Intending Allottee hereby undertakes that she/he/it shall not make any claim whatsoever on the reserved parking space(s) if any, allotted to other occupants in the said Building. As reserved parking space if any, is an integral amenity of the office/retail space(s), the Intending Allottee undertakes not to sell/transfer/deal with the reserved parking space, if any, independent of office/retail space(s). It is further made clear to the Intending Allottee that the Intending Allottee shall have no right, title or interest in other unreserved covered/open car parking spaces(s), if any, available to visitors/other occupants/users in the said Building on payment of Operation/Maintenance charges and such parking space(s) shall be under exclusive ownership of the Company and shall be dealt by the Company at its own discretion as it may deem fit. It is specifically made clear that the Company may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved covered/open car parking space(s).
11. The Company and the Intending Allottee hereby agree that the application money and earnest money for the purpose of this application and for Office/Retail Space Buyers' Agreement shall be 20% (twenty per cent) of the total sale price per office/retail space. The Intending Allottee hereby authorizes the Company to forfeit this application money/earnest money along with the interest on delayed payments, interest on installments, brokerage, etc. in case of non fulfillment of the terms and conditions herein contained and those of the Office/Retail Space Buyers' Agreement as also in the event of failure by the Intending Allottee to sign and return to the Company the Office/Retail Space Buyers' Agreement within thirty (30) days from the date of its despatch by the Company.
12. The payment on or before due date, of sale price and other amounts payable by the Intending Allottee as per the payment plan accepted by the Intending Allottee or as demanded by the Company from time to time is the essence of this application and the Office/Retail Space Buyers' Agreement.
13. The Intending Allottee has seen and accepted the plans, which are tentative and yet to be submitted for approval before the relevant authorities and has applied for the provisional allotment of the office/retail space(s) with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, floor plan(s), location of the office/retail space(s) applied for in the said Building/said Complex which are tentative and may be liable to change at the sole discretion of the Company and also subject to change by the competent/relevant authorities and the Intending Allottee authorizes the Company to effect suitable and necessary alterations/modifications in the layout plan/building plans, designs and specifications, measurements, dimensions, floor plan(s), location of the office/retail space(s) applied for in the said Building/said Complex, as the Company may deem fit or as directed by competent authority(ies). However, in case of any major alteration/modification resulting in more than 25% change in the super area of the office/retail space(s) or material change in the specifications of the office/retail space(s), change in floor plans, any time prior to and upon

the grant of occupation/completion certificate, the Company shall intimate to the Intending Allottee in writing the changes thereof and the resultant change, if any, in the price of the office/retail space(s) to be paid by him/her and the Intending Allottee agrees to inform the Company in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Intending Allottee shall be deemed to have given his full consent to all the alterations/modifications. If the Intending Allottee writes to the Company within thirty (30) days of intimation by the Company indicating his non-consent/objections to such alterations/modifications resulting in more than 25% change in the super area, then the allotment shall be deemed to be cancelled and the Company shall refund the entire money received from the Intending Allottee with interest @ 9 % per annum. The Intending Allottee agrees that any increase or reduction in the super area of the office/retail space(s) shall be payable or refundable (without any interest) at the rate per sq. mtr/sq.ft. as mentioned in this application.

14. The Intending Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said office/retail space(s) in the said Building or if any matter, issue relating to such approvals, permissions, notices, notifications by the Competent authority(ies) become subject matter of any suit/writ before a competent court or due to force majeure conditions, the Company, after provisional and/or final allotment, is unable to deliver the office/retail space(s)/Parking Space(s) to the Intending Allottee for his/her occupation and use/parking, the Intending Allottee agrees that the Company if it decides in its sole discretion to refund then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.
15. It is specifically made clear by the Company and understood by the Intending Allottee that there shall be restrictive guidelines/covenants regarding interior fit outs in the Office/Retail Space Buyers' Agreement and no conveyance deed shall be executed in case of any guideline(s) of non completion of interior fit-outs or in such regard not being adhered to by the Intending Allottee.
16. The Company has made clear to the Intending Allottee that it shall be carrying extensive development/construction activities for many years in future in the area in and around the said Land and the Intending Allottee shall not raise any objection or make any claim(s) on account of any inconvenience, if any, that may be suffered by the Intending Allottee due to such developmental/construction activities or incidental/related activities. The Company shall endeavor to complete the construction of the said office/retail space(s) within a period of three years from the date of execution of the Office/Retail Space Buyers' Agreement subject to timely payment by the Intending Allottee(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him or as demanded by the Company. The Company on obtaining certificate for occupation/completion and use from the competent authorities shall hand over the office/retail space(s) to the Intending Allottee for his/her occupation and use and subject to the Intending Allottee having complied with all the terms and conditions of the Office/Retail Space Buyers' Agreement. In the event of his/her failure to take over and/or occupy and use the office/retail space(s) provisional and/or finally allotted within 30 days from the date of intimation in writing by the Company, then the same shall lie at his/her risk and cost and the Intending Allottee shall be liable to pay to the Company holding charges @ Rs.10/- per sq. ft. of the super area for the office use or Rs. 15/- psf of the super area of the premises for the use as retail purposes per month for the entire period of such delay. If the Company fails to complete the construction of the said office/retail space(s) within three years as aforesaid then the Company shall pay to the Intending Allottee compensation @ Rs.10/- per sq. ft. of the super area for the premises for office use or Rs. 15/- psf of the super area of the premises for the use as retail purposes per month for the period of such delay.

The adjustment of compensation shall be done at the time of conveyancing of the office/retail space(s) and not earlier. The holding charges shall be a distinct charge in addition to maintenance charges, and not related to any other charges as provided in this application and Office/Retail Space Buyers' Agreement.

17. The Intending Allottee upon completion of the said Building agrees to enter into a maintenance agreement with the association/body/condominium of association of office/retail space owners or any other nominee/agency/association or other body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/nominated by the Company from time to time for the maintenance and upkeep of the said Building /said Complex and the Intending Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency from the date of Occupation/Completion Certificate granted by the competent authority on pro rata basis irrespective whether the Intending Allottee is in occupation of the office/retail space(s) or not. In order to secure due performance of the Intending Allottee in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Intending Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Company as Interest Bearing Maintenance Security (IBMS) at the rate of Rs.500/- per sq. ft. of the super area of the office/retail space(s) carrying a simple yearly interest as per the applicable rates on fixed deposits (applicable to one year fixed deposit) accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the Company to be adjusted in the manner to be stated in the Office/Retail Space Buyers' Agreement.

The Operation/Maintenance billing shall also include the cost of the chilled/hot water meter (Thermal Energy Meter), hire charges/installation charges of the same in the office/retail space(s) and the rate of chilled water supply will be based on 1.2 times the sum of the cost of the pro rata energy consumption of the running of the chillers plus line losses, pro rata Operation/Maintenance cost of running of chillers/Air conditioning Plant, repair, replacement etc.

In case of failure of the Intending Allottee to pay the maintenance bill, other charges on or before the due date, the Intending Allottee in addition to permitting the maintenance agency to deny him/her the maintenance services, also authorizes the Company to adjust in the first instance, the interest accrued on the interest bearing maintenance security against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Intending Allottee further authorizes the Company to adjust the principal amount of the interest bearing maintenance security against such defaults. If due to such adjustments in the principal amount, the interest bearing maintenance security falls below the agreed sum of Rs.500/- per sq.ft. of the super area of the said office/retail space(s),

then the Intending Allottee hereby undertakes to make good the resultant shortfall within 15 days of demand by the Company. Further, the Company reserves the right to increase interest bearing maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Intending Allottee agrees to pay such increases within fifteen days of demand by the Company.

If the Intending Allottee fails to pay such increase in the Interest Bearing Maintenance Security or to make good the shortfall as aforesaid on or before its due date, then the Intending Allottee authorizes the Company to treat the allotment as cancelled without any notice to the Intending Allottee and to recover the shortfall from the sale proceeds of the said office/retail space(s) and to refund to the Intending Allottee only the balance of the money realized from such sale after deducting there from the entire application money/earnest money, interest on delayed payments, any interest paid, due or payable and all other dues as set out in the payment plan. It is made specifically clear and it is so agreed by and between the parties here to that this condition relating to interest bearing maintenance security as stipulated in this clause shall survive the conveyance of title in favour of the Intending Allottee and the Company shall have first charge/lien on the said office/retail space(s) in respect of any such non-payment of shortfall/increases as the case may be.

The Company shall, if already paid by the Intending Allottee to the Company may, at its sole discretion, refund to the Intending Allottee in full and final settlement of the IBMS, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Intending Allottee at any time including upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged and all clauses dealing/concerning the IBMS of this Application, Office/Retail Space Buyers' Agreement and the conveyance deed as far as they are applicable to the Company shall cease to be valid and effective. In the alternative, the Intending Allottee hereby authorizes the Company to transfer to the Maintenance Agency the IBMS of the Intending Allottee, after adjusting there from any outstanding maintenance bills and/or other outgoings of the Intending Allottee at any time upon execution of the conveyance deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IBMS and all clauses dealing/concerning the IBMS of this Application, Office/Retail Space Buyers' Agreement and the Conveyance Deed as far as they are applicable to the Company shall cease to be valid and effective. It is specifically agreed by the Intending Allottee that such transfer of IBMS shall not be linked in any manner whatsoever to the implementation of the Haryana Apartment Ownership Act, 1983, by the Company for the said Building. Further the Intending Allottee agrees that the Maintenance Agency/Association of Office/Retail Space Owners, upon transfer of the IBMS or in case fresh IBMS is sought from the Intending Allottee(s) as stipulated herein above, shall have the sole right to modify/revise all or any of the terms of the IBMS, Tripartite Maintenance Agreement, including but not limited to the amount/rate of IBMS, etc.

18. The Intending Allottee shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of sale deed of the office/retail space(s) in favour of the Intending Allottee which shall be executed and got registered after completion of interior fit outs by the Intending Allottee within the time stipulated by the Company and commencement of commercial operation of the office/retail space(s) and upon receipt of full sale price, other dues including payment of IBMS payable to the Company or the Maintenance Agency, as the case may be, and the said charges and expenses as may be payable or demanded from the Intending Allottee in respect of the office/retail space(s) and parking space(s) allotted to him/her.

In case the Intending Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, and/or the Intending Allottee fails to complete the interior fit outs and/or does not operate the office/retail space(s), the Company shall be free to appropriate the part of sale price paid by the Intending Allottee towards the said charges and expenses and the Intending Allottee shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in Clause (16) hereof. The Intending Allottee undertakes to execute the sale deed within sixty (60) days from the date of the Company intimating in writing the receipt of the certificate for use and occupation of the said Building from the competent authority failing which the Intending Allottee authorizes the Company to cancel the allotment and forfeit the application money/earnest money, delayed payment interest, etc. and refund the balance price paid by the Intending Allottee without any interest upon realization of money from re-sale/re-allotment to any other party.

19. The Intending Allottee agrees to comply with the terms and conditions of this Application and the Office/Retail Space Buyers' Agreement failing which the Company shall have the right to cancel/terminate the allotment/ Office/Retail Space Buyers' Agreement and forfeit the entire amount of application money/earnest money, interest on delayed payment, brokerage if paid, etc. The Intending Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the office/retail space(s) along with parking space(s). It is understood by the Intending Allottee that the Company is not required to send reminders/notices to the Intending Allottees in respect of the obligations of the Intending Allottees as set out in this Application Form and/or Office/Retail Space Buyers' Agreement and the Intending Allottee is required to comply with all its obligations on its own. The Company shall thereafter be free to resell and/or deal with the said office/retail space(s) in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the application money/earnest money, processing fee, interest on delayed payments, interest on installments, brokerage, etc. would be refunded to the Intending Allottee by the Company only after realising such amounts to be refunded on resale but without any interest or compensation of whatsoever nature. The Company shall have the first lien and charge on the said office/retail space(s) for all its dues payable by the Intending Allottee to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee in not making payments as per the payment plan but on the condition that the Intending Allottee shall pay to the Company interest which shall be charged for the first ninety (90) days from the due date @ 15 % per annum and for all periods exceeding first ninety (90) days after the due date @ 18% per annum.

20. The Company may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force,

permit the Intending Allottee to get the name of his/her nominee substituted in his/her place subsequent to payment of second installment as per the Payment Plan of the Company by the Intending Allottee and subject to such terms and conditions as the Company may impose. The Intending Allottee 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 Intending Allottee by the Company that any nomination/transfer/assignment of allotted office/retail space(s) are subject to conditions/ restrictions, if any, imposed by any statutory authorities. Further, the Intending Allottee agrees to pay all fees, charges and other expenses to the Company and/or the competent authorities payable on account of such nomination/transfer/assignment of allotted office/retail space(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 office/retail space(s) by any statutory authority, the parties will have to comply with the same and the Intending Allottee has specifically noted the same.

21. The Intending Allottee hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/ securitization of receivables of his/her office/retail space(s) subject to the office/retail space(s) being free of any encumbrances at the time of execution of sale deed. The Company/Financial Institution/Bank shall always have the first lien/charge on the said office/retail space(s) for all its dues and other sums payable by the Intending Allottee or in respect of the loan granted for the purpose of the construction of the said Building. In case of the Intending Allottee(s) who have opted for long-term payment plan arrangement with any Financial Institutions/Banks, the conveyance of the office/retail space(s) in favour of the Intending Allottee shall be executed only upon the Company receiving No Objection Certificate from such Financial Institutions/Banks.
22. The Intending Allottee hereby covenants with the Company to pay from time to time and at all times, the amounts which the Intending Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of this Application Form and Office/Retail Space Buyers' Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of all the covenants and conditions and also against any loss, damage, or liability that may arise as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Intending Allottee as mentioned in this Application Form and Office/Retail Space Buyers' Agreement.
23. It is abundantly made clear that in respect of all remittances/acquisitions/transfers of the said office/retail space(s) it shall be the sole responsibility of non-resident/foreign nationals of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Office/Retail Space Buyers' Agreement. All remittances shall be made by way of cheque/demand drafts payable at New Delhi. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Intending Allottee and such third party shall not have any right in the application/allotment of the said office/retail space(s) applied for herein in any way. Any refund, transfer of security if provided in terms of the Office/Retail Space Buyers' Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
24. It is clearly understood and agreed by the Intending Allottee that all the Kiosks in the Building shall be under the exclusive ownership of the Company and the Company shall be free to deal with the said kiosks at its own discretion and that the Intending Allottee shall not object to the presence, ownership and/or operation of the said kiosks in the said Building.
25. It is clearly understood and agreed by the Intending Allottee that the Company has the 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, parking spaces, front and rear facade of the said Building and has absolute authority to deal with the same in any manner whatsoever.
26. It is clearly understood by the Intending Allottee that the said Building is subject to the provisions of the Haryana Apartment Ownership Act, 1983, or any such other statutory enactment or modifications as and when brought into force. The Intending Allottee undertakes and agrees to comply with the provisions of the aforesaid Act in so far as it becomes applicable to the Company.
27. The Intending Allottee hereby agrees to comply with all the Laws as may be applicable to the said office/retail space(s) including but not limited to the 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. in respect of his said office/retail space(s) and the Intending Allottee shall always remain solely responsible for the consequence of non compliance of the aforesaid acts/rules.
28. The Intending Allottee shall inform the Company in writing of any change in the mailing address mentioned in this application failing which all demands, notices, etc. by the Company shall be mailed to the address given in this application and deemed to have been received by the Intending Allottee. In case of Joint Allottees, all communication shall be sent to the first named Allottee in this application.
29. The Intending Allottee agrees that the sale of the office/retail space(s) is subject to force majeure clause which inter alia include delay on account of non availability of steel and/or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any legislation, notice order, rule or notification of the Government and/or any other public or competent authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said office/retail space(s)/other commercial/parking space(s) or if any matter(s), issue(s), relating to approval(s), permission(s), notice(s), notification(s) by the competent authorities become subject matter of any suit/write before a

competent court or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the office/retail space(s).

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company so warrant the Company may suspend the said Project or any part thereof for such period as it may consider expedient and no interest and/or compensation of any nature whatsoever can be claimed by the Intending Allottee for the period of suspension of the said Project or any part thereof.

In consequence of the Company abandoning the said Project or any part thereof or the Intending Allottee withdrawing from the allotment, the Company's liability shall be limited to the refund of the amount paid by the Intending Allottee(s) without any interest or compensation whatsoever.

30. The provisional and/or final allotment of the office/retail space(s) is entirely at the sole discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
31. It is specifically understood by the Intending Allottee(s) that upon execution, the terms and conditions as set out in the Office/Retail Space Buyers' Agreement shall supersede the terms and conditions as set out in this application.
32. The Company reserves the right to transfer ownership of the said Building /said Complex in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion without any intimation, written or otherwise to the Intending Allottee and the Intending Allottee agrees that he/she shall not raise any objection in this regard.
33. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Office/Retail Space(s) shall equally be applicable to and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers/assignees/nominees of the said office/retail space(s) as the said obligations go along with the said office/retail space(s) for all intents and purposes.
34. All or any disputes arising out or touching upon or in relation to the terms of this application and/or Office/Retail Space Buyers' Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by 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 an appropriate location in Delhi by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Intending Allottee hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as Arbitrator is an employee or advocate of the Company or is otherwise connected to the Company and the Intending Allottee confirms that notwithstanding such relationship/connection, Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The District Courts and High Court at Delhi/New Delhi alone shall have the jurisdiction.
35. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

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 Office/Retail Space Buyers' 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 Office/Retail Space Buyers' 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 Office/Retail Space Buyers' 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 application money/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 office/retail space (s) applied for and provisionally and/or finally allotted to me/us in any manner whatsoever.

Date:

Place:

SIGNATURE OF THE INTENDING ALLOTTEE(S)