

**TERMS AND CONDITIONS
FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF A
SPACE FOR COMMERCIAL USE IN PRIME TOWERS, OKHLA,
SITUATED AT F-79-80, OKHLA INDUSTRIAL AREA, PHASE-I, NEW
DELHI-110020**

The terms and conditions given below are indicative and more comprehensively set out in the Agreement which upon execution shall supersede the terms and conditions as set out in this Application. The Applicant shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

Definitions and Interpretation:

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

"Act" means the Delhi Apartment Ownership Act 1986 or any other rule, statutory enactment, amendment or modification thereof.

"Agreement" shall mean this space buyer's agreement including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Space in the Said Building, executed by the Allottee and Company.

"Applicant" shall mean the Person(s) applying for allotment of the Said Space whose particulars are set out in this Application and who has appended his signatures as an acknowledgement of having agreed to the terms and conditions of this Application, read along with the Agreement.

"Application" shall mean whole of this application form including all annexures, schedules and terms and conditions for allotment of the Said Space in the Said Building.

"Company" shall mean DLF Home Developers Ltd., having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City, Phase-I, Gurgaon, and includes its affiliates and sister concerns.

"Common Areas & Facilities" means such common areas and facilities within the Said Complex earmarked for common use of all applicants, limited to and precisely listed in the Agreement.

"Conveyance Deed" means deed of conveyance which shall convey the title of the Said Space in favour of the Applicant in accordance with the Agreement.

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"Development Charges (DC)" means the charges for development levied/leviable on the Said Building, if any, by any statutory /regulatory authority or any other competent authority (ies) and also includes any increase in such development charges, by whatever name called or in whatever form and with all such conditions imposed by the Delhi Government or any other competent authority (ies).

"Deed of Apartment" shall mean the deed of apartment (including any amendments thereof) filed/to be filed under the Act with the competent authority with regard to the Said Space/Said Building.

"Earnest Money" shall mean an amount equal to twenty percent (20%) of the Total Price.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (b) explosions or accidents, air crashes and shipwrecks;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) non procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority, including delay in issuance of the approvals, Intimation of Disapproval, Occupation Certificate, Completion Certificate and/or any other Certificate as may be required.
- (h) any event or circumstances analogous to the foregoing.

"IBMS" means the interest bearing maintenance security for the maintenance and upkeep of the Said Building to be paid as per the payment plan to the Company or the Maintenance Agency @ Rs.5382/-per sq. mtr (Rs.500/- per sq. ft of the super area of the Said Space, carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by the State Bank of India or the prime lending rate of State Bank of India of a term for one year, whichever is lower at the close of each financial year on 31st March.

"Maintenance Agency" means the Person who shall carry out the maintenance and upkeep of the Said Building and who shall be responsible for providing the

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maintenance services within the Said Building, which may be the Company or association of space allottees or such other appointed body, company, agency, to whom the Company may hand over the maintenance of the Said Building.

"MPD" means Master Plan of Delhi 2021 as amended from time to time including any notifications, clarifications, etc, or any other Master Plan in force.

"Non Refundable Amounts" means interest paid or due on delayed payments brokerage, etc.

"Parking Space(s)" means the parking space(s) allotted to the Applicant, details of which have been mentioned above.

"Person" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.

"PLC" means charges for the preferential location of the Said Space payable/ as applicable to be calculated on the basis of the super area of the Said Space as mentioned in item no. 6 of this Application hereinabove.

"Said Building" means the building by the name of Prime Towers, Okhla, to be constructed on the Said Land, comprising spaces/built-up area as per the building plans approved by the competent authority or any subsequent revised building plan usable for activities as permitted in MPD for a local shopping centre. The tentative site plan is **Annexure-IA**.

"Said Land" means the industrial land admeasuring 19500.84 sq. mtr. (23323 sq. yards (approx.)) situated at plot bearing No.F-79-80, Okhla Industrial Area, Phase-I, New Delhi-110020. The location plan is **Anenxure-I**.

"Said Space" means the specific space applied for by the Applicant in the Said Building, details of which have been set out in this Application and includes any alternative space in lieu thereof.

"Taxes and Cesses" shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker's welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Space, now or in future.

"Total Price" means the amount amongst others payable for the Said Space which includes basic sale price, PLC (if the Said Space is preferentially located), , and charges for exclusive use of Parking Space calculated on per sq. ft/per sq. mtr

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basis of the super area of the Said Space but does not include other amounts, which are payable as and when demanded by the Company in accordance with the terms of this Application and the Agreement, including but not limited to –

- (i) IBMS
- (ii) Stamp Duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed,
- (iii) Taxes and Cesses
- (iv) Maintenance Charges, property tax, municipal tax related to the Said Building.
- (v) DC, IDC and additional, DC, IDC,
- (vi) Wealth tax, government rates, tax on land, fees of all and any kind by whatever name called on the Said Land and Said Building;
- (vii) Cost of electric fitting, fixtures, geysers, electric and water meter etc.
- (viii) Conversion charges for commercial use.
- (ix) Any other charges/tax/cess/levies etc. that may be payable by Applicant as per the Agreement on demand by the Company.

Which amounts shall be payable by the Applicant in accordance with the terms and conditions of the Application/ Agreement and as per the demand raised by the Company from time to time.

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 feminine gender.

1. The Applicant has applied for allotment of the Said Space and is fully aware of all the limitations and obligations of the Company in relation to and in connection with the development/construction of the Said Building/Said Space and has also satisfied himself about the arrangements/ title/interest/ rights of the Company in the Said Land on which the Said Building is being developed/constructed and has understood all limitations or obligations of the Company in respect thereof. The Applicant confirms that no further investigation in this regard is required by the Applicant. The Applicant confirms that this Application is irrevocable and cannot be withdrawn.
2. The Applicant shall pay the Total Price of the Said Space as per the payment plan opted by the Applicant and in addition the Applicant shall also be liable to pay all other amounts, charges and dues as mentioned in this Application and as and when demanded by the Company in accordance with the terms of this Application / Agreement.

The Applicant agrees and understands that the Company has calculated the Total Price payable by the Applicant for the Said Space on the basis of its super area. The super area is tentative and any increase or decrease thereof shall be payable or refundable at the rate mentioned in the this

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Application. It is further understood by the Applicant that the definition of Super Area and the specific area are defined in the Agreement and the Applicant affirms to be bound by the same.

- 3(a). Subject to the other terms and conditions of this Application/Agreement, on and after the payment of Total Price and other charges and dues, as per the Application/Agreement, the Applicant shall have the ownership of the specific area, undivided interest in the footprint (although the Applicant shall not be making any payment towards the undivided proportionate share in the foot print) and undivided interest and the common right to use Common Areas & Facilities alongwith the other allottees/applicants and an exclusive use of the Parking Space(s).

The Applicant agrees that the Total Price is for bare shell condition of the area within the internal walls of the Said Space and the finishing and fitouts inside the Said Space shall be done by the Applicant at the Applicant's own cost.

- 3(b). The Applicant agrees that all rights including the ownership thereof of Said Land, facilities and amenities 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, institutions, trust and/or any local bodies, which the Company may deem fit in its sole discretion.
- 4(a). The Applicant agrees and understands that the Said Space/Said Building is subject to the Act. Accordingly, the undivided interest of each owner of the Said Space in the common areas and facilities shall be specified by the Company in the Deed of Apartment or any amendment thereof (which shall be filed by the Company in compliance of the Act) which shall be conclusive and binding upon the Applicant and the Applicant agrees and confirms that the Applicant's right, title and interest in the Said Space/Said Building shall be limited to and governed by what is specified by the Company in such Deed of Apartment. The Applicant shall be required to join the society/association of the owners of the spaces and the Applicant agrees to pay all 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(b). The Applicant agrees that the Company may in its sole discretion (for the purpose of complying with the provisions of any applicable law or otherwise) substitute the method of calculating the proportionate share of the land beneath the foot print of the Said Building and/or common areas and facilities which shall be binding upon the Applicant.
- 5(a). The Applicant agrees that the use of Said Space shall be as specified in the MPD. The use of each space in the Said Building shall be specified in the Agreement to be executed by the Applicant and any change in the specified use will be treated as a breach of the Application/Agreement entitling the Company to cancel the allotment and forfeit the Earnest Money and the Non Refundable Amounts, if any, deposited by the Applicant. Thereafter, the Company shall have the right to deal with the same in the manner in which it

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may deem fit and the Applicant shall have no claim of any nature whatsoever.

6. The Applicant agrees and understands that the Applicant shall be liable to pay all Taxes, which shall be charged and paid as follows:
- a) A sum equivalent to the proportionate share of Taxes shall be paid by the Applicant to the Company. The proportionate share shall be the ratio of the super area of the Said Space to the total super area of the Said Building.
 - b) The Company shall intimate to the Applicant herein, on the basis of certificates from a Chartered Engineer and/or a Chartered Accountant, the amount payable as stated above which shall be final and binding on the Applicant and the Applicant shall make payment of such amount within 30 (thirty) days of such intimation
7. The Applicant agrees that if due to any change in the lay-out plan / building plan of the Said Building:
- a) the Said Space ceases to be preferentially located then only the amount of PLC paid by the Applicant shall be refunded, without any interest, and such refund shall be made / adjusted in the next installment as stated in the schedule of payments annexed with the Agreement .
 - b) the Said Space becomes preferentially located, if earlier it was not, the Applicant shall pay PLC of the Said Space to the Company as applicable and as demanded by the Company.

The Applicant understands that in case of change in location of the Said Space, due to change in the layout plan/ building plan of the Said Building or otherwise, the Applicant shall have no other right, claim or obligations except as mentioned hereinabove.

- 8 (a). The Applicant agrees to pay DC by whatever name called or in whatever form and with all such conditions as may be imposed by the competent authority(ies) at the time of possession or as and when demanded by the Company. If such charges are increased (including with retrospective effect) after the conveyance deed has been executed then the Applicant undertakes to pay such charges directly to the government agency or department concerned or to the Company forthwith on the Company raising such demand on the Applicant. In the event of such charges remaining unpaid, the Applicant agrees that the same shall be treated as unpaid sale price of the Said Space and the Company shall have first charge and lien over the Said Space and an unfettered right to resume the Said Space.
- 9(a). The Company has made it clear to the Applicant and the Applicant has understood and agreed to pay all such amount(s) paid by the Company at any time before or after the acceptance of the application of Applicant for allotment or 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,

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licensing fee, conversion charges and/or for putting the Said Space to use, wholly or partially whether, levied or leviable now or in future. All such amount(s) shall be calculated and payable by the Applicant in proportion to Applicant's super area of the Said Space to the total super area of all the Said Spaces. The Applicant 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. In case, however, if the Company pays such charges before collecting the same from the Applicant, then, the Company shall have the right to recover the same from the Applicant. 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.

- 9(b). The Applicant agrees to pay all Government rates, cesses, charges, property tax, service 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 Said Space 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 Applicant for the recovery of such charges. In case the property tax is assessed separately in respect of the space(s), then the Applicant shall pay the said tax directly to the concerned authority.
10. The rate mentioned in this Application is inclusive of the cost of providing electric connection upto the distribution board (DB) in each of the Said Space and fire detection and suppression equipment in the common areas and fire detection and suppression equipment is provided in the Said Space also, 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 Applicant at his/her own cost. The distribution of electricity beyond the DB in each Said Space shall be done by the Applicant at his own cost and according to his own interior layout. 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 Applicant agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Applicants as determined by the Company in its absolute discretion. The rate 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 the Agreement.
11. The Applicant agrees that the Parking Spaces allotted to the Applicant for the exclusive use of the Applicant is inseparable and an integral part of the Said Space. The Applicant has no right to sell / transfer or / deal with the Parking Space independent of the Said Space. The Applicant undertakes to park the vehicles in the Parking Space allotted to Applicant and not anywhere else in the Said Building and Said Land. It is specifically clarified and the Applicant acknowledges that the service areas, if any, provided either in the basement or provided anywhere in the Said Land /Said Building shall be kept reserved for the use by maintenance staff etc. and such areas shall not be used by the Applicant for parking vehicles. The Applicant agrees that Parking Spaces allotted to the Applicant shall not be part of the Common Areas and Facilities

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of the Said Building and shall not be part of the Common Areas to be defined in the declaration to be filed by the Company under the Act. The Applicant agrees that the parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Said Space under any of the provisions of this Application/ Agreement. All clauses of this Application/ Agreement pertaining to use, possession, cancellation etc. apply mutatis mutandis to the above said Parking Spaces, wherever applicable.

12. The Applicant agrees that the Company shall be entitled to forfeit the Earnest Money alongwith the Non Refundable amount and cancel the allotment in case of non fulfillment/ breach of the terms and conditions of the Application and the Agreement including withdrawal of the Application and also in the event of the failure by the Applicant to sign and return to the Company the Agreement within thirty (30) days from the date of its dispatch by the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Space. The Company shall thereafter be free to resell and/or deal with the Said Space in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money and the Non Refundable Amounts would be refunded to the Applicant by the Company only after realizing such amounts from resale of the Said Space but without any interest or compensation of whatsoever nature. The Company shall at all times have the first lien and charge on the Said Space for all its dues payable by the Applicant to the Company.

Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Applicant in not making payments as per the payment plan but on the condition that the Applicant 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.

13. The Applicant shall commence the business of nature specified by the Applicant in this Application, in the Said Space not later than four (4) months from the date of offer of possession. In case the Applicant fails to commence / make operational his business within the stipulated period, the Company may, at its sole discretion, extend the period for commencing business by the Applicant upon payment by the Applicant of additional charges @ Rs.538/- per sq. mtr (Rs. 50/- per sft.) per month. If the Applicant fails to commence / make operational his business within stipulated / extended period the Company may resume the Said Space, refund the amounts paid by the Applicant without any interest. Thereafter, the Company shall have right to resell the Said Space.
14. The Applicant agrees that time is of the essence in respect of all payments to be made by the Applicant including the Total Price and all other amounts, charges and dues, as mentioned in this Application / Agreement.
15. The Applicant has seen inspected and accepted the plans and has applied for the allotment of the Said Space with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the Said Space and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or

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recast at the sole discretion of the Company or as directed by the competent authority.

However, in case of any major alteration / modification resulting in more than +20% change in the super area of the Said Space or material change in the specifications of the Said Space any time prior to and/or upon the grant of occupation certificate by the Company's architect or by the competent authority, the Applicant will be duly informed in writing by the Company of such change and the difference in price of the Said Space to be paid by the Applicant or refunded to the Applicant by the Company, as the case may be. The Applicant agrees to inform the Company, in writing, objections to such changes within thirty (30) days from the date of such notice failing which the Applicant shall be deemed to have given his consent to all the alterations/modifications. If the Applicant objects to such change in writing, within the permitted time, then the Company alone in its sole discretion may decide to cancel the allotment of the Said Space or may decide not to go ahead with such alteration/ modification. In case the Company decides to cancel the allotment, in such event the Company's only liability will be to refund the entire money received from the Applicant with simple interest @ 6% per annum only and the Applicant agrees that the Applicant shall have no other claim or right to raise any dispute and the Company shall be free to deal with the Said Space.

The Applicant agrees that any increase or reduction in the super area of the Said Space shall be payable or refundable (without any interest) at the rate per sq. mtr. / sq. feet as mentioned in this Application.

16. The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Building in abeyance and terminate/ alter/vary the terms and conditions of this Application/ Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application/Agreement.
17. The Applicant agrees that the Company may at its sole discretion and subject to the Applicant having fulfilled all its obligations under this Application, allow the Applicant to enter the Said Space for carrying out interior finishing and fit out works prior to the notice of possession and on execution of an indemnity bond and the Company may impose certain restrictive guideline(s), covenants and conditions including the time frame, regarding interior fit outs at the time of allowing the Applicant to do the interior fit outs in the Said Space and no conveyance deed shall be executed in case of any breach of any of such guideline(s), covenants and conditions issued for interior fitouts or failure of the Applicant to strictly adhere to such guideline(s), covenants and conditions.

However, such entry shall not be construed as or in no way entitle the Applicant to have any right, interest or title of any nature whatsoever in respect of the Said Space. The Applicant undertakes not to cause any

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damage to the Said Building, while completing the interior work of the Said Space and in the event any such damage is caused, the Applicant agrees to reimburse the Company the costs of rectification thereof. The Applicant further agrees to pay to the Company the cost of electricity, water and other direct expenses incurred by the Company on account of the Applicant during the period of interior fit outs. The demand raised by the Company in this regard shall be final and binding upon the Applicant and the Applicant undertakes to make the payment thereof forthwith.

18. Subject to the terms of this Application and the Agreement, including but not limited to timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application / Agreement, the Company shall endeavour to complete the construction of the Said Space within 18 months from the date of Application and thereafter, the Company will offer the possession of the Said Space to the Applicant. Any delay by the Applicant in taking the possession would attract holding charges @ (Rs.538/- per sq. mtr (Rs. 50/- per sq. ft.) per month of the super area of the office space and Rs.807/- per sq. mtr (Rs.75/- per sq. ft.) of the super area of the shop and/or other spaces. Subject to the terms and conditions of the Agreement, in case of any delay by the Company in completion of the construction of the Said Space, the Company shall pay compensation @ Rs.538/- sq. mtr (Rs. 50/- per sq. ft.) per month for the office space and Rs.807/- sq. mtr (Rs.75- per sq. ft) per month of the super area of the shop and/or other spaces to the first named Applicant and no one else, which both parties agree is a reasonable estimate of the damages that the Applicant may suffer and the Applicant agrees that it shall have no other rights/claims whatsoever, provided the Applicant is not in a breach of any of the terms of this Application / Agreement. The adjustment of such compensation shall be done at the time of execution of conveyance deed.

The holding charges shall be a distinctive charge in addition to Maintenance Charges and not related to any other charges as provided in this Application/Agreement.

19. The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Building may be handed over to the Maintenance Agency or such other agency/ body/ company as the Company may deem fit. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Building (including common areas & facilities) and undertakes to pay the maintenance bills thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/ payable from the date of occupation certificate of the Said Space / expiry of 30 days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay the IBMS at the time of offer of possession or as and when demanded by the Company for securing the maintenance charges payable for the maintenance and upkeep of the Said Building and also include any further increase in such charges
20. The Applicant shall be liable to pay all fees, duties, expenses, costs, etc., for the execution and registration of the conveyance deed of the Said Space including but not limited to stamp duty, registration charges, transfer duty

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and all other incidental and legal expenses, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case the Applicant fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment of the Said Space and forfeit the Earnest Money and Non Refundable Amount and refund the balance amount, if any, to the Applicant, without any interest, upon realization of money from resale / re-allotment to any other party, provided that the Applicant is not in a breach of any terms of this Application/ Agreement.

21. The Applicant agrees that the Application / Agreement is not assignable nor the name of the Applicant can be substituted, added and deleted. The Company may, at its sole discretion and subject to applicable laws and notifications or any other government directions, allow such assignment, substitution addition and / or deletion. The Company may, at the time of granting such permission, impose such terms and conditions and charges as it may deem fit, in its sole discretion. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, deletion, addition and substitution.
22. The Applicant hereby agrees that the Company shall have the right to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the Said Space subject to the Said Space being free of any encumbrances at the time of execution of the conveyance deed. The Company/ financial institution/ bank shall always have the first lien/ charge on the Said Space for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction.
23. The Applicant agrees that in case the Applicant opts for a loan arrangement with any financial institutions/ banks, for the purchase of the Said Space, the conveyance deed of the Said Space in favour of the Applicant shall be executed only upon the Company receiving a "No Objection Certificate" from such financial institutions/ banks.
24. The Applicant shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant as mentioned in the Application and the Agreement. The Applicant agrees to pay such losses that the Company may, or likely to suffer on the first instance.
25. The Applicant agrees that in case the Applicant is an NRI or non-resident / foreign national of Indian origin / foreign nationals / foreign companies then all remittances, acquisition / transfer of the Said Space, any refund, transfer of security etc., 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 and it shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign nationals / foreign companies to abide by the same. The Company accepts no responsibility in this regard.

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26. The Applicant agrees and understands that the Company owns several kiosks, signages, terrace, etc., in the Said Building and the Company is free to deal with the said kiosks at its own discretion and that the Applicant shall have no right to object to the presence, ownership and/or operation of the such kiosks within the Said Building.
27. The Applicant agrees and understands that he shall not be entitled to use the Said Space in any manner which shall cause disturbance, nuisance or encroachment into the Said Building. The Applicant further agrees that the Applicant shall use the Said Space with due regards and observance of general requirements and conditions in respect of cleanliness and hygiene of the Said Building.
28. The Applicant agrees and confirms that the Company has the absolute and unrestricted right over the terrace/roof of the Said Building in which the Said Space is located. The Applicant further confirms that the Company shall have the absolute and unrestricted right on all the signage areas for display board, hoardings, illuminated signboards, neon signs, etc. in the atrium, lift, lift lobbies, corridors, basements, front and rear facade of the Said Building and has absolute authority to deal with the same in any manner as it may deem fit. The Applicant shall not put up any name or sign board, neon light, publicity or advertisement material etc. on the external facade of the Said Building or anywhere on the exterior of the Said Building or the common areas. The Applicant shall put his signage only at the place nominated/ allotted to the Applicant. The Applicant shall be responsible to install and maintain the signage, including payment of any levies/rates/taxes to any Governmental Authority, including the Municipal Corporation of Delhi in a well lit, legible and proper manner at his own cost. The Applicant agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of Company from time to time. The Company may issue such guidelines / directions including but not limited to that for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Applicant of such signage from time to time. The Applicant shall not change the colour scheme of the outer walls or painting of the exterior side of the doors or windows etc. or shall not carry out any change in the exterior elevation of the design. The Company may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees / assigns or any other body or association of space owners or to such agency as may be appointed by it at its sole discretion. The Applicant shall not raise any dispute with regard to the appointment of any agency for managing signages in such a manner as such agency may deem fit and proper from time to time and the Applicant shall extend full co-operation to such an agency for optimum usage of the signage in the Said Building.
29. The Applicant hereby agrees to comply with all the laws as may be applicable to the Said Space 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 the Rules, Notifications, etc., made thereunder in respect of the Said Space and the Applicant shall remain solely responsible for the consequence of non-compliance of the aforesaid Acts/ Rules.

X _____
(Sole/First Applicant)

X _____
(Second Applicant)

X _____
(Third Applicant)

30. The Applicant shall inform the Company in writing any change in the mailing address mentioned in this Application, failing which all letters by the Company shall be mailed to the address given in this Application and deemed to have been received by the Applicant. In case of joint Applicants, all communications sent to the first named Applicant in this Application shall be deemed to have been sent to all the Applicants.
31. The Company is not required to send reminders/ notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all obligations on its own.
32. The Applicant understands that this application is purely on tentative basis and the Company may at its sole discretion, decide not to allot any or all the spaces in the Said Building to anybody or altogether decide to put at abeyance the project itself, for which the Applicant shall not have a right to raise any dispute or claim any right, title or interest on the acceptance of this Application and receipt of booking amount being received by the Company with this proposal from the Applicant.
33. The Applicant understands that the final allotment of the Said Space is entirely at the discretion of the Company.
34. The Applicant agrees that the Company shall have the right to transfer ownership of the Said Building 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 without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection or claim of whatsoever nature in this regard.
35. The Applicant agrees that all the provisions contained herein and the obligation arising hereunder in respect of the Said Space shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees/nominees of the Said Space as the said obligations go along with the Said Space for all intents and purposes.
36. The Applicant(s) agrees and understands that terms and conditions of the Application and those of the Agreement, may be modified/amended by the Company in accordance with any directions/order of any court of law, Governmental Agency (shall mean and includes statutory authority, government department, agency, commission, board, tribunal, rule or regulations making entity having or purporting to have jurisdiction on behalf of Republic of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof or any other municipal or local authority having jurisdiction over the land on which Said Land/Said Building is situated) in compliance with applicable law and such amendment, shall be binding on the Applicant(s).
37. In the event of any dispute or differences arising out or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Company, shall be referred to a sole arbitrator to be appointed by the Company, whose decision shall be final and binding upon the parties. It is

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(Sole/First Applicant)

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(Second Applicant)

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(Third Applicant)

understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location to be decided by the sole arbitrator. The Applicant shall have no objection to such appointment even if the person so appointed as the sole arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the Applicant confirms that notwithstanding such relationship /connection, the Applicant shall have no doubt as to the independence or impartiality of the sole arbitrator. The Courts at Delhi/New Delhi alone shall have the jurisdiction in all matters arising out of/touching /concerning this Application.

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

Place:

SIGNATURE OF THE APPLICANT(S)

X _____
(Sole/First Applicant)

X _____
(Second Applicant)

X _____
(Third Applicant)