

APPLICATION FORM

Airconditioned Apartment

Dear Sirs,

I/We request that I/We may be registered for allotment of a residential apartment (hereinafter referred to as the "Apartment") in "PARAMOUNT FLORAVILLE" proposed to be developed by PARAMOUNT TOWERS PVT. LTD. (hereinafter referred to as the "COMPANY") situated at GH-06, Sector-137, Expressway Noida, India.

I/We agree to sign and execute, as and when required, the ALLOTMENT LETTER containing the terms and conditions of Allotment of the apartment and other related documents as prescribed, on the format provided by the Company.

I/We also agree to abide by the General Terms and Conditions for registration of allotment of an apartment in "PARAMOUNT FLORAVILLE" as given herein below, which I/We have read and completely understood.

I/We remit herewith a sum of Rs..... (Rupees.....) by the bank Draft/Cheque no..... Dated..... Drawn on..... Bank payable at (All drafts and cheques to be made in favour of M/s PARAMOUNT TOWERS PVT. LTD. As registration amount for the allotment of the apartment.

I/We understand that the expression "Allotment" wherever used in the general terms and conditions for registration of allotment, as mentioned herein, shall always means provisional allotment of the apartment and the allotment shall remain provisional till such time as the Allotment Letter is unconditionally executed by me and returned to the Company.

I/We have persued the Price-List cum payment plan and agree to pay as per the "Payment Plan" opted by me.

1. SOLE/ FIRST APPLICANT

Mr./Ms/M/s
S/W/D of
Date of Birth:..... Guardian's Name(in case of Minor).....
Residential Status: Non-Resident..... Resident Indian.....
PAN NO:.....
Occupation: Service..... Business..... Others.....
Mailing Address:.....
Email..... Fax No..... Phone No..... Mobile No.....
Permanent Address:.....
Phone No..... Mobile No.....
Office Address:.....
Phone No..... Fax No.....

2. SECONDAPLICANT

Mr./Ms/M/s
S/W/D of
Date of Birth:..... Guardian's Name(in case of Minor).....
Residential Status: Non-Resident..... Resident Indian.....

Residential Status: Non-Resident..... Resident Indian.....
 PAN NO:.....
 Occupation: Service.....Business.....Others.....
 Mailing Address:.....
 Email..... Fax No.....
 Phone No..... Mobile No.....
 Permanent Address:.....
 Phone No..... Mobile No.....
 Office Address:.....
 Phone No..... Fax No.....

3. Details of unit to be purchased

Unit no..... Floor..... Tower / Block No.....
 Type..... SuperArea..... SqFt., Rate per sq ft.....
 Terrace Area..... Rate per sq ft.....
 Total Unit Sale Price.....
 (One open /covered car parking has been allotted to above mentioned unit.)

Additional Charges:
 IFMS:

4. Payment Plan option: Down Payment Installment Flexi

I/We the above applicant(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us.. I/We the above applicant(s) unequivocally agree, affirm and undertake to abide by the terms and conditions of this application as mentioned herein and further declare that the above particulars/information given by me /us are true and correct and nothing has been concealed therefrom.

(I).....
 Sole/First applicant
 (II).....
 Second Applicant

Mode of Booking: Direct / Dealer

Place:..... Date:.....

Note:
 (1) In case, the cheque comprising the booking amount is dishonoured due to any reason, the company reserves the right to cancel the booking without giving any notice to the applicant(s).
 (2) All amounts received from the intending allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.

Signature of Intending Allottee(s)

TERMS AND CONDITIONS FOR ALLOTMENT

1. That the intending Allottee(s) has applied for registration of allotment of an Apartment in a residential complex to be developed in "PARAMOUNT FLORAVILLE" situated at GH-06, Sector-137, Expressway Noida, India. The intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements ,arrangements entered into between the Company and its nominee/associate companies herebeforestated, pertaining to the aforesaid project and has/have fully satisfied themselves about the title & rights of the company in respect of the said project and subject to all laws and undertakings given by the Company to the Government/Noida Authority.
2. That the intending Allottee(s) shall pay to the Company the entire consideration of the Apartment, as per the Payment Plan opted by the intending Allottee(s).
3. That the intending Allottee(s) understands, agrees and is fully satisfied that the price of the Apartment applied for and to be allotted by the Company represents only the price of the said Apartment and does not include any element of cost /price towards land, construction, running and operation of any other facilities/utilities proposed to be developed on the land.
4. That the allottee(s) has further agreed that all rights of ownership of land(s), facilities and amenities other than those within the tower /building in which the Apartment is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any matter with such land(s), facilities and/or amenities.
5. That the intending Allottees shall pay the total unit sale price of the Apartment on the basis of "Super area" .The term 'Super Area' shall mean and include the covered area, verandah and balcony inclusive of the areas under periphery walls, area under the columns and walls, area utilized for services, viz. staircases , decks, cupboards, lofts, circulation area with corridors, passages and staircases, lifts, shafts (electric, fire, plumbing) services ledges on all floors, stair houses and machine rooms, lobbies and refuge areas, shared area of walls common with other premises/apartments, which shall form integral part of the said apartment and common area shall mean all such parts/areas which the Allottee(s) shall use by sharing with other occupants. I/we have checked and satisfied with the Super Area Ratio for this particular unit.
6. That the intending allotte(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartments) in the complex, as determined by the company or its nominated agency.
7. That the intending allottee(s) will have to pay Rs. 15500/- as refundable security through Cheque/DD to service provider/companies nominated agencies for intercom facility and ONT Box at the time of possession.
8. That all taxes and statutory levies/compensation presently payable in relation to land comprised in "PARAMOUNT FLORAVILLE", have been included in the price of Apartments. However, in the event of any further increase in such levy(ies)/compensation by

Signature of Intending Allottee(s)

government/Noida Authority/court or any other statutory authority the same shall be payable by the allottee(s) on pro-rata basis. Any charges payable to various departments for service connections to the said residential unit like water, telephone and on account of external electrification charges as demanded by Noida Authority or any Competent Authority including security deposits for sanction and release of such connections as well as informal charges pertaining there to shall also be additionally payable by the allottee(s).

9. That as per U.P. State laws single point electrical connection shall be given for entire residential complex which will be distributed through separate meters to all allottee(s) through prepaid system. Charges for installation of the electric meter i.e. Rs. 12500/- and whole distribution system i.e. 54/- Per Sq. Ft. will be charged extra and shall be paid by the allottee(s) to the company at the time of possession of the apartment.
10. The intending allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the architect or the competent authority (ies).

The Authority may make changes in its existing bylaws, purchasable FAR compoundable FAR and green building FAR which the company may get as usual, the company would be free to purchase/utilize such FAR for construction in project. The Allottee(s) hereby gives his/her/their prior consents for any alteration/variation/addition/deletion or modification in the plans, specifications, change in FAR and other particulars as may be necessary due to architectural and structural reasons duly recommended and verified by the architect or as directed or sanctioned by sanctioning authority(ies) and shall have no objection whatsoever to it in future.

11. The allottee shall not use the premises for any activity other than the use specified for.
12. In case there are joint intending allottee(s) all communication shall be sent by the company to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to the other name intending allottee(s). The intending allottee(s) has agreed to this condition of the company.
13. The intending allottee(s) shall get his/her complete address registered with company at the time of booking and it shall be his/her responsibility to inform the company by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of property booked must be mentioned clearly.
14. The punctual payment of installment is the essence of the contract. It shall be incumbent on the intending allottee(s) to company with the terms of payment and other terms and condition of sale, failing which the intending allottee(s) shall have to pay interest @ 24% per annum on the delayed payment and the company reserves the right to cancel the aforesaid booking after deducting 10% of the total cost of the unit & the balance amount (if any) will be refunded without interest.

Signature of Intending Allottee(s)

15. That incase the Company is not in a position to allot the apartment applied for, the Company at its sole discretion may consider the allotment of an alternative property.

However the allotment of apartment is solely at the discretion of the company and the company reserves the right to reject any offer/application without assigning any reason. If the company so decides to reject any offer/application for allotment of Apartment, the company shall not be obliged to give any reason for such rejection to the intending allottee(s) and any such decision of the company rejecting any offer/application for allotment of apartment shall be final and binding on the intending allottee(s). However the company in such event will refund the amount deposited by the intending Allottee(s) without any interest and shall not be liable for any other damages/compensation on this account.

16. (i) The intending allottee(s) shall not be entitled to get the names of his/her /their nominees substituted in his/her place. The Company may, however, in its sole discretion, permits such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending allottee(s) as registered /recorded with the company (including addition/deletion), amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges as prescribed by the company from time to time will be paid by the intending allottee(s), before such change.
- (ii) The request letter for change of the right of the intending allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said apartment was made by the intending allottee(s). by raising funds/loans against allotted apartments as security from bankers or financial institutions.
- (iii) The substitution /change of name in place of the intending allottee(s) will be done as per the company applicable law.

17. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of the said Apartment or its location, no claim ,monetary or otherwise will be raised or accepted except that the agreed rate per sq.ft and other charges will be applicable for the changed area i.e. at the same rate at which the apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.

18. Any request for any change in construction of any type in the apartment from the intending allottee(s) will not be entertained /allowed.
19. The intending allottee(s) is /are aware that Apartments are being allotted to various persons under terms and conditions mentioned in this application. The intending allottee(s) agrees that he/she /they will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending allottee(s) of the other apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The intending allottee(s) shall not store any hazardous or polluting articles/substances in the said apartment.

20. The intending allottee(s) shall have to make the payments in time of all the bills on account of electricity and any other charges etc as

Signature of Intending Allottee(s)

consumed by them to the vendor or its nominated agency as per company rules or he/she has to obey company's decision.

21. It is hereby agreed, understood and declared by and between the parties that the sub lease shall be executed and registered in favour of the intending allottee(s) after the apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges agreed herein by the company and the intending allottee(s). Other connected expenses i.e. cost of stamp duty for registration of lease deed/registry, registration charges/fee, miscellaneous expenses and advocate legal fee/charges which shall also be borne and paid by the intending allottee(s). After the allottee(s) has/have paid the total sale consideration other connected expenses, cost of Stamp Duty for registration of sub-lease cum sale deed, registration charges/ fee, miscellaneous expenses and Advocate legal fee/ charges, to the company and the sub lease deed is registered the possession of unit/apartment shall be handed over to the allottee(s).
22. That the intending Allottee(s) shall also pay to the company (or its nominee/agency as appointed by the company) such charges as may be required for maintaining various services/facilities in the township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such services and cost towards administrative setup to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the government or a local body for maintenance, in addition to the maintenance charges and other charges.
23. The intending Allottee(s) shall permit the company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the company/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.
24. It is hereby agreed, understood and declared by and between the parties that the company may take construction finance/demand loan for the construction of any Block/tower/building in the said Township or part there of from the Banks/Financial institutions after mortgaging the land/Apartments of the said Township however, the sale/lease deed in respect of the said Apartment in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
25. The intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Apartment or at any time hereafter, he/she/they shall have no right to object to the company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building/Apartment.
26. The intending Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the company.
27. The company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation

Signature of Intending Allottee(s)

of antenna, satellite dishes, communication towers, other communication equipment, and for any other purpose or to use/hire/lease the same for advertisement purposes and the intending Allottee(s) agree that he/she/they will not object to the same and will not make any claim on this account.

28. Until a Sale/Lease deed is executed and registered, the company shall continue to be the owner of said apartment and also the construction thereon and this allotment shall not give to the intending allottee(s) any rights or title or interests therein even though all payment have been received by the company. The company / financial institution / bank shall have the first lien and charge on the said apartment (including on any income/ rent there from) for all its dues and other sums as are and / or that may hereafter become due and payable by the intending allottee(s) to the company / financial institution / bank.
29. That all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, a person to be appointed by the "Company", The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in NOIDA (U.P) India. The arbitration and conciliation act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate of it at District Gautam Budh Nagar (U.P.) shall have jurisdiction in all matters arising out or touching and/ or concerning of said Apartment, Residential Complex.
30. Terms and conditions of allotment letter will supercede this application form.

I/we have fully read and understood the terms and conditions mentioned herein above and agree to abide me/us by the same. I/we also understand that this is only an application form submitted by me/us for the allotment of the unit and the terms and conditions given herein are indicative. The detailed terms and conditions shall be given in the allotment letter after the allotment is confirmed by the company. The Allotment, subject to the availability of unit, shall be treated as confirmed only after the signing of the allotment letter by the intending allottee(s) and the Company.

Signature of Intending Allottee(s)