

APPLICATION FORM

DATED: _____

M/s AIRCON SYSTEMS INDIA PVT. LTD.
Regd. Office: A2/40, 1ST Floor, Safdarjung Enclave,
New Delhi -110029.

AND
Corporate Office: Ground Floor, Tower- B,
The Corenthum, A-41, Sector-62,
NOIDA UP

Dear Sirs,

I/We am/are interested in booking for provisional allotment of an IT/ITES space (as per below given details & hereinafter referred as **Said Space**) in the IT Complex being developed by M/s. AIRCON SYSTEMS INDIA PVT. LTD (hereinafter referred to as **COMPANY**) on leasehold plot of land bearing Plot No. 03, in Sector 73, Noida, Distt. Gautam Budh Nagar, UP (hereinafter referred to as **Said Plot**), allotted in the name of company by Noida Industrial Development Authority , U.P. vide lease deed dated 28/03/2007 (hereinafter referred to as **Lease Deed**) for a period of 90 years on Leasehold basis at consideration and on terms and conditions contained in the said LeaseDeed.

Details of Space:

- (i) No. _____
- (ii) Floor _____
- (iii) Tower- _____
- (iv) SuperArea _____ (_____ Sq.mt.)
- (v) Total useable office _____ Sq.ft. (_____ Sq. mt).
- (iv) Nature of business : IT/ IT Related Services.

- **Super Area** means the total of covered area, inclusive of the area under the periphery walls, area under columns and walls plus proportionate share of areas utilized for common use and facilities.
- **Total Useable Area** means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the unit.

Signature of the Applicant(s)

Place:

Date:

Payment Plan

I/We opt for Payment Plan

'A' [], Down Payment Plan: _____

'B' [], Time linked Payment Plan: ___

'C' [], Flexi Payment Plan: _____

'D' [], Construction Linked Plan: ___

I/We pay herewith a sum of Rs. _____

(Rupees _____)

By Bank Draft/NEFT/RTGS/ Cheque/Banker Cheque No. _____ dated _____

drawn on _____ as Booking Amount/Earnest

Money which is 10% of the Total Sale Consideration.

Detailed cost and other Charges of the Said Unit are given in **ANNEXURE- I** to this Application.

I/We further agree to make further payments and additional charges as per the Payment Plan opted by me/us and/or any other expenses as may be stipulated/demanded by the Company , failing which, my/our booking will be treated as cancelled and the said Earnest Money paid by me/us shall stand forfeited by the Company.

I/we have clearly understood that acceptance of my/our application does not, in any manner, constitute an Agreement nor entitles me/us to the allotment of the said Space notwithstanding that Company may issue a receipt in acknowledgement of the amount tendered by me/us with this application. I /We undertake to fully comply with the Terms and Conditions which are enclosed with this Application Form as **Schedule –A**.

My/our particulars are given below: -

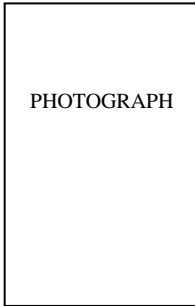
Signature of the Applicant(s)

Place:

Date:

(Applicable in case of individuals)**

FIRST/SOLE APPLICANT



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

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

Date of Birth Wedding Anniversary.....Profession

Designation.....

Company/Firm Name

.....

Nationality.....

ResidentialStatus: Resident Non-Resident Foreign National of Indian Origin

Mailing Address.....

.....PIN Code.....

Office Name & Address.....

.....PIN Code.....

Tel. Res. Off..... Mobile.....

Permanent Address.....

.....

E-Mail ID

Marital Status

No. of Children

Name of Nominee

Income Tax Permanent Account No./Ward No.....(Photocopy of PAN Card)

Aadhar/No.....PassportNo.....(Photocopy to beAttached)

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. Any provisional allotment against my/our application shall be subject to the terms and conditions attached to this application form and which would be comprehensively set out in the Allotment and/or Agreement, the terms whereof shall ipso-facto be applicable to me/us and to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contentsthereof.

Signature of the Applicant(s)

Place:

Date:

SECOND APPLICANT

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

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

Date of Birth Wedding Anniversary..... Profession.....

Designation.....

Company/Firm Name.....

Nationality.....

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

Mailing Address.....

.....PIN Code.....

Office Name Address.....

.....PIN Code

Tel.Res.....Off.....Mobile.....

Permanent Address.....

.....

E-Mail ID.....

Marital Status

No. of Children.....

Name of Nominee

Income Tax Permanent Account No./ Ward No.(Photocopy of PAN Card)

Aadhar/No.Passport No.....(Photocopy to be Attached)

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. Any provisional allotment against my/our application shall be subject to the terms and conditions attached to this application form and which would be comprehensively set out in the Allotment and/or Agreement, the terms whereof shall ipso-facto be applicable to me/us and to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

(Applicable in case of a Company or Partnership Firm)**

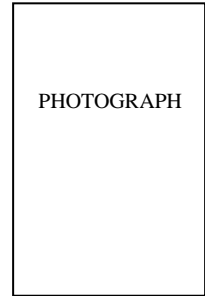
Signature of the Applicant(s)

Place:

Date:

PHOTOGRAPH

THIRD APPLICANT



Mr./ Mrs./Ms.....
 Son / Wife / Daughter of Mr.....
 Date of Birth Wedding Anniversary..... Profession.....
 Designation.....
 Company/Firm Name.....
 Nationality.....
 Residential Status: Resident Non-Resident Foreign National of Indian Origin
 Mailing Address.....
PIN Code.....
 Office Name Address.....
PIN.Code

Tel.Res.....Off.....Mobile.....
 Permanent Address.....

 E-Mail ID.....
 Marital Status

No. of Children.....
 Name of Nominee

Income Tax Permanent Account No./ Ward No.(Photocopy of PAN Card)
 Aadhar/No.Passport No.....(Photocopy to be Attached)

I/We the above named applicant(s) do hereby declare that the particulars given by me/us are true and correct and nothing has been concealed therefrom. Any provisional allotment against my/our application shall be subject to the terms and conditions attached to this application form and which would be comprehensively set out in the Allotment and/or Agreement, the terms whereof shall ipso-facto be applicable to me/us and to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us. I/we have read and signed all the pages of this application form and the "Payment Plan" after fully understanding the contents thereof.

(Applicable in case of a Company or Partnership Firm)**

Signature of the Applicant(s)
 Place:
 Date:

**M/s _____, a Company

Incorporated and registered under the provisions of Companies Act, 1956, having its registered office at _____,

acting through its Director/representative Mr. _____ duly authorized vide board resolution of the Company dated _____ (hereinafter referred to as the

“Applicant”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives)

Note: Copy of Board resolution and certified copy of Memorandum & Articles of Association are required)

OR

**M/s _____,

a Partnership firm duly registered under the provisions of The (Indian) Partnership Act, 1932

through its partner Mr. _____ duly authorized by resolution dated _____ (hereinafter referred to as the “Applicant”, which expression shall

unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors, executors, assigns)

Note: Copy of resolution signed by all the partners and Certificate of registration are required)

Note: (i) All Cheques/Drafts to be made in favour of **“AIRCON SYSTEMS INDIA PVT. LTD.”** payable at New Delhi only.

(ii) Persons signing the application on behalf of other person/firm/Company shall file proper Authorization/ Power of Attorney.

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

Signature of the Applicant(s)

Place:

Date:

E. Documents to be submitted alongwith the Application:-

In case of individual/HUF: (Self attested)

Copy of residence proof / Copy of PAN Card.

Authorisation from other co-parcenors of HUF, if applicable.

Passport size photographs of the applicants.

Identity Proof (copy of Passport, Election Card, Driving License & Aadhar Card)

In case of Partnership Firm/ Company (Self attested)

Copy of Pan Card & Address Proof of Directors / Partners & Pan Card of Company

Memorandum & Articles of Association duly signed by the Director of the Company

Board Resolution.

Deed of Partnership (if applicable).

Authorization Letter from Partners & Photograph of Directors / Partners

GST : Registration No. and copy.

NRI/PIO

Copy of Individual's Passport/PIO

Address Proof

In case of Demand Draft (DD) , the confirmation from the banker stating that the DD has been prepared from the proceeds of NCE/NCS account of the applicant.

In case of cheque the payment should be received from the NRE/NRO /FCNR account of the applicant and net from the account of any Third Party.

Note: -

All documents should be self-Attest.

Signature of the Applicant(s)

Place:

Date:

The Company may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of Applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the Applicant(s) to provide the same.

If the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

FOR OFFICE USE ONLY

1. RECEIVING OFFICER: Name _____

Signature _____

Date _____

2. BOOKING: DIRECT / THROUGH CHANNEL PARTNER

3. Channel Partner Name _____

4. Channel Partner Mobile Number:

(a) Executive Name: _____

(b) Mobile Number: _____

Place: _____

Date: _____

Signature of the Applicant(s)

Place:

Date:

SCHEDULE "A" ANNEXURE TO THE APPLICATION FORM**TERMS AND CONDITIONS**

1. A lease-hold plot of land admeasuring about 20,002.95 SQ METERS bearing Plot No. 03, Sector 73, NOIDA, Distt. Gautam Budh Nagar, UP (the said Plot) has been allotted to the Company by New Okhla Industrial Development Authority (NODA) UP for a period of 90(Ninety) years on perpetual lease hold basis as per the terms and conditions contained in the Lease Deed dated 28th March, 2007.The said Lease Deed is registered with the Sub Registrar- , Noida ,U.P as Document No. 1164, Volumn No. 01, Book No. 927 on pages from 201 to 860 dated 28/03/2007. (hereinafter referred to as said LeaseDeed).
2. That the Company has obtained Sanctioned Map dated 04-01-2019 Approval from NoidaAuthority.
3. The project is duly registered with U.P RERA and its Registration No.isUPRERAPRJ17793 .
4. The Applicant(s) has been provided with copies of the all above mentioned documents for perusal and its study which are also available on the web site ofU.P.RERA..
5. The Applicant(s) has clearly understood that the said Plot has been allotted to the Company for setting up a IT / ITES Project and the allotment of IT/ITES Space/Unit herein agreed to be allotted is purely provisional and shall be confirmed after payment of all consideration as demanded by the Company. The Space / Unit herein booked shall be only used for setting up IT / ITES office the purpose for which it has been applied and intended to be allotted.
6. The said space shall be sold on the basis of Super Area and the term 'Super Area' shall comprise the covered area, inclusive of the area under periphery walls, area under columns and walls within the Space/Unit, areas under staircase, balconies, circulation areas, walls, lifts, shafts (all types), passages, corridors, lobbies, refuge areas plus proportionate share of the area utilized for common use and facilities such as installation and placement of air-conditioning plant, DG sets and thelike.
7. The Applicant(s) acknowledges that the area, specifications, etc. of the Space are tentative and the design, specifications, location and amenities and facilities, etc. of the Unit and/or plan of the Project may change as may be deemed necessary by the Company in the best interest of the development of the Project/ due to utilisation of purchasable FAR/ required by the Competent Authority due to which the dimensions of the Unit , position and numbering of the Unit /Units might required to be changed. The Applicant(s) hereby gives his/her consent to the Company to undertake such modification/alteration in specifications, details and/or facilities in the Unit as well as in the Project as stated herein above. Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and otherplans.
8. The applicant(s) has seen the plans, designs, location, and specifications of the Space and project which are tentative and agrees that Company may effect such variationsand

Signature of the Applicant(s)

Place:

Date:

modifications therein as may be necessary or as it may deem appropriate and fit in the overall betterment of the IT/ ITES Complex or as may be required to be done by NOIDA Authority and/or Government and/or any competent authority. The applicant(s) agree that he/she/it/they shall not raise any claim, monetary or otherwise in case of any such change. The Applicant(s) hereby gives his consent to the Company to undertake such modification/ alteration in specifications, details and/or facilities in the Space as well as in the Project as stated herein above. Any changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans. It is clarified that the initial rate of booking of the Unit/Space will be applicable on the changed area in case of refund or demand.

9. The Company shall endeavor to offer possession of the allotted commercial space by 5-Oct-2023 plus additional grace period of 6 (Six) months. If construction of Tower(s) in the Project is delayed due to any reason beyond the control of Company or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government, court or any other public authority, then the date of offer of possession shall be extended by the duration of such event and impact. Further, in the event of delay in handing over the possession of the said space by the Company to the applicant, the Company agrees to pay to the applicant delay compensation as per Rera Regulations for the period of delay except for circumstances stated and also for the grace period of 6 months.
10. The applicant(s) agree that the 10% of Total Sale Price of the Space/Unit shall constitute the earnest money.
11. Timely payment of installments and allied charges pertaining to the Unit is the essence of booking/allotment. However in the event of breach of any of the terms and conditions of the booking by the Applicant(s), the provisional allotment will be cancelled and the earnest money (as defined above) together with any interest on installments due but unpaid, interest on delayed payments and brokerage charges, if any, shall stand forfeited. The balance amount, if any, shall be refunded to the Applicant within 45 days of cancellation. The Company, in its absolute discretion, may condone the delay by charging penal interest @ 18% p.a. for up to three months delay from the due date of payment and @ 24% p.a. thereafter on all outstanding dues from their respective due dates.
12. That in case Applicant(s) wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said Unit, then the Applicant(s) shall arrange / avail the loan facility from Bank/Financial Institution/Agency on his/her own and the Developer shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever. The Applicant(s) shall ensure and confirm that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
13. That it is agreed that before giving actual physical possession, the Applicant(s) shall be afforded an opportunity to make physical inspection of the allotted space to get any deficiency/ damage/ problem rectified by the Maintenance Agency. After taking physical possession of the Allotted space after due inspection & rectification, the Applicant(s) shall have no right or claim of any nature whatsoever in respect of any item of work which the Applicant(s) may allege as not completed or in respect of any design or specifications.

Signature of the Applicant(s)

Place:

Date:

14. All payments by the Applicant(s)/ Intending Allottee(s) shall be made to the Company through demand drafts/cheques drawn upon scheduled banks in favour of **“AIRCON SYSTEMS (INDIA) PVT. LTD”** payable at **NOIDA** only.
15. Assignment/Transfer of the said Unit, in case of provisional allotment thereof, by the applicant(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the company from time to time provided that such transferee conforms to the dedicated usage of the Space and the terms & conditions of provisional allotment of the Space.
16. All statutory charges, levies and applicable charges / transfer charges as may be demanded or imposed by the authorities / concerned agencies/ Judicial pronouncement shall be payable proportionately by the applicant(s) from the date of booking as per demand raised by the Company and/or concerned authority/agency.
17. Applicant(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the RBI the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment of the Space shall stand cancelled forthwith. The applicant(s) agree that the Company / AIRCON shall not be liable in any manner whatsoever on such account.
18. The Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) to the Company in respect of the Space.
19. The applicant(s) undertake to abide by and comply with all the laws, rules and regulations applicable to the said Space/IT Complex.
20. That, in case of cancellation of provisional allotment by the Applicant(s) prior to signing of the “Allotment or at any time thereafter for any reason whatsoever, the Company shall be entitled to forfeit the earnest money as well as deduct the brokerage amount paid to the broker/sales organizer out of the amount received from the Applicant(s). The Applicant(s) hereby agree and confirm that the Company shall refund the balance amount in accordance with other terms and conditions mentioned herein.
21. The Applicant(s) agrees that in case due to any legislation, order, rule or regulation made or issued by the NOIDA / Government or any other Authority or if the competent authority(ies) refuses, delays, denies the grant of necessary approvals for the Space in the said IT Complex or if any matters/ issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before any court of law or due to force majeure conditions, the Company after provisional and/or final allotment, is unable to deliver the Space to the Applicant(s), the Company undertakes to refund the amount paid by the applicant(s) without any interest or compensation whatsoever.
22. The applicant(s) shall, before taking possession of the said Space, clear all the dues payable in respect of the said Space and have the Sub-Lease Deed of the said Space

Signature of the Applicant(s)

Place:

Date:

executed in his/her/their favour after paying requisite, stamp duty, registration fee and other charges/expenses as demanded . .

23. The applicant(s) shall use/cause to be used the said Space/Unit exclusively for the purpose of IT/ITES and not for any other purpose. This is a condition precedent and non-compliance may invite cancellation of the Space and/or any other penalty.
24. The Applicant(s) hereby agrees to comply with all the Laws as may be applicable to the said Space/unit, 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, labour laws etc., and the Applicant(s)/ Intending Allottee(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other provisions as is applicable to the Applicant/ Intending Allottee(s).
25. The applicant(s) shall get his complete address, e-mail registered with the Company at the time of booking and it shall be his responsibility to inform the Company about all subsequent changes in the address, e-mail etc , failing which, all demand notices and letters posted at the first registered address/e-mail will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications the reference of the allotted Space must be mentioned clearly.
26. In case there are joint applicant(s), all communication shall be sent by the Company to the applicant whose name appears first (Main Applicant) , at the address/e.mail given by him for mailing and which shall for all purposes be considered as served on all the Co- applicant(s) and no separate communication shall be necessary to the other named applicant(s).
27. All or any disputes arising from or out of or touching upon or in relation to the terms or formation of this Application/Allotment or its termination, including the interpretation and validity 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.
28. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, who shall be nominated by the Company shall hold the arbitration proceedings at New Delhi. The arbitration proceedings shall be held in English language and decision of the Sole Arbitrator shall be final and binding on the Parties. It is clearly agreed , understood and confirmed by the Applicant(s) that during the pendency of the Arbitration proceedings or any other proceedings before any Court or Forum, the applicant(s) shall continue to discharge all his/her obligations contained herein or in the Application Form/ Buyer Agreement without any demur or reservation.
29. This Application Form and its contents shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this Agreement.

Signature of the Applicant(s)

Place:

Date:

- 30. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the Applicant(s) in the name of the Company. The Company shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc given by agent/ broker/ channel partner/ any third person regarding allotted space /Project, payment plan, cost of the space , facilities in the space /project etc.
- 31. The terms and conditions given below are of indicative nature with a view to acquaint the applicant (hereinafter referred to as "Applicant") with the terms and conditions as may be comprehensively set out in the Allotment / Agreement, which upon execution shall supersede the terms and conditions as set out in this application in particular whereof have been understood by the Applicant/Intending Allottee(s).
- 32. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

I/We, the Applicant(s) has/have carefully read and understood the above mentioned terms and conditions of the present Application Form for provisional allotment and agree to abide by the same without any objection/s. I/We, the Applicant(s), also declare that I/We have sought detailed explanations and clarifications and after due deliberation and giving careful consideration and examination of all facts, terms, conditions, and representations made by the Company , I/We have now signed and executed this Application Form after being fully conscious of my/our liabilities and obligations under this provisional allotment.

=====

Channel Partner Name, Phone No. with Seal: _____

Channel Partner UP RERA No. _____

Signature of the Applicant(s)

Place:

Date:

ANNEXURE –I**DATE-****CO BSP-****Client name-****Unit No-****SIZE-**

S.No	Particulars	Rate/Amount
1.	Basic Sale Price (BSP)	Rs. _____ per Sq.ft. of Super Area
2.	Preferential Location Charges (PLC)	Rs. _____ per Sq.ft. of SuperArea
3.	Car Parking Charges	Rs.
4.	Mechanical Car Parking (2 Nos.)	Rs.
5.	Electrical Installation /Fire Fighting Charges (EEC &FFC)	Rs. _____ per Sq.ft. of SuperArea.
6.	Lease Rent	Rs. _____ per Sq.ft. of SuperArea
7.	Interest Free Maintenance Security (IFMS)	Rs. _____ per Sq.ft. of SuperArea
8.	IDC Charges	Rs. _____ per Sq.ft. of SuperArea
9	GST (Received as on date)	Rs.
10	Payment Plan	
11	Assured Return (Till Offer of Possession)	
12	Assured return cheques will be in favour of -	
13	Club Membership	Rs.
14	Other Charges, if any	Rs.
15	Stamp Duty & Misc. Registration Charges as per applicable rates at the time of Possession	Rs.

The BSP is exclusive of GST and other levies and Taxes which may be applicable which all shall be payable extra at actual.

Signature of the Applicant(s)

Place:

Date: