

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 Corenthon, A-41, Sector-62,
NOIDA UP

Dear Sirs,

I/We am/are interested in registering myself/ourselves for allotment of IT/ITES space (as per below given details) in the proposed IT Complex being developed by you on leasehold plot of land being Plot No. 03, in Sector 73, in the New Okhla Industrial Development Area, Distt. Gautam Budh Nagar, UP (hereinafter referred to as a said Plot), which has been allotted to you in the name of Aircon Systems (India) Pvt. Ltd. (hereinafter referred to as COMPANY and / or AIRCON) by the Noida Authorities, 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 Lease Deed.

Details of Space:

(i) No. _____ (ii) Floor _____ (iii) * Super Area _____ Sq. ft.
(_____ Sq. mt.) @ Rs. _____/- p.s.f.

(iv) Nature of business : IT/ IT related Services.

(v)

* 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.

Payment Plan

I/We opt for Payment Plan 'A' / 'B', as given in ANNEXURE- I to this application.

I/We remit herewith a sum of Rs. _____ (Rupees _____) by Bank Draft/Cheque No. _____ dated _____ drawn on _____, which may be treated as advance, to be adjustable in the booking amount payable in respect of the said space.

I/We further agree to make further payments and additional charges as per the Payment Plan opted by me/us at the time of booking and/or such other expenses as may be stipulated/demanded by you, failing which, my/our request for booking the Space will be treated as cancelled and the said advance money paid by me/us shall stand forfeited by you.

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 your Company may issue a receipt in acknowledgement of the amount tendered by me/us with this application.

Signature of the Applicant(s)

Place: _____

Date: _____

I/we have carefully read and understood the terms and conditions attached with this application, which are of indicative nature, and hereby agree and undertake to sign and execute, as and when desired by your Company, the Agreement and /or Allotment Letter on the standard format of the Company.

My/our particulars are given below: -

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

** 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 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 required)

*(**Applicable in case of individuals)*

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

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

PHOTOGRAPH

Company/Firm Name

Nationality.....

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

Residential Address

Office

Tel. Res. Off Mobile...

Fax No. E-Mail ID

Marital Status No. of Children

Name of Nominee

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

Signature of the Applicant(s)

Place: _____

Date: _____

SECOND APPLICANT Mr./ Mrs./ Ms.....

Son / Wife / Daughter of Mr.

Date of Birth Profession Designation

Company /Firm Name

Nationality

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

Residential Address

Office

Tel. Res. Off Mobile

Fax No. E-Mail ID.....

Marital Status No. of Children

Name of Nominee

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

Note: (i) All Cheques/Drafts to be made in favour of " _____ " 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 allotment against my/our application shall be subject to the terms and conditions attached to this application form and marked as Schedule A and as may 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, given above, till the Space /Unit is registered in my/our name(s), 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.

Name of the Applicant(s)

Place: _____

Signature of the Applicant(s)

Date: _____

FOR OFFICE USE ONLY

RECEIVING OFFICER: Name _____ Signature _____

Date _____

1. ACCEPTED / REJECTED
2. Unit No. _____ Floor _____
Super Area _____ sq.ft. (approx.)
3. Basic Sale Price (super area): Rs. _____ per sq. ft. aggregating to Rs. _____
4. Preferential Location Charges: Rs. _____ per sq. ft. amounting to Rs. _____
Total price payable for the Unit/Office Space Rs. _____
5. PAYMENT PLAN : Installments/ Down Payment:
6. Payment received vide DD/Pay Order No. _____ dt. _____ for Rs. _____
out of NRE/NRO/FC/SB/CUR/CA _____ Acct _____
7. Booking Receipt No. _____ dated _____
8. BOOKING : DIRECT / THROUGH SALES ORGANISER
9. Sales Organizer's Name & Address. Stamp with signature : _____
10. Check-list for Receiving Officer :
 - a) Booking Amount
 - b) Customer's Signature on all pages of the application form
 - c) PAN No. / Form 49A
 - d) For Companies : Memorandum & Articles of Association / Board Resolution / For Firm: Partnership Deed and authorization letter from all partners and Deed registration certificate.
For Proprietor affidavit attested by Bank
 - e) For Foreign Nationals : IPI-7/ Passport Photocopy
 - f) For NRI : Copy of Passport & Payment though NRE / NRO A/C.
11. Remarks : _____

Date _____ / _____ / _____

Place _____

Checked by _____

Authorized Signatory

Signature _____

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

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).

1. The lease-hold plot of land admeasuring about 20,002.95 SQ METERS bearing Plot No. 03, situated in Sector 73, in the New Okhla Industrial Development Area, Distt. Gautam Budh Nagar, UP (the said Plot) has been allotted to the Company (the said Aircon Systems (India) Pvt. Ltd by the New Okhla Development Authority (NODA) UP for a period of ninety years on perpetual lease hold basis as per the terms and conditions contained in the Lease Deed dated 28th March, 2007 which is duly registered in the Office of the Sub Registrar, NOIDA (hereinafter referred to as said Lease Deed).
2. The Applicant(s) has been provided with a copy of the said Lease Deed for perusal and hereby confirm to have read and understood the terms and conditions contained in the said Lease Deed.
3. The Applicant 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 only once the Project is functional and/or seventy five per cent sanctioned FAR is completed by the Company and further the Allotment shall be subject to the approval of the NOIDA Authorities who is the Main Lessor and on payment of the pro rata transfer charges at the then prevailing rates . All such charges shall be paid and borne by the Allottee / Applicant. 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.
4. 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 the like.
5. The applicant(s) has seen the plans, designs, specifications of the Space, which are tentative and agrees that the AIRCON may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the overall interest 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. 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.
6. The applicant(s) agree that the twenty percent (20%) of basic price of the Space/Unit shall constitute the earnest money.

Signature of the Applicant(s)

Place: _____

Date: _____

7. Timely payment of installments of basic price and allied charges pertaining to the Unit is the essence of the terms of the booking/allotment. However in the event of breach of any of the terms and conditions of the allotment by the Applicant(s)/ Intending Allottee(s), the allotment will be cancelled at the discretion of AIRCON and the earnest money together with any interest on installments due but unpaid and interest on delayed payments shall stand forfeited. The balance amount shall be refundable to the Applicant/ Intending Allottee(s) without any interest, after the said Unit is allotted to some other intending Allottee and after compliance of requisite formalities by the Allottee(s). The AIRCON, 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.
8. 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 NEW DELHI OR NOIDA only.
9. Assignment/Transfer of the said Unit, in case of allotment thereof, by the applicant(s) shall be permissible at the sole discretion of the Company / AIRCON on payment of such administrative charges as may be fixed by the AIRCON from time to time. Provided that such transferee conforms to the dedicated usage of the Space and the terms of allotment of the Space.
10. All statutory charges, levies and applicable charges / transfer charges as may be demanded or imposed by the authorities / concerned agencies 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.
11. Non-payment of any of consumption and maintenance charges within the time specified shall also disentitle the applicant(s) to the enjoyment of the common areas and services.
12. 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.
13. The Company (AIRCON) 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.
14. The applicant(s) undertake to abide by and comply with all the laws, rules and regulations applicable to the said Space/IT Complex.

Signature of the Applicant(s)

Place: _____

Date: _____

15. That, in case of cancellation of interest by the Applicant(s) prior to signing of the "Allotment or at any time thereafter for any reason whatsoever, the AIRCON 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 AIRCON shall refund the balance amount in accordance with other terms and conditions mentioned herein.
16. 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 AIRCON after provisional and/or final allotment, is unable to deliver the Space to the Applicant(s), the AIRCON shall refund the amount paid by the applicant(s) without any interest or compensation whatsoever.
17. 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 executed in his/her/their favour after paying requisite transfer charges , stamp duty, registration fee and other charges/expenses to Noida Authority.
18. The applicant(s) shall use/cause to be used the said Space/Unit to be used for the purpose IT/ITES it has been applied to be allotted, 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.
19. 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).
20. The applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach 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.
21. In case there are joint applicant(s), all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s).
22. Courts in Noida, U.P alone shall have jurisdiction in case of any dispute.
23. Singular shall mean and include plural and masculine gender shall mean and include all the genders wherever applicable.

Name of the Applicant(s)

Place: _____

Signature of the Applicant(s)

Date: _____