

NOIDA ONE - TOWER A PHASE - II

APPLICATION FORM

To,

Pioneer eServe Private Limited
503-504, Padma Place,
86, Nehru Place,
New Delhi - 110019

Photograph of
First
Applicant

Photograph of
Second
Applicant

**First
Applicant**

**Second
Applicant**

SUB.: APPLICATION FOR ALLOTMENT OF A UNIT IN YOUR IT PROJECT – “NOIDA ONE -TOWER A PHASE -II”

Dear Sir,

I / We, the Applicant(s) / Intending Allottee(s) named herein below, wish to apply for allotment of a Unit in your IT Project, “NOIDA ONE” - Tower A Phase -II, being developed at Plot No. 8, Block – B, Sector 62, NOIDA, U.P.

I/We am/are enclosing herewith cheque / Draft / Pay Order No. _____ dated _____ for Rs. _____
(Rupees _____ only) drawn on (Bank & Branch _____
_____) in favour of “**PIONEER eSERVE PRIVATE LIMITED**” towards part of the Earnest Money. I / We
agree to pay further installments as requested as per Payment Plan A / Plan B opted by me / us and annexed hereto.

I / We agree to sign, execute and have registered, as and when required by the Company and as per the terms of the Real Estate (Regulation and Development) Act 2016 [“**the Act**”] and Uttar Pradesh Real Estate (Regulation & Development) Rules 2017 [in short “**UP Rules**”], the “Agreement to Sub-Lease of NOIDA ONE – TOWER A PHASE-II” on the Company’s standard format and till such time I / we agree to abide by the terms and conditions of allotment contained herein.

FIRST APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____ PIN Code _____

E-Mail : _____

Ph.No.(O) _____ (R) _____

Mobile No. _____

PAN _____

SECOND APPLICANT / INTENDING ALLOTTEE

Mr./Mrs./M/s : _____

S/o/D/o/W/o : _____

Date of Birth : _____

Profession : _____

Status (Individual/ HUF/ Company/ Partnership/ Proprietary Concern) : _____

Residential Status (Resident/ Non – Resident / Foreign National of Indian Origin) : _____

Nationality : _____

Address : _____

_____ PIN Code _____

E-Mail : _____

Ph. No.(O) _____ (R) _____

Mobile No. _____

PAN _____

CIN : _____

CIN : _____

Ward/ Circle/ Range/ City _____

Ward/ Circle/ Range/ City _____

PARTICULARS OF IT UNIT FOR WHICH REGISTRATION SOUGHT:

(i) Carpet Area: _____ Sq. ft. (approx.) i.e. _____ Sq. Mtrs.

(ii) Preferred Unit:*

(a) 1st Preference: _____

(b) 2nd Preference: _____

* Allotment of Preferred Unit is subject to availability.

(iii) Parking of Cars:

TOTAL LEASE CHARGES FOR THE UNIT:

As per Schedule of Payment annexed

PAYMENT PLAN:*

As per Plan A / Plan B annexed

(i) **Plan A**
- Down Payment Plan

(ii) **Plan B**
- Construction Linked Plan

* Tick the relevant box

Declaration

I / We, the above named Applicant(s) / Intending Allottee(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing has been concealed. Any allotment against this application shall be subject to the terms and conditions attached to this application, which I/We have signed in token of having accepted the same. The terms and conditions and the payment plan attached to this application, shall ipso-facto be applicable to my / our legal heirs, successors and transferees. I/we have clearly understood that this application does not entitle the Intending Allottee(s) to claim the allotment of a Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I / we declare that in case of non-allotment of the Unit, my/our claim shall be limited only to the refund of Booking amount paid without any interest. I / we have read all pages of this application form and payment plan.

Signature(s):*

Name(s) _____
(First Applicant / Intending Allottee)

(Second Applicant / Intending Allottee)

Date: _____

Place: _____

* Should be signed by all Applicants / Intending Allottees.

If through Dealer/Agent, his particulars:-

(i) Name _____
(ii) Address _____

Pin Code: _____
(iii) Telephone _____ Fax No. _____ Mobile No. _____
(iv) PAN _____

(Signature of Dealer / Agent)

For office use only

1. Application received by _____
2. Cheque / Draft / Pay Order No. _____ Dated _____ for Rs. _____
drawn on (Bank) _____ (Branch) _____
3. Application Accepted / Rejected _____

CHECKLIST FOR RECEIVING OFFICIAL

- (a) Booking Amount
- (b) Customer signature on all pages of the Application Form and Terms & Conditions
- (c) Photographs (two copy each) of Applicant and Second Applicant
- (d) Copy of Address proof of Applicant and Second Applicant
- (e) PAN Card/ Form-60 of Applicant & Second Applicant
- (f) For Companies: Memorandum & Articles of Association, Board Resolution and CIN.
- (g) For NRIs: Copy of Passport & Payment through NRE / NRO Account

Remarks: _____

Received By

Checked By

Approved By

TERMS & CONDITIONS FOR ALLOTMENT OF A UNIT IN “NOIDA ONE -TOWER A PHASE-II”, PLOT NO. 8, BLOCK-B, SECTOR 62, NOIDA, U.P.

1. The Intending Allottee(s), named in the accompanying Application, has / have made and submitted the accompanying Application to Pioneer eServe Private Limited, having its registered office at 503-504, Padma Place, 86, Nehru Place, New Delhi-110 019 (“the Company”), for Allotment of a Unit in the IT Project, “NOIDA ONE”-TOWER A, PHASE-II, being developed by the Company at Plot No. 8, Block-B, Sector 62, NOIDA, U.P. (“the Plot”), with full knowledge and subject to laws, notifications and rules applicable to the area, which have been explained by the Company and understood by him/her/ them.
2. The Intending Allottee understands that Act and the Rules framed thereunder and the plans conceived by the Company for the Project may be subsequently altered/ modified by the Company, if so required under the applicable laws, even after obtaining requisite approvals from the competent authorities
3. The Intending Allottee(s) has / have read and understood the contents of the Lease Deed dated 5th April, 2006 executed by New Okhla Industrial Development Authority (“NOIDA”) in favour of the Company and registered on 22nd July, 2006 as Document No. 6835/6834 in Book No. 1, Volume No. 753 at Pages 909 to 974 in the office of Sub-Registrar, Noida (“the Lease Deed”), whereby the Company has taken the Plot on long lease of 90 years from NOIDA for development and construction of IT and ITES Project thereat. The Intending Allottee(s) has fully satisfied himself / herself / themselves as to the right, title and interest of the Company in the Plot comprised in “NOIDA ONE” – TOWER A PHASE - II and the right of the Company to market, give on sub-lease the Project/ units to be developed thereat at the rates and on the terms and conditions to be decided by it and also to receive all payments and issue receipts thereof.
4. The Intending Allottee(s) agree(s) to sign and execute the “Agreement to Sub-Lease”, on the Company’s standard format, seen & read by the Intending Allottee(s), who agree to abide by the terms & conditions of sub-lease laid down therein. If anything is not covered or made clear by these terms & conditions, it is agreed by the Intending Allottee(s) that reference shall be made to the detailed Agreement to Sub-Lease.
5. The Intending Allottee(s) shall pay to the Company the Total Lease Charges of the IT Unit alongwith Other Charges mentioned in the accompanying Application Form as per the Payment Plan opted by him/her/them. All payments by the Intending Allottee(s) shall be made to the Company through NEFT/ RTGS/ Demand Draft / Local Cheque / Pay Order drawn upon a scheduled Bank in favour of, “**PIONEER eSERVE PRIVATE LIMITED**”, payable at New Delhi.
6. The Intending Allottee(s) further undertake(s) to pay One Time Lease Rent, Transfer Charges and Charges for Execution and Registration of Sub Lease Deed as per prevailing policy of NOIDA –
 - a. The Intending Allottee(s) understand(s) that Total Lease Charges shall include One Time Lease Rent (OTLR) which is payable him/her/it as and when demanded by the Company. In case, the Intending Allottee(s) default(s) in timely payment of One Time Lease Rent, the Applicant(s) authorizes the Company to deduct it from the amounts already paid by the Intending Allottee(s). In such a case, the amounts received by the Company from the Intending Allottee(s) would stand reduced by the amount so deducted and an interest equivalent to State Bank of India’s highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under applicable laws would be charged from the date of demand of One Time Lease Rent by the Company till the payment is made by the Intending Allottee(s).
 - b. The Intending Allottee(s) shall be entitled to get the name of his / her / their nominee substituted in his / her /their place with the prior approval of the Company, which may in its sole discretion permit the same on such terms and conditions as it may deem fit. No Transfer Charges would be charged by the Company for the first transfer/ substitution in favour of the Nominee(s), if the Intending Allottee(s)/ Nominee(s) get the requisite documents including the Deed of Sub-Lease registered in his/her/ their favour within a period as prescribed in applicable Laws. However, charges as per prevailing policy of NOIDA shall be chargeable.
7. “Carpet Area” shall have the same meaning as defined under the Act and “Common Areas” of the Project shall be as defined in UP Rules
8. The Intending Allottee(s) shall pay the Total Lease Charges and other charges on the basis of Carpet Area of the Unit, unless otherwise fixed by the Company.
9. For preferentially located Unit, extra charges, as decided by the Company, shall be payable by the Intending Allottee(s).
10. Any VAT/GST, Service Tax, Labour Cess and all other Taxes, Cess, if applicable and charges, statutory or otherwise, levied afresh or enhanced, even if they are retrospective in effect, as may be communicated to Intending Allottee from time to time shall be paid by the Intending Allottee. The Total Lease Price as specified in the accompanying Application Form includes Charges/Rent/Fee as per the interim rates fixed by NOIDA/Government of Uttar Pradesh. Any increase in such Charges/Rent/Fee or any future levy of other levies/ cess(es), even if retrospective in effect, shall be paid by the Intending Allottee(s) to the Company on demand without any objection and/ or protest.
11. The Company and the Intending Allottee(s) agree that the amounts paid with the Application for Allotment and thereafter in installments or as the case may be, to the extent of 10% of the Total Lease Charges of the Unit, will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited and allotment upon being given shall stand cancelled in case of non-fulfillment of these terms & conditions and those of the Agreement to Sub-Lease as also in the event of failure by the Intending Allottee(s) to sign and submit the Agreement to Sub-Lease within 30 days of dispatch by the Company.
12. That the Intending Allottee(s) understand(s) and agree(s) that it is mandatory to apply for grant of right to use 1 (One) Car Parking slot per Unit of upto 500 sq. ft. and thereafter additional slots for 1 (One) car each for every 500 sq. ft. or part thereof.
13. Timely payment of installments as per the Payment Plan agreed by the Intending Allottee(s) and other dues shall be the essence of this contract. Any default in payment shall be considered and deemed to be a material breach. It shall be incumbent upon the Intending Allottee(s) to comply with the terms of payment and other terms & conditions of allotment and agreement to sub lease. The Intending Allottee(s) has / have agreed that except under construction Linked Payment Plan the Company is under no obligation to send reminders for payment. In case, the payment of any installment is delayed, the Intending Allottee(s) shall be liable to pay interest, calculated based on State Bank of India’s highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under applicable laws (“**Delay Charges**”), until the dues are cleared. However, if the Intending Allottee(s) fail(s) to pay any installment with interest within 90 days, from the due date, the Company shall have the right to forfeit the entire amount of Earnest Money deposited by the Intending Allottee(s) alongwith applicable delay charges and in

such a case the allotment of the Unit shall stand cancelled and the Intending Allottee(s) shall be left with no right or interest in the Unit. The amount paid if any, over and above the same shall be refunded by the Company without interest to the Intending Allottee(s) within Forty Five (45) days of cancellation of allotment.

14. The Intending Allottee(s) agree(s) that the Carpet Area as mentioned in this Application may be altered to the extent allowed under the applicable Laws, including without limitation under the Act and UP Rules. In case of any upward/downward revision the Carpet Area of the Unit the Basic Price/Premium under the Total Lease Charges shall accordingly stand increased/decreased, as the case may be, in terms of the Agreement and such final price shall be payable by the Intending Allottee(s). The decision of the Company in this respect shall be final, conclusive and binding on the Intending Allottee(s).
15. It is agreed by the Intending Allottee(s) that pursuant to the policies of NOIDA and any changes therein, as and when the Company applies for conversion of the Plot and the Project "NOIDA ONE"-TOWER A PHASE-II to "Freehold", the Intending Allottee(s) shall pay his/her/its proportionate share against the Carpet Area of the said Unit of such conversion charges and other dues payable in this regard as and when demanded by the Company.
16. It is specifically understood and agreed by the Intending Allottee(s) that he/she/it has applied for allotment of the said Unit with full knowledge of and that the allotment is subject to all the laws/ notifications/ terms & conditions stipulated by NOIDA and the Lease Deed. Further, all the rules & regulations applicable have been explained by the Company and have been understood by the Intending Allottee(s).
17. In case the Company is forced to abandon the project for any reason whatsoever, the Company's liability shall be limited to the amount paid by the Intending Allottee(s) alongwith applicable interest under the Act and UP Rules within forty five days of happening of such an eventuality.
18. The Company shall develop NOIDA ONE - TOWER A PHASE-II in accordance with the consolidated Layout Plan, Building Plan and other related plans approved by statutory/ competent authority. However, if any, changes in the said Layout Building Plan and/ or drawings are required by any statutory authorities the same shall be suitably effected by the Company, which the Intending Allottee(s) hereby acknowledges.
19. The Intending Allottee(s) shall also be liable to make the payment in respect of Electricity Connection Charges, Fire Fighting Charges, Sewerage Treatment Plant/ Effluent Treatment Plant/ Pollution Control Devices Installation Charges and those of any other facilities the installation of which may be stipulated by any authority.
20. If any dues and other sums are payable by the Intending Allottee(s) to the Company even after execution and registration of Sub-Lease Deed of the Unit in favour of the Intending Allottee(s), the Company shall have the first charge/ lien on the Unit in respect of such dues and other sums.
21. Subject to the Intending Allottee(s) not being in default of any of the provisions of the terms of allotment and those specified in the Agreement of NOIDA ONE - TOWER A PHASE-II including making timely payments of the Total Lease Charges and other charges of the Unit, the Company shall endeavor to hand over the possession of the Unit to the Intending Allottee(s) by _____, subject to force majeure circumstances and receipt of full and timely payment as per the Schedule of Payment as per the Plan opted and other charges due / demanded and payable up to the date of possession including stamp duty, registration, documentation, mutation charges as applicable from time to time and all other incidental and legal expenses for execution and registration of Sale Deed and Mutation of the Unit. The Company, on receipt of Occupation Certificate shall issue final call notice to the Intending Allottee(s) who shall, within 60 days thereof, remit all dues and takeover possession of the Unit. The Intending Allottee(s) shall become the Owner/Sub-Leasee of the Unit upon execution of the Sub-Lease Deed. Prior to such Sub-Lease Deed no ownership rights in the Unit would vest with the Intending Allottee(s).
22. The Company shall pay penalty for delay in completion of the project in terms of the Act and the UP Rules.
23. The Intending Allottee(s) shall take possession of the Unit within 60 days from the date of notice of possession, failing which the Company shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Agreement to Sub-Lease, however, until the said Agreement is cancelled by the Company, the Intending Allottee is liable to pay maintenance charges to the Company/ Maintenance Agency nominated by the Company. However, in such case the Company shall not be responsible for any loss or damage to the finishing / fittings / fixtures in the Unit, occasioned due to the failure of the Intending Allottee(s) to take possession within the stipulated time. Besides, the Intending Allottee(s) shall be liable to pay to the Company "Holding Charges" at the rate as stated by the Company in its letter of offer of possession.
24. The Intending Allottee(s) agree(s) to enter into a Maintenance Agreement, in the format prescribed by the Company or such other Maintenance Agency or other Body as appointed by the Company from time to time for the maintenance and upkeep of the common areas and common services of "NOIDA ONE"-TOWER A PHASE-II. Due execution of the Maintenance Agreement shall be a condition precedent to handing over the possession and/ or execution and registration of the Sub-Lease Deed of the Unit. The Intending Allottee(s) undertake(s) to pay the maintenance bills, raised by and at the rate determined by the Company or its nominated Maintenance Agency. The Intending Allottee(s) agree(s) to deposit and to always keep deposited with the Company a Maintenance Security Deposit. The said Deposit paid by the Intending Allottee(s) to the Company or the available balance thereof shall be transferred by the Company to the "Association of the Occupants", as soon as the same is constituted.
25. The Intending Allottee(s) hereby assure and undertake that they shall not nor shall they let anyone claiming through him/ her/ them partition or sub-divide the Unit allotted to him/ her/ them in any manner.
26. That the Intending Allottee(s) has/ have fully understood and agree(s) that in case he/she/it withdraws or cancels his/her/its application for the allotment of Unit or is in breach of any terms and conditions including but not limited to sending the duly signed copy of Agreement to Sub-Lease within 30 days of the receipt of the same, the Company shall be released and discharged of all liabilities and obligations on this Application besides being entitled to forfeiture of the sums as laid down in the Act and UP Rules. The Intending Allottee(s) further understand(s) and agree(s) that pursuant to any of such conditions, the Company shall, at any stage, have the right to resell the Unit to any third party or deal with the same in any other manner as the Company may in its sole discretion deem fit. On happening of such an event, the Company will refund to the Intending Allottee(s) the amount paid by the Intending Allottee(s) without any interest after forfeiting and deducting the Earnest Money and other dues with interest, if any.
27. That any amount paid by the Intending Allottee(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.

28. The Intending Allottee(s) shall not use the Unit or permit the same to be used for any purpose other than that sanctioned by the authority concerned, or in a manner which is likely to cause nuisance to other occupants of the building or for any illegal or immoral purposes.
29. The Intending Allottee(s) shall get his / her / their complete address registered with the Company at the time of making the Application for Allotment and it shall be his / her / their responsibility to inform the Company about all subsequent changes, if any, in his / her / their address(es) and obtain confirmation thereof in writing from the Company, failing which all demand notices and letters posted by the Company at their first registered address or any subsequent change thereof will be deemed to have been received him / her / them at the time when the mail should ordinarily reach such address(es). The Intending Allottee(s) shall be responsible for any default in payment and / or other consequences that might follow. In all communications, the reference of Unit allotted must be mentioned clearly.
30. The Indenting Allottee(s) undertake to abide by all the laws, rules and regulations, including the terms and conditions of the Lease Deed or any other law that may be made applicable to "NOIDA ONE"-TOWER A PHASE-II and the Unit being taken on sub-lease.
31. The Intending Allottee(s) shall be solely responsible for compliance with all applicable laws, notifications, guidelines etc. relating to leasing of immovable property and to sign all requisite applications, forms, undertakings necessary for the purpose.
32. Loans from Banks/Financial Institutions to finance the allotted Unit may be availed by the Intending Allottee(s). However, the Company shall not be held responsible in any manner, if a particular Bank/Financial Institution refuses to finance the allotted Unit on any ground.
33. The intending Allottee(s) agree(s) that the Company shall have the right to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge of the building/ Unit or securitization of receivables from the building/ unit. However, the Unit would be made free of any such encumbrance at the time of execution of Deed of Sub-Lease.
34. The Intending Allottee(s) shall indemnify and keep the Company, its directors, officers, representatives, nominees, agents indemnified and harmless for any loss, damage or liability that may arise on account of non-payment, non-observance or non-performance of the covenants and conditions by the Intending Allottee(s) as mentioned in these terms and conditions of allotment and Agreement to Sub-Lease.
35. The allotment of the Unit is entirely at the discretion of the Company and the Company has the right to reject any Application without assigning any reason.
36. The Intending Allottee(s) agree(s) that the leasing of the Unit contemplated herein is subject to force majeure circumstances which inter-alia include delay on account of non-availability of steel, cement and all other building materials, or water supply, or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company or of the supplier, civil commotion, riot, or by reason of war or enemy action or earthquake or any act of God, fire, explosion, delay in certain decisions / clearances of statutory body, delay in grant of necessary permissions by the authorities concerned or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or of any reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable corresponding extension of time for delivery of possession of the Unit. The Company as result of such a contingency arising reserves the right to alter or vary the terms & conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee(s) for the period of delay/suspension of Scheme.
37. In case any terms and conditions mentioned herein is inconsistent with the Act and UP Rules or any other applicable Laws, the same shall be deemed to modified to the extent being coherent with the prevailing Laws.
38. The Courts at New Delhi shall have the exclusive jurisdiction in respect of all matters arising out of and / or concerning this transaction to the exclusion of all other Courts.

I/We, the Intending Allottee(s), do hereby declare and confirm that the terms & conditions contained in clauses 1 to 38 above have been read by me / us / read out to me / us and that I / we have understood the same and I / we agree to abide by them.

***Signature(s) of the Intending Allottee(s):**

Name(s)	(First Applicant / Intending Allottee)	(Second Applicant / Intending Allottee)
Date :		
Place:		

* Should be signed by all Joint Applicants / Intending Allottees