

APPLICATION FORM

For

ARTHA Retail, Plot No. 21, Tech Zone - IV, Greater Noida West, District Gautam Budh Nagar (U P).

Application No. _____

Date: _____

To
The Director
M/S. Artha Infratech Private Limited.
F-7 East of Kailash
New Delhi - 110065

Subject: Application for provisional allotment of Built up space in the upcoming Project of Artha Infratech Private Limited, "ARTHA Retail Tower" situated at Plot no. 21, Sector Tech Zone IV, Greater Noida, District - Gautam Budh Nagar (U P).

Dear Sir/s,

I/We, The Applicant(s) herein understand that M/s Artha Infratech Private Limited (herein after referred to as "Developer"), is promoting and developing the "ARTHA Retail Tower" Block-A ("Project") a project on a piece of land admeasuring 100067.54 sq meters (approximately) situated in Sector Tech Zone IV in Greater Noida, which is now allotting on lease basis retail spaces/shops/ mixed use/ other facilities/ institutional facilities and I. T. or large format stores. The Applicant(s) requests that the Applicant(s) may be provisionally allotted a Unit in the said project as per the developer's terms & conditions mentioned herein.

In the event of M/s. Artha Infratech Pvt. Ltd. (hereinafter called the Developer) agreeing to provisionally allot a Unit, I/We hereby agree to pay further lease installments and all other dues / charges as stipulated in the payment plan mentioned in this application and further in agreement.

This application does not constitute an agreement to lease /allotment and the sub lease in any way. Lease/sub lease/ allotment of the Unit may be done entirely at the discretion of the Developer. The allotment of the Unit is at the discretion of the Developer and shall be confirmed later on signing of agreement on Developer's standard format.

In the event that the Developer accepts this Application to provisionally allot a Unit, the Applicant agrees to pay all further installments and all dues as stipulated in the Payment Plan.

In case the Unit is not allotted to the Applicant(s) for any reason whatsoever and after any length of time, the Applicant(s) shall not raise any objection or claim or damages or challenge the same in any court of law and the amount deposited herein shall be refundable to the Applicant(s) without any interest within 30 days from the date of notice regarding rejection of this application.

The Applicant(s) agree that the allotment shall become final and binding upon the Developer only after the acceptance by it of the signed buyer's agreement. If the Applicant(s) fail to execute the agreement and deliver to Developer then the application shall be treated as cancelled and all the sums/amount paid/deposited by the Applicant(s) with Developer shall stand forfeited without any notice/reminder.

The Applicant(s) encloses a cheque / DD herewith towards provisional allotment of a Unit, details of which are as follows:

Cheque/ Bank Draft No. _____ dated _____ for an amount of
Rs. _____ /-(Rupees _____ only) drawn
on _____ Bank. In favour of M/s. Artha Infratech Pvt. Ltd. payable at
_____ towards the booking amount, being an Earnest Money of the
Unit.

DECLARATION:

The Applicant(s) has read and understood all terms and conditions appended to this Application and is agreed to abide by the same. The Applicant does hereby declare that this Application is irrevocable and that the above particulars/information given by the Applicant is true and correct and nothing has been concealed there from.

Signature (s) _____
First Applicant Second applicant (If any) Third applicant (If any)

PERSONAL DETAILS FORM

The particulars of the applicant(s) are given below:

(I) FIRST APPLICANT

Mr./Mrs./Ms./Dr./M/s _____ Son/Wife/Daughter of _____
Nationality _____ DOB/Incorporation _____ Age _____ years _____
Resident/Non-Resident/Foreign National of Indian Origin _____
If Others (Plz Specify) _____
Passport No/ PIO Card No. (in case of NRI or Foreign National) _____
Income Tax Permanent Account No/GIR No. _____
Mailing/Postal Address _____
City _____ State _____ Country _____ PIN _____
Mobile/Tel No. _____ Email ID _____
Fax _____ Occupation: Employed _____ Self Employed _____ Professional _____
Designation _____ Preferred correspondence address: Residence/Office _____

Signature (First applicant)

(II) SECOND APPLICANT

Mr./Mrs./Ms./Dr./M/s _____ Son/Wife/Daughter of _____
Nationality _____ DOB/Incorporation _____ Age _____ years _____
Resident/Non-Resident/Foreign National of Indian Origin _____
If Others (Plz Specify) _____
Passport No/ PIO Card No. (in case of NRI or Foreign National) _____
Income Tax Permanent Account No/GIR No. _____
Mailing/Postal Address _____
City _____ State _____ Country _____ PIN _____
Mobile/Tel No. _____ Email ID _____
Fax _____ Occupation: Employed _____ Self Employed _____ Professional _____
Designation _____ Preferred correspondence address: Residence/Office _____

Signature (Second Applicant)

(III) THIRD APPLICANT

Mr./Mrs./Ms./Dr./M/s _____ Son/Wife/Daughter of _____
Nationality _____ DOB/Incorporation _____ Age _____ years _____
Resident/Non-Resident/Foreign National of Indian Origin _____
If Others (Plz Specify) _____
Passport No/ PIO Card No. (in case of NRI or Foreign National) _____
Income Tax Permanent Account No/GIR No. _____
Mailing/Postal Address _____
City _____ State _____ Country _____ PIN _____
Mobile/Tel No. _____ Email ID _____
Fax _____ Occupation: Employed _____ Self Employed _____ Professional _____
Designation _____ Preferred correspondence address: Residence/Office _____

Signature (Third Applicant)

DECLARATION

I/We the Applicant(s) do hereby declare that my/our Application is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount paid by the Applicant(s).

Date: ___/___/_____

Place: _____

Signature (s) First Applicant Second applicant (If any) Third applicant (If any)

Note: A copy of PAN card, address proof and other documents pertaining to all the Applicants to be attached.

LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH THE APPLICATION FORM

For Residents of India:

- Photographs of all applicant
- Address Proof
- Copy of PAN Card
- Copy of Office I-Card
- Aadhar Card

For Partnership Firm

- Copy of PAN Card of Partnership Firm
- Copy of Partnership Deed duly certified by all partners/authorized partner
- Proof of Registered Office

For Private Limited & Limited Company:

- Copy of PAN Card of Company
- Articles of Association (AOA) & Memorandum of Association (MOA) of company duly certified by companies secretary / Directors
- Board Resolution authorizing the signatory of the application form to buy property on behalf of the company

For Hindu Undivided Family (HUF):

- Copy of PAN Card of HUF
- Address Proof

For NRI/Foreign Nationals of Indian Origin:

- Copy of Individual's Passport
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of applicant
- In case of a cheque, all payments should be received only from the NRE/NRO/FCNR account of applicant or foreign exchange remittance from abroad and not from the account of third party.

Signature (s) First Applicant Second applicant (If any) Third applicant (If any)

Terms and conditions forming a part of this application for allotment of a Unit in ARTHA Retail Tower situated at Plot No. 21, Tech Zone-IV, Greater Noida West, District - Gautam Budh Nagar (U.P.) These terms and conditions are merely indicative and are more comprehensively set out in the Agreement which upon execution shall supersede this Application. The Applicant (s) shall sign all the pages of this Application in token of the Applicant's acceptance of the same.

I. Definitions and Interpretation:

In this application, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning and/or as specified in the sub lease / Agreement.

"Agreement" shall mean the Builder buyer agreement / agreements to sell /sub lease Agreement which will be executed as per the standard format of the Developer.

"Applicant" shall mean the applicant, applying for allotment of the said Unit whose particulars are set out in this Application and who have appended their signatures on each page, as acknowledgement of having agreed to the terms and conditions of this Application.

"Application" shall mean this application for provisional allotment of Unit in the Project along with the terms and conditions contained herein.

"Earnest Money" shall mean 10% of the Total lease money to be paid by the Applicant as per the Payment Plan.

"Maintenance Agency" means the company or such other agency/body/entity, to whom the Developer appoints for the maintenance and who shall be responsible for providing the maintenance services within the Project.

"Maintenance Agreement" means the meaning ascribed to it in the draft tripartite maintenance agreement, which shall be annexed to the Agreement.

"IDC" shall mean the charges levied/leviable, now or in future, by GNIDA or any other authority with a view to recover the cost of development with regard to State/National Highways, Transport, Irrigation Facilities, Power Facilities, etc. and/or any additional levies, fees, cesses, charges, etc., in the nature of Infrastructure Development Charges, by whatever name called, either existing or leviable in future, which shall be charged in addition to the Total Price.

"Non Refundable Amounts" means interest paid or due on delayed payments, interest paid or due on installments, if any.

"Parking Space(s)" means open/basement car parking space(s) in the Said Commercial Complex for the exclusive use of the Applicant.

"PLC" shall mean Preferential Location Charges payable/as applicable, as per the super area of the said Commercial space.

“Payment Plan” means the details of the payments of the Unit and the time schedule for payment as tentatively shares with the Applicant and shall be set out as Annexure to the Buyer’s / Agreement.

“Project” means complex under the name of **“ARTHA Retail Tower”** being developed by the Developer on piece and parcel of land admeasuring 100067.54 sqms (approximately) situated in Sector-Techzone IV.

“Taxes” shall mean any taxes payable by the Developer by way of G. S. T., works contract tax, educational cess or any other taxes, charges, levies by whatever name called, in connection with the development of the Project, now or in future.

“Total Lease Price” shall collectively mean the Sale Price / basic lease price and it does not include other charges, amounts, security amount, stamp duty etc which are payable as and when demanded by the Developer in accordance with the terms and conditions of this Application/Agreement.

“Unit” means the specific unit applied for by the Applicant(s), details of which have been set out in this Application unit means either shop / mixed used / other facilities / institutional facilities I.T. space.

“Completion” means date of application to obtain completion certificate by the developer to the appropriate Govt. authority and virtual completion of the building.

II. Terms and Conditions:

1. The Terms and Conditions given below are only indicative to enable the Applicant acquaint himself/ herself with the terms and conditions as will be comprehensively set out in the Agreement. For all purposes, singular shall include plural and masculine gender shall include the feminine gender, These expressions shall also deemed to have been modified and read suitably whenever Applicant (s) is a Ltd. Company , or any other body corporate or organization or an association except as the context otherwise requires.
2. All the terms & conditions of the lease deed of the plot executed by GNIDA shall be applicable to Applicant (s). The building plans of the proposed land will be submitted to / sanctioned by GNIDA / appropriate Govt. authority. The Project will have IT Industries and facilities, residential as well as commercial units / retail / shops / institutional facilities / unit. The applicant understands and is aware of the manner and the extent of the rights, interest, and entitlement of the developer and the proposed Project

ARTHA Retail which is briefly reproduced herein below:

- I. M/s Artha Infratech Pvt. Ltd , Developer has been allotted 100067.54 sq meter of land (herein referred to as Project Land), at Plot No. 21, Tech Zone IV , in Greater Noida by Greater NOIDA Industrial Development Authority (GNIDA) vide their letter no. IND/IT/2008/15 dated 03/10/2008. II. M/s Artha Infratech Pvt. Ltd has been given possession of 100067.54 sq meter of land on 17/01/2011 and the lease deed was executed on 12/01/2011 by the GNIDA in favor of Artha Infratech Pvt. Ltd has been seen and read.
- II. The Artha Infratech Pvt. Ltd intends to develop a Retail / mixed used / other facilities / institutional facilities / IT offices Project in Phases. The scope of work of Artha Infratech Pvt. Ltd will be to construct bare –shell area. which shall be limited to the following :-
 - * Raw Floor base
 - * Full Exterior work
 - * Front elevation
 - * Landscaping work
 - * Fire Fighting Arrangements in common areas
 - * Provision for Standby power backup up to the floor level
 - * All interior work of the common areas like:
 - Lift
 - Lobby area
 - * One Point of electricity for each Unit.
- III. The following jobs will not be covered under the Scope of work to be executed by the Developer.
 - * Final decorative flooring of the unit
 - * Lighting equipments in the unit (working space)
 - * Furniture and Fittings in the unit (working space)
 - * Wall finishing & Painting beyond plaster work.
 - * False Ceiling of the unit.
 - * Individual unit air conditioning
 - * Internal wiring of Electricity in the unit and other work.
4. The Applicant (s) has fully satisfied himself of the specification of the unit. The Applicant(s) agrees that it shall not have any right in any other premises/buildings / other unit / shops, IT facility if any. Constructed / situated in the Said Project except the particular unit allotted to him. The Developer shall be free to dispose of the same on such

terms and conditions, as it may deem fit. The Applicant(s) shall not have any right to interfere in the manner of booking, allotment and finalization of lease of or in the operation and management of other units in the Project.

5. The Applicant agrees that if due to any change in the lay-out plan / building plan of the said commercial Space:
The said commercial Space ceases to be preferentially located then only the amount of PLC paid by the applicant shall be refunded, without interest, and such refund shall be made / adjusted in the last installment as stated in the schedule of payments given in Annexure of the Agreement.
 - a) The said commercial space becomes additionally preferentially located; the Applicant shall pay additional PLC to the Company as applicable and in the manner as demanded by the Company.
 - b) The Said commercial Space becomes preferentially located the Applicant shall pay PLC of the Said commercial 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 commercial Space due to change in the layout plan/ building plan of the Said commercial Complex or otherwise, the Applicant shall have no other right or claim except as mentioned hereinabove.
6. That the applicant has seen and accepted the building plans, building designs and specifications provided to him which are tentative and agrees that the developer may make such variations, additions, alterations and modifications etc. there is as may be directed by any competent authority / authorities, architect or otherwise and the applicant hereby gives his consent to such variation, additions, deletions, alterations and modifications etc. The applicant(s) agree(s) that no claim monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the Unit without interest will be applicable in case of refund or demand.
7. Furthermore, the applicant agrees and gives his or her consent to the fact that it has been already consulted by the Developer with regard to certain alterations in the building plans / specifications and is satisfied with such altered plan/ specifications. The applicant hereby confirms that the Developer may make such alterations in the layout plan(s) and / or building plan(s) and/ or project and / or any other particular(s) of the project, wholly or partially due to any change in the planning, architecture, design, additional floor and /or policy pursuant to purchase of additional of FAR as permissible by the consent Authority or due to unforeseen reason(s) or otherwise, which is otherwise beneficial for the applicant.
8. The applicant hereby gives his or her unconditional and irrevocable, consent in terms of Chapter II Section 4(4) of the Uttar Pradesh Apartment(Promotion of Construction, Ownership & Maintenance) Act 2010 and Section 14(2)(i) of the Real Estate (Regulation & Development) Act. 2016 to the Developer for making or carrying out any alterations in the plans, specifications and the other particular including additional floor area ratio and /or density and to apply and obtain revised additional floor/ sanction layout plans / completion certificate(s) from the competent Authority in respect of the above mentioned project at any point of time, now or in future, and the Developer shall be fully entitled to use the same in such manner as approved by sanctioning authority, without the requirement of any further consent, now or in future of any nature whatsoever from the applicant and the applicant shall not raise any objection and/or litigation in this regard ever in future. That the super area mentioned is tentative which is the total of covered area (which is inclusive of the area under the periphery walls and area under columns) plus including the proportionate common areas of the building (1 sq.mtr = 10.764 sq. ft). The necessary changes/alteration may involve change in position/location/dimension/area of the unit.
9. **“Carpet Area”** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area. but in case the claim is found to be valid then the cost shall not be chargeable.
10. The Applicant agrees and understands that the Company has calculated the Total Price payable by the Applicant for the Said Commercial Space on the basis provided in the Cost Sheet herein and which comprises of the area of the Said Commercial Space and the proportionate undivided interest in the common areas and facilities within the Said Commercial Complex only. In addition, the Applicant(s) shall have the ownership of undivided proportionate share of the land beneath the footprint of the Said Commercial Complex calculated in the ratio of area of the Said Commercial Space to the total area of all commercial spaces in the Said Commercial Complex. The Applicant agrees that the Total Price is for bare shell condition of the area within the internal walls of the Said Commercial Space and for the finished condition in common areas as per specification to be more specifically provided in the Agreement and the Applicant understands that the finishing and fit outs inside the Said Commercial Space shall be done by the Applicant at his own cost and risk.
11. The Applicant shall not have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Commercial Complex; save and except the use of common areas (for the purposes of direct exit to a nearest road only) to be identified by the Company in its sole discretion

and such identification by the Company in its plans now or in future, shall be final, conclusive and binding on the Applicant. The Company shall remain the owner of all such land(s), facilities and amenities, 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, institution, trust and / or any local body(ies) which the Company may deem fit in its sole discretion.

12. That the Developer may carry development/construction of the Project in phases. The Developer may adopt, at their discretion, the modern technology of pre-cast concrete slabs for construction of the Project .The common facilities in all respect shall be operational only on the date of completion of the entire Project.
13. The Applicant(s) agrees that if the Developer allots the Said Unit then the Applicant(s) agrees to pay the Total Lease Price and all other / charges amounts. Taxes and Cesses, charges and dues as per the lease rent payment plan opted by the Applicant(s) and/ or as and when demanded by the Developer or in accordance with the terms of this Application.
14. Except the particular Unit allotted, the Applicant (s) shall have no claim or right of any nature or kind whatsoever in respect of other units, open spaces, parking spaces/places, lobbies, staircases, lifts, terraces, roofs, spaces for parks, basements, parking spaces except what has been allotted by an agreement to allottee(s), space for public amenities, or any other space not allotted to him. Car parking will remain property of the developer and will be provided at the discretion of the developer on rental basis. The Applicant(s) has clearly understood that by submitting this Application the Applicant(s) does not become entitled to the final allotment of the Said Unit in the Said Project notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this Application by the Applicant(s). The investor/ applicant of space shall also not be permitted to divide the unit / space in pieces in any manner whatsoever without any written consent/ NOC from the Developer.
15. The applicant understands that the Developer shall treat 10% (ten percent) of the Total Lease Price to be paid by the Applicant, as per the payment plan, as Earnest Money to ensure fulfillment by the Applicant of the terms and conditions contained herein and as may be specified in the Agreement.
16. The Applicant (s) agrees and understands that time is of essence with respect to the payment of the Total Lease Price and other charges, deposits and amounts payable by the Applicant (s) as per the Application. That the installments in respect of lease payments of unit will be due at intervals, as per prescribed payment plans. In case payment is not received within period stipulated in payment plan or the Applicant (s) is in breach of terms and conditions of allotment.. The Developer however, may condone the delay in its absolute discretion by charging penal interest @ 15 % p.a or as prescribed by law. Any of the notice shall be sent to the address of the First Applicant only.
17. If the booking for any reason is withdrawn/cancelled by the Applicant (s)/allottee. Then Earnest Money of the unit will be forfeited and balance amount, if any will be refunded without any interest after deducting late payment interest/penalty on (installment/s) brokerage or commission paid to the channel partner.
18. In case the Developer is forced to abandon the said Project except due to unavoidable circumstances or for reasons beyond its control, it shall refund the amount paid by the Applicant (s) along with simple interest @ 8% p.a. or as prescribed by law, from the happening of such eventuality. However, if the investor is enjoying any other Return from the developer then he will not get the 8% p.a. interest.
19. The Applicant(s) acknowledges that the Developer has provided all the information and clarifications as required by the Applicant(s) and that the Applicant(s) is fully satisfied with the same and the Applicant(s) has relied on his/her own judgment and investigation in deciding to apply for allotment of the Said Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Developer, or any agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Project/ Said Unit/Said Building. No oral or written representations or statements shall be considered to be a part of this Application and that this Application is self contained and complete in itself in all respects.
20. Notwithstanding anything contained in this Application, the Applicant(s) understands that the Application will be considered as valid only on realization of the amount tendered with this Application.
21. The Applicant (s) has fully satisfied himself about the nature of rights, title, and interest of the Developer in the said Project. The Applicant(s) agrees that the Developer has specifically made it clear that the construction will commence only after receipt of all the approvals from the competent authorities.
22. The Applicant(s) agrees and undertakes to pay all future Government , tax on land, municipal tax, property taxes, wealth tax, service tax, any other Taxes and Cesses, excise duty, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Project/ Building/ Unit or land appurtenant thereto as the case may be as

assessable or applicable from the date of the Application. The Applicant(s) shall be liable to pay all the levies and fees on pro-rata basis as determined by the Developer and the determination of the share and demand shall be final and binding on the Applicant(s) till the Said Unit is assessed separately.

23. The Total Price does not include the cost of internal wiring, electrical fittings, fans, fixtures, electrical and water meters in the Said Commercial Space, which shall be installed by the Applicant at his own cost. Also, if 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 pro rata basis along with other applicants, as determined by the Company in its sole discretion and the determination of such pro rata share shall be final and binding upon the Applicant.
24. The Applicant understands that the Parking Space(s) allotted, if any, shall be an integral part of the said Commercial space applied herein and the Applicant shall not be entitled to sell/deal with the Parking Space(s) independent of the Said Commercial Space. All clauses of this Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the said Parking Space(s) wherever applicable. It has been made clear to the Applicant that the Parking Space(s) as set out in the payment plan, allotted to the Applicant for exclusive use is reserved for the Applicant's use only, to the exclusion of other applicants in the Said Commercial Complex. The Applicant shall have no right, title or interest in other unreserved car parking spaces(s), if any, available to visitors/other applicants/users in the Said Commercial Complex and such car parking space(s) shall be under exclusive ownership of the Company and shall be dealt by the Company at its own discretion as it may deem fit. The Applicant agrees that the Company may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved car parking space(s). Stamp Duty, registration and incidental charges as well as expenses for the execution of the Agreement shall be borne and paid by The Applicant (s).
25. The Applicant has accepted the proposed plans and has applied for the provisional allotment of the Said Commercial Space with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the Said Commercial Space and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast at the sole discretion of the Company and subject to changes by the competent authority. However, in case of any major alteration/modification resulting in more than +/- 10% change in the super area of the Said Commercial Space or material change in the specifications of the Said Commercial Space any time prior to and/or upon the grant of occupation certificate by the competent authority, the applicant will be duly informed in writing by the Company of such changes and the difference in price of the Said Commercial Space to be paid by him or refunded to him by the Company, as the case may be. The Applicant agrees to inform the Company, in writing, objections to the 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 Commercial space and/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 shall be liable only to refund the entire money received from the Applicant with simple interest @ 8% per annum or as applicable by law. The Applicant agrees that any increase or reduction in the super area of the Said Commercial Space shall be payable or refundable (without any interest) at the rate per sq. mtr./ sq. ft. as mentioned in this Application. Also there could be changes in FAR allowed by GNIDA to which the applicant will not have any objection.
26. 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 Commercial Space for carrying out interior finishing and fit out works prior to the notice of possession and on execution of an indemnity bond, as required by the Company. 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 Commercial Space. The Applicant undertakes not to cause any damage to the Said Commercial Complex while completing the interior finishing and fit out works of the Said Commercial 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 at 1.2 times the actual cost of electricity; water and other direct expenses incurred by the Company on account of the Applicant during the period of interior finishing and fit out works. It is specifically made clear by the Company and understood by the Applicant that the Company may impose certain restrictive guidelines/covenants or conditions regarding interior finishing and fit out works at the time of handing over of the Said Commercial Space for interior fit outs and no conveyance deed or Deed of Said Commercial Space shall be executed in case of any breach of any of such guideline(s) issued for interior fit outs or failure of the Applicant to strictly adhere to such guideline(s). Notwithstanding anything contained elsewhere in the Agreement, it is expressly understood and agreed between the parties that the installments as stipulated in the schedule of payments as per the Agreement payable in respect of the Said Commercial Space shall continue unabated and be binding irrespective whether the entry for carrying out interiors of the Said Commercial Space is granted by the Company.
27. The Applicant (s) shall make all payments within the stipulated time, as may be demanded by the Developer from time to time, without any reminders from the Developer, through A/c payee cheque (s)/demand drafts(s) in favour of M/s. Artha Infratech Pvt. Ltd. Or any of its subsidiary payable at New Delhi. Also, the developer shall not be

responsible towards any third party / person (s), who has made payments, remittances to the Developer on behalf of the applicant(s)/ investor(s) and such third party shall have any right in this project whatsoever. The developer shall issue the payment receipt only in favour of the applicant(s)/investor(s).

28. That the developer will allow discount offered by intermediary to applicant(s) / investor(s) / partner(s) only it is mentioned on the application form and duly approved by the developer. Further the developer will not be responsible for any credit note issued to the applicants / investors or any other commitment whether oral or written made by intermediary or any other staff. The developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person(s) including any intermediary or employees of the developer.
29. The Applicant (s), if a non resident of India, shall be solely responsible for complying with the necessary formalities laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable law including that of remittance of payments, acquisition, lease, transfer of immovable property or any other permissions for investment etc and provide the developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this agreement in case any such permission is ever refused or subsequently found lacking by any statutory authority/ company etc. the amount paid towards booking and further considerations will be refunded by the Developer after forfeiting the earnest money, as per the rules, without interest. The developer will not be liable for any losses in any manner on such account.
30. The Applicant(s) agrees that any payment towards charges leviable any increase thereof by the Government or any other competent authority (ies) shall be paid by the applicant.
31. The Developer shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured. In order to provide necessary maintenance services, upon the completion of the Said Project/, the maintenance of the Said Project/ may be handed over to the Maintenance Agency. The Applicant (s) agrees to execute Maintenance Agreement. The Applicant (s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time.. The liability to pay maintains charges shall commence immediately from the date of offer of possession by the developer in the notice of the possession for the said unit to the applicant(s) / investor(s) / partner(s) irrespective of the actual use or not of the maintenance services by the applicant(s)/ investor(s).
32. The Applicant (s) may obtain finance from any financial institution/bank or any other source but the Applicant's (s) obligation to purchase the Said Unit pursuant to this Agreement is not to be contingent on the Applicant's (s) ability or competency to obtain such financing and the Applicant (s) will remain bound under this Agreement whether or not the Applicant (s) has been able to obtain financing for the long terms lease of the Said Unit. Refusal to sanction loan or financial assistance by a particular institution/bank shall not be an excuse for non-payment of further installments/dues under this agreement.
33. The developer shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the /Said Project/Said Land subject to the condition that the Said Unit shall be free from all encumbrances at the time of execution and registration of agreement. The Developer/financial institution/bank, as the case may be, may always have the first lien/charge on the said Unit for their dues and other sums payable by the Applicant (s) or in respect of any loan granted to the Developer.
34. The Applicant (s) shall not use the Said Unit for any purpose other than as mentioned in the agreement of the unit, or use the same in a manner that may cause nuisance or annoyance to other Unit owners or residents of the Said Project; or for any illegal or immoral purpose.
35. **The Applicants(s) understand that in the interest of commercial success of the retail areas it is imperative to have common mall management which will impose zoning plans and other controls for usage of the retail spaces and the Applicants(s) and their successors explicitly agree to adhere to the directions of the mall management agency and that Applicants(s) will sign a separate detailed memorandum of understanding with the Promoter in this regard.**
36. The Deeloper shall deliver the possession of the completed unit to Applicant (s) on or before (with a grace period of 6 months) and only on payment of all dues. In case, the unit is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in the payment plan.
37. The detailed terms and conditions shall form part of agreement and shall supersede any previous document

including this application form, brochure, advertisement etc.

38. The Applicant (s) agrees that the Landowning Companies/Company shall have the right to transfer ownership of the Said Project in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of lease / disposal /or any other arrangement as may be decided by the developer or its subsidiary without any intimation, written or otherwise to the Applicant (s) and the Applicant (s) shall not raise any objection in this regard. The applicant(s) agrees and gives it consent to transfer the funds / money paid in case the land is transferred to any developer / new entity, the total funds / lease price paid by the applicant(s) till that date will be transfer by the original developer / land owning company to the respective developer / new entity and applicant(s) agrees to cooperate and sign all such documents as may be required to facilitate the same.
39. The Applicant (s) agrees that the allotment of the Said Unit is not assignable nor the name of the Applicant (s) can be added, substituted and/or deleted. However, the developer may at its sole discretion, on such terms and conditions and subject to applicable laws and notifications or any governmental direction, permits the Applicant (s) to get the name of his nominee/assignee substituted, added and/or deleted in his place. The Developer at the time of granting permission may impose such terms and conditions and transfer/administrative charges as per its discretion prevailing at the time of transfer. The Applicant (s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such addition, deletion and/or substitution. The transferor shall also be responsible for payment of the any admin / transfer charges / Govt. charges / penalties as may be levied by any Govt. body / authority etc.
40. The applicant further agrees that in case of Additional Discount payment plan (if any), if the applicant fails to pay the installments in the promised time frame, then the Additional Discount Payment Plan shall be automatically considered as Time Linked Payment Plan (if any) In concurrence of the same the Company shall have right to withdraw rebates or any other discounts provided in the additional Discount payment Plan of the said Unit.
41. The applicant hereby agree that in case of cancellation of booking of the said Unit, the applicant shall submit “ No Objection Certificate “ from the concerned dealer, if any, in this regard.
42. The applicant also clearly understands that the first leasing right of the Unit allocated vests with the developer. The applicant also has the right to lease out the space after seeking concurrence from the developer. The applicant can also open his own shop after taking approval of the developer.
43. Henceforth, the applicant constitutes and appoints M/s Artha Infratech Pvt. Ltd., F-7, East of Kailash, New Delhi-110065/ Plot No.- 21, Sector Techzone- IV, Greater Noida West through its Managing Director Shri S. K. Gupta S/o Late Shri P. L. Gupta and/or Director Shri Sudeep Gupta, S/o Shri S. K. Gupta and/or Director Shri Shagun Gupta, S/o Shri S. K. Gupta, jointly or severally/individually to be its true and lawful Attorney-In-Fact, for the applicant and in his or her name, place, and stead, to lease out, the space bought in ARTHA Retail developed by M/s Artha Infratech Pvt. Ltd., on Plot No.- 21, Sector Techzone- IV, Greater Noida West to some Commercial / IT/ITes Industry either in the name of Developer or , Applicant and to receive lease rent. The Developer shall also possess the rights to modify the lease terms during lease period and re negotiate terms & conditions with existing/new tenants and even do/execute subsequent leases for the space.

The above mentioned authorization as provided by the Applicant is irrevocable thus makes it mandatory for the Applicant to get the space leased out only through M/s Artha Infratech Pvt. Ltd., The applicant has applied for purchase of this space under certain terms & conditions according to which it is mandatory on his part to get the space leased out only through M/s Artha Infratech Pvt. Ltd.

44. The applicant agrees that the offer for allotment of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by Greater Noida Industrial Development Authority (GNIDA) and the usage of the said Unit and construction thereon by the applicant shall be subject to approval of plan of the said Unit by the competent Authority as per zoning conditions, rules and regulations of Greater Noida Industrial Development Authority (GNIDA) shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Unit. The I / we further agree that irrespective of the size of the Unit to be allotted through Buyer's Agreement, I/we can be entitled to construct the building thereon only in the area approved in zoning plan. If the concerned Authority may impose the certain restriction / permission towards built up area on the said Unit, in such eventuality I/we shall be liable to comply with such restriction / permission to its fullest extent.
45. The Developer also intends to book Virtual space for large Retail areas/ institutional facilities. The applicant will have to intimate at the time of application whether the space is lockable or virtual in nature.
46. In case the leasing is done including all furniture and fixtures, the additional cost & expense will be borne either by any third party /agency/ developer who will invest in the furniture and fixtures and this third party/agency/ developer will be entitled for the rent towards the furniture and fit outs from tenants. However, if the applicants/ investors agree to pay the cost and expense of all furniture and fit outs to the third party/ agency Developer, the

rent in such a case will be received by the applicants/ investors from the tenants. It is further clarified that applicants/ investors may not get any rent during the fit out period. That the fixtures and the fittings (if any) of each unit along with the connected structural part of the building shall be insured by the applicant (s) / investor(s) at his own cost against fire, earthquake etc. The Developer after completion / lease/ handing over of a particular unit shall in no way be responsible for insurance, safety, stability etc. of the structure etc.

47. The Applicant has been explained and understood that all the payments are to be made by crossed cheque / demand draft only. The payment will be acknowledged, only if, a valid and authorized receipt has been issued under the signature of any one of the directors of the Developer Company.
48. That in view of the importance of signage for a successful commercial development, the intending Applicant(s) has /have specifically agreed and understood that the Developer shall have absolute right on the signage inside/outside/near, within or on the face of the said building / said plot of land and Developer may determine and allow the usage by the occupier of the signage at its own discretion. The developer shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior / interior of the said building / said plot of land. All external walls, windows, passages, common areas, other applicants/ allottee's property etc shall never be occupied, signage/ publicity/ advertisement materials or display board installed, air conditioning units or generators installed or no other activity is done which spoils the aesthetic of the building or area causes noise pollution or any other inconvenience to any other party or developer. For putting names of the various occupiers / unit holders, developers will make all the provision and non of the unit / applicant(s) / allottee(s) shall do it otherwise. The National / multinational companies, firms, unit holder/ applicants etc will not display their publicity or advertisement material inside or outside the boundary wall or anywhere in the common area. Some publicity / advertisement material may be displayed only after approval / discretion of the developer on cost basis. The aforementioned publicity / advertisement revenue will go exclusively to the developer. Also unit holder will have to place the air conditioning units (internal / external) only at dedicated / permitted space duly approved in writing by the developer / its representative in order to maintain the internal & external façade/ signage of the building / complex.
49. The roof right will remain with the Developer. In the event of increase of FAR if any further construction over the last floor is permitted by the competent authorities, the Developer shall be entitled to construct further floors to his/her convenience and applicant gives its consent / no objection for the same.
50. All common areas, terraces, lifts, common walls, Generators and other electrical equipments, HVAC equipments and Fire Fighting Equipment etc will be strictly under the supervision and possession of Developer or the facility management Company. The Developer and / or Facility Management Company will through their authorized officials shall at all times have unhindered access to the Units for maintenance , checking proper use of space, to avoid any mishap or for any other reason so that long term interest remains intact. Any expenditure to be incurred on repair and replacement of common generator sets, lifts, fire fitting equipments, sanitary equipments, water liftings pumps, BMS equipments, STP, Water bodies, Air Conditioning Equipments (if any) etc. and Civil works of the common area including façade & water tanks etc in the tower in the complex in future time shall be proportionately borne by the applicant(s) / investor(s) of the space in the ratio of area.
51. Since it is a large development Project the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases, As such the applicants/ investors must take the lease and possession of his/her their own unit as soon as Project obtains completion, as applicable. The Applicant should have any concern or objection, if the Developer constructs or continues construction of the remaining structures of the Project or unit adjoining the unit leased to the applicant (s) and also to the fact that all Common Facilities have been completed or not. Also Developer shall be always free to raise / construct additional floor/ units in the building or any additional structure in said Project and to transfer the same to such applicants / investors / on such terms and conditions, which the Developer may deem fit and proper.
52. If as a result of any legislation, order or rule or regulation made or issued by the Government , or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for the Project or the Plot comprised therein or if any matters relating to such approvals, permissions, notices, modifications by the competent authority(ies) becomes the subject matter of any lawsuit/writ before a competent court and the Developer is unable to deliver the Unit even after the final allotment, the Applicant confirms and acknowledges that the Developer may refund all amounts received by it from the Applicant without any interest or compensation whatsoever. The Applicant under takes not to raise any dispute or claim whatsoever in this regard.
53. The provisional allotment of the Unit as well as the allotment thereafter of the Unit shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of steel and/ or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company for the development of the Project, civil commotion or by reasons of war, enemy action, earthquake or any act of God or any land acquisition problems whatsoever. If there is any delay in the delivery of possession of the Unit or the developer is unable to deliver possession of the Unit due to a force majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Developer, shall be entitled to a reasonable extension of the time for delivery of possession of the Unit. The Applicant understands and

acknowledges that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the Applicant shall not be entitled to any claim / interest / refunds whatsoever.

54. In case there is joint Applicant (s) all communications shall be sent by the Developer to the Applicant whose name appears first and at the address given by the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant(s).
55. All notices to be served on the Applicant (s) shall be deemed to have been duly served if sent to the Applicant (s) by registered/Speed Post / Courier / E- mail at his respective addresses as specified by him in the application and it shall be the duty of the Applicant(s) to inform the Developer of any subsequent change in his address by registered/speed post / courier / E- mail failing which all communications and letters posted at previous address shall be deemed to have been duly received by the Applicant(s).
56. The terms and conditions mentioned herein shall be in addition to other terms and conditions of the Agreement, the terms and conditions specified in the Buyer's Agreement, shall supersede the terms and conditions specified herein.
57. That India is a developing country however purchase / lease of unit / property is subject to market risk. No body can guarantee that properties market will always remain on rise. It can fall or rise any time. The developer has explained about the market risk to the unit / space buyer / applicant(s).
58. That in case of any losses to the buyer due to fall in price of Real Estate and other unforeseen risks / liabilities, the developer will not be responsible for the losses to the unit / space buyer / applicant(s). In case of any disputes on any point, no party will have a write to move the Court of Law or to any other forum. The dispute will be settled through an Arbitration process. As the per the Arbitration and Conciliation Act 1996 or any other re-enactment, and the sole Arbitrator shall be a retired District Judge or a retired Justice of a High Court or a person decided with the mutual consent of both the parties. The cost of the Arbitration will be borne in equal proportion by the parties involved in the dispute. It will be incumbent upon the arbitrator to avoid decision within short span of 30 days so that the development work of the project is not hampered in any manner as the project is to be completed within stipulated period. The venue of arbitration shall be exclusive at New Delhi Courts at Delhi shall have exclusive jurisdiction for all purpose and indent. The Courts at New Delhi shall to the specific exclusion of all other courts, alone have the exclusive jurisdiction in all matters arising out of/ or concerning this Application, regardless of the place of execution or subject matter of this Application.

Applicant(s)/ Investor(s) have fully read and understood the Terms and Conditions and agree to abide by the same. Applicant(s)/ Investor(s) understand that the Terms and Conditions given above are of indicative nature with a view to acquaint us with the terms and conditions as shall be comprehensively set out in the Agreement, which shall supersede the Terms and Conditions, to the extent of conflict or inconsistency, set out in this Application. Applicant(s)/ Investor(s) are fully aware that it is not incumbent upon the Developer to send out notices/reminders in respect of our obligations set out in this Application and Applicant(s)/ Investor(s) shall be liable for any default committed by us in abiding by the Terms and Conditions. Applicant(s)/ Investor(s) have sought all clarifications that Applicant(s)/ Investor(s) required with respect to the terms, conditions and representations made by the Developer and the developer has readily provided the same to us. Applicant(s)/ Investor(s) have now signed and paid all monies herein after being fully conscious of all our liabilities and obligations, including but not limited to the forfeiture of earnest money, as may be imposed upon us. Applicant(s)/ Investor(s) further undertake and assure the Developer that in the event of cancellation of our allotment, either by way of forfeiture or refund of all our monies or in any manner whatsoever, including but not limited to the Terms and Conditions set out in this Application, Applicant(s)/ Investor(s) shall be left with no right, title, interest or lien on the Unit applied for and/or allotted to us in any manner whatsoever.

Date: _____

1. _____

Place: _____

2. _____

3. _____

Signature of the Applicant(s)

COST SHEET

UNITNO.:

CARPET AREA PER sq. ft.: _____

SUPERAREA per sq. ft.: _____

TOWER/BLOCK:

FLOOR:

PAYMENT PLAN: Down Payment Plan _____ / Construction Linked Payment Plan _____ / Flexi Plan _____

Time and Construction Linked Payment Plan CH /Other/s/ Please Specify _____

A. Basic Lease price (BLP)/Basic Sale Price (BSP): @ Rs. _____ /-(per sq. ft)

B. Additional Charges:

1. Lease Rent/Admin Charges	Rs.
2. Cover Car Parking	Rs.
3. Interest Free Maintenance Security (IFMS)	Rs.
4. External Development Charges (EDC)/ Fire Fighting Charges (FFC)	Rs.
5. Power Back Up charges	Rs.
6. Preferential Location Charges (PLC)	Rs.
7. Other/additional charges if any	Rs.
Total other / Additional Charges	Rs.

TOTAL COST OF UNIT: Rs.