

Ref. No.

Application for booking of an apartment in _____ Towers/_____ Heights at

**IITL NIMBUS THE GOLDEN PALMS
CAPITAL INFRAPROJECTS PVT LTD**

Dear Sirs,

a) I/We (First Applicant) (Second Applicant) have read and understood the terms and conditions of this application, stated hereinafter and is agreeable to the same.

b) The Applicant acknowledges that the Company has provided all the information and clarifications as sought by the Applicant. The Applicant is satisfied with the same. The Applicant has also relied on his/her own judgment and conducting inquiry before deciding to apply for purchase of the said apartment. The Applicant has not relied upon nor is influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said apartment. The application is complete and self contained in all respects, no oral or any written representation or statements shall be considered constituting part of this application.

c) It is requested that applicant may be allotted an apartment and/or an exclusive right to use parking space(s) (hereinafter defined) in the said complex as per the Company's:

Down Payment Plan () Flexi Payment Plan () Construction Linked Installment Plan ()

d) The Applicant encloses herewith a sum of Rs. _____ (Rupees
_____ only) by bank draft/cheque no. _____ Dated

_____ drawn on _____ in favour of "IITL NIMBUS -THE GOLDEN
PALMS payable at New Delhi / Noida, as booking amount.

Signature of Applicant

Signature of Co-Applicants

- e) The Applicant agrees that if the Company allots the said apartment (hereinafter defined) then the applicant agrees to pay the total price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant and/or as and when demanded by the Company or in accordance with the terms of this application and Apartment Buyer's Agreement by applicant and the Company as per the standard format of the Company.
- f) The Applicant has clearly understood that by submitting this application the Applicant does not become entitle to the final allotment of the said apartment in the said complex notwithstanding, that the Company may have issued a receipt in acknowledgement of the money tendered with this application from the Applicant. The Applicant further confirms that he/she/it has read and understood the contents of standard draft Apartment Buyer's Agreement and that the allotment will get confirmed after execution of the sub-lease deed and agreeing to abide by the terms and conditions laid down therein.
- g) The Applicant agrees to abide by the terms and conditions of this application including those relating to payment of total price and other deposits charges, rates, taxes (hereinafter defined) cesses, levies and forfeiture of earnest money and non-refundable amounts as laid down herein and/or in the Apartment Buyer's Agreement.
- h) Notwithstanding anything contained herein in this application, the Applicant understands that the application will be considered as valid and proper only on realization of the amount tendered with this application.

The particulars of the Applicant(s) are given below for Company's reference and record:

1. (I) **SOLE OR FIRST APPLICANT (S)** Mr./Mrs./Ms

S/W/D of

Martial SatatusNo. of Children

Nationality Age Years

Profession Resident Status:

Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address

.....

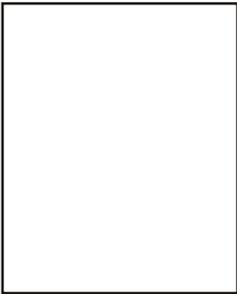
Tel No..... Fax No.....

Office Name & Address

.....

..... Tel.Nos.....

E.Mail ID..... Mobile



Signature of Applicant

Signature of Co-Applicants

(II) JOINT OR SECOND APPLICANT (S) Mr./Mrs./Ms

S/W/D of

Marital SatatusNo. of Children

Nationality Age Years

Profession Resident Status:

Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address

.....

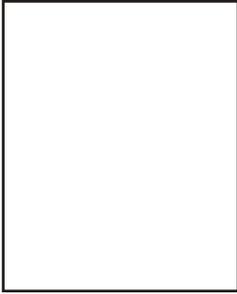
Tel No..... Fax No.....

Office Name & Address

.....

..... Tel.Nos.....

E.Mail ID..... Mobile



(III) JOINT OR THIRD APPLICANT (S) Mr./Mrs./Ms

S/W/D of

Marital SatatusNo. of Children

Nationality Age Years

Profession Resident Status:

Resident/Non-Resident/Foreign National of Indian Origin.....

Income Tax Permanent Account No.....

Ward/Circle/Special range and place where assessed to income tax.....

Mailing Address

.....

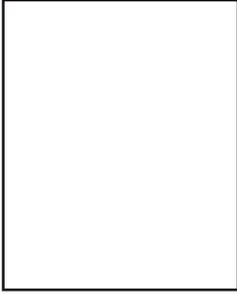
Tel No..... Fax No.....

Office Name & Address

.....

..... Tel.Nos.....

E.Mail ID..... Mobile



OR

*M/s. _____ a partnership Company constituted under the Indian Partnership Act, 1932, through its partner authorized by resolution dated _____ Shri./Smt. _____ (copy of the resolution signed by all the Partners required). PAN: _____ Registration No. _____

**M/s. _____ a Company registered under the Companies Act, 1956, having its corporate identification no. _____ and having its registered office at _____ through its duly authorized signatory Shri/Smt. _____ authorized by Board resolution dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN: _____

(**Delete whichever is not applicable)

Signature of Applicant

Signature of Co-Applicants

(**Delete whichever is not applicable)

2. Details of Apartment

Apartment No.: _____ Floor: _____ Type: _____ Block: _____
Phase : _____ Super area: _____
Sq.Mtr. (approx) _____ Sq.Ft. Approx. _____
Open Car Parking/Basement Parking _____ No. _____ to be allocated later on.

3. Details of Pricing

Basic Sale Price: Rs. _____/- (Rupees _____ only) other
Payable Charges: As per details given hereinafter in this application form.

4. Details of Rate (BSP)

Company Rate: Rs. _____/- Company Discount : Rs: _____
Broker Discount : _____ Net Rate : _____

5. For Office Use Only

Mode of Booking: Direct/Agent _____ Location Booked
_____ Date of Booking _____

6. "Schedule of Payment for Basic Sale Price"

Basic Price: Rs. _____ only)

PLAN I (SELF DOWN PAYMENT PLAN) (REBATE-.....%)

- 1. On Booking Rs...../-
Due Amount as on date 10% of Basic Sale Price
- 2. Within 45 Days of Booking Rs...../-
Due Amount as on date 85% of Basic Sale Price
- 3. On Offer of Possession Rs...../-
Due Amount as on date 5% of Basic Sale Price
+100% of Additional Charges+100% of PLC
(If Any)+ other charges (If Any)

Signature of Applicant

Signature of Co-Applicants

PLAN II (SELF FLEXI PAYMENT PLAN) (REBATE-.....%)

- 1. On Booking Rs...../-
Due Amount as on date 15% of Basic Sale Price.

- 2. Within 60 Days Rs...../-
Due Amount as on date (from signing of Builder
buyer Agreement) 25% of Basic Sale Price.

- 3. On Laying of roof of Ground Floor Rs...../-
Due Amount as on date 10% of Basic Sale Price.
+25% of Additional Charges

- 4. On Laying of 4th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.

- 5. On Laying of 8th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.
+25% of Additional Charges

- 6. On Laying of 12th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.

- 7. On Laying of 15th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.
+25% of Additional Charges

- 8. On Laying of 17th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.

- 9. On Laying of Top Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.

- 10. On Laying of Brick Work Rs...../-
Due Amount as on date 5% of Basic Sale Price

- 11. On laying of Electrical & conduiting Rs...../-
Due Amount as on date 5% of Basic Sale Price.

Signature of Applicant

Signature of Co-Applicants

12. On Completion of Internal Plaster & Flooring Rs...../-
Within Apartments :-
Due Amount as on date 5% of Basic Sale Price.

13. On Offer of Possession Rs...../-
Due Amount as on date 5% of Basic Sale Price
+ Balance Additional Charges+100% of PLC
(If Any)+ Other Charges (If Any)

PLAN III (CONSTRUCTION LINKED INSTALLMENT PAYMENT PLAN) (NO REBATE)

1. On Booking Rs...../-
Due Amount as on date 10% of Basic Sale Price.

2. Within 60 Days Rs...../-
Due Amount as on date 10% of Basic Sale Price.

3. Excavation or Within 120 Days whichever is later Rs...../-
Due Amount as on date 10% of Basic Sale Price.

4. On Laying of Ground Floor Slab Rs...../-
Due Amount as on date 10% of Basic Sale Price.
+25% of Additional Charges.

5. On Laying of 4th Floor Roof Slab Rs...../-
Due Amount as on date 10% of Basic Sale Price.

6. On Laying of 8th Floor Roof Slab Rs...../-
Due Amount as on date 10% of Basic Sale Price.
+25% of Additional Charges.

7. On Laying of 12th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.

8. On Laying of 15th Floor Roof Slab Rs...../-
Due Amount as on date 5% of Basic Sale Price.
+25% of Additional Charges.

Signature of Applicant

Signature of Co-Applicants

9. On Laying of 17th Floor Roof Slab Rs...../-
 Due Amount as on date 5% of Basic Sale Price.
10. On Laying of Roof Top Slab Rs...../-
 Due Amount as on date 5% of Basic Sale Price.
11. On Laying of Brick work Rs...../-
 Due Amount as on date 5% of Basic Sale Price.
12. On Casting of Electrical & Conduiting Rs...../-
 Due Amount as on date 5% of Basic Sale Price.
13. On Completion of Internal Plaster & Flooring Rs...../-
 Within Apartments :-
 Due Amount as on date 5% of Basic Sale Price.
14. On Offer of Possession Rs...../-
 Due Amount as on date 5% of Basic Sale Price
 + Balance Additional Charges+100% of PLC
 (If Any)+ Other Charges (If Any)

Signature of Applicant

Signature of Co-Applicants

OTHER PAYABLE CHARGES

Preferential Location Charges (PLC) @ Rs...../sq. Ft.	Rs...../- (Floor PLC)
	Rs...../- (Park PLC)
Interest Free Maintenance Security @ Rs...../ sqft.	Rs...../-
Lease Rent @ Rs. / sqft.	Rs...../-
External Electrification Charges (E.E.C.) @ Rs / sqft.	Rs...../-
Fire Fighting Charges (F.F.C.) @ Rs / sqft.	Rs...../-
Power Backup Charges @ Rs / kVA.	Rs...../-
Club membership charge	Rs...../-
Total Additional Charges.... (B)	Rs...../-
Other Charges, if any.....(C)	Rs...../-
Total Price of the Apartment..... (A+B+C)	Rs...../-

DECLARATION

This 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.

Date _____

Yours faithfully

Place _____

Signature of first Applicant

Signature of Second Applicant

Signature of Third Applicant

Signature of Applicant

Signature of Co-Applicants

**Terms & Conditions forming part of Booking Application for Apartment in IITL NIMBUS THE GOLDEN
PALMS OF M/S CAPITAL INFRAPROJECTS PVT LTD, GROUP HOUSING PROJECT AT
PLOT NO. GH-01/E, SECTOR- 168, NOIDA**

The terms and conditions given below are merely indicative and are more comprehensively set out in the Apartment Buyer's Agreement which upon execution shall supersede this application. The applicant shall sign all the pages of this application in token of the applicant's acceptance of the same:

Definition & Interpretation

In this Application, the following words and expressions, when capitalized, shall have the meanings assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning.

“Act” means **THE UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010**, as amended from time to time including any replacement thereof.

“Agreement” means Apartment Buyer's Agreement to be executed between the Applicant and the Company.

“Apartment” means the apartment, details whereof are given in this Application.

“Applicant” means person(s), applying for allotment of the Apartment, whose particulars are set out in this Application and who has appended his signature in acknowledgement of having agreed to the terms and conditions of this Application.

“Application” means whole of this Application form, schedules, terms and conditions for allotment of Apartment in the Project Complex.

“Association” means an association of apartment owners formed under the Act and shall include all applicants/owners of the apartments herein, acting as a group in accordance with the bye-laws adopted by them or as prescribed by the Government, for the administration of the affairs in relation to the apartments and property appertaining thereto and for the management/ maintenance of the Common Areas and facilities.

“Authority” means any government department, body, instrumentality or other relevant public authority, which has jurisdiction in respect of the prosecution/execution of the works at the Project, and shall mean and include the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA) (also referred to in this Application as the “Noida Authority”).

“Basic Sale Price” means the price calculated on the basis of Super Area and shall not include the price of other development/preferential and government stamp duty and other charges described in this Application.

Signature of Applicant

Signature of Co-Applicants

“Common Area(s) and Facilities” means such areas and facilities as may be specified by the Company in declaration u/s 12 of the Act.

“Earnest Money” means 15% of the Total Sale Price paid/payable by the Applicant for the Apartment.

“Company” means **IITL NIMBUS THE GOLDEN PALM or CAPITAL INFRAPROJECTS PVT LTD**, having its Registered office at 313-315, Vikasdeep Building, District Centre, Laxmi Nagar, Delhi-110092.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot, either by exercise of reasonable diligence, or despite the exercise of reasonable diligence and adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which adversely affects the Company's ability to perform its obligations under this Application, and shall include but not be limited to:

- I) act of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- II) explosions or accidents, air crashes and shipwrecks, act of terrorism
- III) strikes, lockouts and industrial disputes
- IV) non-availability of electricity, water, cement, steel or other construction material due to any reason whatsoever, including without limitation, strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- V) war and hostilities of war, riots, bandhs/hartals, acts of terrorism or civil commotion
- VI) the promulgation of, or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Application.
- VII) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority refuses/delays/withholds the grant of necessary approvals for the Project or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become the subject matter of any suit/writ before a competent court or for any other reason whatsoever.

“Lease Deed” means lease deed dated 1st September 2010 executed between Noida Authority and Company, duly registered with the sub registrar Noida, Disst. Gautam Budh Nagar, vide registration no. 5949 on 1.09.2010 under book no. 1, jild no. 2873, page no. 325366.

“Maintenance Charges” means the charges payable by the Applicant for the maintenance and upkeep of the Project Complex, the (including the areas appurtenant to the Apartment), as per the Payment Plan, to the Company or to the Association @ Rs.1.25/- per sq.ft. of the Super Area of the Flat, on a monthly basis or at such other rate which may be fixed by the Company /Association from time to time.

“Non-Refundable Amount” means interest paid by the Applicant to Company on the delayed payments.

Signature of Applicant

Signature of Co-Applicants

“**PLC**” means the charges for the preferential location for the Apartment payable/ as applicable to be calculated on the per sq. ft./ per sq. mtr. on the basis of the Super Area of the Apartment.

“**Project/Project complex/Complex**” means the group Housing Complex known as “**The Golden Palms**” located at **PLOT NO. GH 01/E AT SECTOR 168, NOIDA**, of NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA)

“**Sale Price/Total Price**” means the amounts amongst others, payable for the Apartment which includes Basic Sale Price, PLC (if the Apartment is preferentially located) and includes the price of all such features, facilities etc., charges and shall not include stamp duty, registration charges and other dues payable to the government or any other Authorities.

“**Sub-Lease Deed**” means the deed to be executed by and between the Applicant, the Company and Noida Authority, after the terms and conditions contained in the Agreement, are fulfilled to the satisfaction of the Company pursuant to which, the Company shall deliver possession of the Apartment and transfer all right, title and interest over the Apartment, free from any encumbrances in favour of the Applicant and admit execution of the Sub-Lease Deed, to the Sub-Registrar, Noida, Distt. Gautam Budh Nagar (U.P.).

“**Super Area**” means the covered area of the Apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies, and lofts etc. and half the area of common walls with other premises/ Apartment(s) which form the integral part of the Apartment and proportionate Common Areas.

For all intents and purposes and for the purpose of terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.

Some of the terms and conditions of allotment as given below are of indicative nature with a view to acquaint the applicant with the terms and conditions comprehensively set out in the Agreement which upon execution shall supersede the terms and conditions set out in this Application.

1. Earnest Money and Sale Price:

1.1 The Applicant hereby agrees to pay to the Company the Sale Price and other development/ preferential charges and additional charges as per the Payment Plan opted by the Applicant

1.2 The Applicant has paid to the Company a sum of Rs. _____ towards booking of the Apartment vide cheque (s)/ bank draft No. _____ Dated _____ drawn on _____, the receipt of which sum the Company do hereby acknowledge.

Signature of Applicant

Signature of Co-Applicants

- 1.3 The Applicant hereby agrees that the Earnest Money shall remain liable to be forfeited on occurrence of any event of default mentioned in this Application, till the execution and registration of the Sub- Lease Deed for the Apartment, provided that a reasonable opportunity shall be given to the Applicant to rectify the said event of default and if the Applicant fails to rectify such default within a period of 30 days from the date of the Company's letter intimating the event of default then, in that case the Earnest Money shall be forfeited.
- 1.4 The Applicant agrees to pay the remaining Sale Price mentioned and in the manner as opted for in the Payment Plan.
- 1.5 The Applicant agrees to pay any other charges as may be demanded unless otherwise specified herein.
- 1.6 The Applicant agrees that the Super Area given in the Application is tentative and subject to change upon approval of building plan and/ or completion of construction of the said Complex/ Project and the Applicant agrees that no claim, monetary or otherwise shall be raised in case of such a change.
- 1.7 The Applicant further understands and agrees that the area of the Apartment is tentative and subject to change as per the direction of the Greater Noida Authority or Architect or Structural Engineers of the Company which may result in change (increase/ decrease) in the area of the Apartment, change in dimensions, size, location, number, boundaries etc. In case of variation in the area due to such reasons to the extent of $\pm 3\%$, there shall be no adjustment in the rate of the Apartment. However, in case the variation in the Apartment area is more than 3% and subject to a maximum limit of $\pm 10\%$, the Applicant agrees to pay for the increased area at the prevailing booking rate. In case of decrease of the allotted area of the Apartment, beyond the permissible variation, the amount received in excess over and above the total cost of the Apartment based on the changed area, shall be refunded/adjusted (as the case may be) by the Company to the Applicant without any interest. However, in any case where the variation in the Super Area is more than 10%, the Applicant shall have the option to withdraw from this Application/Agreement and in such an eventuality the Applicant shall be entitled only to refund of his money advance without payment of interest or any other charges or damages.
- 1.8 The Company agrees that any alterations and/ or additions to the Apartment shall be carried out only if recommended and verified by the authorised Engineer or Architect and after proper declaration and intimation to the Applicant. The Applicant agrees that he shall not unduly/ unreasonably withhold any consent in order to carry out any alteration and / or additions to the Apartment mentioned herein above.
- 1.9 The Applicant agrees that the timely payment of installments as set out in Payment Plan and other allied charges indicated herein shall be the essence of this Application/Agreement. It shall be incumbent on the Applicant to comply with the terms of payment and the Applicant agrees that the Company is under no obligation to send reminders for payments. If payment is not received within the period as specified in the

Signature of Applicant

Signature of Co-Applicants

Payment Plan opted by the Applicant and/ or other charges mentioned herein then the Company reserves the right to cancel the allotment of the Apartment. However, in exceptional circumstances, Company may, in absolute discretion, condone the delay in payment by charging penal interest @ 8 % p.a. on the amount outstanding for the first 15 days, thereafter @ 15% p.a. for next 3 months and thereafter @ 24% p.a.

- 1.10 In the event the Applicant is desirous of surrendering the allotment of Apartment made as per the Application, it shall inform the Company of the same 90 days in advance and shall execute such agreements, as may be required by the Company, before surrendering the allotment.
- 1.11 The Applicant agrees that in case of cancellation or surrender of the allotment of Apartment as mentioned above, the entire Earnest Money alongwith Non-Refundable Amount shall be forfeited. Upon cancellation, the Applicant shall be left with no right, title, interest or lien on the Apartment and the Applicant shall also be liable to reimburse to the Company the amount of brokerage/ commission paid, if any, by the Company towards the booking/ allotment of the Apartment. The amount paid, if any, over and above the Earnest Money alongwith Non-Refundable Amount and brokerage/ commission recoverable shall be refunded by the Company without interest, and subject upon the re-allotment of the Apartment to any other person/ party by the Company. In the event of the allotment being terminated/ cancelled as aforesaid the Company shall be free to allot the Apartment to a new applicant on the terms and conditions as deemed fit by the Company.
- 1.12 In the event of death of the Applicant or anyone of the joint Applicants, the remaining applicant and/or legal heirs of the deceased Applicant shall be entitled to perform obligations of the Applicant under the Application/Agreement and have the Sub-Lease Deed executed in their favour after full payment of dues payable to the Company.
- 1.13 The Applicant agrees to pay Preferential Location Charges (PLC) for the preferential location as per the Application. However, the Applicant agrees that if due to any change in the layout plan, the Apartment ceases to be in a preferential location, the Company may adjust or refund only the amount of PLC paid by the Applicant and such amount shall be adjusted in the last instalment as stated in the Payment Plan. Further, if due to any change in the layout plan the Apartment subsequently becomes preferentially located, in such a case, the Applicant shall be liable and agrees to pay the amount as and when demanded by the Company as PLC.
- 1.14 The Applicant agrees that should at any time hereafter, either by statutory requirement, it become necessary to provide for any further equipment/facilities etc. or there be any demands or levies by any Authorities, than the cost of such additional provisions, installations, demands of levies, taxes like service tax, sales tax, VAT or other taxes imposed by Central and/or State government or any authorities shall be borne and paid by the Applicant and shall be charged additionally on Sale Price, proportionate to the area of the Apartment, as and when demanded by the Company.

Signature of Applicant

Signature of Co-Applicants

1.15 The Applicant may obtain finance from any financial institution/bank or any other source but the Applicant's obligation to purchase the Apartment pursuant to this Application shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant shall remain bound under this Application whether or not it has been able to obtain financing for the purchase of the Apartment. The Applicant also agrees that its obligations arising under the Application including that of making timely payments shall not be affected by any delay in the issuance/ disbursement of payments by any financial institution/ bank. However, in case the Applicant has obtained loan from any bank/ financial institution, the conveyance of the Apartment by the Sub-Lease Deed in favour of the Applicant shall be executed only upon the Company receiving 'No Objection Certificate' from such Bank/ Financial Institution and the Sub- Lease Deed shall be handed over to the lending institution, if so required by them. For sake of clarification, it is stated that Greater Noida Authority shall have the first charge on the Apartment towards the payment of all its dues.

2. Completion of building, Delay and Penalty:

2.1 Construction of the residential units in PHASE - 1 is likely to be completed upto December 2014 and shall be subject to force majeure and circumstances beyond the control of the Developer, and any restraints/restrictions from any courts/authorities.

2.2 Construction of the residential units in PHASE - 2 is likely to be completed upto December 2015 and shall be subject to force majeure and circumstances beyond the control of the Developer, and any restraints/restrictions from any courts/authorities.

2.3 In case possession of the residential unit in PHASE - 1 is not offered to the Buyer upto December 2014 or upto a extended period of six months, subject to force majeure and circumstances as mentioned in this Agreement, the Buyer shall be entitled to receive from the Developer a compensation @ Rs. 5 per sq.ft. of the super area of the unit per month for the period of delay after extended period as stated above, and to no other compensation of any kind.

2.4 In case possession of the residential unit in PHASE - 2 is not offered to the Buyer upto December 2015 or upto a extended period of six months, subject to force majeure and circumstances as mentioned in this Agreement, the Buyer shall be entitled to receive from the Developer a compensation @ Rs. 5 per sq.ft. of the super area of the unit per month for the period of delay after extended period as stated above, and to no other compensation of any kind.

2.5 The Company on completion of construction shall issue a final call notice to the Applicant, who shall remit all dues within 15 days thereof and take possession of the Apartment.

Signature of Applicant

Signature of Co-Applicants

- 2.6 The Company is authorised to raise loan by creating mortgage of the Complex/Project land from any bank/financial institution/agency and the Applicant shall have no objection in this regard. However, such mortgage created shall be got vacated and redeemed before handing over the possession of the Apartment to the Applicant.
- 2.7 Company shall not be liable for any delay in delivery of possession of the Apartment to the Applicant if the delay is caused due to carrying out any alternate/additional work demanded by the Applicant in the Apartment at any point of time during the construction of the Apartment.
- 2.8 The Applicant agrees and undertakes to pay additionally to the Company, on demand, the External Development Charges (EDC) and Infrastructures Development Charges (IDC) levied, by whatever name called or in whatever form and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority); and any increase thereof, and such EDC and IDC or increase thereof shall be borne and paid by the Applicant pro rata (the ratio between the Super Area of the Apartment to the total super area of all the Units of the Project as declared by the Company). If such charges are increased (including with retrospective effect) at any point of time whatsoever, then the same shall be treated as unpaid Sale Price of the Apartment.
- 2.9 The Company agrees and acknowledges that the Basic Sale Price of the Apartment as stated in the Application shall not be changed, save for increases which the Applicant hereby agrees to pay on account of any exorbitant increase in the factors such as super area, charges, Lease Rent, EDC, IDC, Government rates, taxes, cesses, levies etc. and/or any other charges which may be levied or imposed by the Authorities from time to time. If the Company is directed by the Authority/ and/ or required by law to provide pollution control devices, effluent treatment plant etc. at the Project, then the cost of such additional devices/equipments etc. shall be borne and paid by the Applicant pro rata (the ratio between the Super Area of the Flat to the total super area of all the Units of the Project as declared by the Company) as and when demanded by the Company.
- 2.10 The Applicant agrees that the Company shall be responsible for all internal development within the Project complex, including a) laying of roads, b) laying of water lines, c) laying of sewer lines, d) laying of electrical lines. However, it is understood that the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the concerned Government authorities up to the periphery of the Project complex.
- 2.11 The Applicant agrees and acknowledges that water mains, drains, sewers or electrical wires may be laid under or above the Golden Palm Resort, by the Authority if it deems the same to be necessary for developing the, but not limited to, the Project complex, area around the Project complex and waives its right to object to the same at any time hereafter

Signature of Applicant

Signature of Co-Applicants

- 2.12 The Buyer agrees that the specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only.
- 2.13 The Applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended in proportion to the period of Force Majeure. If the Force Majeure conditions are continued for a considerable time, the Company may at its sole discretion put the construction of the Project in abeyance and terminate/alter/vary the terms of this Application/Agreement or abandon the Project. In the event of termination or abandoning of the Project on account of Force Majeure, the Applicant shall be entitled to refund of the amounts deposited by him with the Company without interest and in case such amount is not refunded within 30 days of termination or abandoning, the Company shall be liable to refund such amount with simple interest @ 8% p.a. from the date of termination/abandoning the Project after compliance of certain formalities by the Applicant. The Applicant shall not be entitled to any other claim.
- 2.14 The Applicant understands that if for any reasons, the Company is not in a position to finally allot or give possession of the Apartment by the date of completion, the Company shall refund the amounts deposited by Applicant with simple interest @ 8% p.a. calculated for the period such amounts have been lying with the Company for which the Allottee will give notice to the Company. The Company shall refund such amounts within 30 days of receipt of such demand notice from the Allottee. The Allottee understands that the Company has no other liability of any kind except to refund this amount.

3. Delivery of possession:

- 3.1 The Company shall execute Sub-Lease Deed with the Applicant alongwith the Noida Authority, in respect of the land under and appurtenant to the Apartment, for transfer of title of the Apartment after completion and on receipt of full consideration towards sale of the Apartment. All expenses in respect of execution and registration of Sub- Lease Deed, including the stamp duty, registration fee, transfer charges, processing fee etc., shall be borne by the Applicant.
- 3.2 The Company on completion of construction shall issue a final call notice to the Applicant, who shall remit all dues within 15 days thereof and take possession of the Apartment. In case the Applicant fails to clear his account and take possession of the Apartment within 15 days of offer, the Applicant shall be liable to pay to the Company holding charges @ Rs. 5 per sq.ft. of the super area of the Apartment per month in addition to the liability to pay interest to the Company on the outstanding amount and other consequences of default in payment.
- 3.3 The Company reserves the right to complete the Project in whole, or in parts. The Applicant hereby agrees that the Apartment shall be deemed to have been completed and fit for habitation if temporary occupancy/

Signature of Applicant

Signature of Co-Applicants

completion certificate or architect certificate is issued for the Complex, irrespective of the fact that the other Apartments in the Complex/ Project complex have been completed or not. The Applicant further agrees to accept possession without demur and waives its rights to raise any objection whatsoever, including without limitation, the right to raise objections regarding any construction activity which the Company may be carrying out at the unfinished portions of the Project. The Company reserves the rights to provide such passageways and service lines, including without limitation drain pipes, electric cable lines, sewerage pipes, lines through the Project as it solely deems fit, in the best interests of all the persons who purchase residential apartments there, and the Applicant waives its rights to raise any objection in respect of the same.

3.4 Subject to the terms and conditions of the Agreement, on and after payment of the Sale Price and other charges and dues, the Applicant shall have a) the exclusive ownership and possession of the Apartment, b) the specified percentage of undivided interest in the Common Area and Facilities, c) the right to exclusive usage of the parking space and d) undivided proportionate interest in the land underneath the Apartment/ Complex calculated in the ratio of the Super Area of the Apartment to the total super area of all the apartments in the said Complex.

3.5 The Applicant agrees and acknowledges that the FSI/FAR (Floor Space Index/Floor Area Ratio) for the Project may be enhanced in the future or it may be entitled to the benefit of the Transfer of Development Rights (TDR) at the Project. If the FSI/FAR is increased or it becomes entitled to the benefit of the Transfer of Development Rights (TDR) at the Project, the Company shall subject to approval of Plans by the Authority, have the right to make further constructions at the Project which shall include, without limitation, addition of residential units/Apartment, addition of infrastructure facilities such as club houses, community centres, commercial complexes and other premises that may be solely commercially exploited by the Company. The Applicant waives its right to raise any objections regarding such construction activity for any reason whatsoever, including change in the layout plan, and increase in FSI/FAR.

4. Club, Common Areas & Facilities, Maintenance:

4.1 The Company proposes to develop a recreational club (“Club”) with facilities such as pool, gymnasium, health club etc., within the Project complex. The Applicant has agreed to avail the membership of this club by paying the charges. The Club may be developed simultaneously to or after the development of the Apartment. The Applicant may be entitled to avail of the facilities/services provided by the Club as per the rules and regulations of the club and on payment of such charges as may be fixed by the Club rules and regulations. The Applicant shall sign the documents necessary for the membership of which shall contain the details terms and conditions of the usage of the Club's facilities.

4.2 The Club shall be run, managed and maintained by the Company or its nominee, as the case may be, and the Applicant or anybody else claiming through him shall not interfere in the same. The Company in its discretion may grant membership of the club to anyone and the Applicant shall have no objection to it.

Signature of Applicant

Signature of Co-Applicants

- 4.3 The percentage of undivided interest in the Common Areas and Facilities shall be of permanent nature and shall not be altered without the written consent of all the apartment owners and approval of the competent authority. Further the Applicant agrees that the Common Areas and Facilities shall not be separate from the Apartment to which it appertains and shall be deemed to be conveyed or encumbered with the Apartment, even though such interest is not expressly mentioned in the conveyance or other instrument.
- 4.4 In order to provide necessary maintenance services, the maintenance of the Project including the Apartment, the Company may, upon handing over possession to the Applicant, hand over the maintenance of the Complex/ Project complex to the Association. The Association shall look after the maintenance, upkeep, repairs, lighting, security etc., of the Complex/ Project complex including other Common Areas and Facilities, landscaping and common lawns, water bodies of the Project complex. The Association shall be governed by its own rules and regulations with regards to its working, charging of maintenance fees etc. subject to any rules, regulations, bye- laws framed by Government for the specific purpose.
- 4.5 It is clarified that the Company shall be responsible for the maintenance of the Common Area and Facilities till the Association is formed and shall be entitled to levy proportionate maintenance charges as specified.
- 4.6 The Applicant hereby agrees to keep with the Company or the Association, as the case may be, an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of maintenance services and due performance of the Applicant in paying promptly the maintenance bills and other charges as raised by the Company or Association.
- 4.7 The Company or the Association, as the case may be, and their representatives, employees etc., shall be permitted at all reasonable times to enter into and upon the Apartment for carrying out repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Application/Agreement or later maintenance agreement, including for connections/ disconnections of electricity and water and/ or for repairing, changing wires, gutters, pipes, drains, part structure etc. However, in case of urgency or exigent situation, the Applicant hereby authorises the Company or the Association and their representatives, employees etc., to break the lock, door, windows etc of the Apartment in order to enter the Apartment and prevent damage/ loss to life or property in the Apartment/ Complex/ Project complex and the Applicant hereby agrees not to raise any objection to the said action of the Company/ the Association and their representatives, employees etc.
- 4.8 The Applicant agrees that the parking space shall be together with the Apartment and the same shall not have independent legal entity detached from the Apartment. The Applicant undertakes not to sell/ transfer/ deal with the parking space independent of the Apartment. The Applicant undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex/ Project complex. The parking space allotted to the Applicant shall not form part of Common Area. It is understood by the Applicant that in case the allotment of the Apartment is cancelled, surrendered, relinquished etc., the parking space shall automatically be cancelled.

Signature of Applicant

Signature of Co-Applicants

- 4.9 The Terrace rights of the Apartment shall remain with the Company unless allotted to the Applicant against appropriate consideration. The Applicant shall have no objection if the Company gives on lease or hire any part of the roof/ terraces above the top floor for the installation and operation of antenna, satellite dishes, communication towers etc. or any put to any other use which results in the violation of the law in force at that point of time.
- 4.10 The Applicant shall not raise any objections in all matters, including without limitation, booking, allotment and finalization of sale of any area such as a shop, commercial premises, buildings, community centres, clubs etc. constructed in accordance with sanctioned plans or in the operation and management including, but not limited to creation of further rights in favour of any third 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, institutions, trust and/or any local bodies which the Company may deem fit, in its sole discretion.

5. Rights/Obligations/Duties of Applicant:

- 5.1 So long as the Sub-Lease Deed of the Apartment is not executed and registered in favour of the Applicant, the Company shall continue to be the owner in possession and in control of the Apartment. The Applicant shall, however, be entitled to get his name substituted by another person, provided the same is permissible by law, with the prior consent in writing of the Company which shall be granted subject to rectification of breaches, if any, of the terms and conditions of this Application/Agreement, payment of any outstanding dues and payment of administrative charges as prescribed by the concerned authority from time to time. Any change in name of the Applicant (including addition/ deletion) as registered with the Company shall be deemed as assignment for this purpose. Claims, liabilities, if any, between Assignor and Assignee relating to the assignment will be settled between Assignor and Assignee themselves and the Company will not be a party to, or be responsible for the same. The Assignee shall be bound by the terms of this Application/Agreement.
- 5.2 The first transfer is free / Chargeable. Applicants shall be liable to pay a transfer fee of 4% of the Total Price. Transfer is allowed only upon the expiry of 15 months from the date of booking or payment of 40% net BSP as per payment plan opted whichever is earlier.
- 5.3 The Applicant, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance or payment(s) and obtaining permission as prescribed by law for acquisition of the Unit. The Company shall not be responsible or liable for any concealments or violations in this respect by the Applicant.

Signature of Applicant

Signature of Co-Applicants

- 5.4 The Applicant agrees that, unless stated otherwise, all payments/ taxes/ charges liable to be paid by the Applicant shall be paid by him on demand by the Company. In the event the Company makes the said payment, the Company shall have the right to be indemnified for the same within 30 days from the date of bringing the said fact to the notice of the Applicant.
- 5.5 The Applicant agrees to use the Apartment only for the purpose for which it has been allotted. Any change in the specified use, which is not in consonance with the theme of the Project complex or is detrimental to the public interest shall be treated as a breach of the terms of this Application/Agreement entitling the Company to cancel the Application/Agreement and to forfeit the entire amount deposited by the Applicant. Thereafter, the Applicant shall have no right, title, interest in the Apartment.
- 5.6 The Applicant shall not at any time demolish the Apartment or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature top the Apartment or any part thereof which may affect the other Apartment or Common Areas and the Structure of the Complex. The Applicant shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc., or carry out any change in the exterior elevation or design.
- 5.7 The price of the Apartment is inclusive of the cost of providing electric wiring, switches, in all the rooms, toilets and kitchen, ceiling light fitting in common passages balconies in each apartment and fire fighting equipments only as prescribed in the existing fire fighting code/regulations. In addition to that for common areas and services price of the Apartment does not include the cost of prepaid electric meter which shall be got installed by the Applicant at his/her own cost, through the Company. If however, due to any subsequent legislation/government order or directives or guidelines or if deemed necessary by the Company, additional fire measures or equipments are necessitated for installation then the applicant agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other apartment applicants as determined by the Company in its absolute discretion.
- 5.8 The total price includes the cost of equipments / appliances of the brand as mentioned in specifications or equivalent brand thereof. All the equipments/appliances provided in the Apartment/Complex are only indicative and subject to change. The Applicant further agrees and understands that the Company shall have the option to choose the brand of equipments/appliances to be installed and the allottee shall have no right to raise any dispute or claim with regard to the brand installed by the Company in the Apartment.
- 5.9 The Applicant agrees that warranty/ guarantee of all equipments/ appliances in the Apartment is of the manufacturer/ supplier of the equipments/ appliances as per the terms and conditions mentioned in the warranty/ guarantee issued by the manufacturer/ supplier. The Applicant agrees to absolve the Company of all its responsibilities & liabilities with regard to the functioning, manufacturing, operation, maintenance

Signature of Applicant

Signature of Co-Applicants

of the equipments/ appliances and the Company shall not in any way be responsible for any defect, mishap, accident which may occur due to the defect in functioning, manufacturing, operation of the equipment/ appliances or responsible for maintenance of the equipments/ appliances.

- 5.10 The Applicant shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc., anywhere in the Complex; save and except at areas/places specifically earmarked for these purposes in the Complex.
- 5.11 That it is clearly specified that the visitors/guests/relatives/staff of the Applicant shall park their vehicles outside the Complex or at the space earmarked by the Company to avoid any inconvenience to the occupants of other Apartments and it shall be the duty of the Applicant to ensure the same.
- 5.12 The Applicant shall not fix/install air conditioners/ air coolers or any like equipment at any place other than the spaces earmarked by the Company to avoid inconvenience to occupants of other apartments.
- 5.13 Without the consent of the Company in writing; the Applicant shall
- a) Not remove any wall at the Flat/ project, including any load bearing wall of the Flat.
 - b) Plan and distribute its electrical load in conformity with the electrical systems installed by the Company.
 - c) Not store any hazardous or combustible goods or any obstructive material in the Flat or in the common passages or staircase of the project.
 - d) Not do or cause to be done any construction/modification at the Flat or to the roof/ terrace of the Flat or at any other part of the Project complex.
- 5.14 The Applicant agrees and acknowledges that in the event it does not comply with its obligations as set out in this section, the Company or the Association, as the case may be, shall have the right to enter the Apartment and remove all non-conforming constructions/fittings and fixtures at the Apartment and the Applicant shall be responsible for any loss or damages, including the cost and expense arising out of breach of any of the aforesaid conditions.
- 5.15 The Applicant shall pay charges for consumption of water, electricity, gas supply etc inside the Apartment, payable on the basis of actual consumption as per bills, raised monthly by the Company or the concerned authority.
- 5.16 The Applicant has seen and read the Lease Deed and agrees and accepts that the the Agreement and all subsequent sale / conveyance including the Sub-Lease Deed shall be subject to the terms and conditions of the Lease Deed and the Applicant and all its subsequent transferees shall abide by the terms and conditions of the Lease Deed.

Signature of Applicant

Signature of Co-Applicants

- 5.17 This allotment of Apartment is subject to the terms and conditions of the sanction of layout plan and/ or licenses issued by the concerned department of NOIDA, Government or any authorities in respect of the said Project Land/ Project and the Applicant hereby accepts and agrees to abide by and to be bound by the same.
- 5.18 The Applicant has represented that it has read and understood his rights and obligations under the Act, rules and byelaws made thereunder, and hereby undertakes to abide by the same.
- 5.19 The Applicant agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The Applicant agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The Company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance changes shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Applicant shall pay and clear all dues at the time of offer of possession. An interest free maintenance security deposit of Rs. 25/- per sq. ft. shall be paid by the Buyer to the Company before possession. Further the general monthly maintenance charges of Rs. 1.25 per sq. ft. shall be payable by the Applicant to the Company/ Maintenance Agency every month. The maintenance charges have been fixed in the context of the prices prevailing as on 31/3/2010 and the same shall be enhanced @ 15% every year.

6. Rights/Obligations/Duties of Company:

- 6.1 The Applicant agrees that in case during the course of construction or subsequently, further construction on any portion of building or on the terrace becomes permissible, the Company shall have the exclusive right to take up or complete such further construction as belonging to the Company notwithstanding the allotment of any Common Areas. It is agreed that in such a situation the proportionate share of the Applicant in the Common Areas and Facilities shall stand varied accordingly without any claim from the Applicant.
- 6.2 The Applicant shall after taking possession of the Apartment, as the case may be, or at any time thereafter have no objection to the Company developing or continuing with the development of other Apartments adjoining the Apartment sold to the Applicant.
- 6.3 The Company shall be liable to pay all local taxes including house tax, water tax, sewer tax, assessed or imposed by municipal or other authorities, whether levied presently or in future, in respect of the Apartment until the Sub- Lease Deed has been executed in favour of the Applicant.

Signature of Applicant

Signature of Co-Applicants

6.4 The Common Areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said places, sites until the same are transferred/assigned to the Association.

7. Events of Default:

7.1 It is specifically being made clear to the Applicant that all defaults/ breaches and/ or non- compliance of any of the terms and conditions under the Agreement shall be deemed to be events of default liable for consequences including cancellation/ termination of the allotment of the Apartment and forfeiture of the Earnest Money or payment of damages, compensation or rectification of the default etc. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- a) Failure to make payments within the time stipulated in the Payment Plan and failure to pay stamp duty, legal charges, registration and any incidental charges, any increases in security deposited including but not limited to maintenance security deposit, any other charges, deposits, fee, taxes etc., as the case may be, notified by the Company to the Applicant and all other defaults of similar nature.
 - b) Failure to perform and/ or observe any of the obligations of the Applicant as contained in the Agreement if the Applicant fails to execute any other deed/ documents/ undertaking/ indemnities etc., as may be warranted or called for or failure to perform any other obligation in relation to the said allotment of Apartment.
 - c) Failure to take possession of the Apartment within the time stipulated by the Company.
 - d) Failure to pay on or before its due date the maintenance charges, IFMS or any increases in respect thereof as demanded by the Company or its nominee or any association of apartment owners.
 - e) Failure to execute the Maintenance Agreement with the Company or its nominated Maintenance Agency.
 - f) Failure to execute the Sub- Lease Deed/ Conveyance Deed within the time stipulated by the Company.
 - g) Assignment of Apartment or any right, interest of the Applicant in the Apartment, before possession, without prior written consent of the Company.
 - h) Death of the Applicant or anyone of the joint Applicants
 - i) Dishonour of any cheque given by the Applicant for any reason whatsoever.
 - j) Sale/ transfer/ disposal of the parking space by the Applicant in any manner except with the Apartment.
- Any other acts, deeds or things which the Applicant may omit or fail to perform in terms of allotment under the Agreement, any undertaking, affidavit, indemnity, agreement etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Applicant agrees and confirms that the decision of the Company in this regard shall be final and binding on the Applicant.

8. Miscellaneous:

8.1 The Project/ Complex shall always be known as “IITL NIMBUS THE GOLDEN PALMS” and this name shall never be changed by the Applicant or anyone else.

Signature of Applicant

Signature of Co-Applicants

- 8.2 The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
- 8.3 The Company has the absolute right to change the payment plan without prior intimation or approval of the client in the event of default of payment for more than 30 days as per clause 7.1.
- 8.4 The Applicant understands that the final allotment of the Apartment is entirely at the discretion of the Company.
- 8.5 The Applicant shall not do any act or deed or thing to obstruct the construction and completion of the Apartment/ Complex in any manner whatsoever.
- 8.6 If the Applicant has any commitment to pay any commission or brokerage to any person for services rendered to the Applicant for the allotment of the Apartment, the Company shall in no way be responsible or liable therefor and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Company for the allotment of the Apartment. Further, the Applicant undertakes to indemnify and hold harmless the Company from and against any or all liabilities and expenses in this connection.
- 8.7 The Applicant agrees that all and any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably or through mutual discussion, failing which the same shall be settled through arbitration. The disputes shall be settled through sole arbitrator appointed by the Company and Applicant, whose decision shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 and/ or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at Delhi/ New Delhi only.

The Applicant has fully read and understood the above mentioned terms and conditions and agrees to abide by the same.

Date:

SIGNATURE OF THE FIRST APPLICANT

Place:

SIGNATURE OF THE SECOND APPLICANT

SIGNATURE OF THE THIRD APPLICANT

Signature of Applicant

Signature of Co-Applicants