

Application Form

ERA LANDMARKS (I) Ltd.
Registered Office
 153, Okhla Industrial Estate,
 Ph-3, New Delhi-20
Head Office:
 B-24, Sec-3
 Noida-201301

Photograph of 1st
Applicant
 (Application will not
 be accepted without
 photographs). Please
 Sign across the
 Photograph.

Photograph of 2nd
Applicant (If any).
 Please Sign across
 the Photograph.

I/We hereby apply for allotment of IT/ITes unit (hereinafter referred to as "said Unit") in the Complex, known as "IT SQUARE" situated at Plot No. 21, Knowledge Park III, Greater Noida, Uttar Pradesh, INDIA.

Upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the company, the agreement and/or Allotment Letter, the contents of which have been read and understood by me/us which contain the detailed terms and conditions of application and/or such other corresponding documents/ Agreements as prescribed and desired by the Company/GNIDA on their standard formats.

I/We also agree to abide by the General Terms & Conditions of booking as enclosed hereto.

I/We remit herewith a sum of Rs (Rupees.....) by Bank Draft/Cheque No..... dated..... drawn on..... being the booking amount of the said Unit.

I/We have perused the "Price List-cum-Payment Plan" and agree to pay as per the Payment Plan annexed hereto.

SOLE/FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph)

Mr./Ms.....
 S/W/D of.....
 Guardian's Name (if minor).....
 Date of Birth..... Nationality.....
 PAN..... Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()
 Student () Housewife () Any Other.....(Please specify)

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

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

(Please specify)

Correspondence Address

..... Pin

Permanent Address.....

..... Pin

Phone No.....ISD/STD Code.....

Office Address..... Pin

Contact No. Office.....Residence.....Mobile.....

Fax.....E-mail.....

SECOND APPLICANT

(Compulsory to fill all the details, if applicable, along with passport size photograph)

Mr./Ms.....

S/W/D of.....

Guardian's Name (if minor).....

Date of Birth.....Nationality.....

PAN.....Ward/Circle/Range (Where assessed).....

Occupation: Service () Professional () Business ()

Student () Housewife () Any Other.....(Please specify)

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

(Please specify).....

Correspondence Address

..... Pin

Permanent Address.....

..... Pin

Phone No.....ISD/STD Code.....

Office Address..... Pin

Contact No. Office.....Residence.....Mobile.....

Fax.....E-mail.....

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

Property Applied For: (i) Flat () Please Specify.

Reserved Parking: (i) Covered () Open () Not Applicable ()

UNIT DETAILS:

Block No..... Unit NoFloor No

Type Super Built-up Area Sq.Ft./Sq.Mt (approx.) Terrace Area (if applicable)
.....Sq.Ft./Sq.Mt.

Payment Plan:

Cash Down Plan Discounted Cash Down Plan Construction Linked Plan

Mode of Booking: Direct Broker

Broker Details:

Employee Details:

Amount Payable:

(i) Basic Consideration Price	Rs.....
(ii) EDC & IDC, if any	Rs.....
(ii) EEC/FFC/Electrical & Water Securities (if applicable)	Rs.....
(iii) Preferential Location Charges (if applicable)	Rs.....
(iv) Parking Space Charges (Covered/Open)	Rs.....
(v) Club Membership Charges	Rs.....
(vi) Interest Free Maintenance Security	Rs.....
(vii) Registration & Stamp Duty Charges	Rs.....
(viii) Power Back up Charges	Rs.....
(ix) Other charges, if any	Rs.....
Total Payable	Rs.....

I/we, the above applicant(s) do hereby declare that the above particulars / information given by me / us are true and correct and nothing material has been concealed there from.

Date:

Note: All Cheques/Drafts to be made in favour of "ERA Landmarks (I) Ltd." payable at New Delhi/ Delhi/ Noida only. All amounts received from intending Allottee(s) other than Indian Resident shall be from NRE/ Foreign Currency Account Only. The Allotment to Non-Resident and Nationals of Indian origin shall be subject to Indian laws.

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

FOR OFFICE USE ONLY

(i) Application Status: Accepted Rejected

(ii) **UNIT DETAILS (strike off whichever is not applicable):**

Unit No..... Block No.....
Type Super Built-up Area Sq.Ft./Sq.Mt(approx.) Terrace Area (if applicable)
..... Sq.Ft./Sq.Mt.

Amount Payable:

- (i) Basic Consideration Price Rs.....
- (ii) EDC and IDC Rs.....
- (ii) EEC/FFC/Electrical & Water Securities (if applicable) Rs.....
- (iii) Preferential Location Charges (if applicable) Rs.....
- (v) Parking Space Charges (Covered/Open) Rs.....
- (v) Club Membership Charges Rs.....
- (vi) Interest Free Maintenance Security Rs.....
- (vii) Registration & Stamp Duty Charges Rs.....
- (viii) Power Back up Charges Rs.....
- (ix) Other charges, if any Rs.....
- Total Payable** Rs.....

(1) Payment Plan: Cash Down Plan Discounted Cash Down Plan Construction Linked Plan

(2) Type of Account: SB / CA / NRE

(3) Booking Amount Received vide Rt. No.....dated.....

For Rs (Rupees)

(4) Special Instructions / Remarks.....

(5) Mode of Booking: Direct / Broker

(If Broker: Name & Address with Stamp

Employee Code

Verified By:

Date:

(Authorized Signatory)

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

TERMS & CONDITIONS:

GENERAL TERMS & CONDITIONS FOR PROVISIONAL BOOKING OF IT/ITes UNIT (HEREINAFTER REFERRED TO AS THE SAID "UNIT") IN "IT SQUARE" SITUATED AT PLOT NO. 21, KNOWLEDGE PARK III, GREATER NOIDA, UTTAR PRADESH, INDIA.

1. **THAT** the applicant(s) has applied for provisional allotment of a Unit in "IT SQUARE" situated at Plot No. 21, Knowledge Park III, Greater Noida, Uttar Pradesh, INDIA, which proposed to be developed, with full knowledge of laws, notifications, rules as applicable to this area.
2. **THAT** the applicant(s) has fully satisfied himself about the interest and title of the Company in the land comprised in "IT SQUARE". The applicant(s) has satisfied himself/herself about the interest and rights of the Company in the land on which the said Units are being constructed and have understood all the limitations and obligations in respect thereof imposed by Greater Noida Industrial Development Authority (GNIDA) and other authorities while granting lease hold rights to its associate company M/s Prasandi Infotech SQUARE Pvt. Limited., over which the Company has got absolute development and marketing rights as per the understanding with M/s Prasandi Infotech Square Pvt. Limited.. The applicant(s) has seen and accepted the plans, designs, specifications which are tentative and the applicant(s) is making the application with full knowledge thereof. However the applicant(s) is aware that the above mentioned plans and specifications are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recasted as the Company may consider necessary or as directed by the Competent Authority or by Architect at any time after / during the building plans for the project are sanctioned/being sanctioned.
3. **THAT** the performance by the developer of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various authorities / GNIDA / local bodies / departments / from time to time, subject to all applicable laws, notifications, conditions imposed by these authorities.
4. **THAT** the applicant(s) has clearly understood that this application does not constitute any offer of allotment or allotment or any Agreement to sell and the applicant(s) do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after the applicant(s) signs and executes the Agreement(s) on the Company's standard format as per the terms and conditions of GNIDA/any other authority and the applicant(s) agreeing to abide by the terms and conditions laid down therein and that the allotment shall become final and binding upon the Company. If, however, the applicant(s) fail to execute and return the Agreement within thirty (30) days from the date of its dispatch by the Company, then the allotment shall stand cancelled, and the earnest money paid by me/us shall stand forfeited.
5. **THAT** the applicant(s) has made this application with full knowledge that the plans for the Building in which the Unit applied for will be located, are sanctioned by the competent authority and that in case for any reason(s) the same are cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received and that upon such refund, the applicant(s) shall not have any further rights, claims etc. against the Company/its subsidiaries and/or the Scheduled Property Owners and that the Company/its subsidiaries and/or the Scheduled Property Owners shall be released and discharged from all its obligations and liabilities.
6. **THAT** the applicant(s) shall pay to the Company the entire consideration as per the Payment Plan annexed hereto. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said unit it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or another applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this application or Allotment Letter and Agreement(s). Any refund, transfer of security, if provided in terms of the Allotment Letter and Agreement(s) shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The applicant(s) understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The applicant(s) shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.
7. **THAT** the applicant(s) shall pay the basic price and other charges on the basis of "Super Built up Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The basic price of the Unit is firm.
8. **THAT** the Company apart from basic price shall fix Preferential Location Charges (PLC) for certain Units in the complex and if applicant(s) opts for booking of any such Unit, he/she shall be liable to pay such charges as fixed & demanded by the company from time to time.
9. **THAT** the External Development Charges (EDC) and Infrastructure Development Charges (IDC) and would be charged extra, if applied, and are not included in the basic sale price of the Unit. Any increase in EDC and IDC and other levies shall be to the sole account of the Applicant(s) only.

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

10. **THAT** the timely payment of installments as indicated in the Payment Plan/Schedule of Payments is the essence of the Allotment/Booking. If any installment is delayed / not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay, however, if the same remains in arrears for more than two consecutive installments (In case of Installment Plan) or it remains in arrear for more than 30 days (In case of Down Payment Plan) or it remains in arrear for more than 45 days (In case of Construction Linked Plan), the allotment shall automatically stand cancelled without any further intimation to the Applicant(s) and the Applicant(s) shall have no right or lien whatsoever on the Unit. In such case, the amount deposited up to 15% of the Basic Price of the Unit, constituting the Earnest Money shall stand forfeited and the balance amount paid, if any, shall be refunded without any interest. However, the Company may, at its sole discretion, condone the delay in payment by charging interest @ 18% per annum. In such a case the company may restore the allotment by allotting the allotted Unit or an alternate Unit, subject to availability, which may be offered in lieu of the same.
11. **THAT the Earnest Money** shall be deemed to be 15% of the consideration of the Unit.
12. **THAT** all existing and future taxes and statutory levies, rents, charges, cess, duty etc. demanded and imposed by the Government or other Statutory Authorities in relation to "IT SQUARE", shall be payable by the Applicant(s) on pro-rata basis from the date of booking as and when demanded by the company over and above the basic price of the Unit.
13. **THAT** the development of the Unit is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/Court of Law / Public / Competent Authority or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim or objection from the Applicant(s).
14. **THAT** the possession of Unit shall be delivered by the Company to the Applicant(s) subject to Force Majeure circumstances and upon execution of Agreement(s) on or before 30th September 2008 with a grace period of six months provided all amounts due and payable by the applicant(s) as provided herein have been paid to the Company. It is, however, understood between the Parties that various Blocks/Towers comprised in the Complex shall be ready and may be completed in phases and after the completion of the Units, the same shall be handed over to the respective Buyers of different Towers. The Company shall be entitled to reasonable extension in delivery of possession to the Buyer of Unit in the event of any default or negligence attributable to the applicant's fulfillment of terms & Conditions of Allotment or any delay for the reason beyond the control of the Company.
15. **THAT** in case of buyers making 95% of BSP and opting Cash Down Plan, the company shall pay to such applicants/buyer's _____% p.a. as assured return on the amount so received by the company from the date of receipt of payment till handing over of possession which shall be paid at quarterly intervals. In case of buyers opting Discounted Cash Down Plan, the company shall pay, at the time of possession, proportionate discount on the basis of discount provided at the time of booking for any delay in offer of possession beyond 30th September 2008. In case of buyer's opting any other plan including Construction Linked Plan and Discounted Cash Down Plan the Company shall pay to the applicant, after handing over of the possession of the Unit to the applicant, an amount equivalent to _____% p.a. as rental in the form of assured return on the amount so received. It is agreed and understood by the applicant hereto, that after the Unit has been leased out, for at least one Lease term and / or period of three years from the date of offer of possession, whichever is earlier, the Company shall have no liability whatsoever under this clause or the lease negotiated or otherwise, and the Company shall stand completely discharged; absolved and relieved of all obligations hereunder qua Assured Return, etc. However, The Lease rights of the said Unit shall always remain with the Company. Service charges for such services shall be paid by the applicant to the Company. It is agreed and understood that all the payments/returns under this clause shall be subject to deduction of TDS.
16. **THAT** the applicant(s) hereby authorizes and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivable of his / her / their Unit subject to the Unit being free of any encumbrances at the time of execution of Agreement for title documents. The Company / Financial Institution / Bank shall always have the first lien / charge on the said Unit for all its dues and other sums payable by the applicant(s) or in respect of the loan granted for the purpose of the construction of the said Building / Residential Complex. In case of the applicant(s) who has opted for long-term payment plan arrangement with any financial institutions / banks; the conveyance of the Unit in favour of the applicant(s) shall be executed only upon the Company receiving No Objection Certificate (NOC) from such financial institutions/banks.
17. **THAT** in case the applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Unit, the Company shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan shall rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause 10 as above.
18. **THAT** the Applicant(s) shall not be entitled to transfer the said unit and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the company and the Company, in its sole discretion, allow or refuse the same on such terms and conditions as it may deem fit and proper. In case of Applicant(s) seeking transfer of the allotment, the Applicant(s) shall be permitted to do so only on

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

submission of appropriate letter of request for transfer of allotment in favour of the subsequent prospective buyer / person in whose favour the Applicant(s) seek transfer. The said letter of request would be duly signed by all the concerned parties and would be accompanied by a no objection letter/certificate from the concerned Employer / Financial Institutions or Banks where the payment against the said booking was made by the Applicant(s) by raising funds / loans from any Employer / Financial Institutions / Banks. The Allottee shall have to pay transfer fee / charges and the administrative charges to the Company as per company policy for effecting such transfer or allotment. However, company reserves the right to revise transfer charges at any time without giving any prior notice to the Applicant(s).

19. **THAT**, in case of cancellation and / or transfer of the said unit, if booked through broker, the applicant shall bring no objection certificate (NOC) from such broker. In the absence of such NOC from broker, the request of applicant(s) shall not be entertained at any cost.
20. **THAT**, if for any reason, the Company is not in a position to allot the Unit applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited. However, the Company shall not be liable for any other damages/compensation on this account.
21. **THAT** Allotment made to the Applicant(s) shall be provisional, and the Company shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, Floor, Block and number of the Unit, number of tower, and increase/decrease in the area of Unit. The opinion of Company's Architects on such changes shall be final and binding on the Applicant(s). To implement any such change and if considered necessary a supplementary document, shall be executed with the Applicant(s). Further, if there is any increase/decrease in the Super Area of the Unit, revised price shall be payable / adjustable at the original rate at which the Unit has been booked for allotment.
22. **THAT** the specifications of the Unit are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
23. **THAT** after completion of Unit and receipt of full consideration and other charges, if any, payable by the applicant(s), Agreements shall be executed in favor of the applicant(s) on the format approved by the Company/GNIDA as per the rules, regulations and limitations of GNIDA. All expenses towards execution of such agreements and documents shall be borne by applicant(s) only. The applicant(s) shall remain present before the Authority at the time of registration of the Agreement(s), if required.
24. **THAT** the actual physical possession of the Unit shall be taken by the applicant(s) after clearance of total consideration and other charges including the Stamp Duty Charges.
25. **THAT** the applicant(s) shall also sign and execute a separate document for upkeep and maintenance of the common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Unit.
26. **THAT** the applicant(s) shall pay maintenance charges, over and above the basic price of the Unit, for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Unit) in the Complex, as determined by the Company or its nominated agency.
27. **THAT** in view of the importance of signages for a successful commercial development, the applicant(s) has specifically agreed and understood that the Company shall have absolute right on the signage inside / outside / near, within or on the face of the said Building/Tower and the Company may determine and allow the usage by the occupier of such signage at its own discretion. The Company shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/ interior of the Building/ Tower. All external walls, windows, passages, common areas, other allottee's property etc. shall never be occupied by the applicant(s). All signage/ publicity/ advertisement materials or display board installed, air-conditioning units or generators installed or no other activity shall be done by the applicant(s) which spoils the aesthetics of the building or area or which causes noise pollution or any other inconvenience to any other party or the developer. For putting names of the various occupiers, the Company shall make provisions which shall be the part of maintenance agreement to be executed by the Applicant(s). The National/ Multinational companies, firms etc. desirous to displaying their publicity or advertisement materials inside or outside the boundary wall or anywhere in the common area for public view shall apply in writing to the Management of the Era Landmarks (India) Ltd. (Developer/Company). And only after approval by the Company in writing, the publicity/ advertisement material shall be displayed by the applicant(s) at his/her/its own cost. The aforementioned publicity/ advertisement revenue shall go to the Developer/Company.
28. **THAT** the scope of this application / booking is limited to the unit applied / allotted to the applicant(s). The roof right shall remain with the Company. In the event of increase of the FAR and further construction over the last floor is permitted by the competent authorities, the Company shall be entitled to construct further floors to his convenience.
29. **THAT** the Company shall always have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s) / allottee(s) to the Company.
30. **THAT** all common areas, terraces, lifts, common walls etc. will be strictly under the supervision and possession of the Company or the facility management company.

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

31. **THAT** Car parking (covered & open) of the space is not included in the super built up area and the same shall be provided at the sole discretion of the developer on rental and/or any other basis.
32. **THAT** in case of any loss to the applicant(s) due to fall in prices of Real Estate and other unforeseen risks/ liabilities, the Company shall not be responsible for the losses to the applicant(s).
33. **THAT** the Company shall provide Fire Safety measures as per existing Fire Safety Code / Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further Fire Safety means are required to be provided, applicant(s) shall pay for the same, on pro-rata basis.
34. **THAT** the applicant(s) shall get his / her complete address registered with the Company at the time of booking and it shall be his / her / their responsibility to inform the Company by Registered AD letter about all subsequent changes., if any, in his / her address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to have been received by him / her / them at the time when those should ordinarily reach such address. The applicant(s) shall be responsible for any default in payment and/or other consequences that might occur there from.
35. **THAT** in case there are joint applicant, all communications shall be sent by the Company to the applicant whose name appears first and at the address given by him in this application, and the same shall, for all purpose, be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s).
36. **THAT** the applicant(s) undertakes to abide by all laws, rules and regulations including all laws, rules, regulations, notifications etc. of GNIDA or any other law as may be made applicable to the said Unit / complex.
37. **THAT** the applicant(s) shall comply with all legal requirements to facilitate the allotment of immovable property wherever applicable, after execution of the agreement/Allotment letter. The applicant(s) shall accept and sign all requisite applications, forms, affidavits, undertakings, agreements, documents etc. as required for the purpose by the Company and/or GNIDA and/or any other authority.
38. **THAT** the allotment of Unit is at the discretion of the Company and the Company has a right to reject any offer / application without assigning any reason.
39. **THAT** the aforementioned terms and conditions are not exhaustive and are merely indicative which shall be superseded by the detailed agreement to be executed by the applicant(s). A copy of this application form bearing my/ our signature(s) has been given to me by the Developer for future reference and record.
40. **THAT** All or any dispute arising out of or touching upon or in relation to the terms of this Application or any Agreement thereof, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by, the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Company alone in New Delhi only by a Sole Arbitrator who shall be appointed by the Managing Director of the company.
41. **THAT** Delhi Courts only shall have the jurisdiction in all matters arising out of and/or concerning this transaction. All disputes shall be governed by Indian laws.

Declaration

I/We declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me / us.

Place.....

Dated.....

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)