

## APPLICATION FORM

APPLICATION FOR ALLOTMENT OF COMMERCIAL UNIT IN THE TECHNOLOGY PARK PROJECT  
NAMED "DARSONS & KISSONS iVALLEY" IN SECTOR-8, IMT MANESAR, HARYANA, INDIA

M/s Vigneshwara Developers Private Limited  
D-16/C, Bhagwani House, Hauz Khas  
New Delhi-110016, **INDIA**

Dear Sir/s,

I/We request that I/we may be registered for allotment of a Commercial Unit in your upcoming Technology Park Project "Darsons & Kissons iValley" being developed and constructed by your Company on the Technology Park Plot No. CP-02, Sector-8, IMTManesar, Haryana.

I/We agree to sign and execute, as and when desired by the company (on confirmation of allotment), the Allotment Letter/Buyer's Agreement/Grant of Lease on the Company's standard format contents whereof have been read and understood by me/us and I/we shall be bound by them. I/We agree to abide by the terms & conditions enclosed with this application form.

I/We remit herewith a sum of Rs. .... (Rupees ..... only)  
by Bank Draft/Cheque No. .... dated ..... drawn on ..... Bank  
payable at Delhi/ New Delhi towards the booking amount or part thereof/earnest money or part thereof (All drafts and cheques to be drawn in favour of VIGNESHWARA DEVELOPERS PRIVATE LIMITED. Payable at Delhi/New Delhi).

I/We further agree to pay the installments of basic cost and allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by mc. \_\_\_\_\_

My/Our particulars are given below:-

1. First Applicant Mr./Mrs./Ms.....  
Son/Wife/Daughter of Mr./Mrs.....  
Date ..... of ..... Birth..... **Photograph**  
Profession.....  
Company/Firm Name.....  
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin  
Nationality.....  
Residential Address.....  
Office.....  
Tel. Res..... Off..... Mobile.....  
Fax No..... E-Mail.....  
Marital Status..... No. of Children.....  
Income Tax Permanent Account No/Ward No.....  
Passport No.....
2. Second Applicant Mr./Mrs./Ms.....  
Son/Wife/Daughter of Mr./Mrs.....  
Date of Birth.....  
Profession..... **Photograph**  
Company/Firm Name.....  
Residential Status: Resident/Non-Resident/Foreign National of Indian Origin  
Nationality.....  
Residential Address.....  
Office.....  
Tel. Res..... Off..... Mobile.....  
Fax No..... E-Mail.....  
Marital Status..... No. of Children.....  
Income Tax Permanent Account No/ Ward No.....  
Passport No.....

3. Details of Unit

(i) Unit No.....(ii) Block/Tower Name.....  
 (iii) floor.....(iv) Super Built up Area\_\_\_Sq./Mtr. (.....Sq.Ft.)

4. Payment Plan Option: (A) Down Payment Plan (B) Construction Linked Plan

5. Basic Price (BP): Rs.....  
 Interest Bearing Maintenance Security Rs.....  
 PLC (if any): Rs.....  
 Other (if any): Rs.....  
 Car Parking:  
     Covered (/I  
     Open (\* 1  
 Store (Basement) Rs.....  
 Terrace Charges @Rs.....Sq. ft. Total Charges Rs..  
 Power Backup Charges Rs.....  
 Club Membership Charges Rs.....  
 ECC & FFC charges Rs.....  
 Lease Rem Charges Rs.....  
 Total cost of the Commercial Unit Rs.....

Note: Interest bearing maintenance security @ 5% of Basic Price ("BP") shall be paid extra and shall carry simple bank interest p.a. at prevailing bank rate for the period the company retains it.

PLC @ 5% of the BP shall be applicable subject to a maximum of 10% as applicable on allotment. Charges applicable on Car parking, Basement Stote, Tettace Charges, Power Back Up Charges, Club Membership Charges F.CC & FFC" Charges, Lease Ret)t Charges are applicable on Allotment and are additional.

I/we the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. I/We agree that any allotment based on this application shall be subject to the basic terms and conditions attached to this applicant. I/We shall abide by the terms and conditions, and the payment plans, attached to this application, and which shall ipso-facio be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the Flat, my/our claim shall be limited only to the refund of the deposited amount without any interest.

Name of the Applicant (s) Signature of Applicant (s)  
 Place^ \_\_\_\_\_ Dare\_\_\_\_\_

FOR OFFICE USE ONLY  
RECEIVING OFFICER

Name.....Signature.....Date.....

6. BOOKING: DIRECT/THROUGH SALES ORGANISER

7. Sales Organisers Name & Address, Stamp with signature.....

8. Check List for Receiving Officer

(a) Booking Amount

(b) PAN No. & copy of PAN Card/Undertaking

(c) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution

(d) For Foreign National of Indian origin: Passport photocopy/ funds from NRE/FCNR A/c

(e) For NRI" Copy of Passport & Payment through NRE/NRO A/c

Date:.....

Place: . . . . . Chief Manager MARKETING

### BASIC TERMS AND CONDITIONS

\* The applicant(s) has applied for allotment of a Commercial Unit (hereinafter referred to as the Unit) proposed to be constructed in the state of the art Technology Park titled "Darsons & Kissons iValley" (said project) being conceived and developed by Vigneshwara Developers Private Limited (hereinafter referred as the Company') at Plot No CP-02, Sector-8, IMT Manesar, Haryana.

? The allotment of the Unit is entirely at the discretion of the Company.

\* The applicant(s) has fully satisfied himself about title, right and interest of the Company in the plot of the land which is allotted to the Company by Haryana State Industrial Development Corporation (State Government Undertaking) on which the Project is being developed and the Allotment is on leasehold basis and has further understood all limitations and obligations in respect thereof.

\* The applicant(s) has examined the plans, designs, specifications of the Unit which are tentative and agree that Company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the interest of the Project or as may be done by any competent authority. The applicant (s) agree 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 will be applicable on the changed area in case of refund or demand.

Timely payment of installments of basic price and allied charges pertaining to the Unit, is the essence of the terms of the booking/allotment. Penal interest @ 18% shall be payable by the applicant(s)/allottee(s) in case of failure to pay the installments and other dues by due dates. However, if payment is not received within 60 days from the due date or in the event of breach of any of the terms and conditions of this allotment by the applicant(s)/allottee(s), the allotment will be cancelled at the discretion of the Company and the earnest money paid to the company by the applicant(s)/allottee(s) shall stand forfeited. The balance amount shall be refundable to the applicant (s) /allottee(s) without any interest, after the said Unit is allotted to some other intending allottee.

All payments by the applicant(s) / allottee(s) shall be made to the Company through demand drafts / cheques drawn upon scheduled banks in favour of "Vigneshwara Developers Private Limited" payable at Delhi/New Delhi only.

Transfer of the said Unit, in case of allotment thereof, by the applicant(s) / allottee(s) shall be permissible at the sole discretion of the Company on payment of such administrative charges as may be fixed by the company from time to time.

All statutory charges and other levies demanded or imposed by the authorities shall be payable proportionately by the applicant(s)/allottee(s) from the date of booking as per demand raised by the Company.

The applicant(s) / allottee(s) of the Unit shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose.

Applicant (s)/ allottee(s), having NRI status or being foreign nationals shall be solely responsible- to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments / considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / the Company, the amount paid towards booking and further consideration will be returned by the Company as per rules without interest and the allotment cancelled forthwith. The Company will not be liable in any manner on such account.

The Company shall 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.

Loans from financial institutions to finance the said Unit may be availed by the applicant(s)/allottee (s). However, the company shall not be responsible in any manner if a particular Institution/Bank refuses to finance the allotted Unit on any ground.

The applicant(s)/allottee(s) undertakes to abide by and comply with all the laws, rules and regulations applicable to the said Unit/Project.

In case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the applicant (s)/allottee(s) without any interest or compensation within six months' from the happening of such eventuality.

\* The Company shall endeavor to give possession of the Unit to the applicant(s) / allottee(s) within 30 months from the date of the Allotment but subject to force majeure circumstances and reasons beyond the control of the company.

The applicant(s) / allottee(s) shall, before taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed/Grant of Lease Deed for the said Unit executed in his favour after paying Registration fee/charges, stamp duty and other charges / expenses.

The applicant (s) / allottee(s) shall use / cause to be used the Said Unit for purposes only as defined by the Haryana State Industrial Development Corporation or any such Statutory Authority, and not for any other purpose.

Detailed terms and conditions shall form part of the Allotment Letter which the applicant(s)/allottee(s) shall execute on confirmation of allotment.

To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant (s) that reference shall be made to the detailed terms of the Allotment Letter, terms whereof has been seen, read and understood/accepted by the applicant(s).

The applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by registered A.D. letter about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur therefrom. In all communications the reference of the allotted Unit must be mentioned clearly.

In case there are joint applicant(s), all communication shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicant(s) and no separate communication shall be necessary to the other named applicant(s). Courts in Delhi alone shall have jurisdiction in case of any dispute. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.

\* Courts in Delhi alone shall have jurisdiction in case of any dispute.

Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.