

APPLICATION FORM

M/s Cyberwalk Tech Park Pvt. Ltd.
6th floor, Office Tower,
Select Citywalk, A-3
District Centre
Saket, New Delhi -110017

SUBJECT: REQUEST FOR ALLOTMENT OF UNIT/SPACE.

Sirs,

I/we the undersigned, request you to allot a unit admeasuring about _____ Square Feet of Super Area to me/us in Technology Park named 'CYBERWALK' being constructed & developed by you at CP-09, Sector 8, IMT Manesar, District Gurgaon, Haryana as per your terms and conditions, which are annexed herewith. I/we have read, understood and signed the annexed terms and conditions and hereby undertake to be bound by the same.

I/we hereby remit a sum of Rs. _____/-
(Rupees _____ only) by way of Demand
Draft/Cheque No. _____ dated _____ drawn on _____ issued in favour of "M/s Cyberwalk
Tech Park Pvt. Ltd.", payable at New Delhi towards earnest money for allotment of requested unit/space.

My/our particulars are given below:

SOLE/FIRST APPLICANT

Name: _____

Date of Birth : _____

S/D/W of: _____

Nationality: _____

Address (Residence): _____

Address (Office): _____

Designation: _____

Employees Code (if any): _____

Phone Nos: (R) _____ (O) _____

(M) _____ (F) _____

Email: _____

Profession: _____

PAN No.: _____

Passport No.: _____



Particulars of nominee

Name: _____

Address: _____

Relation: _____

SECOND APPLICANT (IF APPLICABLE)

Name: _____

Date of Birth: _____

S/D/W of: _____

Nationality: _____

Address (Residence): _____

Address (Office): _____

Designation: _____

Employees Code (if any): _____

Phone Nos: (R) _____ (O) _____

(M) _____ (F) _____

Email: _____

Profession: _____

PAN No.: _____

Passport No.: _____

Particulars of nominee

Name: _____

Address: _____

Relation: _____

I/we understand that basic price/premium for allotment of requested unit/space requested is Rs. _____ /- (Rupees _____

_____ Only) per square feet of super area.

I/we opt for Down Payment Plan or Time Linked Plan (please tick option) for paying



price/premium/consideration of requested unit/space.

I/we enclose herewith, self-attested copies of following documents for your records and reference.

- i. Ration cards/Voter's identity cards
- ii. PAN Cards
- iii. Specimen signatures duly verified by bankers (in original)
(additional documents in cases of artificial persons like companies, societies etc.)
- iv. Memorandum and Articles of Association
- v. Resolution in favour of signatory passed by Board/Governing body (in original)
(additional documents in cases of partnership firms.)
- vi. Partnership Deed
- vii. Letter of authority signed by all partners in favour of signatory
(additional documents in cases of Foreign Nationals & NRIs.)
- viii. Passport & document regarding payment through NRE/NRO/FCNR account.

I/we declare that the particulars given hereinabove are true and correct to my/our knowledge.

Date: _____

Place: _____

Signatures of Applicant(s)

PARTICULARS OF DEALER/BROKER/FACILITATOR/INTERMEDIARY (IF ANY)

Name: _____

Address: _____

Phone No.: _____

Pan No.: _____

Signatures with rubber seal

Name of Signatory: _____

Designation: _____

FOR OFFICE USE ONLY

Application received on _____ by _____

Cheque/draft for booking amount cleared on _____



TERMS AND CONDITIONS

Terms and Conditions attached with application for allotment of unit/space (i.e. the Said Unit) on leasehold basis in Technology Park named "CYBERWALK" (i.e. the Said Complex) being constructed & developed by M/s Cyberwalk Tech Park Pvt. Ltd. having corporate office at 6th floor, Office Tower, Select Citywalk, A-3 District Centre, Saket, New Delhi - 110017 (i.e. the Developer) at CP-09, Sector-8, IMT Manesar, District Gurgaon, Haryana (i.e. the Said Plot).

1. Applicant has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars, zoning plan and policies of HSIIDC & Government including Industrial and Investment Policy, 2011 of Government of Haryana, Estate Management Procedure, 2011 of HSIIDC, which are applicable on the said plot and Said Complex. Applicant has also checked, verified and satisfied himself regarding authorities and entitlements of the Developer to construct and develop the Said Complex on Said Plot.
2. Applicant shall never interfere in activities of the Developer or in construction/ development of Said Complex in any manner, whatsoever. Developer shall be free to decide specifications and designs of Said Unit. Applicant shall not be entitled to enter the Said Complex or the Said Unit till such time formal possession of the Said Unit is offered to the Applicant.
3. Consideration/Price/Premium for allotment and all other charges including common area maintenance charges shall be calculated on the basis of 'super area' of the Said Unit. 'Super area' of the Said Unit includes carpet area of the Said Unit and proportionate share of common area/spaces in Said Complex as well as of the floor on which the Said Unit is located. 'Super area' of 1000 Square Feet will be equivalent to about 650 Square Feet of 'carpet area'. It is clarified that this calculation, i.e. ratio between super area and carpet area is merely tentative, which may vary upon final measurements after completion of construction and development of Said Complex.
4. Space/size of unit, mentioned in accompanying application is tentative and approximate. However the Developer shall endeavor that space/ size of unit requested by Applicant and space/size of the unit finally allotted to him do not vary by more than 15%.
5. Amount equivalent to 15% (Fifteen percent) of total basic price/premium shall be deemed / considered as 'earnest money' for allotment of Said Unit. This earnest money shall stand forfeited by the Developer in case of non fulfillment of these terms & conditions and also those of other documents/indentures executed between the Applicant and the Developer.
6. In addition to basic price/premium, Applicant may also be required to pay preferential location charges, parking charges, power back up charges, utility connection charges, charges for fire fighting equipment and other additional charges which the Developer may impose/levy at such stage, which the Developer may consider appropriate. Applicant shall also be liable to additionally pay all Statutory Charges/Taxes including the proportionate External Development Charges & Infrastructural Development Charges (including escalations thereof) which the Government of Haryana / HSIIDC or any other local body or authority may impose/levy, on Said Plot/Said Complex, Service Tax or any other Tax/levy, if applicable, on any amount payable by the Applicant for allotment of Said Unit and/or use thereof and/or on any other account shall be borne and paid by the Applicant, additionally.
7. Timely payment by Applicant of installments of the total consideration/price/premium for allotment of Said Unit, as per payment plan opted by Applicant is essence of this deal. In case Applicant fails to pay any of the installments within 30 (Thirty) days of demand thereof by the Developer, the Developer shall be entitled to unilaterally cancel the accompanying application and forfeit the earnest money paid by the Applicant.
8. Applicant shall make all payments towards the consideration/price/premium for allotment of Said Unit by way of cheques/drafts/pay orders issued in favour of M/s Cyberwalk Tech Park Pvt. Ltd. (payable at New Delhi) all cheques/drafts/pay orders shall be accepted by Developer subject to their realization.
9. Subject to compliance of all terms & conditions of allotment, Developer's guidelines and payment of total consideration/price/premium of Said Unit by the Applicant to the Developer, the Developer shall confirm allotment of Said Unit by executing an Agreement of the Said Unit in favour of the Applicant. The Lease Deed in respect of the Said Unit shall be executed and registered in accordance with the law. All expenses



and charges (payable to any Local Authority/HSIIDC and including Stamp Duty) involved in the registration of the Lease Deed including renewals thereof shall be borne exclusively by the Applicant.

10. Prior to execution of lease deed, the Developer may at any stage and at any time reject/cancel the accompanying application unilaterally and in case of such rejection/cancellation/revocation by the Developer, the Applicant shall not be entitled to claim anything except the refund of amount paid/deposited by him. The Developer in the eventuality of applicability of this clause shall also pay to the Applicant interest calculated @ 7.5% (Seven and Half Percent) per annum on the amount paid/deposited from the date of payment/deposit by the Applicant till the date of refund by the Developer.

11. Applicant shall not be entitled to allotment of any particular or specific unit in Said Complex. Location of unit to be allotted shall be determined by the Developer, exclusively.

12. Developer will give possession of Said Unit in raw/bare shell condition. Applicant shall do flooring, internal wiring, internal settings and install necessary fixtures and electrical accessories and do other works of internal decoration in the Said Unit at his own cost in accordance with the Fit-Out Policy of the Said Complex. Developer may offer possession of Said Unit for fit outs even prior to issuance of occupation certificate with respect to the Said Complex/Said Unit by competent authorities. It is expected that the Developer will offer possession of the Said Unit for fit outs within a period of one year from the date of accompanying application.

13. Applicant shall additionally regularly pay on monthly basis proportionate charges for maintaining common areas and providing common facilities in Said Complex in accordance with bills raised by the Developer or its nominated maintenance agency. Common area maintenance charges shall also include all Taxes/charges/levies (including House Tax, Property Tax, Municipal Tax, etc.) applicable on Said Complex.

14. Applicant shall deposit and always keep deposited with the Developer or its nominated maintenance agency, "Maintenance Security" and shall also make contribution to the Sinking Fund (maintained for replacing/repairing equipments providing common facilities) at rates, declared by Developer in Maintenance Policy of Said Complex.

15. Said unit will be a part of Technology Park and can be used only for the purposes specified/declared in applicable zoning plan and Industrial and Investment Policy 2011 of Government of Haryana as amended (or substituted) from time to time. Applicant shall have to follow the conditions for usage of Said Units, as may be imposed by law and Developer.

16. Applicant shall not be entitled to transfer/assign his claims/interests in Said Unit or in accompanying application without prior written approval of the Developer. Developer may in its sole discretion, permit such transfer/assignments on such terms and conditions (including levying of fees/charges) as it may deem fit and proper

17. Subject to prior written approval of Developer (for which the Developer may levy such fees/charges, as the Developer may deem fit and proper) Applicant shall have the right to grant sub-lease of Said Unit. For sub-lease of Said Unit, Applicant shall use only the format of agreement/deed provided by Developer.

18. Applicant shall from time to time execute further documents and agreements including the detailed agreement, Lease deed, Maintenance Policy and Fit Out Policy of Said Complex, as may be required by the Developer in the Developer's standard formats and the allotment shall always be subject to the terms and conditions herein contained and as may be set out in the Agreement, Lease Deed and other documents that may be executed by the Applicant.

19. Foreign Applicant and Applicant having NRI status shall himself be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act. Reserve Bank of India Act and/or any other law governing this transaction/deal including remittance of payments in India and acquisition of immovable properties in India. In case it is ever found that any provision of any applicable law is not complied with, this application shall be liable to be cancelled. In such a situation Developer shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the Applicant to the Developer for the Said Unit after deducting broker's commissions/discounts and interest on unpaid/late installments. All other financial and penal consequences (if any) shall be borne exclusively by Applicant himself.



20. Subject to what has been stated in other terms and conditions, Applicant shall not be entitled to seek cancellation of accompanying application under any circumstances, whatsoever. However the Developer may in its sole discretion/prerogative accept Applicant's request (if any) (which request must be accompanied by 'no objection certificate' of broker) to cancel the accompanying application, but in such a situation the Developer shall be entitled to forfeit the earnest money and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by the Developer on this deal from the amount refundable to the Applicant. Applicant shall not be entitled to claim any interest from the Developer especially under this clause.

21. Developer shall send its all letters/notices and communications to the sole/first Applicant at his residential/office address given in the application form through registered/speed post or through courier. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all the Applicants within 72 (seventy two) hours after dispatch. It is clarified that the Developer shall not be liable to send separate communication, letters and notices to the second/other Applicant(s).

22. No one on behalf of the Developer is authorized to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments made by any person including by any broker.

23. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).

24. In case of any dispute between the parties hereto (including their successors) concerning the accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated exclusively by the Developer. Venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when the need arises. It is clarified that such arbitrator may be associated with the Developer. Applicant shall have no right to challenge the nomination of such arbitrator. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/ agreement between the parties.

25. For all legal matters between the Developer and the Applicant, only the Courts/Tribunals/Forums at Delhi shall have the exclusive jurisdiction.

Signature of Applicant(s)

Date: _____

Place: _____

