

APPLICATION FORM •

LANDMARK
THINK · CREATE · LEAD

LANDMARK HOUSE : 85, Sector - 44, Gurgaon, Haryana
Tel : +91 124 438 0000 Email : info@landmarkgoc.com Web : www.landmarkgoc.com

LBC
LANDMARK
BUSINESS
CENTRE

M/s Landmark Infonet Pvt Ltd
Plot no. 85, Institutional Area,
Sec 44, Gurgaon, Haryana.

Dear Sir,

I/We request that I/We may be registered for provisional allotment ofSq. ft. of Office Space in Landmark Business Centre, proposed to be developed by Landmark Infonet Pvt Ltd. (the 'Company') on a Plot no. 65 situated in Sector 44, Gurgaon, Haryana.

I/We agree to sign and execute, as and when required, the Unit Agreement the terms and conditions of allotment of the Office Space and other related documents on the format provided by the Company.

I/We also agree to abide by the General Terms & Conditions for registration of provisional allotment of area in Landmark Business Centre which I/We have read and completely understood.

I/We further understand that the expression 'Allotment' wherever used herein shall always mean provisional allotment and will remain so till such time a Lease Deed is executed in favour of the intending Allottee(s).

I/We remit herewith a sum of Rs..... (Rupees
.....) by Bank Draft/Cheque No..... dated.....
drawn on.....in favour of "Landmark Infonet Pvt Ltd as the registration
amount for the provisional allotment of the.....Sq. Ft area.

I/We agree to pay the balance amount towards price of the Landmark Business Centre as per the "Payment Plan" annexed hereto as Annexure 'A'.

1. SOLE / FIRST APPLICANT

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

Mr./Ms.....

S/W/D of

Age..... Guardian's Name (In case of minor).....

Nationality.....

Occupation:

Service () Professional () Business () Student () House wife () Any other

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

House No.....Street.....City.....

State.....Country.....Pin.....

E-mailTele No.

Fax no..... Mobile No.

Permanent Address:

House No.....Street.....City.....

State.....Country.....Pin.....

E-mailTele No.

Fax no..... Mobile No.

Income Tax Permanent Account No.....

2. SECOND / JOINT APPLICANT

Mr. /Ms.....

S/W/D of

Age..... Guardian's Name (In case of minor).....

Nationality.....

Occupation:

Service () Professional () Business () Student () House wife () Any other.....

Resident Status:

Resident () Non Resident () Foreign National of Indian Origin ()

Others (Please Specify)

Mailing Address:

House No.....Street.....City.....

State.....Country.....Pin.....

E-mailTele No.

Fax no..... Mobile No.

Permanent Address:

House No.....Street.....City.....

State.....Country.....Pin.....

E-mailTele No.

Fax no..... Mobile No.

Income Tax Permanent Account No.....

3. Details of the Space provisionally applied for:

.....sq.ft.

4. Payment Plan Opted: DOWN PAYMENT PLAN / INSTALMENT PLAN

5. Payment Details:

- Basic Consideration Price Rs.....
- Preferential Location Charges Rs.....
- Interest Free Maintenance Security Deposit Rs.....
- Maintenance Charges Rs.....
- Other charges, if any Rs.....
- Total Payable Rs.....

I/We, the Applicant(s), do hereby declare that my/our registration of provisional allotment of the area of a Unit and that the above particulars/information/details given by me/us are true and correct and nothing has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the Company shall be entitled to forfeit the amount deposited by the Applicant(s).

(i)

(ii)

Sole /First Applicant

Second / Joint Applicant

Date.....

Note:

1. Cheques/Demand Draft towards consideration of the area to be made in favour of "Landmark Infonet Pvt Ltd" payable at New Delhi
- 2) In case, the cheques comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the applicant(s).
- 3) All amounts received from Allottee(s) other than Resident Indian shall be from NRE /NRO/ Foreign Currency Account only.
- 4) Applications shall be considered as incomplete if not accompanied by photographs of the applicant(s)

(FOR OFFICE USE ONLY)

1. Application: Accepted/Rejected
2. Registration for Provisional Allotment of areaSq. Ft.
3. Amount Payable:
 - Basic Consideration Price Rs.....
 - Preferential Location Charges Rs.....
 - Interest Free Maintenance Security Deposit Rs.....
 - Maintenance Charges Rs.....
 - Other charges, if any Rs.....
 - Total Payable Rs.....
4. Payment Plan Opted: DOWN PAYMENT PLAN / INSTALMENT PLAN
5. Registration Amount received vide Receipt. No..... Dated.....
Rs..... (Rupees.....Only)
6. No. of joint holders.....
7. Mode of Booking:

Direct (Ref. if any).....

Broker : (Please affix name and Address and rubber stamp with Tele. No. only)

Name : Broker Stamp
Address :
.....
.....
Tele. No.

TERMS AND CONDITIONS

The following terms & conditions and the payment plans are attached with and are an integral part of the application for Allotment of Office Space (i.e., said unit) for allotment on perpetual leasehold basis in Office named 'LANDMARK BUSINESS CENTRE' (i.e., said Office) being constructed & developed at Plot No. 65, Sector 44, Institutional Area, Gurgaon, Haryana (i.e., said plot) by M/s Landmark Infonet Private Limited, Plot no. 85, Sector 44, Institutional Area, Gurgaon, Haryana (i.e., Company).

1. Basic specification and basic layout of said unit are attached herewith. However, the Company shall have the right to effect suitable alteration in such basic specification and lay out plan, if and when found necessary.
2. Basic Price and other charges payable by applicant(s) for said unit are mentioned in Payment Plan attached herewith. Applicant(s) has to pay these amounts in accordance with Payment Plan opted by applicant(s).
3. All taxes, levies, statutory charges, fees etc. (by whatever names they be called including Service Tax) applicable on said unit or on any payment made or to be made by applicant(s) shall be borne & paid by applicant(s) and if any taxes, levies, statutory charges, fees etc. is imposed on said Office or on said plot or on building containing applicant's unit, applicant(s) shall pay the same in proportion to the super area of said unit.
4. Timely payment by applicant(s) of installment(s) towards consideration / price for allotment of said unit, as per payment plan is the essence of this transaction. In case applicant(s) fails to pay any of the installments in time, Company may at its sole discretion either cancel applicant's Allotment or extend the time for making the payment thereof be levying interest at the rate of eighteen percent per annum on defaulted amount for delayed period.
5. The applicant(s) shall be entitled to get assured returns as per the terms and conditions of the said Payment plan, provided the applicant(s) has made the complete payment at all stages in accordance with the said Payment plan. In case of default in payments as per payment plan, Company shall be discharged from all its liabilities to pay assured returns to applicant(s).
6. Applicant(s) must take the possession of said unit within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to Company constructing or continuing with the construction of remaining structures in said. However all services necessary for making use of said unit like supply of water, electricity and connection to sewerage shall be activated at the time of delivery of possession of said unit.
7. Company shall endeavor to offer possession of said unit to applicant(s) within a period of one year from the date of execution of Unit agreement of said unit. Company shall never be liable to pay any damages / compensation / penalty / interest in case of any delay in offer of possession of said unit.
8. Subject to compliance of all terms and conditions of allotment by applicant(s) and also subject to payment of total consideration / price & other charges applicable on said unit by applicant(s) Company shall effect / cause execution of lease deed of said unit, in accordance with law. This lease shall be perpetual in nature. All expenses (including Stamp Duty) involved in its registration including renewals thereof (if any) shall be borne by applicant(s).
9. The Company is providing other facilities in the Landmark Business Centre Like Conference Hall, Meeting Rooms, Cafeteria and other usable services. These are individual profit centres and all services provided will be paid as per their norms solely decided by the Company. The Company has the complete ownership of these facilities and the allottee does not have any rights in these facilities. The Company reserves the right to make changes as per the layout for the location of these common facilities. These facilities are available for use for the specified unit holder on payment of the applicable charges decided by the Company time to time.

10. Applicant(s) understand and agrees that following charges shall always be attached to said unit-
 - a) Common area maintenance charges [For providing common services and facilities in said unit]
 - b) Business Centre maintenance charges and usage charges of Profit Center situated in the Business Centre.
 - c) Contribution to Sinking Fund [This fund will be used for major repairs or replacement or purchase of new equipments for common use]
 - d) Interest Free Maintenance Security
 - e) Charges for consumption of electricity and water
 - f) Cost of insurance of building
11. Charges mentioned in clause 9 shall be payable to maintenance agency nominated / appointed by Company for rendering common services in said Office. These charges shall be in accordance with the prevailing industry standards. These charges shall be payable by allottee with effect from expiry of thirty days from the date of offer of possession by Company.
12. Said unit shall be located in a Institutional Area Allotted by HUDA being developed in accordance with HUDA Norms and shall be used only for its permitted purpose subservient to the main activities of the project.
13. After handing over of the possession of said unit by Company, applicant(s) shall be liable to make payments of wear and tear and maintenance of said unit which is done by company or its Nominated maintenance agency. Applicant(s) shall never make any structural changes in said unit. Applicant(s) shall not add or remove (either in part or whole) and pillar or RCC slab in said Project (including if same forms part of said unit).
14. Applicant(s) shall be entitled only to the covered area of said unit. Company shall always be free to raise / construct additional floors / units in the building or any additional structure in said Office and to transfer the same to such person(s) on such terms and conditions, which the Company may deem fit and proper. Company shall always be free to change the lay-out plans, building plans and / or floor plans of buildings / structures in said Office in such manner, which the Company may deem fit and proper. Applicant(s) shall never have any objections in these regards.
15. Applicant(s) shall not be entitled to transfer / assign his rights / claims / interests in said unit without prior written approval of the Company. Company may in its sole discretion, permit such transfer / assignment on such terms and conditions (including levying of transfer fees / charges) as it may deem fit and proper. However, there will be no transfer fee for the first transfer of said unit.
16. Company shall execute Unit agreement regarding allotment of said unit only after receiving 100% payment as per the payment plan applicable for the said unit. In case applicant(s) does not execute Unit agreement within a period of thirty days of Company's call in this regard, applicant(s) shall be liable to pay the revised basic price applicable on the date of execution of Unit agreement. Be that as it may, prior to execution of Unit agreement, Company may at any stage and at any time reject / cancel the applicant's application for Allotment of said unit unilaterally without assigning any reason whatsoever and in case of such rejection / cancellation by Company, applicant(s) will be entitled only to the refund of amount paid by him to Company without any interest / penalty / damages / compensation.
17. In case of abandonment of project or if Company is unable to deliver possession of said unit to applicant after execution of Unit agreement, Company's liability shall be limited to refund of amount paid by applicant for said unit along with simple interest thereon calculated @ 9% per annum and Company shall not be liable for any other compensation / damages.
18. Consideration / Price for said unit and all other charges including Common Area Maintenance charges shall be calculated on the basis of 'super area'. 'Super area' includes the area of said unit and proportionate share of common areas / spaces in said Office.
19. Applicant(s) shall make all payments towards consideration / price for allotment of said unit by way of cheques / drafts / pay orders issued in favour of M/s Landmark Infonet Private Limited (payable at New Delhi). All cheques / drafts / pay orders shall be deemed to be accepted by Company subject to their realization only.
20. Amount equivalent to twenty percent of total basic price shall be deemed to be 'earnest money' for said unit. In case, applicant(s) violates any term or condition of application / allotment of said unit, Company shall have the right to cancel the allotment and forfeit the earnest money.
21. Size, number and location of said unit mentioned in application are tentative. However, Company shall endeavor that size of said unit do not vary by more than fifteen percent from what has been stated in application. In case any accounts between Company and applicant(s) will be settled on the basis of actual super area which applicant(s) will finally get.
22. Applicant shall from time to time execute further documents and agreements including the detailed agreement, transfer deed and maintenance agreement, as may be required by Company in Company's standard formats within thirty days of demand of execution of such document by Company, otherwise it will be deemed to be a material breach of terms and conditions by applicant.
23. Applicant has checked, verified and appraised himself with all laws, regulations, notifications, circulars, zoning plan and policies of HUDA, which are applicable on the said plot and said Office. Applicant has also checked, verified and satisfied himself regarding authorities and entitlements of Company to construct and develop the said Office on said plot.
24. Applicant(s) understands and agrees that building plans for said Office; specifications, quality, standard & quantity of material to be used in construction of said Office and nature of facilities to be provided in said Office shall be determined exclusively by Company. Applicant(s) shall have no right to interfere in these matters.
25. Foreign applicants(s), applicants(s) having NRI / PIO 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 including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorized accounts / channels. Company shall not be responsible in any manner if any third party makes any payment / remittances on behalf of applicant(s) and Company shall issue payment receipts in favour of applicant(s) only. All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said unit shall be liable to be cancelled and in such a situation Company shall be entitled to forfeit earnest money and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the Company for said unit after deducting broker's commissions / discounts.
26. Company shall send all letters / notices and communications to the sole / first applicant(s) at his 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(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch. Company shall not be liable to send separate communication, letters and notices to second applicant(s) or to applicant(s) other than the first applicant(s).

27. No one (including any broker / dealer or even any employee of Company) is authorized to make any concession in any of the terms and conditions contained herein. Company shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of Company.
28. 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).
29. This transaction shall be governed by laws of India.
30. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by Company. Venue of arbitration shall be at Gurgaon. 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.

Date: _____

Place: _____

Signature of Sole / First Applicant

Date: _____

Place: _____

Signature of the Second Applicant