

Ansal Properties & Infrastructure Ltd.

(An ISO 9001: 2000 Company)

Regd. Office: 115-Ansal Bhawan, 16-Kasturba Gandhi Marg, New Delhi-110 001

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APPLICATION FORM FOR RESERVATION OF AN UNIT**Corporate Park, Plot No. 7A, Sector 142, Noida, Distt. Gautam Budh Nagar, U.P.**

Dear Sirs,

I/We the undersigned request that built up space may be leased to me/us in accordance with the Company's terms and conditions and under the provisions of Noida Authority, which I/we have read and understood and shall abide by the same as stipulated by your Company.

I/We further agree to sign and execute any necessary agreement to lease or any other document as per statutory requirement, as and when desired by the Company on the Company's standard format. I/We have, in the meantime signed the salient terms and conditions attached to this application form.

I/We remit herewith a sum of Rs..... (Rupees (in words).....) by bank draft/cheque No..... dated..... drawn on..... Bank payable at Delhi as part of non refundable deposit. (All drafts and cheques to be made in favor of M/s Ansal Properties & Infrastructure Limited

I/We agree to pay further installments of sub lease premium as stipulated/called for by the Company and the other charges as and when called for.

My/Our particulars are as follows:-

SOLE/ FIRST APPLICANT

- Mr./Ms./M/s.....
- S/W/D of..... Nationality.....
- Date of Birth/ Date of Incorporation.....
- PAN No. Profession/ Constitution.....
- Residential Status : Resident Indian Non Resident Indian
- Correspondence/registered address.....
- Telephone No..... Fax
- E-mail..... Mobile.....

Signature of Applicant(s) _____

SECOND APPLICANT

- Mr. /Ms. /M/s.....
- S/W/D of..... Nationality.....
- Date of Birth/ Date of Incorporation.....
- PAN No. Profession/ Constitution.....
- Residential Status : Resident Indian Non Resident Indian
- Correspondence/registered address
- Telephone No..... Fax:
- E-mail.....Mobile.....

PARTNERSHIP/ PROPRIETORY FIRM

M/s....., a partnership/ proprietary firm duly registered under provisions of relevant act having its registered office atthrough its duly authorized representative Mr./ Ms./.....(herein after referred to as the "Applicant" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all partners of the Firm/ Proprietor of the Firm and their legal heirs, representatives, administrators, executors, successors and permitted assigns) (Certified copy of the authorization signed by all the Partners required)

COMPANY

M/s , a company registered under the provision of the Companies Act,1956 and having its registered office at through its authorized signatory Mr./ Ms..... duly authorized vide Board resolution dated(Hereinafter referred to as the "Applicant", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) (Certified copy of the Board resolution in favor of Authorized Signatory along with a certified copy of Memorandum & articles of association required)

Payment Plan : 1. Down Payment
2. Installment

Details of Unit to be purchased :

- Type of property : Institutional Space (Non Centrally Air-conditioned)
- Unit Number :
- Block :
- Floor :
- Proposed Usage : (to be provided from Annexure B)

Signature of Applicant(s) _____

- Required area Sq.ft. :
- Basic Rate per Sq.ft. :
- Car Parking Space : Open / Covered
- Storage Space : Yes / No (on sole discretion of developer)
- Booking : Direct / Through Dealer
- Sub Lease Premium of@..... per square feet of super area.
- One time Lease Rent of.....@ Rs. 50/- per square feet of super area.
- Electrification/Power Back up Charges@ Rs. 100/- per square feet of super area..
- Interest Free Maintenance Deposit.....@ Rs. 100/- per square feet of super area.
- Parking Charges INR@ for open/ covered Bay

If through Dealer / Agent give his particulars

Name.....

Address.....

Telephone No.....Fax No.....Mobile.....

Income Tax Permanent Account No.(attach copy) or Form 60

DECLARATION:

I/We the undersigned (Sole / First and Second Applicant/Company/Proprietorship concern) do hereby declare that the above mentioned particulars/information given by me/us is true and correct and nothing has been concealed there from.

Yours faithfully,

Signature of the Applicant(s)/Authorized Signatory

Place.....

Date.....

FOR OFFICE USE ONLY**Application No.**

1. Application Accepted / Rejected

Authorized Signatory

Dated.....

Place.....

Signature of Applicant(s) _____

TERMS & CONDITIONS FOR SUB LEASE

1. Background

- A) New Okhla Industrial Development Authority a body corporate constituted under Section 3 of the U.P. Industrial Area Development Act 1976 has granted approximately 33,181.92 sq. mtrs. of land in Sector 142 NOIDA (the Land) on lease for 90 years to the M/s Sanjivani Herbal Multivit Products Limited a company incorporated and existing under the laws of India with its registered office at 1-A Gulabi Bagh, New Delhi – 110007 ('**Company/ Lessee**'), vide lease dated March 5, 2007 registered vide Bahi no. 1 jild no. 899 page no. 25 to 60 at no. 821 with Sub Registrar III NOIDA for setting up a commercial venture relating to Information technology enabled services, which are more elaborately defined in Annexure A and institutional activities defined in Annexure B. Further NOIDA Authority is in process of granting lease to the lessee of another 7,200 Sq.mts.
- B) Lessee has entered into a development agreement with Ansal Properties & Infrastructure Limited "**Developer**" whereby Developer has been granted exclusive rights to develop/construct and market the built up area constructed on the plot of Land. The Developer has further been granted right to accept advance(s) from the applicants/intending sub lessee and execute Agreement to Lease in respect of the Units for and on behalf of the Lessee. Accordingly the Developer is entitled to receive/collect this application form from the Intending Sub Lessee and also receive payments thereof.
- C) Developer along with its affiliates shall develop design, construct, develop and maintain a building on this plot of land in accordance with the building bye laws and the permission's granted by the competent authority.
- D) Upon completion and building being declared functional by Noida Authority, the Sub Lease Deed will be executed in the office of Registrar of Gautam Budh Nagar between NOIDA authority, lessee and Intending Sub Lessee. The Intending Sub Lessee hereby confirms that the unit shall not be used for any other purpose other than permitted by NOIDA Authority, details of which are enumerated in Annexure 'B' to this Application.

2. Representations

- A) The Intending Sub Lessee has applied for grant of sub-lease with full knowledge and subject to all the laws/notifications/terms and conditions of NOIDA Authority. Further Regulations and Rules applicable to this area in general which have been explained by the Company and has been understood.
- B) The Intending Sub Lessee has fully satisfied himself/herself about the interest and the title of the Company/lessee in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Intending Sub Lessee in this respect.
- C) The Intending Sub Lessee has accepted/seen and verified the plans, designs, elevation, specifications which are tentative and are kept at the Developer's offices and agrees that Lessee or Developer may effect such variations, additions, alterations, deletions and modifications therein as it may, in their sole discretion deem appropriate and fit for project or as may be done by any competent authority and the Intending Sub Lessee hereby gives his/her consent to such variation/addition/alteration/deletion and modification. Further the Lessee or Developer shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
- D) In the event of any increase or decrease in the Super Area as a result of alteration/modification, the revised area in case of increase or decrease under 10% of the original allotted area shall be applicable at the original premium price at which the Said Unit is booked for Sublease and in such cases the Developer shall intimate to the Intending Sub lessee about the changes/revised super area in writing. If there shall be an increase in super area of more than 10% of the original allotted area of the Said Unit, the Intending Sub lessee agrees and shall pay at the price as decided by the Developer. The Intending Sub lessee hereby agrees that any amount refundable due to decrease in super area of the Said Unit shall be payable or refundable without any interest.

3. Timelines

- A) The Developer shall endeavor to offer possession of Said Unit to the Sub lessee within 2 years plus the grace period of 6 months from the date of execution of this agreement of the Said Unit. If construction of Complex/Building (s) is delayed due to any reason beyond the control of the Developer or any act of God or force majeure or as a result of any Act, Notice, Order, Rule or Notifications of the Government and/or any other public or competent Authority or for any other reason beyond the control of the Developer then in any such event the Developer shall be entitled to reasonable extension of time to offer possession of the Said Unit to the Intending Sub Lessee without any penalty or damage. The Intending Sub Lessee shall comply with all the timelines which are enumerated in detail in the payment schedule, in the agreement to sub lease.

Signature of Applicant(s) _____

- B) The Developer shall endeavor to give the possession of the unit to the Intending Sub Lessee within committed period subject to force majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the sub lease premium and other charges due and payable up to the date of possession according to the payment plan applicable to him/her.
- C) The Developer on completion of the construction shall issue final call notice to the Intending Sub Lessee, who shall within 30 days thereof, remit all dues and take possession of the unit. In the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the sub leased unit and shall bear all maintenance charges and any other levies on account of the sub leased unit, thereof.

4. Payment Terms

- A) The Intending Sub Lessee agrees that he/she shall pay the premium of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Delhi only.
- B) The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the Intending Sub Lessee to comply with the terms of payment and other terms and conditions of sale, failing which the Intending Sub Lessee shall have to pay interest @ 18% per annum on the delayed payments and the Developer reserves its right to forfeit the non refundable deposit in the event of irregular /delayed payments / non fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Developer.
- C) The Developer and the Intending Sub Lessee hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 10% of the sub lease premium of the unit will collectively constitute the non refundable deposit. This non refundable deposit shall stand forfeited in case of request for cancellation of reservation of the unit, in case of non fulfillment of these terms and conditions and those of Agreement to Lease as also in the event of failure by the Intending Sub Lessee to sign the Agreement to Sub Lease and further to execute the Sub Lease Deed with Noida Authority upon completion within the time permitted by the Developer.
- D) Apart from the amount enumerated above i.e. Lease Premium, One time lease rent, IFMS, Electrification/power backup Charges, Car Parking etc. which is to be payable to the Developer by intending Sub Lessee, the Intending Sub Lessee shall be further obligated to pay an amount which is levied for grant of permission to Sub Lease the Unit to the Intending Sub Lessee or any other charges as may be levied by any statutory body on the Company/ Developer. Any such charges levied by the statutory body on the Company/ Developer will be borne by the Intending Sub Lessee proportionate to his area.

5. General Terms and Conditions

- A) The Intending Sub Lessee hereby authorizes/permits the Lessee/Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization. The Lessee/Developer/Financial Institution/Bank shall always have the first lien/charge on the said Unit for all dues and other sums payable, in respect of the loan granted for the purpose of development/construction of the said plot. However, the unit will be free of any encumbrance at the time of handover of possession.
- B) The Intending Sub Lessee gives its consent to enter/execute a separate Maintenance Agreement with the Developer or any nominated agency of the Developer as a when desired by the Developer and shall abide by all terms and conditions of the Maintenance Agreement.
- C) That the Intending Sub Lessee shall put up any name or sign board, neon sign, publicity or advertisement material on the external façade of the said not buildings where the built up space/unit is located or Complex or in the common areas. The Developer shall provide specified space for putting up the name, signboard etc, which he agrees to follow strictly. The Intending Sub Lessee agrees to get prior written approval from the DEVELOPER in respect of format, type, design, size, color, material and lettering of the aforesaid signboard/name plate, etc. The Intending Sub Lessee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors/glass and exterior elevation of the building.
- D) The Intending Sub Lessee also agrees that Intending Sub Lessee shall not sell/sublease/transfer, assign or part with lease right title in the said unit, even after the intimation for possession has been sent by the Developer until all dues with regard to the said unit have been paid to the Developer. In case, of any such intention, the Intending Sub Lessee shall also have to get separate written permission for the same and shall be liable to pay charges/processing fees as may be decided by the Developer. Any application for transfer will be admissible only after dues proportionate to 30% of the total sub lease premium of the said unit are paid to the Developer. Furthermore the transfer will be governed by the bylaws of NOIDA, and incase of any transfer charges being levied by authority the same shall be borne by the Intending Sub Lessee.

Signature of Applicant(s) _____

- E) The Intending Sub Lessee hereby specifically agrees that the said lease is subject to the terms and conditions of NOIDA Authority or any other statutory body and is in strict compliance of such conditions.
- F) It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said unit, it shall be the sole responsibility of nonresident/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 regulation of the Reserve Bank of India or any other applicable laws and provide the Developer with all such permissions, approvals. The Developer accepts no responsibility in this regard and the Intending Sub Lessee agrees to keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.
- G) The Intending Sub Lessee recognizes and agrees that the lease premium charged has been arrived at keeping in mind the current cost of construction/development and other services. However, in case of any increase in such costs, may result in the increase of the lease premium, in such cases the same shall be proportionately paid by the Intending Sub Lessee.
- H) The Intending Sub Lessee shall inform in writing, of any change in the mailing address mentioned in this application form, failing which all demand notices etc. by the Developer shall be deemed to have been received by the Intending Sub Lessee.

Annexure 'A' (In case of IT/ITes Unit)

The Sub Lessee shall use the Said Unit in case of opting for office space for the purpose of Information Technology enabled services office only. As per the provisions of the Uttar Pradesh Information Technology Policy, 2004 and Uttar Pradesh government number 2003/78-2005-47IT/2005 dated 28th December 2005 and notification of the Central Board of Direct Taxes, Government of India, the following shall be permissible under the information technology enabled products or services, as the case may be, namely:

- (i) Back-office operations;
- (ii) Call centers;
- (iii) Content development or animation;
- (iv) Data processing;
- (v) Engineering and design;
- (vi) Geographic information system services;
- (vii) Human resource services;
- (viii) Insurance claim processing;
- (ix) Legal databases;
- (x) Medical transcription;
- (xi) Payroll;
- (xii) Remote maintenance;
- (xiii) Revenue accounting;
- (xiv) Support centers;
- (xv) Web-site services;
- (xvi) IT software and hardware education/ IT training institute/ Self tutorial/Computer aided learning/Interactive tutoring/Computer aided educational software and related database/
- (xvii) Telecom Services including telecom services, VSAT, Cellular Companies, Telecom Network Services,
- (xviii) Internet Service providers, other value added services
- (xix) IT Hardware and related services;
- (xx) Cyber café, Cyber Kiosk, Video conferencing centers; and
- (xxi) Other service providers with the intensive use of computers

Signature of Applicant(s) _____

ANNEXURE B**Permitted Usage for Institutional Facilities:**

1. Waiting and transit areas.
2. Areas designated for public utilities.
3. Travel services.
4. Telephone exchange.
5. Electric sub station.
6. Water works.
7. Export related facilities.
8. Canteen/restaurant.
9. Creche & day care centre.
10. Operations and maintenance by specialized agencies.
11. Training centre and library.
12. Health club and gym for users/residents of IT industries and IT enabled services.
13. Games/entertainment room for users/residents of IT industries and IT enabled services.
14. Banking and financial services.
15. Business and financial services.
16. Business centre/conference facilities.
17. Shops.
18. Open eating kiosks.

Signature of Applicant(s) _____