

APPLICATION FORM

M/s Westriver Private Limited
.....
.....
.....

Date of Application:

Dear Sir/Madam,

- A. I/We (hereinafter referred to as “**Applicant**”) hereby submit my/our application form requesting for allotment of (choose any one) as described in this application form (“**Form**”) below (hereinafter referred to as “**Unit**”) in a project/phase by the name and style of “**DASNAC PLACE**”. (“**Project**”) (UPRERA No.....), being developed and promoted by a company incorporated under the provisions of the Companies Act, 1956 as amended from time to time and having its registered office at (PAN) (“**Promoter**”) located at (“**Plot**”).

- B. The Applicant states that it has understood all the terms and conditions as provided in parts A and B of this Form and undertakes to abide by the same. The Applicant further agrees to sign and execute as and when required by the Promoter and to abide by, the agreement for sublease (“**Agreement for Sublease**”) pursuant to which the Unit may allotted by the Promoter, and the terms and conditions including all Schedules therein have been read and vetted by the Applicant along with its legal advisors. The terms which have been used in this Form but not defined herein shall have the meaning assigned to them in the Agreement for Sublease.

- C. The Applicant understands that this Form is not binding on the Promoter and does not confirm an allotment. The allotment of the Unit by the Promoter shall be subject to confirmation by the Promoter, execution of Agreement for Sublease and making timely payments as per agreed payment plan (which shall immediately commence on the date of first payment or date of this Form, whichever is earlier). The Applicant agrees to timely pay the instalments as stipulated/demanded by the Promoter. The Applicant further agrees that in the event of Applicant’s failure to pay the due instalments as per the payment plan, the allotment of the Unit will be cancelled and the Booking Amount (as per the Real Estate (Regulation and Development) Act, 2016 and its rules/ regulations (“**the Act**”), unrecoverable government taxes/ dues and the interest liabilities of the Applicant shall be forfeited by the Promoter.

- D. The Applicant understands that the Promoter has acquired through a lease deed, the leasehold rights, title, interest in the land comprising the ‘Plot’ and the Applicant agrees to abide by the terms & conditions of allotment/ lease and orders/notifications issued with respect to the Plot.

- E. The Applicant confirms that the Applicant has solely relied on and verified/ satisfied itself of the accuracy of authentic and duly signed/ attested promotional material at the office of the Promoter and has read and understood the disclaimers therein and have sought all relevant clarifications from the Promoter. The Applicant further acknowledge that sample flats, pictorial representations in any type of brochure/ advertisement are representative in nature only and the Unit allotted to the Applicant may be different. The Applicant has not relied on any sample flats, pictorial representations in any type of brochure/ advertisement or statements of any third party/ broker/salesman or any other promotion, representation, document/ material of any kind.

- F. The Applicant herewith has remitted a sum of INR (Indian Rupees only) by Credit Card/ Cheque/ Bank Draft/ RTGS No. dated drawn on being the initial earnest money (“**Earnest Money**”) to express interest in allotment of the Unit.

PART A

DETAILS OF THE APPLICANT, UNIT PRICING AND PAYMENT PLAN

1. PARTICULARS OF APPLICANT

(To be filled in case of individual)

Details of the First Applicant:

Name:

Date of Birth:

Nationality:

Father/Mother/Wife/Husband Name:.....

Residential Status: Indian / Non-Resident Indian / OCI / Others

Residential Address:

.....

Tel. (R): (O):.....

Mobile:.....

Email ID:.....

Profession:(Service/Business/Professional)

Employer and Office Address:.....

.....

Office Phone No.:.....

Name/Address of Guardian (in Case of Minor):.....

Relationship:

PAN No:

Aadhar No:

Passport/ Visa/ OCI No:

Please affix passport size photograph of the Applicant
Space for signature

Details of the Second/Joint Applicant:

Name:

Date of Birth:

Nationality:

Father/Mother/Wife/Husband Name:.....

Residential Status: Indian / Non-Resident Indian / OCI / Others

Residential Address:

.....

Tel. (R): (O):.....

Mobile:.....

Email ID:.....

Profession:(Service/Business/Professional)

Employer and Office Address:.....

.....

Office Phone No.:.....

Name/Address of Guardian (in Case of Minor):.....

Relationship:

PAN No:

Aadhar No:

Passport/ Visa/ OCI No:

Please affix passport size photograph of the Joint Applicant
Space for signature

Details of the Third/Joint Applicant:

Please affix passport size photograph of the Joint Applicant

Name:

Date of Birth:

Nationality:

Father/Mother/Wife/Husband Name:.....

Residential Status: Indian / Non-Resident Indian / OCI / Others

Residential Address:

.....

Tel. (R): (O):.....

Mobile:.....

Email ID:.....

Profession:(Service/Business/Professional)

Employer and Office Address:.....

.....

Office Phone No.:.....

Name/Address of Guardian (in Case of Minor):.....

Relationship:

PAN No:

Aadhar No:

Passport/ Visa/ OCI No:

Space for signature

Details of the Fourth/Joint Applicant/ Nominee:

Name:

Date of Birth:

Nationality:

Father/Mother/Wife/Husband Name:.....

Residential Status: Indian / Non-Resident Indian / OCI / Others

Residential Address:

.....

Tel. (R): (O):.....

Mobile:.....

Email ID:.....

Profession:(Service/Business/Professional)

Employer and Office Address:.....

.....

Office Phone No.:.....

Name/Address of Guardian (in Case of Minor):.....

Relationship:

PAN No:

Aadhar No:

Passport/ Visa/ OCI No:

Please affix passport size photograph of the Joint Applicant
Space for signature

(To be filled in case of a Proprietorship/Partnership Firm/Company/Other)

Name:.....

Identification Number:

Registered Address:.....

Resolution Dated:.....

PAN No:.....

Details of Proprietor/Partner/Authorised Person

Name:

Date of Birth:

Nationality:

Father/Mother/Wife/Husband Name:.....

Residential Status: Indian / Non-Resident Indian / OCI / Others

Residential Address:

.....

Tel. (R): (O):.....

Mobile:.....

Email ID:.....

Profession:(Service/Business/Professional)

Employer and Office Address:.....

.....

Office Phone No.:.....

Designation:

PAN No:

Aadhar No:

Passport/ Visa/ OCI No:

Please affix passport size photograph of the Representative
Space for signature

2. DETAILS OF THE UNIT

Usage: Block:
 Unit No.: Floor:
 Carpet Area: (approx. sq.m.) Type:(if any)
 Other Details, if any of the Unit:.....

3. DETAILS OF PRICING

Cost of Unit & Proportionate Cost of Construction of Common Areas & Facilities	INR _____
Taxes	INR _____

Block/Building No. _____ Unit No. _____ Type _____ Floor _____ Carpet Area _____ (square meter)	Rate of Unit INR _____ per square meter.
Unit Price (in rupees)	INR _____

- *All discounts are subject to timely payment and adherence to agreed terms by the Applicant.
- *Unit Price is not the Total Price as stipulated in the Agreement for Sublease and does not include any maintenance charges for any period whatsoever.
- *Raw/ Bare Shell Specifications are Applicable to this Unit.
- *Amounts payable other than Unit Price shall be agreed mutually or as per Agreement for Sublease.

DECLARATION OF THE APPLICANT

I/We, the above Applicant, hereby declares, affirms and undertakes that:
 The above particulars given by me/us are correct and nothing has been concealed therefrom. Any allotment against this Form shall be subject to the terms and conditions of the Agreement for Sublease, which shall also be applicable to my/our legal heirs, successors, assignees etc. Any concealment/misrepresentation shall result in rejection/cancellation, penalty, interest and forfeiture. Unit Price has been negotiated and agreed upon by the Applicant on the basis of reaching mutual agreement on the draft of the Agreement for Sublease (wherein certain amendments have been made to the draft of the agreement by the parties mutually based on their mutual understanding/ agreement) and its salient provisions including but not limited to the contractual understanding under Schedule F, Recital I and Clause 35 therein.

4. PAYMENT PLAN

FOR OFFICE USE ONLY:

Enquiry Source: Direct/ Channel:

PART B
TERMS AND CONDITIONS
(AS AGREED & ACKNOWLEDGED BY APPLICANT)

1. APPLICATION

- 1.1 The Applicant has applied for the allotment of the Unit as described in detail in paragraph 2 of Part A of this Form (without any garage or parking space attached with the Unit) and with undivided proportionate share in the Common Areas & Facilities as described herein.
- 1.2 The Applicant has specifically indicated the preference of the Unit to be booked and such preference of the Applicant shall not be allowed to be changed. Provided, the Promoter may at its sole discretion entertain a request for change of category / preference if a Unit in the desired category is available. If a change in category is allowed by the Promoter, the same shall not be final unless the difference amount along with the interest as payable, has been duly paid by the Applicant. In the event of non-allotment of the Unit at the Form stage, the Applicant is only entitled to the refund of the deposited amount without any interest.
- 1.3 The Project is being developed in Phases and each Phase has its own independent legal identity as defined under the Act (each hereinafter referred to as a “**Phase**”). “**Block**” or “**Building**” shall mean the tower(s) or part thereof with certain floor(s) or part thereof wherein the Unit is situated. The Applicant understands that any Block of the Project may accommodate/house multiple Phases and vice versa. The Applicant shall have no right and/ or interest in any Phase of the Project other than the phase wherein the Unit is located (“**Current Phase**”) and the Promoter shall be free to propose, design, redesign, amend, revise and deal with all other Phases and new Phases of the Project in the Block/Said Land/Plot in the manner that the Promoter deems fit.
- 1.4 This part of the Plot on which Unit/ Current Phase is located (“**Said Land**”) are subject to the terms of the lease deed and sublease deed as stipulated by New Okhla Industrial Development Authority (“**NOIDA**”), which the Applicant has duly perused and undertakes to abide by the same.
- 1.5 The Applicant is a speculative investor desirous of exploiting commercial gains from the Unit by surrendering to the Promoter, the rights to operate/rent/lease/sublease/license/sub-license/franchise or similarly involve any party in the Unit, along with all of the rights as per paragraph 7 of this Form, duly aware of the associated risks and rewards, and hereby expressly waives all rights and remedies available to consumers and/or any class of creditors as a fundamental condition of this Form to sublease for the Unit. The Applicant also indemnifies and holds the Promoter harmless from any liabilities or consequences arising out of the same.
- 1.6 This Form may be accepted or rejected at the sole discretion of the Promoter and it does not confer any right, title or interest in favour of the Applicant in the Unit.

2. PRICE

- 2.1 The Unit shall be allotted by the Promoter to the Applicant for a total consideration equal to the sum of the Unit Price as mentioned in paragraph 3 of part A of this Form plus other such applicable charges as decided by the Promoter including but not limited to maintenance charges for one year hereunder (“**Total Price**”). The Total Price payable by the Applicant to the Promoter towards the Unit shall include the Earnest Money. Provided that, in case there is any change/ modification in any of the above, where any demand is levied or demanded by NOIDA or any government/ public/ semi-public agency, body or authority, the amount payable by the Applicant to the Promoter shall be increased/reduced based on such change/ modification.
- 2.2 The Total Price shall be inclusive of taxes (consisting of tax paid or payable by the Promoter by way of GST and any other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Applicant. Provided that in case there is any change / modification in the prevailing taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/reduced based on such change / modification.

3. PAYMENT

- 3.1 The Applicant acknowledges, affirms and undertakes that it shall be solely liable for making payments from its own sources to the Promoter and the Promoter shall not be responsible for providing any assistance to the Applicant in any manner whatsoever in regards to arranging or raising finance / funds by the Applicant. Failure to make payments by the Applicant due to its inability to independently arrange or raise finance / funds shall not excuse the Applicant from its obligations under this Form and/or the agreement for sublease, as the case maybe. Payments shall become due on the dates agreed irrespective of any circumstances including delay in arranging or raising finance / funds by the Applicant for any reasons whatsoever. The Applicant may not claim any exemption/ relaxation from its liabilities on account of force majeure or any other reasons whatsoever. The Applicant understands that the Payment Plan is fully effective from the date of this Form or first payment made by the Applicant, whichever is earlier and cannot be extended on any grounds whatsoever. The Applicant shall make all the payments as per the Payment Plan set out in paragraph 4 of Part A of this Form and once opted shall not be amended by the Applicant. The Applicant undertakes not to object or demand/instruct the Promoter to adjust any payments made by the Applicant in any other manner at any time. Non-payment by Applicant shall result in termination/cancellation with interest, penalty and forfeiture.
- 3.2 The Applicant shall be liable and responsible to make regular visits to the Project, and to stay informed about the status of construction, and to comply with the already agreed Payment Plan without the requirement for any further notices or demands by the Promoter. The Promoter may demand payments (it is mutually agreed that any instance of communication or reminder including facsimile, electronic including e-mail, short message/messaging apps, telephonic, written from the Promoter or its representatives to the Applicant shall constitute an instance of demand), but non-receipt of notice/demand shall not be a ground for delay of payment as per Payment Plan. Timely payment of installments as per the Payment Plan and other dues as demanded by the Promoter are the essence of application/ allotment/ Agreement for Sublease.
- 3.3 All Payments shall be made by the Applicant in favour of “_____” payable at New Delhi/ Delhi by debit/credit card/ cheque/ demand draft/ online transfer only. No other third-party/broker is authorised to collect payments on behalf of the Promoter.
- 3.4 That the Applicant has understood and admits that in case of any error in description or accounting of the amount shown payable by it in any demand letter or other communication, the Promoter shall have the right to rectify such mistake on its own or on being pointed out by Applicant at any time. However, the Applicant shall be bound to make the payments of the correct calculation of dues only. The Applicant may not use such accounting error as an excuse to not make actual due payments as per agreement.
- 3.5 For all payments such as through debit/ credit card/ cheque/ demand draft/ banker’s cheque etc., the date of clearance of such instrument into the bank account of the Promoter shall be taken as the date of payment. For online payment the date of intimation by the Applicant to the Promoter with proof of payment (subject to actual receipt of amounts by the Promoter) shall be taken as the date of payment.
- 3.6 Cheques and other similar instruments should be deposited only at the office of the Promoter or handed over to the representative of the Promoter who is duly authorised in writing. In case of payment by debit/ credit card, or foreign remittances or any such chargeable means of transaction, the net amount received after deduction of all bank/ intermediary charges shall be credited towards the application/ allotment of Applicant.
- 3.7 The Applicant hereby understands that no cash payment shall be accepted by the Promoter. Further, the Applicant or any person on its behalf shall not deposit cash directly into the Promoter’s bank account and the Promoter shall not acknowledge any such payment.
- 3.8 The Applicant shall be liable for all cheque return/ dishonor penalty and such charges etc. In case of return / dishonor of first payment, the application shall stand rejected outrightly without any written intimation / notice to the Applicant. In any case, irrespective of payment, no right whatsoever shall accrue to any Applicant by virtue of this Form.
- 3.9 It is the sole responsibility of the Applicant to deduct applicable tax deduction at source (“TDS”) on each

payment made by the Applicant as stipulated in the Agreement for Sublease, in accordance with the provisions of the Income Tax Act, 1961 for the time being in force. The amount deducted as TDS shall be credited to the application/ allotment of the Applicant only on (i) submission of proof of deposit of TDS to the account of the Government, and (ii) submission of relevant TDS certificate to the Promoter within due date prescribed under the Income Tax Act, 1961 or in any case latest by May 31, following the end of the financial year. After the aforementioned date, no claim for depositing TDS by the Applicant would be entertained and the Applicant will be required to pay the TDS amount to the Promoter. Delayed deposit of TDS will attract same interest rate as payable on delayed payments to the Promoter apart from any penal liability of the Applicant to the Income Tax Department due to delayed deposit of TDS.

4. POSSESSION

- 4.1 The Promoter, upon obtaining the completion certificate/ occupancy certificate from the competent authority, shall offer in writing the possession of the Unit, in terms of the Agreement for Sublease, to be taken over by the Applicant within two months from the date of issue of completion certificate /occupancy certificate.
- 4.2 The Applicant shall take possession of the Unit forthwith upon receiving intimation from the Promoter. Upon failure of the Applicant to take possession within the stipulated time, such Applicant shall be liable to pay charges at the rate of INR 2 (Indian Rupees Two) per month per square foot of carpet area for the period exceeding 3 (three) months from the date of receipt of completion/occupancy certificate till actual date of possession in addition to payment of maintenance charges from the date of completion /occupancy certificate, and be subject to termination of Agreement for Sublease as per the terms provided thereunder.

5. CARPET AREA

- 5.1 The carpet area shall be calculated from unfinished surfaces/walls and balcony/verandah/exclusive terrace area shall be measured as per actual slab area. The Promoter shall confirm the final carpet area that has been allotted to the Applicant, after receipt of the completion certificate/occupancy certificate from the competent authority and the Total Price payable shall be recalculated (if any) upon such confirmation. Any variation will be accounted for in the manner provided under the Agreement for Sublease.
- 5.2 The Applicant agrees that the allotment of the Unit to the Applicant by the Promoter shall be on the basis of carpet area and the Applicant has not relied on any reference to total area/super area or any such similar terms in any manner. The Applicant has clearly understood that the 'Type' of the Unit has no connection or bearing of any nature whatsoever on its area or any such parameters and is solely an arbitrary nomenclature assigned to various units of the Current Phase/ Project.

6. CANCELLATION

The Applicant shall have the right to cancel/withdraw its allotment in the Project. Upon such cancellation, the Promoter is entitled to forfeit the Booking Amount, unrecoverable government taxes/ dues and the interest liabilities of the Applicant. Further the Applicant acknowledges that the Promoter is entitled to return 50% (fifty percent) of the balance amount paid by the Applicant, after forfeiture of 10% of Total Price within 45 (forty-five) days of such cancellation/withdrawal by the Applicant and the remaining 50% (fifty percent) of the amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal by the Applicant, whichever is earlier.

Provided that it has been mutually agreed, in the interest of completion of the Project, that the Promoter shall not be required to accept cancellations and process refunds for units constituting more than three percent of the Current Phase at any time.

7. RIGHTS AND CONDITIONS OF SUBLEASE

- 7.1. The Applicant acknowledges, affirms and undertakes that the Applicant must at all times in the future take prior written approval of the Promoter before conducting any activity, commercial or otherwise, in the Unit. The Promoter shall have the sole and unfettered right to approve or reject the proposed activity in the said Unit as a fundamental condition of this Form/ allotment/ sublease for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.

- 7.2. The Applicant has understood that the Promoter shall have the sole and exclusive right to designate or re-designate specific uses or trade/ business/ activities or other sub-uses as 'Permissible' or 'Not Permissible' conditionally in different units/ zones/ areas of the Project/ Phases, subject to amendment from time to time. Such designation or re-designation by the Promoter for said Unit shall be final and binding on the Applicant. The Promoter shall further have the sole and exclusive right to prevent any activity in the Unit which causes nuisance, disturbance, pollution or hazard of any manner. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.3. The Applicant has understood that the entire parking areas of the Current Phase or Project shall be used for parking of two/ four-wheeler vehicles and transport/ goods vehicles etc. upon payment of charges to the Promoter. The Parties have mutually agreed that neither garage/ parking spaces have been sold to the Applicant nor any free-of-cost right to parking is attached with the Unit. The Applicant (including its tenants/ lessees/ licensees, owners, management, users, staff, occupiers, personnel, goods vehicles and customers etc.) shall be required to make payment of parking charges to the Promoter. Charges for parking shall be decided by the Promoter and revised/ amended from time to time. Parking of vehicles upon payment of charges shall only be possible with prior permission of the Promoter and the Parking Policy of the Promoter as revised/ amended from time to time shall be binding on all such users. All parking spaces shall be Independent Areas and not form part of Common Areas & Facilities. The Promoter (or any third party identified by the Promoter) shall have the sole, exclusive and irrevocable right to collect any charges/ revenue from all parking spaces of the Project despite handing over of any Common Areas & Facilities to the association of allottees ("**Association of Allottees**"). The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.4. The Applicant understood that the entire surfaces/ signage areas/ designated open spaces/ roofs and terraces of the Current Phase or Project shall be used for displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses etc. upon payment of charges to the Promoter. The Parties have mutually agreed that neither surfaces/ signage areas/ designated open spaces/ roofs and terraces have been sold to the Applicant nor any free-of-cost right to install displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses is attached with the Unit. The Applicant (including its tenants/ lessees/ licensees etc.) shall be required to make payment of charges to the Promoter for displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses. Such charges shall be decided by the Promoter and revised/ amended from time to time. Installation of displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses upon payment of charges shall only be possible with prior permission of the Promoter and the Displays and Promotion Policy of the Promoter as revised/ amended from time to time shall be binding on all such parties. Entire surfaces/ signage areas/ designated open spaces/ roofs and terraces shall be Independent Areas and not form part of Common Areas & Facilities. The Promoter (or any third party identified by the Promoter) shall have the sole, exclusive and irrevocable right to collect any charges/ revenue from entire surfaces/ signage areas/ designated open spaces/ roofs and terraces of the Project despite handing over of any Common Areas & Facilities to the Association of Allottees. The Applicant shall be permitted to install only one signboard on the designated space allocated by the Promoter free-of-cost as per the permitted size, design, colour scheme and materials approved by the Promoter. The Promoter shall have the right to remove any displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses which do not conform with the Displays and Promotion Policy of the Promoter. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.5. The Applicant acknowledges, affirms and undertakes that the Promoter (or any third party identified by the Promoter) will have the first, exclusive and irrevocable right but not the obligation to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit, to represent the Applicant, to administer the lease or arrangement, to hypothecate, collect and distribute rents or similar amounts after all applicable deductions/ recoveries, and to hypothecate, collect, retain and spend any security deposits. The Applicant undertakes to perform all

actions as required by the Promoter (or any third party identified by the Promoter) to give effect to the same, including execution of agreement, power of attorney (the drafts of which the Applicant has already vetted with adequate legal advice) and any other agreements or documents required by the Promoter, payment of stamp duty and all related charges, brokerage, all costs/ fees, fit-out, capital expenditure (capex), interior works or similar costs as required by the prospective operator/ party/ brand, etc. and appearance before the Sub-Registrar concerned. In case the Applicant defaults/ fails to make payment of any of such dues/ amounts, the Promoter (or any third party identified by the Promoter) shall have the option but not the obligation to temporarily loan the same for such payment on its own and charge penal interest @ 2% per month on such amounts. The Promoter (or any third party identified by the Promoter) shall be authorized to recover such amounts and penal interest thereupon from any security deposits, rents or similar amounts collected on behalf of the Applicant apart from recovering the said amount from the Applicant as financial debt and against such debt the Unit shall be under encumbrance of lien, charge, hypothecation and mortgage. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.

- 7.6. Subject to paragraph 7.5 of Part B of this Form, in case the Applicant identifies any party to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit, the Applicant must compulsorily refer/ redirect such party/ such proposal to the Promoter and the Promoter shall have the sole and exclusive right to deal with, approve or reject such party or such proposal at its sole discretion. Such decision of the Promoter shall remain final and binding on the Applicant. The Applicant duly undertakes that they shall not enter into any understanding or contract to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit without the consent of the Promoter and that the Applicant shall be required to make the Promoter a confirming party to any understanding or contract executed in relation to the Unit as a fundamental condition of this Form/ allotment/ sublease for the Unit. In absence of the Promoter as confirming party, any such contract in relation to the Unit shall be incomplete, invalid, null and void ab initio and non-est. The Applicant undertakes to comply with final decision/ policy of the Promoter with regard to usage of the Unit and the nature of activity and brands permitted in the Unit/ Phase/ Project. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.7. The Unit may not have external walls and may be seamlessly combined with other units on one or more floors at the sole discretion of the Promoter to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit. The Applicant shall not construct external walls around the Unit except in case required by the Promoter which shall be demolished in case required by the Promoter. Further, the Applicant accords irrevocable permission for such combining with other units, providing access or services to other units on one or more floors through the said Unit. In addition, corridors/ passages/ walkways and other such areas which are counted in FAR in the sanctioned plans shall be Independent Areas and shall not form part of Common Areas & Facilities. All such areas may be combined along with units or utilised independently to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit. Solely the Promoter (or any third party identified by the Promoter) shall be entitled to all financial gain including rent or deposits or any similar amounts from such areas. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.8. The Applicant acknowledges, affirms and undertakes that the Promoter (or any third party identified by the Promoter) will have the first, exclusive and irrevocable right but not the obligation to conduct property management, asset management, leasing/ licensing management and administration, landlord and tenant management/ representation, facility management, provision and management of maintenance, housekeeping and security services and all utilities including but not limited to electricity, water, sewage, air-conditioning, gas, power backup, internet, waste management, charging stations etc., all forms of administration and management, or other such activities in regard to the Unit/ Phase/ Project including its Common Areas & Facilities, Limited Common Areas and Independent Areas. The Applicant undertakes to perform and cause the Association of Allottees to perform all actions as required by the Promoter (in its

own capacity and in capacity of member of Association of Allottees) to give effect to the same, including execution of agreement, power of attorney (the drafts of which the Applicant has already vetted with adequate legal advice) and any other agreements or documents required by the Promoter, payment of fees for the abovesaid to the Promoter (or any third party identified by the Promoter), stamp duty and all related charges, any deposits, charges and dues by whatsoever name called, any costs, taxes and statutory dues by whatsoever name called as required by the Promoter and appearance before the Sub-Registrar or authority concerned. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.

- 7.9. The Applicant further acknowledges, affirms and undertakes that this Form for sublease may be converted into/ replaced by/ superseded and suppressed by an agreement to acquire units/ partnership share/ shareholding/ instruments of any entity or REIT that has ultimate common ownership of the Project or Phase or Unit or part thereof. Upon being notified of such conversion by the Promoter, the Applicant shall be bound to perform and cause the Association of Allottees to perform all actions as required by the Promoter (in its own capacity and in capacity of member of Association of Allottees) to give effect to the same, including execution of agreement, power of attorney (the drafts of which the Applicant has already vetted with adequate legal advice) and any other agreements or documents required by the Promoter, payment of stamp duty and all related charges, any deposits, charges and dues by whatsoever name called, any costs, taxes and statutory dues by whatsoever name called as required by the Promoter and appearance before the Sub-Registrar or authority concerned. The Applicant undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms including any decision taken by the Promoter with regard to such conversion including the ratio, manner, etc. of conversion into units/ partnership share/ shareholding/ instruments of any such entity or REIT, as a fundamental condition of this Form/ allotment/ sublease contract for the Unit. The Applicant hereby waives all rights relating to the above terms in favour of the Promoter.
- 7.10. The Applicant confirms that right of the Promoter under this paragraph 7 is a continuing right and shall not get extinguished with passage of time or upon its exercise by the Promoter.
- 7.11. The Applicant acknowledges that they have decided/ arrived at a discounted Unit Price as reflected in paragraph 3 of Part A of this Form for the Unit by duly taking into account the binding conditions stated in this paragraph 7 of the Form. To give effect to this paragraph 7, in case of any breach by the Applicant, the Promoter shall be entitled to cancel the allotment/ have the sublease cancelled as per law/ take over physical possession of the said Unit or perform any other actions to enforce their rights and take all remedies available to them under law. The Applicant shall indemnify and hold the Promoter harmless from any liabilities whatsoever arising out of or relating to the terms of this paragraph 7.

8. MORTGAGE/CHARGE

The Applicant agrees that the Promoter shall have the right to raise finance/loan from any investor/financial institution/bank/other entity by way of creating encumbrance in any form/ mortgage/ charge/ lien/ hypothecation/ securitization of receivables or in any other mode or manner by creating encumbrance in any form/ charge/ mortgage/ lien/ hypothecation on the said Unit / Block/ Current Phase/ other Phases/ Project/ Said Land/ Plot.

9. APPLICABLE LAWS

- 9.1 The Applicant agrees to comply with all applicable laws including in relation to registration, stamping, etc. and the Promoter agrees to cooperate with the Applicant to the extent possible in compliance of applicable laws subject to payment of fees/charges if any.
- 9.2 In case the Applicant is a resident outside India or being an NRI/OCI, he/she shall be solely responsible and liable for intimating the Promoter (at any time now or in future) and complying with the formalities of Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules, regulations, circulars and notifications issued thereunder.

Provided further that the Applicant, irrespective of whether resident or non-resident in India, shall solely

be responsible for complying with The Prevention of Money Laundering Act, 2002, Prohibition of Benami Property Transactions Act, 1988, or the statutory enactments or amendments thereof and all central/ state/ local tax laws. The Promoter may forthwith terminate this Form and/or the Agreement for Sublease in case of non-compliance by the Applicant of any laws/ rules/ regulations.

- 9.3 The Applicant shall comply with all applicable terms of UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and any other applicable laws. The Applicant shall adhere to the deed of declaration of the Promoter under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority) and the Applicant solemnly affirms and undertakes that the deed of declaration as filed by the Promoter shall be final and binding on the Applicant. The Applicant shall adhere to said declaration as final and binding in all respects. The Applicant acknowledges and undertakes to adhere to Schedule E annexed to the Agreement for Sublease.
- 9.4 The Applicant acknowledges that he has read, understood, vetted and agreed to the contents of the draft Agreement for Sublease (including the mutually agreed contents of its Schedules) to be executed between the parties with the help of its own legal advisors, and undertakes to execute the same as and when so required / intimated by the Promoter.
- 9.5 The Applicant acknowledges that he has full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Unit/ Current Phase/ Project/ Said Land/ Plot and has seen and is aware of the requisite approvals from the competent authorities to carry out development of the Current Phase/ Project.

10. EVENT OF DEFAULT

The Applicant understands that upon failure by the Applicant to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, the Applicant shall be liable to pay interest to the Promoter at the rate equal to MCLR on home loan of State Bank of India +1% unless provided otherwise. In the event the default by Applicant continues for a period beyond 3 (three) consecutive months after demand from the Promoter or beyond the period allowed in such demand, whichever is earlier, the Promoter may cancel the allotment and refund the money as per the same procedure as followed in paragraph 6 of Part B of this Form, by deducting the booking amount (10% of Total Price) (including but not limited to the Earnest Money being paid with this Form) ("**Booking Amount**") and unrecoverable government taxes/ dues and accrued interest liability of the Applicant, and the Agreement for Sublease shall stand terminated. Upon cancellation, the Applicant shall not have any right, title or interest in the Unit and the Promoter may part with or deal with the same in any manner with any third party.

11. ADDITIONAL STRUCTURES

- 11.1 The Applicant acknowledges, affirms and undertakes that any additions or alterations by the Promoter in the Current Phase or Unit which do not significantly alter the structural stability and internal specifications of the said Unit shall constitute minor additions or alterations which shall be permitted without requirement of any consent of the Applicant(s) or Association of Allottees.
- 11.2 The proposed layout plan, sanction plan and particulars of the Project as a whole, are tentative and subject to change and revisions/ re-approvals/ completion/ compounding. Parts of the Project not comprising part of the Current Phase, and other/ new Phases, are in no way directly or indirectly or in any manner whatsoever, connected to this Agreement. This Form is confined and limited in its scope only to the Current Phase wherein the Unit applied for will be situated and Common Areas & Facilities appended to the Current Phase (except as otherwise specified in this Agreement). The Applicant shall have no right and/ or interest in any Phase of the Project other than the Current Phase and the Promoter shall be free to propose, design, redesign, amend, revise and deal with other Phases and new Phases of the Project in the Block/ Said Land/ Plot in the manner that the Promoter deems fit. The Promoter shall have unfettered right to carry out alterations, modifications, additions, improvements, designing/ redesigning/ amendment/ revision of plans, new developments in relation to all phases other than the Current Phase and to unsold units within the Current Phase and the Applicant waives its right to raise any objection to the same.
- 11.3 The Applicant acknowledges that the Project is being developed in multiple Phases and the construction of other Phases may be ongoing even after the handover of possession of the Unit to the Applicant. The

Applicant understands that while the construction and development of other Phases is ongoing, the Applicant shall be solely responsible to ensure its own safety as well as that of children/ family members/ visitors *inter alia* by adhering to safety norms/rules including those circulated by the Promoter/ contractors.

12. CHARGES AND OTHERS

- 12.1 The Total Price payable by the Applicant to the Promoter includes but is not limited to recovery of price of land (which shall be attributed only to such notional share of Said Land proportionately allocated to the Applicant) (in terms of the Agreement for Sublease, after completion of all Phases of the Project) other than the payment of lease rent or such other levies or dues, and demands, by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority, construction of not only the Unit but also the Common Areas & Facilities, internal development charges (not including internal finishing or furnishing of the Unit), external development charges (not including external walls of the Unit), prevailing taxes (not including any new, unforeseen or amended taxes), cost of providing electric wiring within the Block (but not within the Unit), electrical connectivity to the Unit (not including power backup installation), water line and plumbing within the Block (but not within or to the Unit), fire detection and firefighting equipment in the Common Areas & Facilities, maintenance charges as per the Agreement for Sublease and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Current Phase (in each case, except as otherwise specified in this Agreement).

Provided that, in case there is any change/ modification in any of the above, where any demand is levied or demanded by NOIDA or any government/ public/ semi-public agency, body or authority, the amount payable by the Applicant to the Promoter shall be increased/reduced based on such change/ modification.

However, the Total Price does not include cost of any items including but not limited to any type of internal finishing, glazing, flooring, walls, paints, false ceiling, electric fixtures, geysers, provision of A.C., copper piping/ drain-out piping for A.C., gas pipe and infrastructure, connection charges, meters, cabling, connections, infrastructure etc., installation for which shall be procured by the Applicant at its own cost (unless otherwise agreed in writing).

- 12.2 All expenses payable including payment of stamp duty, registration charges, fees/demands which may be levied by competent authority in relation to the allotment of the Unit (whether incurred before or after transfer of possession of the Unit) shall be payable by the Applicant.
- 12.3 The Applicant authorizes the Promoter to adjust/appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Applicant against the Unit, if any, in its name and the Applicant undertakes not to object/demand/ direct the Promoter to adjust its payments in any manner. Provided that procurement of any documents/ receipts showing certain head(s) of dues by the Applicant shall not restrict the Promoter from amending and correcting such documents/ receipts reflecting different head(s) and appropriating the payment against such different head(s).
- 12.4 The Applicant shall be responsible for payment of all taxes (including house tax/property tax), fees, levies, cesses additional charges such as development charges, service charges, water charges, sewer charges, demands of NOIDA or any other claim, charge levied by competent authority in relation to the Unit. In the event that the Promoter prior to handing over of possession has made such payments, the same shall be recovered from the Applicant.
- 12.5 The Total Price is escalation-free, save and except increases, which the Applicant hereby agrees to pay, due to increase on account of development fee, payable to the competent authority(ies) and/or any other increase in, or newly imposed, charges (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), which may be levied or imposed by the competent authority(ies) from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant for increase in development fee, cost/charges imposed by the competent authorities (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on/ collected with subsequent payments (to be borne by the Applicant in its

entirety).

Provided that, if there is any new imposition or increase of any development fee, after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall also include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Applicant.

Provided that, only in case there is any sudden or unforeseen or abnormal inflation/ escalation in costs, the same shall be passed on to the Applicant with an intimation/ notice regarding the same. The Promoter shall enclose a certificate from architect or engineer or chartered accountant confirming the same along with the demand letter being issued to the Applicant.

- 12.6 The Applicant shall solely be responsible for payment of lease rent annually or under the option of payment of 'One-time Lease Rent' or other such similar option as opted by the Promoter along with interest, penalty etc. to NOIDA for the entire period of lease of the Plot. Provided that in case the Promoter has paid any lease rent, the same shall be recovered directly on proportionate basis from the Applicant. Provided that the method/ formula of calculation/ distribution/ allocation of lease rent or any other dues/ demands across the units of the Phase/ Project, shall be as per the policy of the Promoter. The Applicant shall be bound by the policy of the Promoter and hereby waives all rights in this regard in favour of the Promoter.
- 12.7 The Applicant hereby agrees and undertakes to make payment of all additional charges such as development charges, service charges, electricity charges, water charges, sewer charges, lease rent or any other enhanced claims, unearned increase, levy, charge, fee or demand of NOIDA or any other levies, claims, charges, fees, cess or demands which may be levied by the civic authority/ governmental authority/ NOIDA and correspondingly demanded by the Promoter/Maintenance Company/ Agency or the Association of Allottees as the case may be at the rate determined from time to time.
- 12.8 Notwithstanding any other document executed by any party, the Promoter shall have first/ senior charge on the Unit for recovery of its dues from the Applicant irrespective of any other charge.

13. COMMON AREAS AND FACILITIES

- 13.1 The Applicant understands that the undivided proportionate share of the Applicant in Common Areas & Facilities and undivided proportionate share in the Said Land shall be calculated keeping in mind the proportion of carpet area of the Unit vis-a-vis total carpet area of all subsequent Phases of the Project and/or in accordance with the deed of declaration under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and submitted before the concerned authority by the Promoter, and therefore can be treated as final, only after the completion of all Phases of the Project. The Promoter has declared and informed and the Applicant hereby acknowledges, undertakes and affirms that the Promoter may construct other Phases and new Phases on the Block/ Said Land/ Plot exploiting/ utilising the entire FAR/ development rights/ transferable development rights etc. available for the Block/ Said Land/ Plot as proposed, enhanced, amended or revised by the concerned authorities from time to time.
- 13.2 The Applicant hereby acknowledges and agrees that the Project/ Phase does not include any commercial spaces or commercial facilities as part of Common Areas & Facilities, and further acknowledge and agree that no garage or parking space is attached with the Unit.
- 13.3 The Applicant acknowledges that Common Areas & Facilities shall be available for use subject to timely payment of maintenance charges and all other dues. Default in payment of same shall automatically cause the Applicant to be debarred/ banned from such Common Areas & Facilities.
- 13.4 It is clarified that “**Common Areas & Facilities**” other than anything declared as “**Independent Areas**” or “**Limited Common Areas**” in the deed of declaration under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority), shall be available only for use and enjoyment of the allottees of the various Phase(s) only as specifically decided by the Promoter. It has been made abundantly clear that Limited Common Areas demarcated for use of a particular Phase/ Block by the Promoter shall not be permitted to be used by other Phases/ Blocks as applicable. Further, Independent Areas are exclusive property of the Promoter

which the Promoter may sell or deal with, in any manner that the Promoter deems fit.

14. MAINTENANCE

- 14.1 The Promoter may hand over the maintenance of any phase or the various phases of the Project to a maintenance company or agency as the Promoter in its sole discretion deems fit. It is clarified that the Promoter shall notwithstanding above have the exclusive right but not the obligation to continue with maintenance of the Current Phase and to collect maintenance charges as decided by the Promoter time to time as per the market forces in advance for a period of 5 (five) years from the date of offer of possession. Maintenance and other charges levied on units with a specific permitted use/ type/ category may be higher or lower than those levied on other units in the said Current Phase/Project and the Applicant has consented to the same.
- 14.2 The Applicant agrees that normal variation/tolerance shall be acceptable to the Applicant for workmanship and quality of materials and defect liability shall be subject to terms contractually agreed mutually in the Agreement for Sublease including specifically in the Schedules therein.
- 14.3 Monthly rentals and repairs of equipment such as electric generators/ supply or generation systems or other plant/ machinery/ objects (which shall only be obtained on lease/ rental basis), cost of other common repairs, improvements, works, whether major or minor, shall be borne proportionately by the Applicant as per the apportionment decided by the Promoter.
- 14.4 The Applicant has seen and thoroughly read a copy of the maintenance agreement, which he/she undertakes to execute as and when required by the Promoter. The terms of such maintenance agreement shall be considered as part and parcel of the Form/ Agreement for Sublease/ Sublease Deed. Failure to execute the maintenance agreement by Applicant on any ground shall render the Agreement for Sublease and/or Sublease Deed invalid and promoter may opt for cancellation of said Agreement for Sublease and/or Sublease Deed, at the risk and expense of the Applicant.
- 14.5 Any future liability with respect to the Project/ Current Phase shall be shared proportionately by the Applicant along with other allottees of Project/ Current Phase as per the apportionment decided by the Promoter in its sole discretion.
- 14.6 Any maintenance charges shall be exclusive of utility bills/ dues including but not limited to electricity, water, sewage, air-conditioning, gas, power backup, internet, waste management, charging stations etc. and consumables, which shall be charged on actual basis. All types of insurance premiums shall be paid by the Applicant with no liability of Promoter.
- 14.7 The cost of maintenance for 1 (one) year shall be included in the Total Price (however it has not been included in the Unit Price as mentioned hereinabove).

15. ASSOCIATION OF ALLOTTEES

- 15.1. The Applicant shall only join the welfare association/Association of Allottees/ unit owners formed with consent of the Promoter and recognized as the rightful association by the Promoter for the particular phase and pay fees and subscription charges, complete requisite documentation and formalities. The Applicant shall consent to the inclusion of users from other phases if the Promoter permits such inclusion.
- 15.2. The Applicant undertakes, in capacity of future member or future management of the Association of Allottees, to cause the Association of Allottees to adhere to the terms of the Form and of the Agreement for Sublease or any other understanding between the Parties. In case of failure to adhere by the Applicant and/ or Association of Allottees, the Promoter shall be free to pursue legal recourse against the Applicant and/ or Association of Allottees.
- 15.3. The Applicant undertakes that upon formation of the Association of Allottees, the entire responsibility, accountability and liability of any accidents, incidents, Force Majeure events shall stand be transferred to/ and shall accrue to the Association of Allottees (irrespective of which entity is in charge of maintenance of the Current Phase/ Project), and the Promoter shall stand released/ relieved/ absolved from any and all liabilities and legal consequences. The Applicant shall cause the Association of Allottees to form a

committee to take all adequate steps and measures to prevent any accidents, incidents and manage/ mitigate any Force Majeure risks.

16. TITLE

The Applicant has applied for allotment of a Unit with full knowledge and has fully satisfied itself about the interest and the title of the Promoter in the Plot on which the unit will be constructed and has understood all limitations and obligations in respect thereof and there will be no more objections by the Applicant in this respect. The Applicant confirms that they have duly conducted thorough legal and title search and verified all such details with support of their legal advisors prior to the execution of this Agreement. The Applicant hereby waives all claims now and in the future on this account.

17. PROJECT INFORMATION

The Applicant acknowledges that it has reviewed the details as declared on the website of the UP RERA relating to the Unit/ Current Phase/ Project and duly accepts the floor plan of the Unit, method of calculation of areas, payment plan and specifications, amenities and facilities, all relevant information etc. and the Applicant has duly satisfied itself with the same.

18. CHANGE IN ADDRESS

- 18.1 The Applicant agrees that it shall be its responsibility to inform the Promoter by registered letter along with the proof of new address, about all subsequent changes, if any, in its address failing which all demand notices and letters posted at the first registered address will be deemed to have been received by the Applicant. The Applicant shall solely be responsible for default and/ or any other consequences that might occur due to failure to intimate new address as per above.
- 18.2 In case of joint applicants, all communication shall be sent by the Promoter to the Applicant whose name appears first in this Form/Agreement for Sublease at the address given by it/him/her and which shall for all purposes be considered to be served on all the joint applicants.

19. STAMP DUTY AND REGISTRATION

The Applicant would be required to comply with all applicable laws in relation to the registration, stamping and like actions in relation to any agreement/ Sublease Deed/ Agreement for Sublease or any other document as required to be executed in relation to the Unit, and shall simultaneously with the execution of the relevant document or in the immediately subsequent working day for the relevant authorities, shall procure the stamp duty and registration fees for the same and proceed with registration before the relevant Sub-Registrar. The Applicant agrees that it shall be solely responsible and shall indemnify and hold harmless the Promoter against consequences of non-registration of the Agreement for Sublease (including under the relevant provisions of the Act) or in case it deposits in excess of 10% of the Total Price in favour of the Promoter prior to the registration of the Agreement for Sublease and the Applicant waives any rights or claims it may have against the Promoter in this regard.

20. APPLICABLE LAW AND DISPUTE RESOLUTION

- 20.1 The rights and liabilities of the Parties shall be governed by Indian Laws. All or any disputes arising out of or in relation to the terms and conditions of this Form/ the Agreement for Sublease shall be settled amicably by mutual discussion. In case the dispute is not resolved amicably within 30 (thirty) days of the date of receipt of notice then such dispute or difference shall be settled through arbitration conducted as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall comprise of one arbitrator who shall be appointed by the Chairman of the Promoter. The seat and venue of the arbitration shall be Noida, India. The language of such arbitration shall be English and the arbitral award shall be final and binding on the Parties.
- 20.2 The Applicant hereby consents to the appointment of an arbitrator by the Chairman of the Promoter in accordance with the terms of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 20.3 Courts in Uttar Pradesh shall have exclusive jurisdiction over any disputes arising out of this Form.