

## APPLICATION FORM

### APPLICATION FOR BOOKING OF RESIDENTIAL FLAT IN THE "IMPERIA RESIDENCY"

**Imperia Structures Ltd.**  
**A 25, Mohan Co-operative Industrial Estate,**  
**Mathura Road, New Delhi – 110044**

Dear Sir/s,

I/We request that I/We may be registered for allotment of a Residential flat in "Imperia Residency" in your upcoming project the "Imperia Business Park" proposed to be developed and constructed by the company at, Greater Noida, U.P., India.

I/We agree to sign and execute, as and when desired by the company (on confirmation of allotment), the allotment letter/buyer's agreement/grant of lease on the company's standard format contents whereof have been read and understood by me/us. I/We agree to abide the terms & conditions enclosed with this application form.

I/We remit herewith a sum of Rs...../- (Rupees.....  
.....Only) by Bank Draft/ Cheque payable at Delhi/New Delhi  
towards the booking amount or part thereof/earnest money or part thereof for..... Unit (All drafts  
and cheques to be drawn in favour of "**Imperia Structures Ltd.**")

I/We further agree to pay the installments of basic cost and allied charges as stipulated/demanded by the company

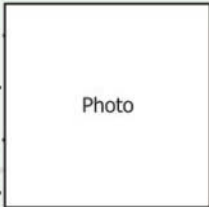
**Signature of all applicants as a token of acceptance of all terms and conditions.....**



**My/Our particulars as mentioned below may be recorded  
for reference and communications:**

1. First applicant Mr./Mrs./Ms./M/S .....  
Son/Wife/Daughter of Mr./Mrs .....  
Date of Birth/Date of Incorporation .....  
Profession .....  
Residential Status : Resident/Non-Resident/ Foreign National of Indian Origin  
Nationality .....  
Address (Residence) .....  
Office .....  
Tel. Res. .... Off ..... Mobile .....  
Fax No. .... E-Mail .....  
Marital Status ..... No. of Children .....  
PAN ..... Passport No. ....

2. Second applicant Mr./Mrs./Ms./M/S .....  
Son/Wife/Daughter of Mr./Mrs .....  
Date of Birth/Date of Incorporation .....  
Profession .....  
Residential Status : Resident/Non-Resident/ Foreign National of Indian Origin  
Nationality .....  
Address (Residence) .....  
Office .....  
Tel. Res. .... Off ..... Mobile .....  
Fax No. .... E-Mail .....  
Marital Status ..... No. of Children .....  
PAN ..... Passport No. ....



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3. Payment Plan Option:
- [A] Down Payment Plan
- [B] Construction Linked Payment Plan
4. Area ..... Sq. ft.
5. Basic Sale Price (BSP) : Rs. ....(per sq. ft.)
- PLC**
- First Floor Rs. 100 per sq. ft.
- Second Floor Rs. 75 per sq. ft.
- Third Floor Rs. 50 per sq. ft.
- Front Facing Flat Rs. 75 per sq. ft.
- Corner Facing Flat Rs. 75 per sq. ft.
- Car Parking**
- Open
- Covered
6. Additional Charges
- Electrification and Power Back Up charges Rs. 40/- per sq. ft.
- Fire Fighting Charges Rs. 35/- per sq. ft.
- Club Charges Rs. 25000/-
- Interest free maintenance security Rs.50/- per sq. ft.

I/We the above applicant (s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed there from. I/We agree that any allotment based on this application shall be subject to fulfillment of the basic terms and conditions attached to this application.

I/We shall abide by the terms and conditions, and the payment plans attached to this application, and which shall ipso-facto be applicable to my/our legal heirs and successors.

I/We declare that in case of non-allotment of the Unit, my/our claims shall be limited only to the refund of the deposited amount without any interest.

Name of Applicant (s)

Signature of Applicant(s)

.....

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.....

.....

Place : .....

Date : .....

**Note:** Basic sale price does not include PLC, Car Parking & other Additional charges / Security Deposits / Govt. charges applicable.

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### **Basic Terms and Conditions for Booking/allotment of Unit in "Imperia Residency" under "Imperia Business Park"**

- The applicant understands and is aware of the manner and the extent of the rights, interest and entitlement of the company on the land measuring approximately 80,490 sq. mtrs. or thereabout situated at Plot No. 44 - 45, Sector KP - V, Greater Noida and the proposed projects is known as The "Imperia Business Park", which are briefly reproduced herein below:
- Imperia Structures Ltd. (herein referred to as the "developer") as the developer is entitled to construct, develop, sell, lease and manage the areas falling to it's share in the proposed project viz. The "Imperia Business Park" (herein also referred to as the complex (Comprising of IT/ITES office space, residential Flat, Local Shopping Centre) and the developer has covenanted to inter-alia develop the complex on the Project Land and to deal with all matters concerning the same.
- The Applicant has represented that it has specifically understood and agreed that:
  1. The performance by the developer of its obligation under these presents are contingent and bound and regulated upon approvals to be granted by various statutory authorities/ local bodies/ departments, ( herein referred to as "Authorities") from time to time and subject to all applicable laws/ notifications/ conditions as imposed by these authorities.
  2. The developer has readily provided, to the satisfaction of the applicant, all informations and clarifications as required by the applicant and the applicant is applying for the said Unit with full knowledge of all the title, rights and interest of the developer and laws, rules, regulations, notifications, etc. applicable to the complex in particular and the terms and conditions contained in the Unit Buyers Agreement (agreed to be executed) after understanding its rights, duties, responsibilities, obligations under each and all the clauses of the proposed Unit buyer Agreement.
  3. The allotment of the said Unit shall be provisional and shall only be confirmed upon the execution of the proposed Unit Buyers Agreement. The allotment of the unit is entirely at the discretion of the developer. After allotment the ownership right of the buyer begins only after the full payment is made and registered sale deed/lease deed of property is executed.
  4. The applicant(s) has applied for allotment of Unit proposed to be constructed in the titled "Imperia Business Park" (said project) being conceived and developed by the developer at Plot 44 - 45, Sector KP V, Greater Noida, U.P. Applicant undertakes to comply with all the requirement of the GNIDA and all other government rules and regulations in utilizing the space.
  5. All payments by the applicant(s)/allottee(s) shall be made to the developer only through demand drafts / Account Payee Cheque drawn upon scheduled banks in favour of "Imperia Structures Ltd. - Imperia Business Park", Payable at Delhi/ New Delhi only. ALL Cheques are accepted subject to realization only.
  6. The applicant has seen, understood and accepted the building plans, building designs and specification as decided by the developer which are tentative and agrees that the Developer may make such variations, additions, alterations and modifications etc. therein as may be directed by any competent authority /authorities/ architect or otherwise, and the applicant hereby gives his consent to such variations, additions, deletions, alterations and modifications etc, the applicant (s) agrees that no claim, monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the unit will be applicable on the changed area in case of refund or demand.
  7. The applicant accepts that the area/location of said unit may be changed / varied during the course of construction to the extent of +/- 10% to which the applicant shall not object. The applicant further agrees to pay the consideration for increase area, if any.
- Applicant/allottee(s) agrees and confirms to all the following:
  1. All, existing and new, statutory charges and other levies, rates, tax, charges, cess, service tax, lease rent, water, electricity charges etc. demand or imposed by the authorities shall be payable proportionately by applicant (s)/Allottee (s) according to area allotted from the date of booking as demanded by the developer.
  2. Rate mentioned above for the sale of area of the said unit is for what is known as the super area which includes the covered area of the unit, the area under the periphery walls, proportionate area under the common walls, the area utilized for common use, services and facilities. It is understood and made clear that the inclusion of common area under Super Area does not give any exclusive right and title to the Buyer. The Super area may vary subject to +/- 10% of said area at the time of possession of the unit.

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3. Notwithstanding what is stated herein, the applicant hereby specifically agrees and knowledge that the timely payment of installments as also the other charges including registration charges, maintenance charges, etc., is the essence of the terms of the booking/allotment. Interest @18% shall be payable by the applicant/allottee (s) in case of failure to pay the installments and other dues by the due date or as demanded by the developer.

That 20% of the agreed sale consideration shall represent the earnest money. In the event of surrender of allotment, the earnest money shall be liable to forfeiture and the Allottee shall be entitled to refund of the balance amount, if any paid, without any interest. In case of short fall, the Developer shall be entitled to recover the same from Allottee.

In the event of any delay/ default in payment of any of the amount or breach of any of the terms and conditions of the allotment on part of the Allottee, the Developer shall be writhing its right to cancel the allotment and to forfeit the earnest money and to refund the balance amount, if any paid, without any interest after the said unit is allotted/Sold to some other intending allottee.

In the event, the Developer is not able to develop the project because of any reason beyond its control, the Developer shall be liable to refund the entire amount with 9% interest for the period beyond the period of three years.

The amount, in any of the event as aforesaid, shall be refunded to the Allottee after adjusting the dues and interest @ 18% per annum on the delayed defaulted payments.

4. The Developer shall undertake the maintenance of the complex either by himself and / or through a maintenance agency appointed by the developer (hereinafter referred to as the "Maintenance agency "). For this purpose the applicant agrees to sign a separate maintenance agreement which shall contain full scope of maintenance of the complex and shall pay the maintenance charges as decided from time to time by the developers and / or the Maintenance Agency (calculated on the super area basis of the said unit). Similarly a separate and additional agreement shall be signed between the developer or it's nominee for the utility charges towards the scope of facility and utilities provided and cost there on. Utilities agreement will cover cost power backup, water, security etc. all the terms and conditions of above agreements along with unit buyer agreement shall be binding on the developer and buyer.
5. The applicant agrees that in case the applicant intends to transfer the said unit, at any point of time whether before or after the completion of the complex, in favour of any entity nominated by the applicant (Transferee), the applicant would apply to developer in the prescribed format of the developer (available at the office of the developer) and the developer will at its sole discretion, transfer the said unit in favour of the transferee. Such transfer shall be affected by the developer only after receipt of the administrative charges and any Installment/ other payments due to Developer, as prescribed by the developer from time to time, from the applicant (transferor) at the time of the transfer. The applicant shall along with his/ her application and any request for appointment of nominee or transfer to the nominees name, or otherwise, furnish the applicants/nominees/transferees (as the case may be) photocopy of PAN card, Signature duly attested by the Bank, proof of his/her resident, two passport size photographs and other documents as may be required by the developer.
6. The applicant may, at its own cost, expense and risk, arrange any loan/funds from any bankers or financial institutions to finance the purchase of the said unit, in case the loan is not granted or is cancelled or withdrawn by the banker/financial institutions on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the developer. The Developer would not be a party, in any case whatsoever, for any defaults of repayment of above said Loan/funds taken by the buyer from bankers/Financiers.
7. The applicant(s) has fully satisfied himself about right title, and interest of the developer in the plot of the land which is allotted to M/S Times Shopee Centre Pvt. Ltd. in collaboration with whom, the developer is constructing and developing the present project and has further understood all limitations and obligations in respect thereof. developing the present project and has further understood all limitations and obligations in respect thereof.

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8. The applicants shall not be entitled to sub-divide the said unit. However temporary internal partitions for enjoyment of the said unit shall be permissible subject to the applicable rules, regulations and bye-laws of the concerned authorities and those of the maintenance agency, as and when formulated.
9. The developer by itself or through its nominee (s) may raise finance from any Bank / Financial institution / Body Corporate to finance the building / Complex and for this purpose further create an equitable / English mortgage / Charge on the project land and area constructed / to be constructed and for such an act, the applicant hereby consents and authorizes the developer to do the same. The Developer, however, assures the applicant that the said unit, after receipt of the basic sale price and all other sums due and payable by the buyer, shall render the applicants unit free of encumbrances created by the developer.
10. Applicant (s) / Allottee (s), having Non Resident status or being foreign nationals shall be solely responsible to comply with the necessary formalities as set out in Foreign Exchange Management Act, 1999 and / or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment / consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/developer, the amount paid towards booking and further considerations will be returned by the developer after adjusting earnest money as stated above and as per the rules without interest and the allotment cancelled forthwith. The developer will not be liable in any manner on such account.
11. The developer shall have the first lien and charge on the said unit for all its dues and other sums payables by the Applicants(s) allottee (s) to the developer.
12. That the Allottee shall be bound to abide by all Rules, Regulations, Laws and directions etc of State/ Central Government as well as the orders of the court and shall also be bound by all the impositions imposed upon the Developer/ Lessee of the plot.
13. That the Allottee shall have no right to transfer or assign his/ her interest under this document without the prior written permission of the Developer which the Developer may grant subject to payment of administrative charges etc. as may be fixed by the Developer.
14. That the provisional allotment under the present document is only with regard to the inner space of the unit. The Allottee shall have no other right, title or interest in any other part of the property and the Developer shall be free to use the same at its discretion including by letting it out/ by raising/adding further construction by connecting the existing utilities/ amenities/services etc. to the such newly added construction to which the Allottee shall have no right to object in any manner whatsoever.
15. That the MOU executed by the developer if any of the Developer in the said unit/ space in favour of the Allottee nor any other document shall be capable of specific performance through court of law. The Allottee shall get the title only upon execution of Transfer Deed/sale Deed/Conveyance Deed in respect of such unit /space by the Developer in favour of the Allottee.
16. That in no event and under no circumstances the maximum liability of the Developer on any account whatsoever shall exceed the amount received by the Developer from the Allottee pursuant to the present document nor the entitlement of the Allottee on all the accounts together including refund/interest/damages etc. shall exceed the amount paid by the Allottee to the Developer.
17. The applicant (s) / allottee (s) undertake to abide by and comply with all the laws, rules and regulations applicable to the said unit/Project.
18. The applicant will have a right to ownership and access to only his unit after applicant has fully paid all the dues and abides by all the terms and conditions mentioned in this Application. All common areas, terraces, lifts, parks, green

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areas common walls etc., parking areas will be strictly under the supervision and possession of the developer or the maintenance agency appointed by the developer.

19. All external walls, windows, passages, common areas, other allottee's property etc shall never be occupied, and no signage or display board installed, air-conditioning units or generators shall be installed in these areas by the applicant/allottee (s) and or no other activity shall be done which salls the aesthetics of the building or area, causes noise pollution or in any other way in-conveniences any other party or the developer. For putting names of the various owners, the developer will make all the provisions.
20. Allottee or any subsequent owner or lessee shall at all times provide unhindered access to the unit allotted to him for staff and management of Developer or maintenance agency, checking proper use of space, to avoid any mishap or for any other reason.
21. The applicant(s) / allottee (s) shall, before taking possession of the unit, must clear all the dues towards the unit and have the conveyances deed / grant of lease deed for the said unit executed in his favour after paying registration fee / charges, stamp duty and other charges / expenses.
22. The applicant(s) allottee (s) shall use / cause to be used said unit for purpose only as defined by the Greater Noida Industrial Development Authority or any such statutory authority, and not any other purpose.
23. Detailed terms and conditions shall form part of the Builder Buyer Agreement which the applicant(s), allottee(s) shall execute on confirmation of allotment. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the builder buying agreement, terms whereof has been seen, read and understood / accepted by the applicant(s).
24. The applicant (s) shall get his complete address registered with the developer at the time of booking and it shall be his responsibility to inform the developer by registered A.D. letter about all subsequent changes in the address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of the allotted unit must be mentioned clearly. In Case of time bound plan, services of notices shall not be required but the developer may in its discretion issue all notices.
25. In case there are joint applicants, all communications shall be sent by the developer to the applicant whose name appears first, all the address given by him for mailing and which shall for all purpose be considered as served on all the applicant(s) and no separate communication shall be necessary to the other applicant(s).
26. The flat's basic sale price includes cost of prime specifications as attached with application form.
27. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
28. All disputes are subject to the sole arbitration of the person as appointed by the developer.
29. Courts in Delhi state alone shall have the exclusive jurisdiction in case of any dispute.

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### Declaration

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree with all of them and undertake to abide by the same. We indemnify the developer towards any loss incurred by the developer for not agreeing to or not abiding by any of the above mentioned terms and conditions.

Name : ..... Signature : .....

Name : ..... Signature : .....

Name : ..... Signature : .....

Name : ..... Signature : .....

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### Payment Plan for "Imperia Residency"

#### [A] Down Payment Plan

1.	At the time of Booking	20% of Sale Value
2.	Within 30 days of Booking	75% of Sale Value
3.	At the time of Possession	5% of Sale Value + Other Charges + PLC if any

#### [B] Construction Link Payment Plan

S. No.	Particulars	% Amount
1.	At the time of Booking	20% of Total Sale Value
2.	Within 60 days from Booking	25% of Total Sale Value
3.	Within 120 days from booking	10% of Total Sale Value
4.	On the start of Ground Floor slab	10% of Total Sale Value
5.	On the start of Third Floor slab	10% of Total Sale Value
6.	On the start of Sixth Floor slab	10% of Total Sale Value
7.	On the start of Eighth Floor slab	10% of Total Sale Value
8.	On offer of Possession	5% of Total Sale Value
<b>Grand Total</b>		<b>100%</b> of Total Sale Value

#### Other Terms:

1. Registry Charges and other government charges (asper Government rule) shall be borne by the allottee.
2. The payment should be made in favour of "Imperia Structures Ltd."
3. Prices are subject to revision at any time without prior notice
4. Other charges, car parking, PLC etc as mentioned above shall be charged over and above the basic price of the unit.

**\*Total Sale Value means - Basic Sale price + Other Charges + Plc + Car Parking etc.**

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**Prime Specifications of Imperia Residency:**

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| 1. Air Conditioner                   | 13. Crockery                       |
| 2. Fridge                            | 14. Electric Chimney               |
| 3. Food Processor                    | 15. Electric Kettle                |
| 4. LCD with Cable Connect            | 16. Juicer Mixer                   |
| 5. Double Bed with Mattress & Pillow | 17. Toaster                        |
| 6. DVD/VCD Player                    | 18. Curtain & Curtain Rod          |
| 7. EPABX System                      | 19. Complete Wood Work in Cupboard |
| 8. RO in the Kitchen                 | 20. Towel Rack in the Bathroom     |
| 9. Study Table with Chair            | 21. Gas Burner                     |
| 10. Designer Light Fitting           | 22. Rocking Chair                  |
| 11. Equipped Kitchen                 | 23. Bookshelf cum Showcase         |
| 12. Electric Oven                    | 24. 2 Seater Dining Table          |
|                                      | 25. Sofa                           |

**Note:** Specifications from 1 to 25 are available in 750 sq. ft. and the specifications from 1 to 21 are available in 425 sq. ft.

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