

## APPLICATION FORM



Application No. \_\_\_\_\_

Date \_\_\_\_\_

**IMPERIA STRUCTURES LIMITED**

A 25, Mohan Co-operative Industrial Estate,  
New Delhi - 110044, India.

Dear Sir / s,

I / We wish to register for allotment of a Space in your proposed IT / ITES project viz. "Imperia Byron" situated at Sector-62, Gurgaon, Haryana, ("the Project") under the Down Payment / Construction Linked Payment Plan (Tick One)

I / We hereby remit a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide Cheque / No(s) \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ in favor of "Imperia Structures Limited" as the registration amount.

I / We are making this Application with the full knowledge that the plans for the building in which the Space applied for will be located, are still under process for sanctioning by the competent authority.

I / We agree that the allotment of the Space in the upcoming project "Imperia Byron" shall become definitive only after the due information of the same by Imperia Structures Limited in writing and shall be subject to the terms and conditions stipulated by Imperia Structures Limited herein after "The Company"

In the event of the Company accepting my / our Application cum Registration to allot a Space, I / we agree to pay all further installments of the sale price and all other monies / dues as stipulated in the payment plan communicated along with this Application (which may be altered at the time of execution of the Memorandum of Understanding) as explained to me by the Company and fully understood and accepted by me / us.

I / We agree to execute all the documents in the standard format provided by the Company as and when necessary for the allotment of the Space in the upcoming project "Imperia Byron" and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

The said Space shall be deemed to be allotted to me only after I / we execute the Memorandum of Understanding on the standard format provided by the Company after carefully understanding, agreeing and undertaking to abide by the terms and conditions laid down therein and all the implications thereof and after understanding my / our obligations and liabilities and the obligations and liabilities of the Company as set forth in the Memorandum of Understanding.

I / We agree that the Memorandum of Understanding shall not be binding upon the Company until executed by the Company.

I / We agree that the registration and subsequent allotment of Space is at the sole discretion of the Company and in case the Space is not allotted to me / us for any reason whatsoever, I / we shall not raise any objection or claim damages or challenge the same in the court of law and the amount deposited herein shall be refundable to me / us without any interest within 30 (Thirty) days from the Date of Notice regarding rejection of my / our Application.

I / We agree that the allotment shall become final and binding upon the Company only after the acceptance by it of the signed Memorandum of Understanding within a period of 30 (Thirty) days from the date of its dispatch by registered post, together with all the annexure, draft tri-partite Maintenance Agreement together with the amounts due and payable as set forth in the schedule of payments annexed herewith ("Payment Plan"). If I / We fail to execute and deliver to Imperia Structures Limited, then my / our Application shall be treated as cancelled and an amount equivalent to 15% of the total cost of the Space considered as the earnest money shall stand forfeited without any notice / reminders.

I / We have gone through the above terms and conditions and have understood them and I / we hereby record my / our acceptance thereof.

\_\_\_\_\_  
x Signature of Sole/First Applicant

\_\_\_\_\_  
x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

Imperia Byron, Application Form



**PERSONAL DETAILS FORM**

Sole / First Applicant \_\_\_\_\_  
Son of / Daughter of / Wife of \_\_\_\_\_  
Date of Birth / Incorporation \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Residential Status \_\_\_\_\_ NRI  PIO   
Passport No. \_\_\_\_\_  
Income Tax Permanent Act. No. \_\_\_\_\_  
Nationality \_\_\_\_\_

Second Applicant \_\_\_\_\_  
Son of / Daughter of / Wife of \_\_\_\_\_  
Date of Birth / Incorporation \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Residential Status \_\_\_\_\_ NRI  PIO   
Passport No. \_\_\_\_\_  
Income Tax Permanent Act. No. \_\_\_\_\_  
Nationality \_\_\_\_\_

Third Applicant \_\_\_\_\_  
Son of / Daughter of / Wife of \_\_\_\_\_  
Date of Birth / Incorporation \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Residential Status \_\_\_\_\_ NRI  PIO   
Passport No. \_\_\_\_\_  
Income Tax Permanent Act. No. \_\_\_\_\_  
Nationality \_\_\_\_\_

\_\_\_\_\_  
x Signature of Sole/First Applicant    x Signature of Second Applicant (if any)    x Signature of Third Applicant (if any)



**imperia**  
Securing Smiles!

### DETAIL OF UNIT REQUIRED FOR ALLOTMENT

Unit No. \_\_\_\_\_  
Super area of unit \_\_\_\_\_

Floor \_\_\_\_\_  
Parking Space (s) No. \_\_\_\_\_

### PAYMENT PLAN

DOWN PAYMENT PLAN

INSTALLMENT PLAN

### PAYMENT DETAILS

- Basic Consideration Price ₹ \_\_\_\_\_/- Sq. Ft. (i.e. ₹ \_\_\_\_\_/- Sq. Mt.) (Super Area)
- Preferential Location Charge (PLC) ₹ \_\_\_\_\_/- Sq. Ft. (i.e. ₹ \_\_\_\_\_/- Sq. Mt.) (Super Area)
- External Development Charges (EDC) ₹ \_\_\_\_\_/- Sq. Ft. (i.e. ₹ \_\_\_\_\_/- Sq. Mt.) (Super Area)
- Infrastructure Development Charges (IDC) ₹ \_\_\_\_\_/- Sq. Ft. (i.e. ₹ \_\_\_\_\_/- Sq. Mt.) (Super Area)
- Other charges, if any ₹ \_\_\_\_\_/- Sq. Ft. (i.e. ₹ \_\_\_\_\_/- Sq. Mt.) (Super Area)
- Parking Space Charges ₹ \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) @ ₹ \_\_\_\_\_ each.

### DECLARATION

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

Yours faithfully,

Date \_\_\_\_\_  
Place \_\_\_\_\_

Signature of Sole / First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Note:

1. Cheques / Demand Draft towards consideration of the area to be made in the favour of "Imperia Structures Limited" payable at New Delhi.
2. In case, the cheques comprising booking amount are dishonoured due to any reason, the company reserves the right to cancel the booking without giving any notice to the Applicant(s).
3. All amounts received from Applicant(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency account only.
4. Allotment to Non Resident and People of Indian Origin(PIO) Shall be subject to laws of Republic of India.
5. Applications shall be considered as incomplete if not accompanied by photographs of the applicant(s).

\_\_\_\_\_  
x Signature of Sole/First Applicant

\_\_\_\_\_  
x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

Imperia Byron, Application Form





**FOR OFFICE USE ONLY**  
Application: Accepted / Rejected

**Registration of Unit**

Unit No. \_\_\_\_\_  
Super area of unit \_\_\_\_\_

Floor \_\_\_\_\_  
Parking Space (s) No. \_\_\_\_\_

**UNIT PRICE**

- Basic Price @ ₹ \_\_\_\_\_ /- Sq. Ft. (i.e. ₹ \_\_\_\_\_ /- Sq. Mt.) (Super Area)
- Preferential Location Charge (PLC) @ ₹ \_\_\_\_\_ /- Sq. Ft. (i.e. ₹ \_\_\_\_\_ /- Sq. Mt.) (Super Area)
- External Development Charges (EDC) @ ₹ \_\_\_\_\_ /- Sq. Ft. (i.e. ₹ \_\_\_\_\_ /- Sq. Mt.) (Super Area)
- Infrastructure Development Charges (IDC) @ ₹ \_\_\_\_\_ /- Sq. Ft. (i.e. ₹ \_\_\_\_\_ /- Sq. Mt.) (Super Area)
- Parking Space Charges  
(Rupees \_\_\_\_\_ only) @ ₹ \_\_\_\_\_ each.

- Payment Plan \_\_\_\_\_
- Mode of Booking: Direct/Business Development Associate (BDA) If BDA, details \_\_\_\_\_
- Special Instructions/Remarks \_\_\_\_\_

Signature (Receiving Officer)



Signature (CRM)

**BROKER'S DETAILS**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tele. No. \_\_\_\_\_

**Business Development Associate's Seal**

\_\_\_\_\_  
x Signature of Sole/First Applicant

\_\_\_\_\_  
x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

**BROAD TERMS AND CONDITIONS FOR APPLICATION CUM REGISTRATION  
OF SPACE IN “IMPERIA BYRON” SECTOR 62, GURGAON, HARYANA.**

The terms & conditions given below are only indicative to enable the Applicant(s) acquaint himself / herself / themselves with the terms & conditions which shall be comprehensively set out in the Memorandum of Understanding which, upon execution, shall supersede the terms & conditions set out herein so far as they are inconsistent with the Memorandum of Understanding.

1. The Applicant(s) has(ve) made this Application for the allotment of a Space with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Space is proposed to be situated, and which have been fully understood by the Applicant (s).
2. The Applicant(s) has(ve) satisfied himself / herself / themselves about the interest and right of the Company in the Land on which the said Space is being constructed and has(ve) fully understood all limitations and obligations in respect thereof. The Applicant(s) agree(s) that there will not be any further investigations or objections by him / her / them in this respect.
3. The Applicant(s) agree(s) to pay the price of the space and other charges calculated on the basis of land rate per square feet /meter, Preferential Location Charges (PLC) per square feet/meter, and any other charges or levies as applicable as per the Competent Authority. It is further understood by the Applicant(s) that the calculation of all the charges applicable shall be more clearly defined in the Memorandum of Understanding and upon execution of the Memorandum of Understanding, the method of payment state therein shall become binding upon the parties to the Memorandum of Understanding.
4. The Company has made clear to the Applicant(s) that it shall be carrying out extensive developmental / construction activities as it may deem fit in future in the entire area falling outside the Space i.e. in the Imperia Byron Complex and that the Applicant(s) has(ve) confirmed that he/ she/ they shall not raise any objections or make any claims or default in any payments as demanded by the Company in account of inconvenience, if any , which may be suffered by him/ her/ them due to such developmental/ construction activities or incidental/ relative activities. The Company relying on this specific undertaking of the Applicant(s) in this Application may provisionally/ finally agree to allot the Space and this undertaking shall survive throughout occupancy of the Space by the Applicant(s), his/ her/ their legal representatives, successors, administrators, executors, assigns, nominees, tenants, lessee's.
5. The allotment of Space to all the Applicant(s) shall be made on a first come first serve basis.
6. The Space applied for, along with the Building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Space owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983, shall be conclusive and binding upon the owners of the Space(s) and the Applicant(s) confirm(s) that his / her / their right, title and interest in the concerned Space / Building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Applicant(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other clauses contained herein.

The Applicant(s) has(ve) seen and accepted the plans, design, specifications which are tentative and the Applicant is / are making Application for allotment with the full knowledge about the building plans, proposed specifications, location of the space, buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, deleted, substituted or recasted as the Company may consider necessary or as directed by the concerned Competent Authority and / or Architect, at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate by the concerned Competent Authority. The Applicant(s) has(ve) also seen the specification and information as to the material to be used for the constructions of the Space, which are also tentative and the Company may make such variations, modifications, changes, deviations, revisions and/or any amendment therein as it mat deem fir and proper or as may be directed by any Competent Authority and the Applicant(s) hereby give(s) his / her / their / consent to such variation and modifications. The

\_\_\_\_\_  
x Signature of Sole/First Applicant

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x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

Imperia Byron, Application Form

Applicant(s) Has(ve), in token of his / her / their / acceptance of various lay-out plans of the said Space to be situated in Building / Complex and Specifications, signed and executed the Annexure attached , which form part and parcel of this Application and shall also from a part of the Memorandum of Understanding and the Applicant(s) shall not raise any dispute / claim against the Company in this regard at any time whatsoever. The Applicant(s) hereby gives his / her their / consent to such variations, additions, alternations and modifications.

7. The Applicant(s) has(ve) made the Application with full knowledge that the plans for the Building in which the Space applied for will be located are not yet sanctioned by the Competent Authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received without any interest. That upon receipt of such refund by registered post, the Applicant(s) shall not have any further rights, claims, demands etc. against the Company and the Applicant(s) further undertake(s) to waive any such claims, rights or demands that it may have against the Company in this regard. Upon such refund of all the amounts received from the Applicant(s), the Company shall be fully released and discharged from all its obligations and liabilities in this regard.
8. The Applicant(s) agrees that he/ she/ they shall pay the price of the Space and such other charges calculated on the basis of Super Area, which is understood to include pro rata share of the common areas in the Project and proportionate share of the other common facilities, as specifically provided in the Memorandum of Understanding, which may be located anywhere in the said proposed Imperia Byron Complex, at the sole discretion of the Company. It is further understood by the Applicant(s) that the calculation of Super Area of the Space shall be more clearly defined in the Memorandum of Understanding and upon execution of that Agreement, the method of definition of Super Area stated therein shall become binding on both the parties.
9. That the Company has made it specifically clear to the Applicant(s) and after having satisfied himself / herself / themselves, the Applicant(s) has(ve) understood and agreed that the computation of the price of the Said Space does not include recovery of payment towards Maintenance Charges of any kind by the Company from the Applicant(s) in any manner. As regards payment of Maintenance charges, the Applicant(s) shall enter into a separate Maintenance Agreement with the designated Maintenance Agency to be appointed by the Company in this regard.
10. That the Applicant(s) shall reimburse to the Company on demand, including but not limited to, all government rates, taxes, service tax, VAT, excise, levies, charges, payments, penalties, fines and any other such outgoings, levy of proportionate development charges with regard to State/ National highways, transport, and power facilities etc., whether levied or livable now or in future on the Space or the Imperia Byron Complex as the case may be, as assessable/ applicable from the date of Application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).
11. The Applicant(s) understand(s) that the prices given are exclusive of the External Development Charges (EDC) & Infrastructure Development Charges (IDC), pro-rata per Square Feet/Meter as applicable to this site. Further any future upward revision thereof by the government agencies shall be recovered from the applicant(s) on pro-rata basis.
12. The Applicant(s) agrees that out of the amount(s) paid / payable by him / her / them / towards the sale price, the Company shall treat 15% of the sale price as earnest money to ensure due fulfillment, by the Applicant(s) of all the terms and conditions as contained herein and in the Memorandum of Understanding.
13. The Company and as the Applicant(s) hereby agree(s) that the money for the purpose of the Application and Memorandum of Understanding shall be as per Space. The Applicant(s) hereby authorize(s) the Company to forfeit the earnest money along with the interest paid, due or payable along with any other amounts of non refundable nature in case of non fulfillment of any of the terms and conditions herein contained and those of the Memorandum of Understanding as also in the event of failure by the Applicant(s) to sign and return to the Company the Memorandum of Understanding within thirty (30) days of its dispatch by the Company.
14. The Applicant(s) shall enter into a separate Maintenance Service Agreement on the terms and conditions as may be provided in Memorandum of Understanding and the Maintenance Agreement with the designated Maintenance Agency.

\_\_\_\_\_  
x Signature of Sole/First Applicant

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x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

Imperia Byron, Application Form

- (A) In order to secure adequate provision of Maintenance services by the Maintenance Agency ("Hereinafter referred as Maintenance Agency") as may be appointed by the Company in addition to due performance of the Applicant(s) in paying promptly the Maintenance bills and other charges, the Applicant(s) hereby undertake(s) to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Maintenance Agency / Company, as the case may be, as Interest Free Maintenance Security ("IFMS") equivalent to 6 months Maintenance Charges.
- (B) Further, the Applicant(s), upon completion of the Said Space, undertakes to enter into a Maintenance Agreement with the Said Maintenance Agency. The Applicant(s) undertakes to pay the Maintenance bills monthly / quarterly, as raised by the Company/ Maintenance Agency from the date of the offer for possession for fit outs, irrespective whether the Applicant(s) is / are in occupation of the Space or not.
- (C) The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting there from any outstanding Maintenance bills and / or other outgoing of the Applicant(s) at any time and thereupon the Company shall stand completely absolved / discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Space / common areas to such Maintenance Agency, as the case may be.
- (D) It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Applicant(s) and the Company shall have first charge / lien on the Space in respect of any such non payment of shortfall / increase, as the case may be.

15. The Company shall make all efforts to apply for the Occupation Certificate of the Project within Twenty Four (24) months from the date of signing of the Memorandum of Understanding, subject to certain limitations as provided in the Memorandum of Understanding and the timely compliance of the provisions of the Memorandum of Understanding by the Applicant(s). The Applicant(s) agree(s) and understand(s) that the Company shall be entitled to a grace period of hundred and eighty (180) days, after the expiry of Twenty Four (24) months, for applying and obtaining the Occupation Certificate in respect of the Said Imperia Byron Complex.

The Company, subject to the Applicant(s) having complied with all the terms and conditions of the Memorandum of Understanding, shall handover the Space to the Applicant(s) for his / her / their occupation and use or as provided in Memorandum of Understanding. In case of Virtual Allotment, the Space will be registered and handed over to the Lease. In the event the Company fails to offer the possession of the Space to the Applicant (s) within the stipulated time period and as per the terms and conditions of the Memorandum of Understanding then the Company shall be liable to pay compensation charges @ ₹10/- per sq. ft i.e. ₹1000 per sq. meter per month to the Applicant(s), from the said delayed period, however the same shall be subject to the Applicant(s) having fulfilled his part of the obligations as per the term of allotment / Memorandum of Understanding.

16. It is specifically agreed and understood by the Applicant (s) that the Company may at its sole discretion decide not to allot any or all Space to anybody or altogether decide to put in abeyance the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of initial token / booking money being received by the Company with the Application from the Applicant(s). Further, the provisional and / or final allotment of the Space is entirely at the discretion of the Company and the Company has the right to reject any provisional and/or final allotment without assigning any reasons thereof.

17. The Applicant(s) agree(s) to pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Said Space in favor of the Applicant(s) which shall be executed and got registered upon receipt of the full sale price from the Applicant(s), other dues and the said charges and expenses as may be payable or demanded from the Applicant(s) in respect of the Said Space allotted to him / her / them.

18. The Applicant(s) agree(s) and undertake(s) that he/ she/ they shall become a member of any association / society of Said Imperia Byron Complex as may be formed by the Company on behalf of Space Buyers as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.

19. The Applicant(s) agree(s) and understand(s) that time is the essence with respect to their obligations to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and

\_\_\_\_\_  
x Signature of Sole/First Applicant

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x Signature of Second Applicant (if any)

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x Signature of Third Applicant (if any)

when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Applicant(s) under the Memorandum of Understanding. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on part of the Company to send demand notices / reminders regarding the payments to be made by the Applicant(s) as per the Schedule of Payments or obligations to be performed by the Applicant(s).

20. In case of delay of sixty (60) days in making payment by the Applicant(s) to the Company as per the schedule of payments, the Company shall have the right to terminate the allotment / Agreement and forfeit the earnest money. The Company shall also be entitled to charge interest @ 18% p.a. from the due date of installment, as per the schedule of payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the allotment / Agreement, and enforce all the payments and seek specific performance of the Memorandum of Understanding. In such a case, the Parties agree that the possession of the Space will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.
21. The Applicant(s) hereby authorize(s) and permit(s) the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of his / her / their respective Space or the receivables, if any, accruing or likely to accrue there from, subject to the Space being made free of any encumbrances at the time of execution of sale deed in favor of the Applicant(s) or his / her / their nominee. The Applicant(s) further understand(s) that in case of the Applicant(s) who has / have opted for long-term payment plan arrangement with any financial institutions / banks, the conveyance of the Space in favor of the Applicant(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions / banks.
22. The Applicant(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant(s) is / are liable to pay as agreed between them and to observe and perform all the covenants and conditions of Application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of nonpayment, non-observance or non-performance of the said covenants & conditions by the Applicant(s).
23. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the Said Space, it shall be the sole responsibility of non-resident / 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 regulations of the Reserve Bank of India or any other applicable law in this regard and provide the Company with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Company to fulfill its obligations under Buyers' Application or Memorandum of Understanding. Any refund, transfer of security if provided in terms of the Memorandum of Understanding shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understand(s) and agree(s) that in the event of any failure on his / her / their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he / she / they / shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility in this regard and the Applicant(s) agree(s) and undertake(s) to indemnify and keep the Company fully indemnified and harmless from any harm, injury, losses, claims and demands which may be caused due to the non-observance of the applicable rules and regulations in this regard.
24. The Company shall not be responsible towards any third party making payment / remittances on behalf of the Applicant(s) and such third party shall not have right in the Application / allotment of the Said Space applied for herein in any way. The Company shall issue receipts for payment in favor of the Applicant(s) only.
25. The Applicant(s) has(ve) specifically acknowledged with the Company that the allotment of the Space shall be subject to the strict compliance of by-laws, rules etc. that may be framed by the Company for occupation and use of the Space and such other conditions as per the applicable laws.
26. The Applicant(s) shall use and occupy the Space in such manner and mode as may be provided in the Memorandum of Understanding.
27. The Applicant(s) has(ve) specifically agreed with the Company that the allotment of the Space shall be subject to strict compliance of by-laws, rules etc. that may be made by the Company for occupation and use of the Space and such other conditions as per the applicable laws. The allotment shall also be subject to the recitals as incorporated in the

\_\_\_\_\_  
x Signature of Sole/First Applicant

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x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

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declaration to be read under the Haryana Apartment Ownership Act, 1983. In case of Joint Applicants all communication shall be sent to the Applicant(s) whose name(s) appear(s) first in the Application form, at the addresses given by him / her / them, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s). The Applicant(s) has(ve) agreed to the condition of the Company.

28. The Applicant(s) shall inform the Company in writing of any change in the mailing address mentioned in the allotment letter, failing to which all demands, notices etc. by the Company shall be mailed to the address given in the Application and shall be deemed to have been received by the Applicant(s).
29. The Applicant(s) agree(s) that the provisional allotment of the Space as well as the allotment thereafter of the Space shall be subject to force majeure clause which inter alia includes delay on account of non- availability of the steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the Construction Agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake, floods or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and / or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events, the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Said Space.
30. The Applicant(s) shall be eligible to transfer or nominate Said Space only after a minimum payment of 30% of the total consideration of the Said Space has been made by him/ her/ them in favor of the Company and on the terms and conditions and the changes that may be stipulated by the Company in any behalf.
31. The Applicant(s) i / are, entitled to get the name(s) of his / her / their nominee(s) substituted in his / her / their place with the prior approval of the Company who may at its sole discretion permit the same on such conditions as it may deem fit. The Applicant(s) shall pay to the Company, transfer charges as applicable from time to time for the purpose of such substitution/nomination/transfer.
32. The Company reserves the right to transfer ownership of the Project "Imperia Byron" in whole or in parts to any other entity such as a partnership firm, corporate, whether incorporated or not, association or agency, by way of sale / disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Applicant(s) undertake(s) that he / she / they shall not raise any objection in this regard.
33. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
34. I / we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I / we understand that the terms and conditions given above are of indicative nature with a view to acquaint me / us with the terms and conditions as shall be comprehensively set out in the Memorandum of Understanding which shall supersede the terms and conditions set out in this Application.
35. That the Applicant(s) has(ve) clearly understood that the Said Space is not for the purpose of self occupation and use by the Applicant(s) and it is for the purpose of leasing to third parties along with combined Spaces as larger area. The Applicant(s) has(ve) given unfettered right to the Company to lease out the Said Space along with other combined Spaces as a larger area on the terms and conditions that the Company would deem fit. The Applicant(s) shall at no point of time object to any such decision of leasing by the Company.
36. That the Applicant(s) agree(s) that in case, the use of the Project is converted from IT / ITES to Commercial by the Competent Authorities, then the conversion charges along with Company's administration and service charges as decided by the Company will be proportionately paid by the Space Holders without any demur or protest.
37. Upon execution of the Memorandum of Understanding, the terms and conditions, as set out in the Memorandum of Understanding, shall supersede the terms and conditions as set out herein.

\_\_\_\_\_  
x Signature of Sole/First Applicant

\_\_\_\_\_  
x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

Imperia Byron, Application Form

38. This Agreement has been executed at Delhi and the Courts at New Delhi alone shall have the jurisdiction to try and entertain all disputes arising out of or in relation to this Agreement.

Date \_\_\_\_\_

1. \_\_\_\_\_

Place \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature of the Applicant (s)

### Documents to be submitted along with the Application Form

**Resident of India:**

- Copy of PAN card.

**Partnership Firm:**

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- In case of one of the partners signing the documents, an Authority Letter from the other partners Authorizing the said person to act on behalf of the firm.

**Private Limited & Limited Company:**

- Copy of PAN card of the Company.
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company.
- Board resolution, authorizing the signatory of the Application form to buy property on behalf of the Company.

**Hindu Undivided Family (HUF):**

- Copy of PAN card of HUF.
- Authority letter from all co-larcener's of HUF, authorizing the Karta to act on behalf of HUF.

**NRI / Foreign National of Indian Origin:**

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only, or Foreign Exchange remittance from abroad and not from the account of any third party.

**Photographs in all cases.**

\_\_\_\_\_  
x Signature of Sole/First Applicant

\_\_\_\_\_  
x Signature of Second Applicant (if any)

\_\_\_\_\_  
x Signature of Third Applicant (if any)

## PAYMENT PLAN / PRICE LIST

UNIT BSP	Per Sq. Ft. on Super Area CLP	Rate after 10% discount on DP
Office Space	Company Price ₹ 6,545/- Per Sq. Ft	Company Price ₹ 6,545/-Per Sq. Ft 10% discount ₹ 654/-Per Sq.Ft ₹ 5,890/-Per Sq. Ft (No Assured Returns)

### Construction Linked Payment Plan

On Booking	10% of BSP
Within 45 days from the Booking	10% of BSP
Within 90 days from the Booking	10% of BSP
On Casting of Basement Floor Slab	10% + 50% of EDC & IDC
On Casting of Ground Floor Slab	10%
On Casting of 2 <sup>nd</sup> Floor Slab	10% + 50% of EDC & IDC
On Casting of 4 <sup>th</sup> Floor Slab	10% of BSP
On Casting of 7 <sup>th</sup> Floor Slab	10% + 50% of Car Parking
On Installation of Plumbing	10% + 50% of Car Parking
On Installation of Electrical	5.0%
On Notice of Possession	5.0% + IFMS, EEC, FFC & Registration Charges

\*The amount to be paid at the time of booking would be applicable as per the status of the construction of relevant tower of the said unit.

### Assured Return Plan

Basic Sale Price (BSP) ₹ 6, 545/- per Sq. Ft.

Assured Return of 11% per annum payable till possession.

Thereafter 9.0% per annum first lease guarantee.



## PAYMENT PLAN / PRICE LIST

### Other Terms & Conditions:

1. Prices indicated above are subjected to revision at the discretion of the Company. Price ruling on the date of booking and accepted by the Company shall be applicable.
2. The space shall be provided on automatic allotment basis unless the consumer agrees to pay the preferential location charges mentioned above.
3. Consumer has agreed to purchase virtual space. In case of Lockable space, additional ₹ 250 per Sq. Ft. is payable.
4. Parking, EDC, IDC, IFMS, EEC, Service Tax etc. are payable in addition to the basic sale price.
5. 1 Sq. Ft. = 0.093 Sq. Mt.





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