

IMPERIA PREMIER APPLICATION FORM



APPLICATION FORM

APPLICATION FOR BOOKING OF COMMERCIAL SPACE IN PROJECT "IMPERIA Premeria"

To,
Imperia Structures Ltd.
A-25, Mohan Co-operative Industrial Estate,
New Delhi-110044

Dear Sir,

I/We request that My/Our Application may be registered for booking of an Commercial Space (herein after referred to as "Unit") in your upcoming Project "IMPERIA PREMERIA" being developed and constructed by your Company at Plot No.44-45 Knowledge Park-5, Greater Noida, U.P.

I/We have clearly understood that the Application does not constitute an Agreement to sell and I/We do not become entitled to the provisional and/or final Allotment of Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the earnest money/part of earnest money tendered with the Application.

I/We agree to it, sign and execute, as and when required by the Company (on confirmation of allotment), the Allotment Letter/ Builder Buyer Understanding/Grant of Lease/Sub-Lease on the Company's standard format contents whereof have been read and understood by me/us. I/We agree to abide by the Terms & Conditions laid down in this Application Form.

I/We remit herewith a sum of ₹ _____ /- (₹ _____
_____ Only) by Bank Draft/ Cheque No _____
_____ Dated _____ drawn on _____
_____ payable at Delhi/ New Delhi toward the Booking Amount/Earnest
Money or part thereof for the Said Unit. (All draft and cheques to be drawn in favour of "Imperia Structures Ltd.")

I/We further agree to pay the installment of basic cost and allied charges as stipulated/ demanded by the Company and/or as contained in the Payment Plan opted by me and/or as per other Application Form.

Place _____

Date _____

Signatures of all Applicants as a token of acceptance
of all Terms and Conditions



Permanent Address (Res.) _____
Pin Code

Office Address _____

10. Tel. Res. Off. Mobile No.

11. Fax. No.

12. E-mail _____ 13. Marital Status _____

14. Income Tax Permanent Account No _____ 15. Passport No _____

Name of the Project: **IMPERIA PREMIERIA**

Unit Measuring (Approx.) _____ sq. ft. super area. Floor: _____

Category A. Fully Furnished office suites **Category B.** Virtual Space

Payment Plan option:

1. Down Payment Plan 2. Flexi Payment Plan 3. CLP

2. Basic Sale Price ₹ _____ (Per Sq. ft.)

Floor PLC (subject to availability) ₹ _____ (Per Sq. ft.)

Covered Car Parking

Any Other Remarks _____

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 laid down in this Application Form.

I/We shall abide by the Terms and Conditions, and the Payment Plans laid down in this Application, and which shall ipso-facto be applicable to my/our legal heirs and successors.

Date: _____

Signature of All Applicants

Place: _____

Name of the Broker/ Property Consultant _____

Address of the Broker/ Property Consultant _____

Contact Details of the Broker/Property Consultant _____

Signature of the Broker/Property Consultant _____

(Please affix your Company Stamp/Seal)



Basic Terms and Conditions for Booking / Allotment of Commercial Space in “Imperia Premeria”

The Applicant understands and is aware of the manner and the extent or the rights, interest and entitlement of the Developer on the Land measuring approximately 20 acres situated at Plot No.44-45, Knowledge Park-5, Greater Noida U.P. and the proposed commercial component of IT/ITES project is known as “**Imperia Premeria**”, which are briefly reproduced herein below:

1. **Imperia Structures Ltd.** (herein referred to as the “Developer or the Company”) as the Developer is entitled to Construct, Develop, Sell, **Lease, Sub- lease** and manage the areas in the Proposed Project viz. “**Imperia Premeria**” (herein also referred to as the “Project”) and the Developer has covenanted to inter-alia develop the Project on the Project Land and to deal with all matters concerning the same.
2. The Applicant (s) has fully satisfied himself about right title, and interest of the Developer in the Plot of the Land totally measuring 20 acres approximately which is allotted to M/S Times Shoppe Centre (P) Ltd (TSC), in collaboration with whom, the developer is constructing the present Project and to whom the Said Plot has been allotted by Greater Noida Industrial Development Authority (State Government Undertaking) on which the Project is being developed and the Allotment, including the share of the Developer, is on Leasehold basis targeted for utilizing the Built Up Space for software/ITES Information Technology park/Office/Residency/Retail/Commercial and has further understood all limitation and obligations in respect thereof.
3. The Applicant(s) has applied for Commercial Space (herein referred to as “Unit”) proposed to be constructed on Project titled “**Imperia Premeria**” (**Said Project**). The Applicant (s) undertakes to comply with all the requirement and compliances of the GNIDA, The Ministry of Environmental Impact Assessment (EIA), U.P. Pollution Control Board/ Water commission and any other government rules and regulations laid down by State of U.P. or any other Competent Authority. The Applicant (s) shall not use the Said Unit or permit the same to be used for any purpose other than purpose as sanctioned by the Prescribed Authority.
4. The Applicant(s) has represented that it has specifically understood and agreed that-
 - (a) The performance by the Developer/TSC 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.
 - (b) The Developer has readily provided, and the Applicant(s) has seen and received to its satisfaction all information and clarifications as required by the Applicant(s) and the Applicant(s) is applying for the Said Unit with full knowledge of all the title, rights and interest of the Developer and Laws, Rules, Regulation, Notifications, etc. applicable to the Project. All the queries related to Unit, Project etc. have already been answered by the Developer to the complete satisfaction of the Applicant(s) and no further investigation in this regard is required by the Applicant(s). The Applicant(s) confirms that this Application is irrevocable and can not be withdrawn. However, if for any reason, Applicant(s) desire, he can take refund of amount paid by him/her within Fifteen Days from the date of making of his first Payment (whether full Booking Amount or the First Token Payment) without any deduction from the Developer.



- (c) The Allotment of the Said Unit shall be provisional and shall only be confirmed upon the execution of the proposed Builder Buyer Understanding. The Allotment of the Unit is entirely at the discretion of the Developer. The ownership right of the Applicant shall begin only after the full payment is made for Basic Sale Price, all other charges and statutory dues and also when the Registered Conveyance Deed/Sub Lease Deed of Property is executed.
- (d) The Applicant(s) accepts that the Plans are tentative and the Area/Location of Said Unit may be changed/ varied during the course of Construction to the extent of plus/minus Twenty Percent to which the Applicant(s) shall not object. The Applicant(s) further agrees to pay the consideration for increased Area, if any and if the Area decreases the Developer will refund the Amount or adjust the Amount in future installments as the case may be. However subject to the fact, that if the Area increases or decrease by Five Percent, no Amount will be demanded or refunded by the Developer as the case may be.
5. That the schedule of the installments under Payment Plan chosen shall be final and binding on the Applicants(s). It is made clear that the time for Payment is the essence of Allotment.
 6. That the Allotment Letter issued by the Developer allotting the Unit in the Said Building shall be binding on the Applicant(s) to purchase the same and the Applicant(s) will have to execute all the necessary documents, affidavits, including Standard Building Buyer Understanding, within stipulated time from the date of offer of Allotment and/or from the date of communication regarding offer of Allotment by the Developer. It is specifically understood by the Applicant(s) that upon execution, the Terms and Conditions as set out in the Builder Buyer Understanding shall supersede so far as they are in conflict with the Terms and Conditions as set out in this Application.
 7. The Applicant(s) understand that this Application is purely on tentative basis and that Developer may at its sole discretion decide not to Allot any or all the Units in the Said Project to anybody or altogether decide to abandon the Project itself within 9 months from the Date of Execution of Builder Buyer Understanding in favor of the Applicant(s), for which the Applicant(s) shall not have a right to raise any dispute and claim any right/use/ interest on the acceptance of the Application and receipt of the Booking Amount being received by the Developer with this Application Form from the Applicant(s). In such case, the Applicant(s), shall be entitled to the refund of the entire Amount paid by him along with interest at the rate of Six Percent Per Annum.
 8. That a written intimation for completion of Unit will be sent to the Applicant(s) and a "Fit Out Period" of one quarter will commence from the date of offer of Possession. The said "Fit Out Period" is meant to take the Virtual/Physical Possession of his own Unit after complying with the requisite formalities viz obtaining NOC from the Account Department, registration of Sub Lease Deed etc.
 9. However, if there is delay in handing over Possession of Unit after expiry of Fit Out Period due to any other reason(s), the Developer will pay the Applicant(s), Delayed Possession charge at the rate of Rs. Ten per sq. ft. per month in respect of Covered Area of the Unit for delayed period only (commencing from the date of expiry of "Fit Out Period") provided that all due installment from the concerned Applicant(s) were received in time and he has complied with requisite formalities viz obtaining NOC from Account Department of the Developer, registration of Sub Lease Deed etc.
 10. The Applicant(s) has seen, understood and accepted that the Building Plans, Building Designs, Facilities and

Specifications, as decided by the Developer, are tentative and are subject to approval of regulatory authorities of Greater Noida. The Applicant(s) agrees that the Developer may make such variation, additions, alteration and modifications etc. (Which may include changes in the Area of the Unit, Floor, Number of Units, Location of the Building and increase/decrease in the number of Car parking slots allotted to the Applicant(s) therein as may be directed by any competent authority/ authorities/architect or otherwise , and the Applicant(s) hereby gives his consent to such variation, additions, deletions alteration and modification etc. The drawing shown to Customer pertaining to the Project in question and the Floor Plans are on Covered Area basis. This will however, be subject to any modification that may be made by the sanctioning authority or may be necessitated during the course of Sanction/Construction. That the Area shown in the Brochure, Maps, Plans or any other Document etc. is from wall centerlines and is indicative only. The Actual Final Area will be calculated at the time of Construction. That the Applicant hereby agrees that the Developer will not entertain any request for any change in Construction/Design of any type of the Unit. 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.

11. The Developer/TSC by itself or through its Nominee(s) may raise finance from any Bank/Financial Institution Body Corporate to finance the Building/Project and for this purpose further creates an Equitable Mortgage/English Mortgage Charge on the Project Land and Area constructed/ to be constructed and for such an act, the Applicant(s) hereby gives his consent and authorizes the Developer to do the same. The Developer, however, assures the Applicant(s) that the Said Unit, after receipt of the Basic Sale Price and all the other sums due and payable by the Applicant(s), shall render the Applicant(s) Unit free from encumbrances created by the Developer.
12. Any notice, letter or communication to be made, served or communicated to the Developer shall be deemed to be duly made, served or communication only if the notice or letter or communication is addressed to the Developer at its registered office, i.e. **“Imperia Structures Ltd.” A-25, Mohan Co-operative Industrial Estate, New Delhi 110044.**
13. That any communication/ commitment regarding booking/Allotment of the Project made by the Broker/ Agent /Employee of the Company etc. before the date on which this Application is signed by the Applicant(s) will not be applicable/effective in any circumstances. The Developer shall not be responsible in any circumstances for the consequences of any nature, which may arise out of the communication/commitment made by the Broker/Agent /Employees of the Company etc. It is agreed and understood by the Applicant that he has taken care of all communication/proposals/commitments before signing this Application. After signing this Application all Terms and Conditions and Payment Plans etc. mentioned in this Application Form are applicable for the purchase of the Said Unit by the Applicant.
14. That as per Layout Plan it is envisaged that the Units on all Floors shall be as an Independent Unit with impartable and undivided share in the Land and underneath the Plot. The Applicant(s) shall not be permitted to construct anything on the terrace. However the Developer shall have the right to explore the terrace in case of any change in the F.A.R./any other Rules/Bye-Laws of the Authority or any other reason , carry out Construction of further Units in the eventuality of such a change, however as a result thereof if there is any change in the boundaries or area of the Said Unit, the same shall be valid & binding on the Applicant(s).
15. All Payments by the Applicant(s) shall be made to the Developer only through Demand Drafts/ Account Payee Cheques drawn upon scheduled banks in favour of **“Imperia Structures Ltd.”** Payable at Delhi/ New Delhi only. All cheques are accepted subject to realization only. In case the Applicant(s) make the Payment by an



outstation cheque then his/her Payment would be deemed to have been received on the date the cheque will get credited into the bank account of the Developer by the Bank. Further the Bank Charges for the outstation clearing and bounced cheque will be charged from the Applicant(s).

16. That the Developer will allow discount offered by Broker/Agent to Applicant(s) only if it is mentioned on the Application Form and duly approved by the Developer. Further the Developer will not be responsible for any credit note issued to the Applicant(s) or any other commitment whether oral or written made by Broker/Agent/Any other staff.
17. The Company shall have the first lien and Charge in the Said Unit for all its dues and other sums payable by the Applicant(s) /Allottee(s) to the Company.
18. The Applicant(s) has been explained and understood that all the Payments are to be made by crossed cheque/ demand draft only. However, In any case, the Applicant(s) is adamant to make the Payment in cash the Payment shall be received only at Registered Office of the Developer presently situated at A-25, Mohan Co-operative Industrial Estate, New Delhi 110044, Subject to fulfillment of statutory requirement and the Applicant(s) understand that the cash will not be paid to any other person or representative /manager /broker /employee of the Developer. This Payment will be acknowledged, only if, a valid and authorized receipt has been issued under the signature of any one of the Directors of the Developer.
19. Since it is a large Project the Construction will be completed in phases. All the major common facilities will be completed only after completion of Construction of all the phases, As such the Applicant(s) must take the Possession of his/her their own Unit as soon as it is made available to him for Possession. The Applicant should not be having any concern/issues and have no objection to the Developer constructing or continuing with the Construction of the remaining structures of the Project or other Building adjoining the Unit sold to the Applicant(s) and whether all the Common Facilities have been completed or not.
20. Applicant(s) understands and agrees that following Additional Charges shall always be attached to Said Space:
 - (a) Floor PLC at the time of Booking of the Unit or at the Time of Possession as the case may be.
 - (b) Road/Front facing PLC or Corner facing PLC, if applicable at the time of offer of possession as per the location of the Unit.
 - (c) Club Charges of ₹ 75,000/- shall be payable at the Time of Possession.
 - (d) Common Area Maintenance Charges (i.e. CAM) (For providing common services and facilities in Said Space).
 - (e) Contribution to Sinking Fund (This Fund will be used for major repairs or replacement or purchase of new equipments for common use)
 - (f) Interest Free Maintenance Security.
 - (g) Additional Costs/ consideration for car parking space whether it is open car parking or covered car parking.
 - (h) Preferential Location charges(Wherever Applicable)
 - (i) Power Backup Installation: Every space of 500 square feet will come with power backup of 1 KVA load. Additional Power Backup load will be payable extra as per the then prevailing rates.
 - (j) Electrification Charges.
 - (k) Fire Fighting Charges.And all other Charges in accordance with the demand raised by the Developer from time to time at the time of offer of Possession as the case may be in addition to Basic Sale Price.
21. The Applicant(s) shall be liable to pay Statutory Charges and other levies, rates, taxes, Cess value added tax, service tax, one time lease rent etc. demanded or imposed by the Competent Authority /Central Government

Authorities (including with retrospective affect) shall be payable proportionately by Applicant(s) From the date of bookings as demanded by the Developer on the Super Area of the Unit. Moreover if Government/Competent Authority shall impose any other Taxes/Charges the applicant shall pay the same to the Developer.

22. That the Applicant agrees and understands that if any dues /charges /taxes /fees etc., whichever is applicable on the part of the Applicant(s) and the same has not been demanded by the Developer, inadvertently by mistake or by ignorance and it came later to the notice of the Developer, then the same will be paid by the Applicant(s), as and when noticed and demanded by the Developer.
23. Applicant(s) understand and agrees that the Total Basic Sale Price (BSP) includes 10% towards Internal Development Charges (IDC) i.e. for Construction / Provision of roads, footpaths, water supply, sewers, drains, tree planting / gardening, street lighting, provision for common service area and for treatment and disposal of sewage, salvage and garbage or any other internal development work for Imperia Premeria.
24. The Developer may construct at its own cost an appropriate club /recreational facility which shall in due course be transferred to a qualified Nominated Agency, to own, manage and operate such facility on such Terms and conditions as the Developer may deem fit at their sole discretion. The Applicant(s) right to use such facility shall at all times be contingent on due and faithful observance by the Applicant(s) of all the rules , bye-laws and conditions as may be notified by such third person or transferee of the Developer.
25. The Applicant(s) agrees and understands that the Total Price of the Said Unit and other Charges are calculated on the basis of the Super Area of the Said Unit 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 Applicant.
26. The cost of the Unit is based on the Cost of Construction Rates applicable on the date of Booking. Further, due to abnormal market variations in the cost of Construction and raw materials, the Actual Cost of the Unit may experience some escalation; and may thus vary. The final expenditure made will be compiled at the stage of completion of the project and if the increase or decrease in the cost of Construction is within the limit of Five Percent, then nothing will be charged or refunded to the Applicant(s). However if the increase or decrease is more than five percent, then the total difference will be charged or refunded to the Applicant(s) as the case may be. Escalation shall be charged over Booking Price based on Cost Index as published by CPWD for the period under reckoning on the weighted yearly basis or as per the monthly price index published by the Reserve Bank of India (RBI).
27. In the event of failure on the part of the of the Applicant(s) to take Possession (Virtual or Physical as the case may be) of the Unit within Fit-out Period as mentioned above from the date of intimation in written by the Developer, then the same shall be at the risk and cost of the Applicant(s) and the Applicant(s) shall be liable to pay to the Developer holding charges at the rate of Rs. Twenty per sq. ft. per month.
28. That the Twenty Percent of the agreed Total Sale Consideration (including Base price & all other charges) shall represent the Earnest Money (hereinafter referred to as "Earnest money"). The Applicant(s) has fully understood and agrees that in case the Applicant(s) withdraw or surrender his Application for any reason whatsoever at any point of time after fifteen days of receiving of First token Payment, then the Developer at its sole discretion may cancel /terminate the Booking /Allotment /Application after forfeiting the Earnest Money.



The Applicant(s) shall be entitled to refund of the Balance Amount, if any paid, without interest and compensation whatsoever and the same shall be refunded when and after the Said Unit is allotted to some other Applicant(s). In case of short fall, the Developer shall be entitled to recover the same from Applicant(s).

29. Notwithstanding what is stated herein, the Applicant(s) hereby specifically agrees and acknowledges that the timely Payment of installments and also the other charges including Registration Charges, Maintenance Charges, any other charges etc., is the essence of the Terms of the Booking /Allotment. The Applicant(s) has agreed that the Developer may or may not issue /send demands reminders for the Payments. Interest at the rate of Eighteen Percent shall be payable by the Applicant(s) in case of failure to pay the installments and other dues by the due date or as demanded by the Developer. However, if payment is not received within thirty days from the due date or as demanded by the Developer, or in the event of breach of any Terms and Conditions of this Application Form by the Applicant(s), the Allotment will be cancelled at the sole discretion of the Developer and the Earnest Money paid to the Developer by the Applicant(s) shall stand forfeited. The balance amount, after adjustment of interest payable on unpaid amount, if any, shall be refunded to the applicant(s) without any interest after the Said Unit is allotted to some other Applicant(s). In case of short fall, the Developer shall be entitled to recover the same from Applicant(s).
30. The Developer shall undertake the Maintenance of the Building /Project 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 the full scope of maintenance of the Project 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). The liability to pay Maintenance Charges shall commence immediately on demand by the developer or maintenance agency as the case may be, for the Said Unit to the Applicant(s) irrespective of the actual use or not of the maintenance services by the Applicant(s). Similarly a separate and additional agreement shall be signed between the Developer or its nominee for the utility charges towards the scope of facility and utilities provided and cost there on. Utilities Agreement will cover cost of power backup, water, security etc. All the terms and conditions of above agreements along with Unit Buyer Agreement/MOU/Sub leased shall be binding on the Developer and Buyer.
31. The Applicant(s) agrees that in case the Applicant(s) intends to transfer the Said Unit, at any point of time whether before or after the completion of the Building in favour of any entity nominated by the Applicant(s) (Transferee), the Applicant(s) would apply to the Developer in the prescribed format of the developer (available at the office of the Developer) along with all prescribed documents 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 as prescribed by the Developer from time to time and the amount due and payable/unpaid along with interest till the date of Transfer, from the Applicant(s) at the time of the Transfer. However the Developer confirms that the first Transfer is free.
32. Any change in the name (including additions /deletion) registered as Builder Buyer Understanding with the Developer will be deemed as transfer for this purpose. Claims, if any, between Transferor and Transferee as result of subsequent reduction/increase in the Area or its location will be settled between themselves i.e. Transferor and Transferee and the Developer will not be party to this. The Transferor shall also be responsible for Payment of the Transfer Charges additionally as may be levied by the Greater Noida Industrial Development Authority.
33. (A) The Applicant(s) agrees that the Developer shall have the right to Transfer ownership of the Said Project on

whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale /disposal /or any other arrangements as may be decided by the Developer without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.

(B) The Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the Applicant(s) and such third party shall not have any right in this Unit whatsoever. The Developer shall issue the Payment Receipt only in favour of the Applicant(s).

34. The Applicant(s) may, at it's own cost, expenses and risk, arrange any Loan /Funds from any bankers of 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 institution on any ground whatsoever, the Applicant(s) 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 Applicant from Bankers/Financers. The Applicant(s) agrees that in case the Applicant(s) opts for a Loan arrangement with any Financial Institutions /Bank, for the purchase of the Said Unit, the Conveyance /Sub Lease of the Said Unit in favour of the Applicant(s) shall be executed only upon the Developer receiving "No Objection Certificate" from such Financial Institution/Banks.

The Applicant(s) /Allotee(s) undertaken to abide by and comply with all the laws, rules and regulations applicable to the Said Unit /Project.

35. That the provisional Allotment under the present document is only with regard to the inner space of the Unit. The Applicant(s) shall have no other right, title of the 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 fund /adding further construction by connecting the existing utilities /amenities /services etc. to the such newly added Construction to which the Applicant(s) shall have no right to object in any manner whatsoever.

The Applicant 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, regulation and bye-laws of the concerned authorities and those of Maintenance Agency, as and when formulated.

36. 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 Applicant(s) pursuant to the present document nor the entitlement of the Applicant(s) on all the accounts together including refund /interest /damages etc. shall exceed the amount paid by the Applicant(s) to the Developer.

37. That the Applicant(s) has further agreed that all rights of ownership of Land(s), facilities, and amenities and the common areas shall vest solely with the Developer which shall have the sole right and authority to deal in any manner with such land(s), facilities and /or amenities. That the staircases connecting to the Ground Floor to terrace is common service accessible to all the Unit Holders. The Applicant(s) will not encroach, occupy, alter or blocks the excess to and from the staircases.

38. The Applicant(s) (in case of an NRI/PIO) agrees that he shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act,2002 (FEMA) rules and regulation of the Reserve Bank of India or statutory enactments or the amendments thereof and all other applicable laws etc and provide Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Application. The Applicant(s) agrees that in the event of any failure on his part to comply



with the applicable guidelines issued by the Reserve Bank of India, the amount paid by Applicant(s) will be refunded by the Developer without any interest but only after adjusting /Forfeiting Earnest Money and interest payable on unpaid amount etc. and the Allotment etc. and the Allotment shall be cancelled forthwith. The Developer will not be liable in any manner on such account.

39. The Applicant(s) agrees that the Developer shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure Conditions which interalia include delay on account of non availability of steel and /or cement or other building materials or water supply or electric power or slowdown strike or acute shortage of labour, pollution clearance from the board, different approvals from Govt. Authorities, any legislation, order or rule or regulation made or issued by the Government or any other authority. If any matter, approval, permission, notices, notifications by the Competent Authority(ies) becomes subject of any suit /writ before a Competent Court, civil commotion, or by reason of war or enemy action or terrorist action or earthquake or any act of God then the time period required for performance of its obligations shall stand extended. If in the opinion of the Developer, Force Majeure continues for a considerable time, then the Developer may in its sole discretion put the Construction of the Project in abeyance and terminates /alter /vary the Terms and Conditions of this Application/Understanding. In case Developer may cancel the Allotment of the Said Unit in that case the Developer shall only be liable to refund the amounts received from the applicant(s) without any interest or compensation whatsoever.
40. That the Fixtures and the Fittings of each Unit along with the connected structural part of the Building shall be insured by the Applicant(s) at his own Cost against fire, earthquake etc. The Developer after handing over the Possession of a particular Unit shall in no way be responsible for safety, stability etc. of the Structure etc.
41. The Applicant(s) will have a right to ownership and access to only his Unit after he has fully paid all the dues and abide by all the Terms and Conditions mentioned in this Builder Buyer Understanding and also got the Sub Lease Deed /Conveyance Deed, registered and executed in his favour from the Developer. Furthermore, the Applicant(s) shall resolve any complaint with regard to the Construction or quality of workmanship, prior to taking Possession of the Unit or within 3 months from the date of Offer of Possession, whichever is earlier, after which all claims would be deemed to be waived by the Applicant(s).
42. All external walls, windows, passages, common areas, other property etc shall never be occupied, and no signage, sign board, neon light, publicity or advertisement material etc. or display board installed, air-conditioning units or generators shall be installed in these areas by the Applicant(s) and/or no other activity shall be done which spoils the aesthetics of the building or area, causes noise pollution or in any other way inconveniences to any other party or the Developer or is illegal or for immoral purposes. For putting names of the various owners, the Developer will make all the provisions and none of the Applicant shall do it otherwise. The Applicant(s) agrees and undertake that it shall not modify any structure or raise any illegal construction in the Said Unit, nor encroach upon or occupy any area falling outside the Said Unit. The Said Unit shall solely be used for Commercial Space purpose alone and for no other purpose and furthermore, the Applicant(s) shall not conduct any illegal or immoral activities from or in the Said Unit nor shall conduct any activity. which creates nuisance or is illegal, obnoxious or contrary to the common interest of the collective owners/occupants of "Imperia H2O Premeria" Project.
43. Applicant 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 for maintenance, checking proper use of Space, to avoid any mishap or for any other reason.

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 for not any other purpose.

44. The Applicant(s) shall, before taking Possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed/ grant of Sub Lease Deed for the Said Unit executed in his favour after paying registration fee/ charges, cost of stamp duty, Advocate legal fee, and other charges/ expenses.

The Developer hereby declares that a separate agreement in addition to the MOU will be executed during the subsistence of this Application, if required.

45. The Applicant(s) should correctly mention his/her Permanent Account Number (PAN) in the Application Form. The Application form should be signed by the person(s), or his/her registered power of Attorney, who want(s) to get the Unit under the Project. Similarly, in the case of Company applying for the Unit's), should sign through authorized personnel enclosing an authority letter/ board resolution.

46. The Applicant agrees and understands that the Developer is not giving any warranty or guarantee with regard to the equipment/appliances in the Said Unit and the guarantees/warranty issued by the suppliers /manufacturer, if any, of the equipments/appliances provided in the Said Unit will be handed to the Applicant(s) at the time of Possession. Thereafter, the Developer shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed/kept in the Said Unit. The Developer shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the equipment/appliances installed/kept in the Said Unit.

47. The Applicant(s) shall get his/her/its complete address registered with the Developer and it shall be his/her/ its responsibility to keep the Developer informed by registered A/D letter about the change of address, (failing which all demands notices and letters posted at the latest address available with the Developer will be deemed to have been received by the Applicant(s) within 5 days from the dispatch of the letter). The Applicant(s) will be fully liable for any default in Payment and/ or other Consequences that might accrue there from. That it is hereby clarified that in case of Joint Purchaser(s) all communications, demand notices, termination/ cancellation letter, refund, etc., shall be sent by the Developer to the Applicant (s) whose name and appears first and which shall for all purposes be considered as service on all the Applicant(s) and no separate communication will be made or sent to the other named Applicant(s).

48. That any amount paid by the Applicant(s) shall first be adjusted towards earlier outstanding payments such as unpaid or partly paid installments, interest or other outstanding amounts, if any.

Car parking will be provided at the sole discretion of the Developer on monthly rental basis or on outright purchase prescribed by the Developer.

49. That till the execution of the Builder Buyer Understanding the Applicant(s) shall be treated /referred as intending Allottee(s). After the execution of the Builder Buyer Understanding the intending Allottee(s) shall be treated /referred as Allottee(s).



50. The Developer reserves the right to cancel the Allotment of Unit(s) in case Allotment being obtained through misrepresentation and suppression of material facts. The Developer's decision in this regard shall be final.
51. The Applicant(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the Applicant(s) is liable to pay as agreed and to observe and perform all the Covenants and Conditions of Bookings and Sale and to keep the Developer and its agents and representatives, estate and effects. Indemnified and harmless against all payments and observance and performance of the Said Covenants and Conditions and also against any loss or damages that the Developer may suffer as result of non-payment, non-observance or non-performance of the Said Covenants and the Conditions by the Applicant(s) as mentioned in the Application and Builder Buyer Understanding. The Application(s) has fully read and understood the above mentioned Terms and Conditions and agrees to abide by the same.
52. That the general Terms and Conditions as mentioned above are not exhaustive for the purpose of Final Allotment and Sub Lease of the Unit to the Applicant(s) and may further be supplemented and /or amended by the Terms and Conditions of Allotment Letter and thereafter in the Sublease Deed.

If due to any change in rulings /guidelines /notifications provision(s) of any Bye-Laws of the GNIDA and /or any other concerned authority, which affects /delays the execution of Lease /Conveyance /Sub-Lease Deed for the Unit mentioned in this Application in favour of the Applicant /Allottee /Investor, in such case, the Applicant/Allottee/Investor shall be bound to abide such changes made by GNIDA and /or any other concerned authority. In such a circumstances where the Developer is legally forbidden to perform his obligation towards the execution of Lease /Conveyance /Sub Lease /Sale Deed, the Developer shall not refund any amount to Applicant /Allottee /Investors. The Developer and Applicant/Allottee/Investors shall show due regard to and act their best in pursuance of the laws /rules /guidelines /bye-laws etc. related to execution of the Conveyance /Lease /Sub-Lease Deed as applicable and in force.

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 Allotment Letter and/or Builder Buyer Understanding and thereafter Sub-Lease Deed, terms whereof has been seen, read and understood/accepted/ by the Applicant(s).

53. That the Developer shall continue to have, as before, the right to make additions, raise storey or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storey with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authorities. Such additional structures and storey shall be the sole property of the Developer. The Applicant(s) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof.
54. Singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
55. The Applicant(s) agrees that, in the event of any dispute or difference arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Applicant and the Developer, shall be referred by any party for adjudication, to a sole arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation

Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi only.

That the present document neither tantamount to transfer of any interest of the Developer in the Said Unit /Space in favour of the Allottee nor this 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.

56. Courts in Delhi State alone shall have the exclusive jurisdiction in case of any dispute arising out of/touching and/or concerning this Application and/or Unit Buyers understanding or Agreement regardless of the place of execution of this Application which is deemed to be at New Delhi.

DECLARATION

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 as comprehensively set out in the Builder Buyer Understanding which shall supersede the Terms and Conditions set out in this Application. I/We are fully conscious that it is not incumbent on the part of the Developer to send us reminders/notices in respect of our obligations as set out in this Application and/or Standard Builder Buyer Understanding and I/we shall be fully liable for any consequences in respect of defaults committed by me/us in not abiding by the Terms and Conditions contained in this Application and/or Builder Buyer Understanding. I/We have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, Terms, Conditions and representations made by the Developer, I have now signed this Application Form and paid the amount thereof fully conscious of my liabilities and obligations including forfeiture of Earnest Money as may be imposed upon me.

Date: _____

Place: _____

Signature of all Applicants as acceptance that they have read and understood and as a token of acceptance of all Terms and Conditions specified on page number 4 to 14 and Payment Plan specified on page number 15.

Signature _____

Name _____

Signature _____

Name _____



IMPERIA PREMIERIA - PAYMENT PLAN

Basic Sale Price _____

Payment Plan 'A' – Down Payment

- | | |
|------------------------------|---|
| 1. At the time of Booking | 10% of Basic Sale Price (BSP) |
| 2. Within 30 days of Booking | 90% of Basic Sale Price (BSP) |
| 3. At the time of Possession | Other Charges +PLC, Wherever applicable |

Payment Plan 'B' – Flexi (*applicable only on unit size of 500 sq ft or above)

- | | |
|--|---|
| 1. At the time of Booking | 10% of Basic Sale Price (BSP) |
| 2. Within 30 days of Booking | 40% of Basic Sale Price (BSP) |
| 3. Within 12 Months from date of Booking | 50% of Basic Sale Price (BSP) |
| 4. At the time of Possession | Other Charges+ PLC, Wherever applicable |

Payment Plan 'C' - Construction Linked Plan (only applicable to SCO)

- | | |
|-----------------------------------|---|
| 1. At the time of Booking | 10% |
| 2. Within 45 days of Booking | 15% |
| 3. At the start of Excavation | 15% |
| 4. On completion of Basement Roof | 15% |
| 5. On the casting of Ground Floor | 15% |
| 6. On the casting of First Floor | 15% |
| 7. On the casting of Second Floor | 10% |
| 8. At the time of Possession | 5% of BSP + Other Charges+ PLC, Wherever applicable |

PREFERENTIAL CHARGES (PLC) GROUND FLOOR

Arcade	2.5%
Corner	5%
Courtyard	5%
Road	5%
Front	10%

PREFERENTIAL CHARGES (PLC) FIRST FLOOR

Courtyard	2.5%
Road / Front	5%
Corner	5%

Reserved Cover Parking: 2,00,000/- Per Slot

Club Membership 75,000/- per membership

* Club Membership & Parking charges Mandatory.

• Prices indicated above are subject to revision at the discretion of the Company. Price ruling on the date of booking and acceptance by the Company shall be applicable.

*1 sq. ft. = 0.093 sq. mt.



Location 2 Envy



Imperia H2O Premeria is located at Knowledge Park V, Greater Noida, near Noida Extension. It is only a 5-minute drive from Noida Sector 121, and a 9-minute drive from Noida City Centre, Sector 32 Metro Station.

- Well connected to proposed metro station • Close to FNG Corridor • Located on 150 feet wide road
- 40 Kms from proposed airport at Taj Expressway • Close proximity with Noida, Ghaziabad & Faridabad
- Near to the Formula One Racing Track & Night Safari





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