



APPLICATION FORM



UPRERAPRJ4008
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APPLICATION FORM FOR PROJECT 'MIRAGE PHASE – II'

To,

Imperia Structures Ltd.

A-25, Mohan Co-operative Industrial Estate,

New Delhi-110044

RERA Registration No.: UPRERAPRJ4008

Photograph of
First/sole
Applicant/
Allottee

Photograph of
Second
Applicant/
Allottee

Photograph of
Third
Applicant/
Allottee

Dear Sir,

I/We wish to register my/our expression of interest for the provisional booking of a Unit (particulars of which are given herein-below) in your project under the name and style 'MIRAGE PHASE – II' ("Project") situated at GH-F3, Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority, District- Gautam Budh Nagar, Uttar Pradesh by virtue of this application form (hereinafter referred to as "Application Form")

Particulars of Applicant(s)/ Allottee(s)

[If the Applicant/ Allottee is an Individual]

(First Applicant/Sole Applicant)

Mr./Ms. _____, (Aadhaar no. _____) son / daughter/ wife of _____, aged about _____, residing at _____,

(PAN _____), hereinafter called the "Applicant/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns).

(Second Applicant/Co-Applicant)

Mr./Ms. _____, (Aadhaar no. _____) son / daughter/ wife of _____, aged about _____, residing at _____,

(PAN _____), hereinafter called the "Applicant/ Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns).

(Third Applicant/Co-Applicant)

Mr./Ms. _____, (Aadhaar no. _____) son / daughter/ wife of _____, aged about _____, residing at _____,

(PAN _____), hereinafter called the "Applicant/ Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assigns).

Signature of Applicant(s)

x _____

[OR]

[If the Applicant/ Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____
 (PAN _____), represented by its authorized signatory _____,
 (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the
 "Applicant/Allottee" (which expression shall unless repugnant to the context or meaning hereof be deemed to mean and include its
 successor-in-interest and permitted assigns).

[OR]

[If the Applicant/ Allottee is a partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal
 place of business at _____
 (PAN _____), represented by its authorized partner, _____
 _____, (Aadhaar No. _____) authorized vide _____, hereinafter referred to as the
 "Applicant/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the
 partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators
 of the last surviving partner and his/her/their assigns).

[OR]

[If an Allottee is a Sole Proprietorship]

M/s _____, a sole proprietorship firm owned by _____, having its
 principal place of business at _____,
 (PAN _____), represented by the said owner Mr. _____ / Ms. _____,
 (Aadhaar No. : _____), (PAN No. _____) hereinafter referred to as "Applicant/Allottee" (which
 expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the
 time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving
 partner and his/her/their assigns) of the SECOND PART;

[If the Applicant/Allottee is a HUF]

[OR]

Mr. _____, (Aadhaar no. _____) son of
 _____ aged about _____ for self and as the Karta of the Hindu Joint
 Mitakshara Family known as _____ HUF, having its place of business / residence at _____
 _____,
 _____,
 (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning
 thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators
 and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Applicant/ Allottee]

Particulars of Authorized Signatory (if applicable)

Name: _____ Designation: _____

Address: _____

Mobile No.: _____ Aadhaar No.: _____

Email: _____

Signature of Applicant(s)

x _____

<u>Particulars of Booking</u>						
1.	Particulars of Unit:					
(a)	Type of Unit:					
			• 3BHK		[]
			• 3BHK with servant's quarter		[]
			• PENTHOUSE		[]
(b)	Location :	[]				
(c)	Floor	[]				
(d)	Parking Type:					
	Covered []	Stilt []	Basement []			
	No. of Parking Slot	[]				
(e)	Parking Area :	[] sq. mtr.				
		[] sq. ft.				
(f)	Size of Unit					
	Super Area	[] sq. mtr.	[] sq. ft.			
	Carpet Area	[] sq. mtr.	[] sq. ft.			
	Covered Area	[] sq. mtr.	[] sq. ft.			
(g)	Mode of Booking					
	Direct []	Broker []				
(h)	Broker RERA Registration No. []					

2.	Consideration payable by Applicant(s)/Allottee(s)		
Head of Charge		Amount (Rs.)	GST(as per rates prevailing on date of application)
Basic Sale Price:		Rs. /-	Rs. /-
All Other Charges :	PLC 1:	Rs. /-	Rs. /-
	PLC 2:	Rs. /-	Rs. /-
	IFMS:	Rs. /-	Rs. /-
	Lease Rent:	Rs. /-	Rs. /-
	FFC:	Rs. /-	Rs. /-
	EEC:	Rs. /-	Rs. /-
	ESSC:	Rs. /-	Rs. /-
	EDC/IDC:	Rs. /-	Rs. /-
	Car Parking:	Rs. /-	Rs. /-
	Club Membership:	Rs. /-	Rs. /-
	Power Back up Charges	Rs. /-	Rs. /-
	Other:	Rs. /-	Rs. /-
TOTAL AMOUNT		Rs. /-	Rs. /-
Total Sale Price		Rs. /-	Rs. /-

Signature of Applicant(s)

x _____

Notes :

(i) In case of any increase/decrease in rate of tax/charge/levy/compensation to be awarded to farmers, being levied/imposed by government/competent authority or in case of levy of any fresh tax/charge/levy/compensation to be awarded to farmers, being levied/imposed by government/competent authority, the total sale price payable by Applicant(s)/Allottee(s) towards the transfer of Unit (hereinafter referred to as the "Total Sale Price"), shall increase/decrease accordingly. The Total Sale Price comprises of two components i.e., basic sale price (hereinafter referred to as the "Basic Sale Price") and all other charges as detailed in the aforementioned tabular format (hereinafter referred to as the "All Other Charges").

(ii) stamp duty, registration charges and any other expenses involved in registration of agreement for sub-lease to be executed between the Applicant(s)/Allottee(s) and the Developer (hereinafter referred to as the "Agreement for Sub-Lease")/sub-lease deed to be executed between the Applicant(s)/Allottee(s) and the Developer (hereinafter referred to as the "Sub-Lease Deed") shall be borne by Applicant(s)/Allottee(s), solely and the same is over and above the Total Sale Price.

(iii) Total Sale Price of the Unit is calculated on Carpet Area (defined hereinafter) basis. super area is for reference only.

(iv) The advance maintenance charges for the maintenance of common areas for a period of 06 (Six) months (hereinafter referred to as the "Advance Maintenance Charges") shall be paid in addition to the Total Sale Price by the Applicant(s)/Allottee(s) to the maintenance agency at the time of offer of possession.

1. Payment Plan

A payment plan (hereinafter referred to as the "Payment Plan") is being offered by Imperia Structures Limited (hereinafter referred to as the "Developer") and the payment by the Applicant(s)/Allottee(s) shall be in the following manner:

1.	At the time of booking	
2.	At the time of execution of Agreement for Sub-Sub-Lease	
3.	At the time of Application of OC (Occupancy Certificate)	Balancing BSP + 100% of all other charges

2. Booking Amount (i.e., earnest money): **Rs.** _____ **/- (Rupees** _____ **Only)**

3. Details of Payment of Booking Amount / Earnest Money

Cheque No.	Date	Drawn on	Amount (Rs.)

6. KYC Documents to be submitted by Applicant(s)/Allottee(s)

Resident Of India:

- Copy of PAN card
- Copy of Aadhaar card

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of latest utility bill i.e., electricity bill/ property tax receipt/ water bill issued by competent authority;
- Copy of partnership deed

Signature of Applicant(s)

x _____

- In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm; and
- PAN card and Adhaar card of the authorized partner.

Private Limited & Limited Company:

- Copy of PAN card of the company.
- Copy of latest utility bill i.e., electricity bill/ property tax receipt/ water bill issued by competent authority;
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director of the Company;
- Board resolution authorizing the signatory of the Application Form to buy property on behalf of the company duly authenticated by any other Director of the Company; and
- PAN card and Adhaar card of the authorized signatory.

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF.
- Authority letter from all co-parcener'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 Foreign National, copy of OCI/PIO card (as applicable);
- 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 Applicant;
- In case of NRI, Applicant(s)/Allottee(s) shall submit the copy of a duly filled NRI Declaration as annexed herewith as Annexure A;
- In case of 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;

Note: 3 passport size photographs of the Applicant(s)/Allottee(s) required in all cases.

I/We have understood the Specifications/Particulars of Unit and Layout Plan of Unit is attached herewith . I/We declare that the particulars given hereinabove are true and correct to my/our knowledge.

I/we understand that this application shall be treated as complete only when this application form is duly filled in and signed by me/us and is supported by all the necessary documents mentioned hereinabove. I/We understand that unsigned or incomplete application can be rejected by the Developer at its sole discretion.

I/We further declare that I/we have perused all information pertaining to the Project on the website of Uttar Pradesh Real Estate Regulatory Authority (hereinafter referred to as "UP RERA") and have relied on the said information available on the RERA website. I/We have further sought independent legal counsel to understand the documents, including this Application Form and upon being fully satisfied with the information about the Project, I/we have decided to apply to the Developer for allotment of the Unit in the Project on the terms and conditions as detailed in this Application form.

Signature of First Applicant _____

Name of First Applicant _____

Contact No _____

Signature of Third Applicant _____

Name of Third Applicant _____

Contact No _____

Signature of Second Applicant _____

Name of Second Applicant _____

Contact No _____

Date: _____

Place: _____

Signature of Applicant(s)

x _____

TERMS AND CONDITIONS

1. The government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697/ 77 – 04 – 2001 – 3 (N) / 2001 dated 24.04.2001 (name changed to Yamuna Expressway Industrial Development Authority) (hereinafter referred to as the “YEIDA”) vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11.07.2008, under the U.P. Industrial Area Developmental Act 1976, having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P.
2. YEIDA formulated a scheme to develop Mega Projects in Special Development Zones (hereinafter referred to as “SDZs”) along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11.07.2008) between Greater Noida and Agra and invited applications for allotment of SDZs.
3. JPSK Sports Private Limited, a private limited company incorporated under the Companies Act, 1956, on 20.10.2007 applied to YEIDA for allotment of 1 (One) SDZ admeasuring approximately 1,000 (One Thousand) hectares for development of the area with sports as its core activity. JPSK Sports Private Limited was subsequently changed from a private limited company to a public limited company and a fresh certificate of incorporation in the name of ‘Jaypee Sports International Limited’ (hereinafter referred to as “JSIL”) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.
4. YEIDA thereafter allotted a SDZ with an area of approximately 1,000 hectare at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the “Leased Land”) to JSIL for development of the Leased Land with sports as the core activity thereof and granted lease of the Leased Land in various lots in favour of JSIL through various lease deeds (hereinafter referred to as the “Principal Lease Deeds”) as per the terms and conditions specified therein, which inter-alia include use of minimum 35% (Thirty Five Percent) of the Leased Land (hereinafter referred to as the “Core Area”) for sports (hereinafter referred to as the “Core Activity”) including roads and open spaces, while the remaining Leased Land (hereinafter referred to as the “Non Core Area”) could be used for other specified activities.
5. JSIL had prepared land use plan, layout plan and other relevant plans for the development of the Leased Land in the name of “Jaypee Greens Sports City” which were duly approved by YEIDA vide letter dated 26.06.2012 bearing Memo No. YEA/63/2012/S- DZ-01/NC. These plans were revised and resubmitted with YEIDA and have been duly approved vide letter dated 21.02.2014 bearing Memo No. SDZ-01/855/2014. (The said revised plans as approved by YEIDA or the subsequently revised plans, as the case may be, are hereinafter referred to as the “Relevant Plans”).
6. Based on the Relevant Plans, JSIL has sub-leased to Imperia Homes Private Limited, a land admeasuring 20,234.50 square meters (approximately 5 acres), being plot no- GH-F3, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority District- Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the “Said Land”), for a period upto 23.09.2099, for developing a group housing project thereon on mutually agreed terms and conditions, by virtue of a sub-lease deed dated 03.05.2013, duly registered with Sub-Registrar Gautam Budh Nagar, Uttar Pradesh as document bearing No. 10864 in Book No. 1 on pages 267 to 312 on 03.05.2013 (hereinafter referred to as “Imperia Sub-Lease Deed”).
7. The Hon’ble High Court of Delhi vide order dated 28.10.2014 (hereinafter referred to as “Order”), in the case titled ‘Imperia Homes Pvt. Ltd. vs Imperia Structures Ltd. [Company Petition No. 35 of 2014]’, has sanctioned the scheme of amalgamation under Sections 391 and 394 of the Companies Act, 1956, providing for amalgamation of Imperia Homes Private Limited, (wholly owned subsidiary of the Developer i.e., Imperia Structures Ltd.) with the Developer with effect from 01.04.2014. In terms of the Order, all the property, rights and powers of Imperia Homes Private Limited including the rights and interests over the Said Land stood transferred and vested in favor of the Developer, without any further act or deed.
8. The Said Land has been earmarked to the Developer for setting up of a group housing as per duly approved and sanctioned building plans vide letter dated 08.05.2014 bearing Memo No. YEA/Niyojan/BP-15/914. The Said Land is earmarked for the purpose of group housing development in the name and style of “Mirage Phase II” which shall have 3 (three) Towers and others amenities (hereinafter referred to as (“Project”). The name of the individual towers of the Project and/or the name of the Project may be changed/amended at the sole discretion of the Developer and the Applicant(s)/Allottee(s) shall not be entitled to object on the same.
9. That the Applicant(s)/Allottee(s) acknowledge that he/she/they/it have perused and verified all the title documents including the Principal Lease Deeds and the Imperia Sub-Lease Deed. Further, the Applicant(s)/Allottee(s) accept, undertake and acknowledge to abide all the terms and conditions of the Principal Lease Deeds and Imperia Sub-Lease Deed. The Applicant(s)/Allottee(s) further undertakes that he/she/they/it is/are fully satisfied with Developer’s authority and entitlements to develop and market Project on the Said Land.
10. That the Applicant(s)/Allottee(s) have applied for the booking of the unit in the aforesaid Project (more particularly detailed in the Particulars of Booking in the Application of Form hereinabove) (hereinafter defined to as “Unit”), after being fully and completely satisfied. Further, the Applicant(s) /Allottee(s) have perused and understood the scheme of development, tentative plans/other documents at the office of Developer and Applicant(s)/Allottee(s) also agree to abide by all the terms and conditions of YEIDA or any other statutory or civic authority to which JSIL, or the Developer, and consequently the Applicant(s)/Allottee(s), is subject to or any other condition which the Developer may prescribe.
11. The Developer has duly registered the said Project “MIRAGE PHASE II” under UP RERA vide Registration No. UPRERAPRJ4008. That the Developer shall endeavor to give possession of the Unit on or before _____ to the Applicant(s)/ Allottee(s), subject to force majeure circumstances and reason beyond the control of the Developer with a reasonable extension of time for offer of possession subject to making

Signature of Applicant(s)

x _____

of timely payments of installments to the Developer by the Applicant(s)/Allottee(s). In case of delay in construction of the Unit, due to any reason attributable to the Developer, the Developer would liable to pay Interest (defined hereinafter) on the amount/money received from the Applicant(s)/Allottee(s), for the period of delay, till the date of completion of the construction and issuance of the handover letter, provided that the Applicant(s)/Allottee(s) has made payment of all installments towards the Total Sale Price in time and without any delay to the Developer.

12. That the terms and conditions given herein are indicative in nature with a view to acquaint Applicant(s)/Allottee(s) with the terms and conditions and are not exhaustive and Applicant(s)/Allottee(s) shall be handed over a copy of the Agreement for Sub-Lease, recording the obligations, rights and liabilities of the Developer and Applicant(s)/Allottee. The Applicant(s)/Allottee(s) understands, acknowledges and agrees that the terms and conditions laid down in the draft Agreement for Sub-Lease and the Sub-Lease deed shall be binding upon the Applicant(s)/Allottee(s) and he/she/they/it agree to abide by the said terms and conditions and the legal implications thereof.

13. The Applicant(s)/Allottee(s) have clearly understood that the Agreement for Sub-Lease, upon its execution shall supersede the terms and conditions set out in this Application Form. All the unit allottees/purchasers in the Project shall be governed by the terms and conditions of the respective Agreement for Sub-Lease entered into between the parties, and no details mentioned in this Application Form shall in any way govern such transactions unless as may be otherwise expressly provided in the Agreement for Sub-Lease by the Developer.

14. The Applicant(s)/Allottee(s) agree that he/she/they/it has/have taken all information about the Project from the website of UP RERA/website of Developer. The Applicant(s)/Allottee(s) has understood the contents of all materials/documents/plans, stage wise time schedule for completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity, title documents, commencement certificates and other Project related documents. The Applicant(s)/Allottee(s) has inspected the location of the Project and has perused and reviewed all the details, approvals, documents, title deeds, unit specifications, completion timelines etc. pertaining to the Project to his/her/their/its satisfaction and has thereafter executed this Application Form towards the provisional allotment of the Unit. The Developer shall provide a 05 KVA electricity load for the Unit. The Developer may provide any additional electricity load to the Applicant(s)/Allottee(s) upon receiving a written request from them, subject to availability of additional electricity load and on payment of charges amounting to Rs. 25,000/- (Rupees Twenty Five Thousand Only) per KVA. The Applicant(s)/Allottee(s) agree and confirm that any cost towards additional infrastructure required for supply of additional power load shall be borne by the Applicant(s)/Allottee(s) at cost + 20% (Twenty Percent) basis. In case the Applicant(s)/Allottee(s) fails to take possession of the Unit, such Applicant(s)/Allottee(s) shall be liable to pay to the Developer the holding charges and maintenance charges as per the terms of the Agreement for Sub-lease. The Applicant(s)/Allottee(s) hereby confirms that the registration under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA Act") granted with respect to the Project is valid till 30.06.2025. In view thereof, the Applicant(s)/Allottee(s) shall have no objection if the Developer approaches the competent authority to obtain a further extension of the registration till the completion of the Project.

15. The Applicant(s)/Allottee(s) has satisfied himself/herself/themselves/itself as to the right, title and interest of the Developer and the ability of the Developer to develop the Project in accordance with the approvals, permissions and licenses that have been obtained/shall be obtained with respect to the Project.

16. That the Applicant(s)/Allottee(s) agrees that he/she/they/it has understood the Total Sale Price payable by Applicant(s)/Allottee(s) and each component comprising in the Total Sale Price. The Applicant(s)/Allottee(s) has understood that in case of any increase/decrease in rate of any tax/charge/levy/compensation to be paid to farmers, which is levied/imposed by Government/ competent authority or in case of levy of any fresh tax/charge/levy/compensation to be paid to farmers, which is levied/imposed by Government/ competent authority, the Total Sale Price payable by Applicant(s)/Allottee(s) shall increase/decrease accordingly and he/she/they/it has no objection to the same. The Applicant(s)/Allottee(s) further understands that stamp duty, registration charges and expenses involved in registration of Sub-Lease Deed and Agreement for Sub-Lease shall be borne by Applicant(s)/Allottee(s) separately.

17. That the Applicant(s)/Allottee(s) agrees, accepts and acknowledges that the price of the Unit and other charges calculated by the Developer are on the basis of Carpet Area and the super area is for reference only. For the purposes of this Application Form, "Carpet Area" shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Applicant(s)/Allottee(s), but includes the area covered by the internal partition walls of the Unit.

18. The Applicant(s)/Allottee(s) is aware that the Project layout, building plans, specifications of the units in the Project including the Unit are subject to minor variation as permitted under Section 14 of the RERA Act.

19. The Applicant(s)/Allottee(s) is aware that the common areas and Carpet Area of the Unit specified hereinabove are tentative and subject to variation. If there is variation in the Carpet Area of the Unit, which shall not be +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the rules mad enacted by the appropriate government under RERA Act(hereinafter referred to as "UP RERA Rules") of the Carpet Area specified hereinabove, then the Developer shall recalculate the Total Sale Price for the Unit and in such event only recourse should be pro-rata adjustment in the last installment payable by the Applicant(s)/Allottee(s) towards the Total Sale Price. The Applicant(s)/ Allottee(s) is aware that the variation in the Carpet Area of the Unit/other units may also lead to variation in the total common area of the Project and accordingly, the calculation of the proportionate common area in the Project shall be finalized at the time of completion of the Project. All consequent monetary adjustments shall be made at the same rate per square feet as agreed under the Agreement for Sub-Lease. The Applicant(s)/Allottee(s) agrees that such variation is acceptable and binding upon him/her/them and he/she/they/it shall not object to such variation at any time.

Signature of Applicant(s)

x _____

In the event, due to any reason the Developer is unable to provide the details of the pro-rata adjustment in the last installment and wherein the Applicant(s) /Allottee(s) has paid an excess amount towards the Total Sale Price then the Developer shall refund the excess money paid by the Applicant(s)/ Allottee(s) within 45 (Forty Five) days with interest @ SBI MCLR plus 1% (One Percent) (and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public) (hereinafter referred to as "Interest"), from the date when such excess amount was paid by the Applicant(s) /Allottee(s).

19.1 That the Applicant(s)/Allottee(s) understands and agrees with the terms of Payment Plan and the Applicant(s)/Allottee(s) further agrees that timely payment of installments (as per the Payment Plan) of Basic Sale Price, All Other Charges and allied/ additional cost, government levy, GST, etc. pertaining to the Unit is the essence of this provisional allotment. That the Applicant(s)/Allottee(s) agrees to make all payments within time as per the Payment Plan annexed hereto and/or as may be demanded by the Developer from time to time. The Applicant(s)/Allottee(s) further agrees that the Developer is under no obligation to send demand/ reminders for payments, however, the Developer may send any letter/demand/notice through e-mail and/or SMS to the Applicant(s)/Allottee(s) and it will be treated as duly served upon the Applicant(s)/Allottee(s) in any case. In case the Applicant(s)/Allottee(s) makes the payment vide cheque/Demand Draft, then, Applicant(s)/Allottee(s) shall mention his/her/their/its name, customer ID, and unit no. applied for, behind the cheques/demand drafts. Furthermore, if the Applicant(s)/Allottee(s) fails/ defaults in making payment of due amount within stipulated period or the tendered cheque(s) or draft get dishonored by his/her/their banker then the Applicant(s)/Allottee(s) shall be liable to pay Interest to the Developer on the amount of such dishonored cheque. In the case of cheque dishonor, the Developer shall collect cheque dishonor charges amounting to Rs. 1,500/- (Rupees One Thousand Five Hundred Only), forthwith via Demand Draft, NEFT or RTGS. Further, the Developer shall have the right to collect the bank charges as imposed by the respective bank upon such dishonor of cheque and proceed in the manner as provided Clause 19.4. Further, the Developer shall have rights as mentioned herein below:

19.1.1 to keep on abeyance/ suspension of the booking or cancellation the allotment of the said Unit;

19.1.2 to forfeit/deduct the booking amount/earnest money together with Interest on installments due but unpaid and interest on delayed payments;

19.1.3 to re-allocate the provisional allotment of the said Unit which includes change in area and location of the said Unit.

19.2 If the Developer opts to exercise the rights mentioned in sub-clause 19.1.1 and 19.1.2 as above, then the balance amount shall be refundable to Applicant(s)/Allottee(s) without any interest, after the said Unit is allotted to some other Applicant(s)/Allottee(s) and after compliance of certain formalities by the Applicant(s)/Allottee(s).

19.3 If the Developer opts to exercise the rights mentioned in sub-clause 19.1.3 as above and as a result thereof, there are any changes in dimension, size etc. of the Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in the manner detailed in this Application Form.

19.4 In case of dishonor of cheque, the Applicant(s)/Allottee(s) shall make the payment of the cheque amount by way of Bank Demand Draft/ NEFT/RTGS within next 7(Seven) days of sending the intimation of such dishonor of cheque to the Applicant(s)/Allottee(s). In case the Applicant(s)/ Allottee(s) fails to do so, in that event Developer may, at its sole discretion, terminate the allotment and forfeit the booking amount/ earnest money and Interest component on delayed payment (paid and/or payable by the Applicant(s)/Allottee(s) for non-payment of any dues payable to the Developer) in terms of 19.1.1 and 19.1.2. In the event of dishonor of any payment cheque, the Developer has no obligation to return the original dishonored cheque.

19.5 The Applicant(s)/Allottee(s) understands that, under the Integrated Goods and Services Tax Act, 2017 and Central Goods and Services Tax Act, 2017, along with all related ancillary legislations, rules, notifications, circulars, statutory orders, etc., a notified class of registered persons have to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on invoice to be issued by such registered person to the registered buyer. In relation thereto Applicant(s)/Allottee(s) is providing declaration as annexed hereto as Annexure B.

19.6 That the Applicant(s)/Allottee(s) hereby confirms that he/she/they/it is aware of the applicability of Government levies, all taxes, including but not limited to GST and surcharges levied on the Unit under development or construction, the Applicant(s)/Allottee(s) hereby agrees to pay to the Developer, government levies, taxes, fees, GST, charges, compensation to be paid to farmers and any surcharge etc. as applicable with retrospective effect or in future in proportion to the Carpet Area of his/her/their/its Unit to the total Carpet Area of all units in the Project as determined by the Developer.

20. That the Applicant(s)/Allottee(s) agrees and undertakes that he/she/they/it fails to make payment against demand letters issued by the Developer the Applicant(s)/Allottee(s) shall be liable to pay Interest to the Developer on the unpaid amounts. Notwithstanding anything contained hereinabove, in this event, the Developer shall have all the rights as detailed in Clauses 19.1.1, 19.1.2, 19.1.3.

21. That the Applicant(s)/Allottee(s) agrees and undertakes that in case of default by Applicant(s)/Allottee(s) under the condition listed above continues for a period beyond 03 (Three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Unit and refund the money paid to him by the Applicant(s)/Allottee(s) by forfeiting the booking amount/earnest money paid for

the allotment along with brokerage and Interest component on delayed payment (payable by the Applicant(s)/Allottee(s) for breach of terms and condition of this application and non-payment of any due payable to the Developer). The Applicant(s)/Allottee(s) agrees and confirms that 50% (Fifty Percent) of the amount in excess to the booking amount/earnest money along with brokerage and Interest component on delayed payment, shall be refunded by the Developer to the Applicant(s)/Allottee(s) within 45 (Forty-Five) days of such cancellation and the remaining 50% (Fifty Percent) shall be refunded by the Developer upon the re-allotment of the Unit or at the end of 1 (one) year from the date of cancellation, whichever is earlier. On such default, this Application Form/ Agreement for Sub-Lease and any liability of the Developer arising out of the same shall thereupon, stand discharged. The Developer shall inform the Applicant(s)/ Allottee(s) about the termination at least 30 (Thirty) days prior to such termination.

22. In case the Developer commits delay/default in making offer of possession of Unit within the period provided under Clause 11 of the Application Form, and as a result thereof, the Applicant(s)/Allottee(s) wishes to withdraw his/her/their/its Application Form, the Developer will refund all amount(s) received hereunder along with Interest thereon from the date of receipt of such consideration within 45 (Forty Five) days of receiving such cancellation notice. The Applicant(s)/ Allottee(s) agrees and confirms that such refund shall be subject to him/her/their/its surrendering all original documents issued by the Developer including but not limited to this Application Form to the Developer. After receiving the refund as aforesaid, the Applicant(s)/Allottee(s) hereby agrees that the Applicant(s)/Allottee(s) shall not have a right to raise any demand, claim, compensation/ damages or have any other right under law or otherwise in relation to the Unit and/or the Project. However, in the event the Applicant(s)/Allottee(s) does not decide to withdraw from the Project, the Developer shall pay Interest for every month of delay till the handing over of the possession of the Unit to the Applicant(s). Such Interest shall be paid within 45 (Forty-Five) days of it becoming due.

23. In the event the Developer is unable to deliver the Unit to Applicant(s)/Allottee(s) because of the reason of absolute elimination of the Unit on account of reduction in the overall number of units or floors in the Project, due to any regulatory/ legal reasons or any reasons beyond the control of the Developer whatsoever, the payments made towards the Total Sale Price received will be refunded to the Applicant(s)/Allottee(s) along with Interest within 120 (One Twenty) days from the date of such impossibility and no other compensation of any nature whatsoever shall be payable by the Developer to the Applicant(s)/Allottee(s).

24. Subject to Clause 23 above, in case of absolute elimination of the Unit on account of reduction of overall number of units or floors in the Project due to any regulatory/ legal reasons or any reasons beyond the control of the Developer whatsoever or if the building in which the Unit is allotted is not being constructed due to any force majeure circumstances or for any other regulatory/ legal reasons or any other reasons beyond the control of the Developer whatsoever, then the Developer may allot another unit in any other building of the Project, subject to the availability of an alternative unit, and the Applicant(s)/Allottee(s) shall be liable to pay difference in the sale price, if any. However in the event the Applicant(s)/Allottee(s) does not accept the alternative unit allotted, the payments made towards the Total Sale Price received from the Applicant(s)/Allottee(s) will be refunded along with Interest from the date of receipt of such consideration in the manner as detailed in Clause 23 and no other compensation of any nature whatsoever shall be payable by the Developer to the Applicant(s)/Allottee(s).

25. The Applicant(s)/Allottee(s) further confirms that in the event the Agreement for Sub-Lease is not executed by the Applicant(s)/Allottee(s) within a period of 30 (Thirty) days from the date of booking or payment of the booking amount/earnest money, whichever is later, and the Applicant(s)/Allottee(s) further fails to rectify such default within a period of 30 (Thirty) days of receipt of a cure notice from the Developer to such effect, the Developer shall have the right to cancel the allotment of the Unit by forfeiting the booking amount/earnest money under this Application Form upon such cancellation, without any Interest. In event of such cancellation, the Applicant(s)/Allottee(s) shall not raise any objection whatsoever and shall surrender the original Application Form along with any other document issued by the Developer within 15 (Fifteen) days from the date of such cancellation. Upon such cancellation, the Applicant(s)/Allottee(s) shall cease to have any right, title, interest in the Unit.

26. In the event the Applicant(s)/Allottee(s) withdraws from the Project due to: (i) any incorrect or false statement under any notice, advertisement, prospectus or brochure with respect to this Project issued by the Developer; and/or (ii) suspension or revocation of registration of the Developer under RERA Act or the UP RERA Rules and regulations framed thereunder; (iii) discontinuation of the Developer's business as a developer; the Developer shall refund all amounts paid by the Applicant(s)/Allottee(s) towards the consideration within 45 (Forty Five) days of such cancellation alongwith Interest from the date of receipt of such Total Sale Price. The Applicant(s)/Allottee(s) hereby undertakes and agrees that the Applicant(s)/Allottee(s) shall not raise any further demands for compensation in future whatsoever in this regard.

27. In case Applicant(s)/Allottee(s) commits breach/violation of the terms or conditions of this Application Form/Agreement to Sub-lease, then the Developer shall be entitled to cancel the booking/allotment by forfeiting the booking/earnest amount paid for the allotment along with brokerage and Interest component on delayed payment (payable by the Applicant(s)/Allottee(s) for breach of terms and condition of this application and non-payment of any due payable to the Developer). The Applicant(s)/Allottee(s) agrees and confirms that 50% (Fifty Percent) of the amount in excess to the booking amount/earnest money along with brokerage and Interest component on delayed payment, shall be refunded by the Developer to the Applicant(s)/Allottee(s) within 45 (Forty-Five) days of such cancellation and the remaining 50% (Fifty Percent) shall be refunded by the Developer upon the re-allotment of the Unit or at the end of 1 (one) year from the date of cancellation, whichever is earlier. On such default, this Application Form/ Agreement for Sub-Lease and any liability of the Developer arising out of the same shall thereupon, stand discharged. The Developer shall inform the Applicant(s)/ Allottee(s) about the termination at least 30 (Thirty) days prior to such termination. It is hereby clarified that in case of cancellation of allotment of Unit by the Applicant(s)/ Allottee(s)/Developer for any reason listed under this Application Form, he/she/they/it shall be required to surrender all the original documents issued by the Developer including but not limited to this Application Form, to the Developer. The Applicant(s)/ Allottee(s) agrees, confirms and warrants that the initiation of refund shall commence only upon the Applicant(s)/ Allottee(s) surrendering/submitting aforementioned documents.

Signature of Applicant(s)

x _____

28. Upon the Applicant(s)/Allottee(s) complying with all provisions, formalities, documentations, as may be prescribed by the Developer in this regard and provided the Applicant(s)/Allottee(s) is not in default of any of the terms and conditions of this Application Form and/or the Agreement for Sub-lease, including payment of the entire Total Sale Price, the Developer shall serve upon the Applicant(s)/Allottee(s) a notice to take the possession of the Unit, wherein said Unit situates. Applicant(s)/Allottee(s) must take possession of said Unit within 60 (sixty) days from the date of occupation certificate.

29. With effect from possession of Unit, Applicant(s)/Allottee(s) shall be responsible to bear and pay the charges to Developer/maintenance agency for providing maintenance services, till taking over of the maintenance of the Project by the Association of the Allottees, as applicable.

30. Applicant(s)/Allottee(s) shall use the Unit only for its permitted purpose and for no other purpose.

31. After handing over the possession of Unit by the Developer, Applicant(s)/Allottee(s) shall himself/herself/themselves/itself be responsible for repairs and maintenance of Unit. Applicant(s) /Allottee(s) shall never make any structural changes in Unit. Applicant(s)/Allottee(s) shall not add or remove (either in part or whole) or cause any damage to any pillar or RCC slab in Project (including if same forms part of Unit).

32. Applicant(s) /Allottee(s) shall be entitled only to the covered area of Unit. Applicant(s) /Allottee(s) shall not claim exclusive rights, title or claim over any part of common areas or limited common area or independent common area as mentioned and filed in the Deed of Declaration as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 pertaining to the Project.

33. That in case the Applicant(s)/Allottee(s) avails a loan from a Bank, it shall be the personal liability and responsibility of the Applicant(s)/Allottee(s) to ensure that the loan is processed and payment released to the Developer within the stipulated period as provided in the schedule of Payment Plan, failing which it shall be considered as a case of delayed payment and an event of default and the Developer shall do all acts, deeds as per Clause 19.

34. Applicant(s)/Allottee(s) shall not be entitled to transfer/assign his/her/their/its rights/claims/interests in Unit without prior written approval of the Developer. The Developer may in its sole discretion, permit such transfer/assignment on such terms and conditions including but not limited to levying of transfer fees/charges along with applicable taxes as it may deem fit and proper.

35. In case prior to execution of the Agreement for Sub-Lease, Applicant(s)/Allottee(s) wishes to get this accompanying Application Form/Agreement for Sub-Lease cancelled, the Developer will have the right to forfeit the booking amount /earnest money paid for Unit by the Applicant(s)/Allottee(s). In the event, the Applicant(s)/Allottee(s) withdraws from the Project without any fault/breach being committed by the Developer, then the Developer shall have the right to forfeit the booking amount/earnest money. In the event Developer has received any additional amount from the Applicant(s)/Allottee(s), above the booking amount/earnest money, the Developer shall refund 50% (Fifty Percent) of such additional amount paid by the Applicant(s)/Allottee(s), within 45 (Forty Five) days of such cancellation/withdrawal and the balance 50% amount upon re-allotment of the Unit or at the end of one year from the date of such cancellation/withdrawal by the Applicant(s)/Allottee(s), whichever is earlier. The Applicant(s)/Allottee(s) hereby undertake and agree that they shall not raise any objection in future whatsoever in this regard. The Applicant(s)/Allottee(s) agrees and confirms that such refund shall be subject to him/her/their/its surrendering all original documents issued by the Developer including but not limited to this Application Form to the Developer.

36. The Developer shall upon cancellation/termination/withdrawal of the allotment of Unit under this Application Form/ Agreement for Sub-Lease as mentioned herein, be entitled to deal in any manner, with the said Unit, including allotment and sale of the same to any third party, on any terms and conditions the Developer may deem fit, without any further reference to the Applicant(s)/Allottee(s).

37. The Applicant(s)/Allottee(s) confirms that any requests for shifting of the Unit across building(s)/ floor(s) shall not be entertained.

38. That the Applicant(s)/Allottee(s) undertakes to abide by the laws, rules and regulations and terms and conditions of the YEIDA or the U.P. Government or the local bodies of the U.P. Industrial Area Development Act 1976, and the rules and regulations framed thereunder, RERA Act and UP RERA Rules, and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other applicable law and shall be responsible/liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable after taking possession of the Unit. The Applicant(s)/Allottee(s) accepts and acknowledges and further agrees and undertakes that if the applicable laws demand submission of any declaration relating to the super area/common area/Carpet Area of the premises to the competent authority, then the Developer would have sole right to file such declaration without any objection from the Allottee and also submit necessary details to the competent authority.

39. The Applicant(s)/Allottee(s) gives his/her/their/its express consent to the changes in Project timelines, sanctioned plans, layout plans, specifications of the buildings or common areas (if any) in the Project which is required to be made by the Developer in compliance of any direction or order issued by the competent authority or statutory authority.

40. That the Applicant(s)/Allottee(s) shall only make all payments towards consideration/price for allotment of Unit by way of cheques/drafts/pay orders issued in favour of " IMPERIA STRUCTURES LIMITED-COLLECTION A/C "917020052585677", payable at New Delhi. All cheques/drafts/pay orders shall be deemed to be accepted by Developer; subject to its realization only. The Applicant(s)/Allottee(s) agrees that in case of dishonour of any cheque payment made by the Applicant(s)/ Allottee(s), all further payments need to be made via Demand Draft, NEFT or RTGS more particularly detailed in Clause 19.4. Further, it is hereby clarified that any payment made to any person and/or any other account shall not be considered valid and the obligations of Applicant(s)/ Allottee(s) of making the payment shall not be considered discharged

Signature of Applicant(s)

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under this Application Form/ Agreement for Sub-Lease. Furthermore, the Applicant(s)/Allottee(s) acknowledges, agrees and undertakes that he/she/hey/it shall neither hold the Developer or any of its affiliates liable/responsible for any representation/commitment/offer made by any third party to the Applicant(s)/Allottee(s) nor make any claims/demands on the Developer or any of its affiliates with respect thereto.

41. Foreign Applicant(s)/Allottees and/or Applicant(s)/Allottee(s) having NRI/PIO status shall himself/herself/themselves be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934, and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of Applicant(s)/Allottee(s) to ensure that payment is remitted only through authorized accounts/channels. The Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of Applicant(s)/Allottee(s). All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by Applicant(s)/Allottee(s) himself/herself/themselves. In case it is ever found that any provision of any applicable law is not complied with, allotment of Unit shall be liable to be cancelled and in such a situation the Developer shall be entitled to forfeit earnest money and shall refund, without any Interest, the remaining amount (if any) paid by the Applicant(s)/Allottee(s) to the Developer for said Unit deducting broker's commissions/discounts and Interest (if any).

42. The Applicant(s)/Allottee(s) understands and agrees that all letters/notices and communications, sent by the Developer shall be issued only to the sole/first Applicant/Allottee at his/her/their/its address provided in the Application Form through registered/speed post or through courier. All such letters/notices and communications so sent to the first Applicant/Allottee shall be deemed to have been duly received by all Applicant(s)/Allottee(s) [in case there are more than one Applicant(s)/Allottee(s)] within 5 (Five) days from the date of dispatch. The Developer shall in no case be liable to send separate communication, reminders, letters and notices to the second/rest of the Applicant(s)/Allottee(s).

43. That the Applicant(s)/Allottee(s) agrees & undertakes to pay further installments without any formal demand by the Developer in accordance with the schedule of payments attached herewith or with Agreement for Sub-Lease. If due to any change in the layout/building plan, the Unit becomes preferentially located, then Applicant(s)/Allottee(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Developer as per prevailing rates.

44. That the Applicant(s)/Allottee(s) further agrees that in case Applicant(s)/Allottee(s) makes any payment towards the Unit from any third party account, then Applicant(s)/Allottee(s) shall ensure that there would be no claim by such third party in the Unit against the payment made from third party account. The Applicant(s)/Allottee(s) further agrees that the Developer shall not be liable or responsible for any inter-se transaction between such third party and Applicant(s)/Allottee(s) in any manner whatsoever. In the event, Applicant(s)/Allottee(s) makes any payment through any third party account then Applicant(s)/Allottee(s) hereby agrees to submit a declaration signed by such third party to the Developer providing that the said payment is duly authorized by the Applicant(s)/Allottee(ss) and is being made on their behalf and only upon receipt of such declaration from the third party and realization of payment, the Developer shall proceed to issue receipt of such payment made by Applicant(s)/Allottee(s) from third party account.

45. No one (including any broker/dealer or even any employee of the Developer) is authorized to make any concession in any of the terms and conditions contained herein. The Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of the Developer.

46. This transaction shall be governed by laws of India.

47. That the Applicant(s)/Allottee(s) agrees and undertakes that Applicant(s)/Allottee(s) shall have the instrument for transfer of rights, title and interest in the Unit from the Developer in the favor of Applicant(s)/Allottee(s) in the form, substance and manner and within such period as prescribed by the Developer and the same shall be required to be registered as per applicable laws.

48. Acceptance of this Application Form by the Developer shall not amount to confirmation of booking. The Developer may reject this Application Form without assigning any reason before execution of Agreement for Sub-Lease in the event of any misrepresentation and/or breach of any of the terms as set out in this Application Form by the Applicant(s)/ Allottee(s). In case of rejection of Application Form, the Developer's liability shall be limited to refund the amount received from Applicant(s)/Allottee(s) without any Interest thereon.

49. That the Applicant(s)/Allottee(s) agrees and undertakes that, the Developer reserves all its right to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any group company or associate company or a subsidiary company or a special purpose vehicle (hereinafter referred to as "SPV") to be formed or any other entity under joint venture/ development agreement (hereinafter referred to as "Assignee Developer") for the purpose of development/construction of the Project. That the Applicant(s)/Allottee(s) further understands that, with effect from such date of assignment, all the letters and correspondence exchanged with the Applicant(s)/Allottee(s) including the monies paid there under shall automatically stand transferred in the name of such new company/SPV without any alterations in the original terms and conditions of allotment of Unit. In such an event, allotment Letter /Agreement for Sub-Lease/Sub-Lease Deed or other necessary documents will be executed by the Assignee Developer with the Applicant(s)/Allottee(s). That the Applicant(s)/Allottee(s) shall continue to perform all his/her/their/its obligations towards such Assignee Developer in accordance with terms and conditions mentioned hereof.

50. That the Applicant(s)/Allottee(s) agrees and undertakes to provide his/her/their/its complete co-ordinates including but not limited to address, email-address, contact information of the Applicant(s)/Allottee(s)/ their authorized representatives to the Developer at the time of booking and it shall be his/her/their/its responsibility to inform the Developer through letter by Registered A.D. about all subsequent changes

Signature of Applicant(s)

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in his/her/their/its address and e-mail ID, failing which, all demand, notices and letters shall be posted at the first registered address of the Applicant(s)/Allottee(s) provided at the time of booking or sent via E-mail or via SMS on the contact information provided at the time of booking by the Developer, and the same shall be deemed to have been received by him/her/them/it and the Applicant(s)/Allottee(s) shall be responsible for any default in making payment and other consequences that might occur therefrom. That the Applicant(s)/Allottee(s) hereby agrees that the Developer shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Developer. Further, any oral communication by anyone to the Developer shall not be considered valid form of communication.

51. Pursuant to Section 194-IA of the Income Tax Act 1961, the Applicant(s)/Allottee(s) is required to deposit 1% (One Percent) of Total Sale Price, wherever applicable, as tax deducted at source (TDS) by government of India. The Applicant(s)/Allottee(s) shall pay the entire TDS within 30 (Thirty) days from the date of each instalment payment as per the Payment Plan set out herein. The copy of the TDS certificate shall be submitted by the Applicant(s)/Allottee(s) to the Developer within 30 (Thirty) days from the date of making payment of entire TDS or from the payment of each instalment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as an event of default. In addition to the above, the Applicant(s)/Allottee(s) agrees to sign the TDS declaration attached herewith as Annexure C.

52. If the Applicant(s)/Allottee(s) fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under the Payment Plan, then, the Applicant(s)/Allottee(s) shall be liable to pay Interest to the Developer, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the Interest.

53. The Applicant(s)/Allottee(s) shall indemnify and keep the Developer, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Developer may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Applicant(s)/Allottee(s) as mentioned in this Application Form.

54. In case of any dispute between the parties hereto (including their successors-in-interest) concerning terms and conditions of Application Form or matters arising there from, the same shall be settled amicably. In case of failure to settle the dispute amicably within a period of 90 (Ninety) days from the date on which the dispute arose, the dispute shall be referred to the UP RERA as per the provisions of the RERA Act, UP RERA Rules and regulations made under RERA Act.

55. That the Applicant(s)/Allottee(s) declares that the above terms and conditions have been read/ understood and the same are acceptable to the Applicant(s)/Allottee(s). That the Applicant(s)/Allottee(s) have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, the Applicant(s)/Allottee(s) have signed this Application Form and paid the booking amount/earnest money for allotment of Unit. That the Applicant(s)/Allottee(s) further undertakes and assures the Developer that in the event of rejection of the provisional allotment under this Application Form for reasons including but not limited to non-compliance of the terms by the Applicant(s)/Allottee(s) as set out in the terms and conditions provided in this Application Form, the Applicant(s)/Allottee(s) shall be left with no right, title, interest or lien under this Application Form or against any unit in relation to the Unit. If any other person has signed this Application Form on behalf Applicant(s)/Allottee(s), then he/she/they shall be presumed to be duly authorized by the Applicant(s)/Allottee(s) through proper authorization/power of attorney/ resolution etc. Further, the Applicant(s)/Allottee(s) do hereby agrees and confirms that the Developer may send any letter/demand/notice through e-mail or SMS or make calls to the Applicant(s)/Allottee(s) on the contact information provided in the Application Form with regard to any promotion, events, new launch of Projects, start of existing Projects, reminder of any payment or any other suitable information from time to time and the Applicant(s)/Allottee(s) shall have no objection to the same. That the Applicant(s)/Allottee(s) do hereby further undertakes not to make any complaint against the Developer even if the provided contact information is registered under National 'Do Not Call' Category and National Consumer Preference Registry (NCPR).

56. The Applicant(s)/Allottee(s) is required to sign all pages of this Application Form as a token of his/her/their/its acceptance of the same.

57. The contents of this Application Form, including the terms and conditions contained herein and the Total Sale Price and Payment Plan, have been explained to the Applicant(s)/Allottee(s) and he/she/they/it hereby solemnly agrees to be bound by them.

Signature of Applicant(s)

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ANNEXURE-A

(NRI Declaration)

To,

IMPERIA STRUCTURES LIMITED,

A-25, Mohan Co-Operative Industrial Estate,

New Delhi –110044

Dear Sir,

Reference Unit No. _____ in the Project.

I/ we confirm that I/ we am/are NRI and not a citizen of Macau or Hong Kong, Pakistan, Bangladesh, Sri Lanka, Afghanistan, China, Iran, Nepal, Bhutan and Democratic People's Republic of Korea. I/we am/are eligible to purchase immovable property in India as per applicable provisions of Foreign Exchange Management Act, 1999 (hereinafter referred to as "FEMA Act").

I/we have purchased the Residential / Commercial [Delete whichever is not applicable] for my/our personal use and not for trading purpose.

I/ we confirm & undertake that the remittances made/to be made by us is towards above mentioned property and not for real estate business, or construction of farm houses i.e. trading in land and immovable property with view to earning profit or earning income there from as per applicable provisions of FEMA Act.

I/ we confirm and understand that it is my/our responsibility of complying with the extant FEMA provisions and I undertake to fully indemnify you against all losses and damages that may be caused to you on account of the funds remitted under this transaction.

I/we, at all times undertake to comply with all applicable anti-money laundering, anti-bribery, anti-corruption, counter-terrorism financing, and economic or trade sanctions laws and regulations (including any sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union, the Monetary Authority of Singapore and the Reserve Bank of India).

I/ we further undertake that the details stated as on the date of this Declaration are true and correct and I/we shall solely be responsible for the consequences and not hold you responsible and also undertake to intimate and provide details of any change immediately, in relation to the above declaration.

Yours truly

Signature of Applicant(s)

x _____

ANNEXURE-B

(GST Declaration)

To,

IMPERIA STRUCTURES LIMITED,

A-25, Mohan Co-Operative Industrial Estate,

New Delhi –110044

Subject: Declaration Letter for submission of GST Registration detail for the purpose of issuance of E-Invoice under Rule 48(4) of the CGST Rules, 2017

Ref: Application No. _____ dated _____ for allotment of the Unit no. _____ on the _____ floor in _____ Tower ("Unit") in the Project in the name of _____ (i.e., Applicant(s)/Allottee(s)).

With reference to the captioned matter, I/we understand that as per Rule 48(4) of CGST Rules, 2017, notified class of registered persons have to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference Number (IRN) and Digitally Signed QR Code from the GST Authorities at the time of Issue of invoice. Thereafter such IRN and Digitally Signed QR Code need to be affixed on invoice to be issued by such registered person to the registered buyer ("E-Invoice").

Presently, E-invoicing is mandated from October 01, 2020 for only notified class of registered persons making supply to persons registered under GST. As informed to me/us, I/we understand that the said Rules are applicable for the Project. I/we further acknowledge and understand that the E Invoices would be raised in the name of First Applicant(s) only.

Given the above, I/we hereby declare that we are registered under GST and our GST Registration No is _____. The aforesaid GST Registration is active as on date. Copy of GST Registration Certificate is attached herewith for your ready reference.

In this regard, I/we, our employees or representative(s) ("Representatives") hereby confirms to do the following acts, deeds, matters and things to comply with the provisions of the GST Act including but not limited to:

A) Confirm our GST registration status and provide a copy of the GST Registration Certificate;

B) Intimate for any change in GST Registration status / surrender of GST Registration on immediate basis within 15 days of such change/surrender of GST Registration.

In the event of incorrect disclosure provided with respect to GST registration, its status and other details, I/we may be disallowed the benefit of claiming Input Tax credit of the GST paid. I/we also understand that it could also cause penal consequences on you for non-compliance of E-invoicing rules.

In view of the above, I/we further undertake the responsibility for correct disclosure of GST registration status and hereby indemnify and allow you to recover any cost, compensation or penal charges imposed by the GST Authorities on the company along with applicable taxes for incorrect invoicing due to incorrect / incomplete disclosure/ detail provided by us or non-intimation of any change in GST registration status by us.

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Applicant/Allottee:

Signature of Applicant(s)

x _____

ANNEXURE-C
(TDS Declaration Letter)

To,

IMPERIA STRUCTURES LIMITED,

A-25, Mohan Co-Operative Industrial Estate,

New Delhi –110044

Subject: Declaration about TDS awareness

I have submitted my/our application form with Booking Amount/Earnest Money for booking the Unit in the Project.

I understand and acknowledge that since the Total Sale Price is more than Rs. 50,00,000/- (Rupees Fifty Lakhs Only), I/we are required to deduct 1% (One Percent) TDS on every payment that I/we make to you and make this 1% (One Percent) payment to the income tax department.

I have been familiarized with the Section 194 IA of the Income Tax Act, 1961 under which with effect from June 1, 2013 every property buyer needs to deduct 1% (One Percent) TDS while making instalment payment for the property. This 1% (One Percent) TDS needs to be credited with the central government by filling form 26QB either using online payment option or over the counter payment option.

I am/are fully aware that timely deduction of TDS and payment of the same to the authorities is my/our responsibility and any delay in the same will lead to my/our incurring penalty and interest to the authorities.

You have familiarized me/us with the process steps for the same and have also provided the necessary details to enable me/us to make these payments in future. I/We hereby agree and undertake to deposit the TDS with the government authorities and further to submit the signed TDS certificate in prescribed Form 16B within 15 (Fifteen) days from the date of TDS payment to you.

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Applicant/Allottee:

Signature of Applicant(s)

x _____

UNIT SIZES/PLC'S/ADDITIONAL CHARGES - ASPIREVILLE TOWER

UNIT SIZE

S.NO	Type	Size
1.	Type 1 & 2 (3 BHK)	1400 sq. ft. (130.06 sq. mtr.)
2.	Type 3 & 4 (3 BHK+Servant Room)	1500 sq. ft. (139.35 sq. mtr.)

PREFERENTIAL LOCATION CHARGES (PLC)

S.NO	Particulars	Amount
1.	Corner Unit	Rs. 100/- per Sq.ft. (Rs.1076.40 per sq. mtr.)
2.	Green/Road Facing	Rs. 150/- per sq ft. (Rs. 1614.60 per sq. mtr.)
3.	Lawn Facing - Ground Floor (Unit 1 & 2)	Rs. 500/- per Sq.ft. (Rs.5382.00 per sq. mtr.)
4.	Lawn Facing - Ground Floor (Unit 3 & 4)	Rs. 400/- per Sq.ft. (Rs.4305.60 per sq. mtr.)
5.	Units on 1st to 11th Floor	Rs. 100/- per Sq.ft. (Rs.1076.40 per sq. mtr.)
6.	Units on 12th to 17th Floor	Rs. 75/- per Sq.ft. (Rs.807.30 per sq. mtr.)
7.	Units on 18th Floor and Above	Rs. 100/- per Sq.ft. (Rs.1076.40 per sq. mtr.)

ADDITIONAL CHARGES

S.NO	Particulars	Amount
1.	Car Parking	Rs.3,00,000/-
2.	Club Charges	Rs.1,00,000/-
3.	EDC/IDC	Rs. 125/- per Sq.ft. (Rs.1345.50 per sq. mtr.)
4.	Lease Rent	Rs. 50/- per Sq.ft. (Rs.538.20 per sq. mtr.)
5.	IFMS	Rs. 50/- per Sq.ft. (Rs.538.20 per sq. mtr.)
6.	Electric Sub Station Charges (ESSC)	Rs. 40/- per Sq.ft. (Rs.430.56 per sq. mtr.)
7.	Electric Power up to 3 KVA	Rs. 100/- per Sq.ft. (Rs.1076.40 per sq. mtr.)
8.	Additional Electric Power & Power Back-Up	Additional KVA over and above sanctioned load will be charged @ Rs.25000/- per KVA extra

Note: 1. GST will be applicable as per government norms.

2. All Cheques/Demand Drafts to be drawn in favour of

“ IMPERIA STRUCTURES LIMITED-COLLECTION A/C ”917020052585677 , payable at New Delhi.

RERA Registration No.: UPRERAPRJ4008 | www.up-rera.in | *Terms and conditions apply 1 sq. mtr. =10.764

Signature of Applicant(s)

UNIT PLAN

UNIT PLAN: 3 BHK TYPE A
SALE AREA : 1400 SQ. FT.

1sq.mtr. = 10.764 sq.ft.



Signature of Applicant(s)

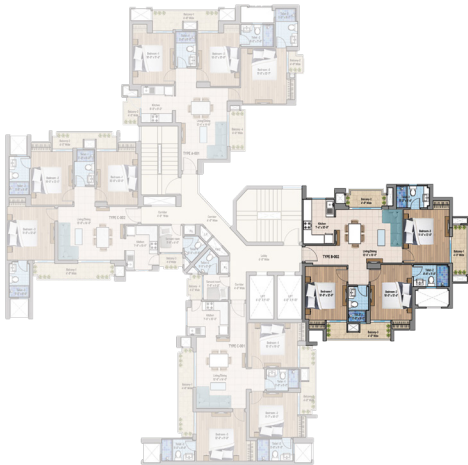
X _____

UNIT PLAN

UNIT PLAN: 3 BHK TYPE B

SALE AREA : 1400 SQ. FT.

1sq.mtr. = 10.764 sq.ft.



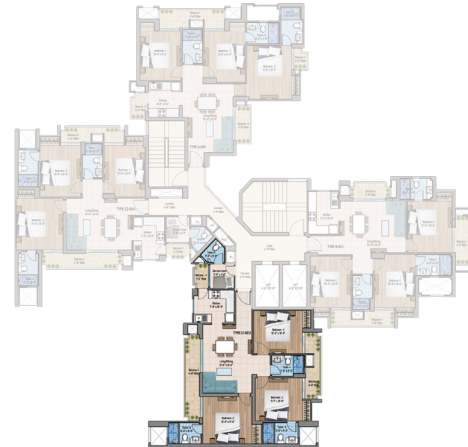
Signature of Applicant(s)

X _____

UNIT PLAN

UNIT PLAN: 3 BHK TYPE C 1 SALE AREA : 1500 SQ. FT.

1sq.mtr. = 10.764 sq.ft.



Signature of Applicant(s)

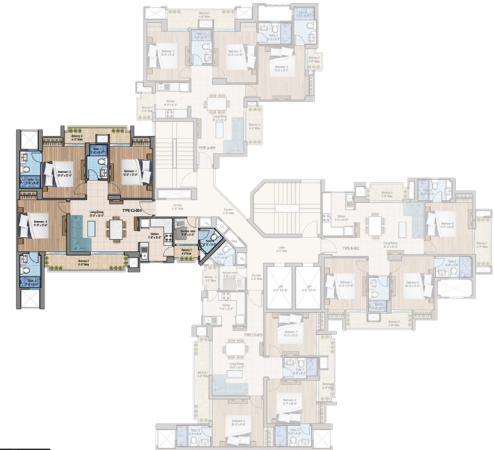
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UNIT PLAN

UNIT PLAN: 3 BHK TYPE C 2

SALE AREA : 1500 SQ. FT.

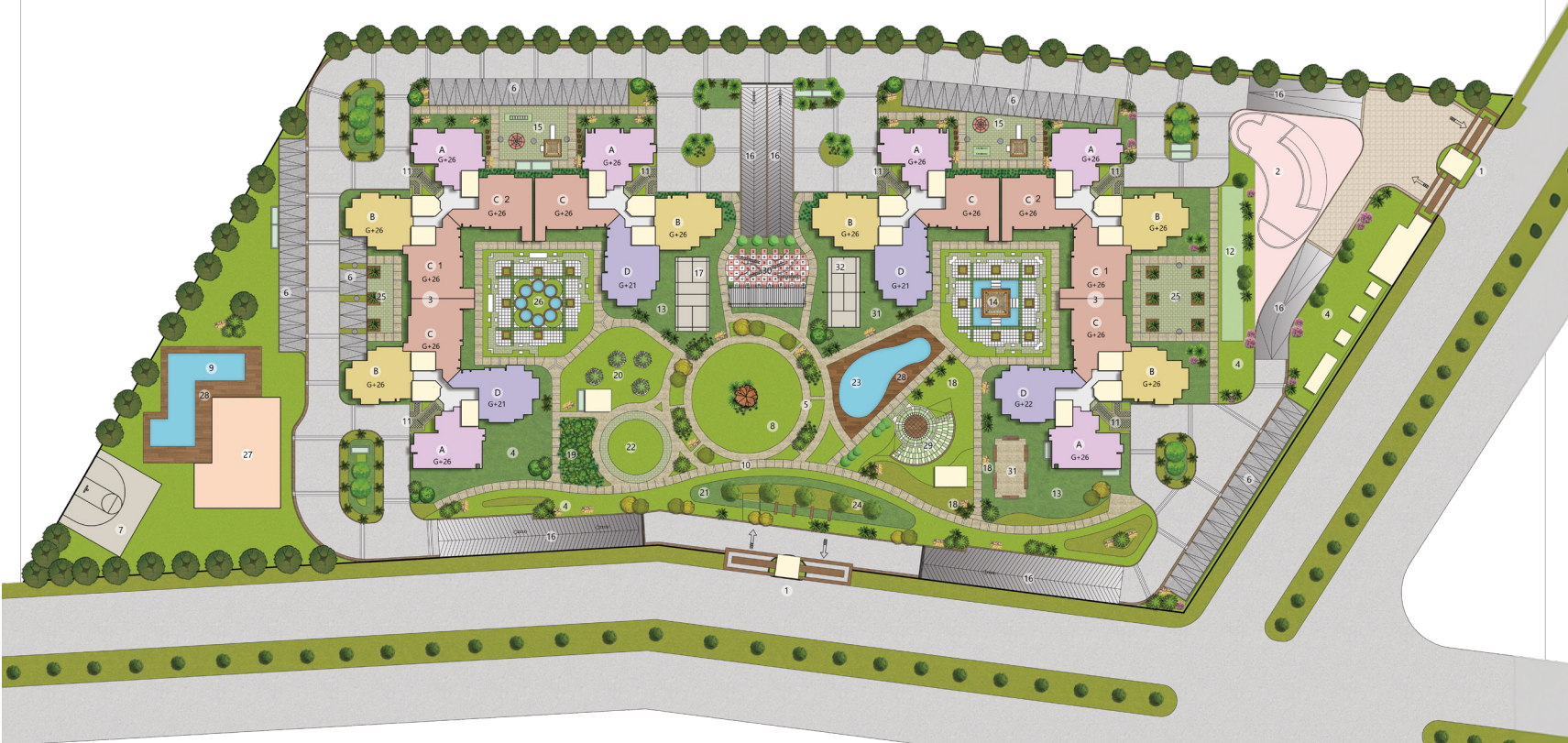
1sq.mtr. = 10.764 sq.ft.



Signature of Applicant(s)

X _____

SITE PLAN



LEGEND

A & B 3BHK + 3 TOILETS 1400 SQ. FT.

C & D 3BHK + 3 TOILETS + SERVANTS 1500 SQ. FT.

- | | | | |
|------------------------|------------------------|---------------------------|--------------------|
| 1. Entry/Exit | 9. Swimming Pool | 17. Badminton Court | 25. Palm Court |
| 2. Multi-Purpose Hall | 10. Jogging Track | 18. Shrub Bed | 26. Lotus Court |
| 3. Towers | 11. Drop Off | 19. Champa Groves | 27. Community Hall |
| 4. Green Area | 12. Cricket Net | 20. Bottle Brush Grove | 28. Sun-Deck |
| 5. Pathway | 13. Lawn | 21. Meadow | 29. Amphitheatre |
| 6. Parking | 14. Pavilion | 22. Central Garden | 30. Snake & Ladder |
| 7. Basketball Court | 15. Children Play Area | 23. Water Column Seat | 31. Elder's Corner |
| 8. Green Central Plaza | 16. Ramp | 24. Mound with Kusum Tree | 32. Tennis Court |



Signature of Applicant(s)

X _____

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TO BE LEFT BLANK

TO BE LEFT BLANK



Corp. Office : A-25, Mohan Co-operative Industrial Estate, New Delhi 110044 | www.imperiastructures.com | response@imperiastructures.com
Site Office : GH-F3, Sector-25, SDZ, SPORTS CITY, Yamuna Expressway, (UP)

UPRERAPRJ4008 | www.up-rera.in

* Terms & Conditions apply. All images are conceptual only and subject to change without prior notice. 1sq.mtr. = 10.764 sq.ft. | Valid from 18th Sep 2024.