



imperia
MINDSPACE
the intelligent office complex

GOLF COURSE EXTENSION ROAD, GURGAON



*Indicative Image Only

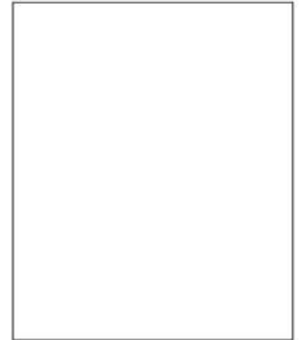
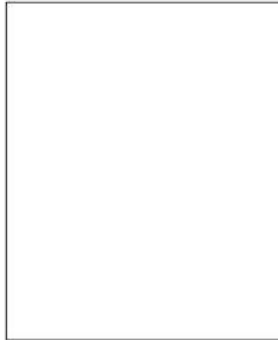
APPLICATION FORM

Imperia Structures Ltd

Registered Office at

A-25, Mohan Co-operative Industrial Estate,

New Delhi-110044 (India)



APPLICATION FORM

Dear Sir,

I/We hereby apply for booking an IT/ITES Space (hereinafter referred to as "Said Unit") in the Complex, known as "IMPERIA MINDSPACE" situated at sector-62, Gurgaon, Haryana, INDIA.

Upon acceptance of my/our Application I/We agree to sign and execute, as and when desired by the Company, the Agreement/Unit Buyer's Agreement/Allotment Letter/ Maintenance Agreement and other documents, the contents of which have been read and understood by me/us which contain the detailed Terms and Conditions of Application and/or such other corresponding Documents/ Agreements as prescribed and desired by the Company/HUDA on their Standard formats.

I/We understand and agree to abide by the Terms and Conditions of the Application as laid down herein along with Allotment and other Agreements. I/We herewith remit a sum of Rs.....

(Rupees)

vide Bank Draft/Cheque No. dated ____/____/____

Drawn on Bank being the Registration Money.

I/We agree to pay further installments as stipulated or demanded by the Company as per the Payment Plan.

1. Sole/First Applicant

Mr./Ms./Mrs.....

SW/D..... Nationality.....

Occupation: Service () Private Service () Business () Student () House wife () Any other ()

Resident Status: Indian () Non Resident Indian () Foreign National of Indian Origin () Others Please Specify ()

Mailing Address:

..... Pin Code.....

E-Mail:.....

Permanent Address:.....

..... Pin Code.....

Tel. No. Fax No. Mobile:

Office Address:

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

..... Tel No.: Fax No:
 Income Tax Permanent Account No.
 Ward/Circle/Special Range.....
 Place where assessed to Income Tax.....

2. Second Applicant

Mr./Ms./Mrs.
 S/W/D..... Nationality.....
Occupation: Service () Private Service () Business () Student () House wife () Any other ()
Resident Status: Indian () Non Resident Indian () Foreign National of Indian Origin () Others Please Specify ()

Mailing Address:
 Pin Code.....
 E-Mail:.....
 Permanent Address:.....
 Pin Code.....
 Tel. No. Fax No. Mobile:
 Office Address:
 Tel No.: Fax No:
 Income Tax Permanent Account No.
 Ward/Circle/Special Range.....
 Place where assessed to Income Tax.....

3. Details of Space:

Type of Space Unit No.:.....
 Floor..... Block:..... Super Area
 Sq.Ft. Sq.Mtrs.

4. Payment Plan :

Down Payment [] Other Payment Plan.....

I/We the above Applicant(s) do hereby declare that the above particular/information given by me/us is true and correct and nothing has been concealed there from.

Signature (s): _____

Note:

- (i) Cheques/Demand Drafts to be made in favor of "IMPERIA STRUCTURES LTD." payable at New Delhi.
 - (ii) Allotment to Non- Resident Indians/ Persons of Indian Origin shall be subject to the RBI & exchange control laws of India.
 - (iii) Non-Resident Indians/Persons of Indian Origin, all remittances or acquisition/transfer of the Said Office Space and compliance with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other statutory enactments shall be their own sole responsibility.
 - (iv) The 'IMPERIA MINDSPACE' project at Sec-62, Gurgaon is being developed by M/s IMPERIA STRUCTURES LTD. having Registered Office at A-25, Mohan Co-operative Industrial Estate, New Delhi-110044 (India).
 - (v) Currently there is no service operator agreement in place with any operator for the Office Space. In the event if all the Allotees reach consensus and select an operator, a separate service agreement between the operator and the owners will be signed.
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**BROAD TERMS AND CONDITIONS FOR APPLICATION CUM REGISTRATION OF SPACE IN
"IMPERIA MINDSPACE" SECTOR 62, GURGAON, HARYANA.**

The terms & conditions given below are only indicative to enable the Intending Allottee acquaint himself / herself / themselves with the terms & conditions which shall be comprehensively set out in the Unit Buyer's Agreement. which, upon execution, shall supersede the terms & conditions set out herein below in so far as they are inconsistent with the Unit Buyer's Agreement..

1. That the Annexure(s) shall form an integral part of this Application Form.
2. The Intending Allottee has (ve) satisfied himself / herself / themselves about the interest and right of the Company in the Land on which the said Space is being constructed and has fully understood all limitations and obligations in respect thereof. The Intending Allottee agrees that there will not be any further investigations or objections by him / her / them in this respect.
3. That the "Intending Allottee" has applied for the allotment of the said Unit in the IT/ITES area space admeasuring a super area of Sq. Mts. (..... Sq. Fts.) approximately in the "Said Project" (hereinafter referred to as the "said Unit") subject to final confirmation of area on completion of the "Said Project", at basic sale price of Rs. _____/- (Rupees _____ only) per Sq. Ft. of super area or Rs. _____/- (Rupees _____ only) per Sq. Mtr. of super area aggregating to a basic sale price of Rs. _____/- (Rupees _____ only)
 - a. Unit No.: _____
 - b. Unit Super Area (Sq.Mtr.) : _____ or _____ (Sq. Ft.)
 Total PLC Rs. _____/- (Rupees _____ only) per square feet of the Super Area, or Rs. _____/- (Rupees _____ only) per Sq. Mtr. of super amounting to Rs. _____/- (Rupees _____ only)
 External Development Charges and infrastructure Development Charges (EDC & IDC) @ Rs. 400/- per Sq.ft. or Rs. 4305.6/- per Sq.Mtr. of Super Area, amounting to Rs. _____/- (Rupees _____ only).
 Interest Free Maintenance Security & Fire Fighting Charges (IFMS & FFC) @Rs.150/- per Sq.ft. or Rs 1614.6/-per Sq.Mtr. amounting to Rs. _____/- (Rupees _____ only).
 External Electrification Charges (EEC) actual on Possession Rs. _____/- (Rupees _____ only)
 All the charges mentioned in this clause along with the Basic Sale Price shall hereinafter to as "Total Sale Consideration" amounting to Rs. _____/- (Rupees _____ only).
 And shall be payable by the buyer on the Super Area in the manner as set out in the Payment Plan agreed by the Buyer and annexed herewith as Annexure-A.
4. That in case of variation in super area up to the extent of 10% either in excess or in deficiency, the rates as agreed hereinabove shall operate, However, in case variation in the super area is more than 10% the cost adjustment for the variation in excess of 10% would be done at the then prevailing market rate subject to the right of the "Intending Allottee" to withdraw from this booking and upon exercise of which the "Intending Allottee" shall be entitled to receive from the

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

Developer refund of the monies paid by it to the Developer in terms of this agreement without any interest thereon which shall be towards full and final settlement of all its claims with regard to the booking and further (in such an eventuality) the "Intending Allottee" shall not be entitled to claim any damages/charges from the developer for such withdrawal. The plan of the area to be allotted by the developer to the "Intending Allottee" shall be detailed and annexed to the Unit Buyer's Agreement. to be executed in respect of sale of Said Unit. The rates charged are on the basis of super area the "Intending Allottee" is aware that the Carpet area would be less than super area. The decision of the developer in respect of super area will be final and will be accepted by the "Intending Allottee".

5. Other Statutory Charges and taxes (including Service Tax and VAT), etc shall be paid over and above the sale consideration of as per the details to be provided and annexed with the Unit Buyer's Agreement. The applicable charges shall be paid by the "Intending Allottee" as per the payment plan annexed with this Application Form.
6. That the "Intending Allottee" has paid a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) towards the Booking Amount excluding service tax of Rs. _____/- (Rupees _____ only) vide cheque no. _____, drawn on _____ Bank, dated _____ the receipt of which is acknowledged by Developer. This Agreement is subject to realization of the above mentioned cheques. In the event the above cheques given by the Buyer are not realized then this Application shall stand cancelled and become invalid.
7. The Intending Allottee(s) agrees and understands that time is the essence with respect to their obligations to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all the other obligations of the Intending Allottee(s) under the Unit Buyer's Agreement. It is clearly agreed and understood by the Intending Allottee(s) that it shall not be obligatory on part of the Company to send demand notices / reminders regarding the payments to be made by the Intending Allottee(s) as per the Schedule of Payments or obligations to be performed by the Intending Allottee(s).
8. In case of delay of sixty (60) days in making payment by Intending Allottee(s) to the Company as per the schedule of payments, the Company shall have the right to terminate the allotment / Agreement and forfeit the earnest money. The Company shall also be entitled to charge interest @ 18% p.a. from the due date of installment, as per the schedule of payments, till the date of payment. However, the Company may in its sole discretion, waive its right to terminate the allotment / Agreement, and enforce all the payments and seek specific performance of the Unit Buyer's Agreement. In such a case, the Parties agree that the possession of the Space will be handed over to the Intending Allottee(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Intending Allottee(s) to the satisfaction of the Company.
9. That at the request of the "Intending Allottee", the Developer agrees to put the said unit using its best endeavors, individually or in combination with other adjoining units, on lease, for and on behalf of the "Intending Allottee", (i.e. First Lease Guarantee) as and when the said unit is ready and fit for occupation. The "Intending Allottee" has clearly understood the general risks involved in giving any premises on lease to third parties and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Developer. It is further agreed that:-
 - 9.1 The Developer shall have the authority to negotiate and finalize the leasing arrangement in respect of the said unit, individually or in combination with other adjoining units, with any suitable tenant/s, for whatsoever period and for whatever rent (but shall not be below the committed return payable i.e. Rs. 60/-) and with whatever conditions as may be negotiated by the Developer with the intending lessee(s) and as may be through fit and appropriate by the Developer and to execute the lease with the said intending lessee in its own name or on behalf of the "Intending Allottee" for which the "Intending Allottee" has vested the Developer with all the powers and rights which shall not be questioned by the "Intending Allottee" subsequently.
 - 9.2 The Developer shall also have the authority to negotiate, finalize and execute the renewals of the existing leases and the subsequent leases if any of the Said unit with the existing/new tenant(s) on behalf of the "Intending Allottee" at the cost and

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

expense of the "Intending Allottee", including any brokerage to be paid in respect of the same, and to get registered such renewals/fresh leases on behalf of the "Intending Allottee" at the cost and expense of the "Intending Allottee". The rent, period and other terms and conditions of such renewals/fresh leases will be as may be the outcome of negotiations conducted by the Developer with the existing/new tenant(s) and the "Intending Allottee" shall not raise any objection in respect of the same. The Developer shall be authorized to appear before any competent authority and to lodge any lease document in respect of the said Unit for registration at the cost and expense of the "Intending Allottee" in accordance with the terms agreed in the lease document for which the "Intending Allottee" hereby authorizes the Developer.

- 9.3 The Developer shall also have the authority to negotiate, finalize and execute the renewals of the existing leases and the subsequent leases if any of the Said unit with the existing/new tenant(s) on behalf of the "Intending Allottee" at the cost and expense of the "Intending Allottee", including any brokerage to be paid in respect of the same, and to get registered such renewals/fresh leases on behalf of the "Intending Allottee" at the cost and expense of the "Intending Allottee". The rent, period and other terms and conditions of such renewals/fresh leases will be as may be the outcome of negotiations conducted by the Developer with the existing/new tenant(s) and the "Intending Allottee" shall not raise any objection in respect of the same. The Developer shall be authorized to appear before any competent authority and to lodge any lease document in respect of the said Unit for registration at the cost and expense of the "Intending Allottee" in accordance with the terms agreed in the lease document for which the "Intending Allottee" hereby authorizes the Developer
- 9.4 The "Intending Allottee" shall execute documents as and when may be necessary and as may be desired by the developer in this connection without any objection or demur. During the tenure(s) of the lease(s), the said Unit shall be deemed to be in legal possession of the "Intending Allottee". However the "Intending Allottee" shall not demand or claim Physical Possession of the Said Unit. Developer's responsibility in respect of construction of building shall be discharged upon completing the bare shell structure of building.
- 9.5 The Developer shall not be responsible for any defaults, including non-payment of rent and other dues and similar such breaches by the lessees and the "Intending Allottee" shall be solely responsible for the same. However, the Developer will take such legal action as may be deemed fit and proper by it against such defaulting lessee(s) at the cost and expense & risk and responsibility of the "Intending Allottee" for which the "Intending Allottee" shall execute appropriate documents/authority letter and the "Intending Allottee" shall not be entitled for any rent or return for the periods of such defaults/non-payment until the same are recovered through court process or otherwise. In case of partial recovery, the "Intending Allottee" will be entitled for only proportionate rent out of rent recovered from the lessee after appropriation of cost and expenses thereof.
- 9.6 The developer shall not be responsible for any damage caused by any lessee to the said unit. However, the Developer may take such legal action as it may deem fit against such a lessee(s) at the cost & expense and risk & responsibility of the "Intending Allottee".
- 9.7 The lease documents will stipulate payment of maintenance and other such charges by the lessee(s) during the period of the lease(s) to the Developer/Maintenance Agency/Company. However, in the event of non-payment or delayed payment of such charges by the lessee(s), the ultimate responsibility of the payment of the same shall be that of the "Intending Allottee".
10. That it is further agreed that in the event the Intending Allottee(s) intends to take possession of the Unit / Space and operate or put it on Lease, it shall give prior written notice to the Developer within 30 days of notice of offer of possession, However, the buyer shall ensure that the Unit / Space is fully operational within 90 days from the date of notice of offer of possession, failing which, the Developer shall have the right to lease as detailed in Clause 4 hereinabove for a period of 12 months starting from the expiry of period of 90 days from the date of notice of offer of possession.
11. It is clarified that the scheme under which the units are being agreed to be sold in terms of this clause (under leasing arrangement) is specifically designed for earning rental income from the unit and not for its personal physical occupation or use by the "Intending Allottee". The "Intending Allottee" has agreed to enter into this agreement in respect of the Said Unit after clearly understanding the pros and cons of this scheme and shall not raise any objection whatsoever to the same later

on. Physical possession, when given, will be in the same state in which, the previous occupant/lessee has vacated the unit i.e. on 'as is where is basis. Further, it is clearly understood by the "Intending Allottee" that, upon such possession being given, the Developer's/Maintenance Company's responsibility of providing services such as air-conditioning, fire fighting and electrical supply shall be limited to catering to Units having area 3000 sq. ft. each and it shall be the responsibility of the "Intending Allottee" to further channelize the said services so as to cater to their respective units.

12. That the Developer will enter into Unit Buyer's Agreement. with the "Intending Allottee" in respect of the Unit/Space as and when demanded by the developer. The detailed terms and conditions for the allotment of the Unit/ Space shall be covered in the Unit Buyer's Agreement.
 13. That the Developer will execute the Sale Deed in favour of the "Intending Allottee" after receiving full consideration in respect of the Said Unit and other charges as mentioned hereinabove, and receipt of Completion Certificate of the "Said Project" from the appropriate authorities. All the expenses related to execution and registration of he said Sale Deed shall be borne by the "Intending Allottee".
 14. The Intending Allottee(s) agrees to pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the said Space in favor of the Intending Allottee(s) which shall be executed and got registered upon receipt of the full sale price from the Intending Allottee(s), other dues and the said charges and expenses as may be payable or demanded from the Intending Allottee(s) in respect of the said Space allotted to him / her / them.
 15. The Intending Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him / her for the Said Unit/ Space allotted to him/her, the Developer/Company shall consider 15% (Fifteen Percent) of the Total Sale Consideration as earnest money to ensure fulfillment, by the Intending Allottee(s), of the terms and conditions as contained in the Application Form and this Agreement. The Intending Allottee(s) hereby authorizes the Developer/Company to forfeit out of the amounts paid / payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature in the event of the failure of the Intending Allottee(s) to perform his / her obligations or fulfill all the terms and conditions set out in the application and / or this Agreement executed by the Intending Allottee(s).
 16. That the "Intending Allottee" agrees to abide the terms and conditions imposed by the appropriate authorities. Any charges demanded or levied by appropriate authorities towards vacant land tax, property tax or any other taxes, levies or charges to the said unit or the "Said Project", after the date of execution of the Unit Buyer's Agreement. and during the course of construction of the "Said Project" and thereafter shall be borne by the "Intending Allottee", irrespective of the fact that the "Intending Allottee"(s) has not yet commenced enjoying any of its envisaged benefits, actual or notional in nature from the said unit. Such charges, taxes and levies shall be payable immediately on demand to the developer or its nominated agency and will be levied and demanded on proportionate basis, however, if assessment of the property tax is not made separately for each unit of the "Said Project" by the concerned Appropriate Authorities, then in that event the "Intending Allottee" shall pay his proportionate share to the Developer.
 17. The "Intending Allottee" will enter into separate Maintenance Agreement with the Developer Maintenance Agency duly appointed by the Developer when called upon to do so. The terms of maintenance of said Unit and "Said Project" including Common areas, infrastructure, facilities, payment of maintenance charges, interest free security deposit, etc shall be governed by the Maintenance Agreement, it is hereby clarified that maintenance charges shall be payable post issue of offer of possession for the said unit by the developer to the "Intending Allottee".
- (a). In order to secure adequate provision of Maintenance services by the Maintenance Agency ("Maintenance Agency") as may be appointed by the Company in addition to due performance of the Intending Allottee(s) in paying promptly the Maintenance bills and other charges, the Intending Allottee(s) hereby undertakes to deposit at present with the Company, as per the Payment Plan, and to always keep deposited with the Maintenance Agency / Company, as the case may be, as Interest Free Maintenance Security ("IFMS") equivalent to 6 months Maintenance Charges.

- (b). Further, the Intending Allottee(s), upon completion of the said Space, undertakes to enter into a Maintenance Agreement with the said Maintenance Agency. The Intending Allottee(s) undertakes to pay the Maintenance bills monthly / quarterly, as raised by the Company Maintenance Agency from the date of the offer for possession for fit outs, irrespective whether the Intending Allottee(s) is in occupation of the Space or not.
- (c). The Company reserves the right to transfer the amount of IFMS to such Maintenance Agency, after adjusting there from any outstanding Maintenance bills and / or other outgoing of the Intending Allottee(s) at any time and thereupon the Company shall stand completely absolved / discharged of all its obligation and responsibilities concerning the said deposit upon filing of declaration and handing over of all the Space / common areas to such Maintenance Agency, as the case may be.
- (d). It is made specifically clear that this condition relating to IFMS as stipulated in this clause shall survive the conveyance of title in favor of the Intending Allottee(s) and the Company shall have first charge / lien on the Space in respect of any such non-payment of shortfall / increase, as the case may be.
18. That the Buyer agrees that in case the use of the Project is converted from IT/ITes to Commercial by the Competent Authorities then the conversion charges along with Developer's administration and service charges will be paid by the buyer to the developer proportionately. Proportionately/Proportionate means Ratio of the Super Area of the Kiosk to the Total Super Area of the Imperia Mindspace. The applicable proportional conversion charges shall be paid by the Buyer at the time of demand to the developer.
19. The Developer/Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the "Said Unit" within a period of 36 months with a grace period of 6 months from the date of execution of this Agreement.
20. The Company has made clear to the Intending Allottee(s) that it shall be carrying out extensive developmental / construction activities as it may deem fit in future in the entire area falling outside the Space, the Imperia Mindspace Complex and that the Intending Allottee(s) has confirmed that he / she / they shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such developmental / construction activities or incidental / related activities. The Company relying on this specific undertaking of the Intending Allottee(s) in this Application may provisionally/finally agree to allot the Space and this undertaking shall survive throughout the occupancy of the Space by the Intending Allottee(s), his / her / their legal representatives, successors, administrators, executors, assigns etc.
21. If, however, the completion of the said Building/said Complex is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Developer/Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said "Said Unit"/ said Building/said plot for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or for any other reasons beyond the control of the Developer/Company then the Intending Allottee(s) agrees that the Developer/Company shall be entitled to the extension of time for delivery of possession of the said "Said Unit". The Developer/Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Developer/Company so warrant, the Developer/Company may suspend the scheme for such period as it may consider expedient and the Intending Allottee(s) agrees not to claim compensation of any nature whatsoever of this Agreement during the period of suspension of the Scheme.
22. The "Intending Allottee" cannot assign the rights and liabilities under this Agreement to any person without prior written

consent of the Developer. The Intending Allottee(s) shall be eligible to transfer or nominate said Space only after a minimum payment of 60% of the total consideration of the said Space has been made by him / her / them in favor of the Company and on the terms and conditions and the changes that may be stipulated by the Company in any behalf.

23. The Intending Allottee(s) agrees that he/she/they/ shall pay the price of the Space and such other charges calculated on the basis of super area, which is understood to include pro rata share of the common areas in the Project and proportionate share of the other common facilities, as specifically provide in the Unit Buyer's Agreement, which may be located anywhere in the said proposed Imperia Mindspace Complex, at the sole discretion of the Company. It is further understood by the Intending Allottee(s) that the calculation of Super Area of the Space shall be more clearly defined in the Unit Buyer's Agreement and upon execution of that Agreement, the method of definition of super area stated therein shall become binding on both the parties.
24. The Space applied for, along with the Building, shall be subject to the Haryana Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof. The common areas and facilities and the undivided interest of each Space owner in the common areas and facilities, as specified by the Company in the declaration which may be filed by the Company in compliance of Haryana Apartment Ownership Act, 1983, shall be conclusive and binding upon the owners of the Space(s) and the Intending Allottee(s) confirms that his / her / their right, title and interest in the concerned Space / Building in the Project shall be limited to and governed by what is specified by the Company in the said declaration. In this regard, it is made clear by the Company and fully understood by the Intending Allottee(s) that the declaration to be filed in compliance of Haryana Apartment Ownership Act, 1983 shall be in strict consonance with other clauses contained herein.
25. It is specifically agreed and understood by the Intending Allottee(s) that the Company may at its sole discretion decide not to allot any or all Space to anybody or altogether decide to put in abeyance the Project itself for which the Intending Allottee(s) shall not raise any dispute or claim any right, title or interest on the acceptance of the Application and receipt of initial token / booking money being received by the Company with the Application from the Intending Allottee(s). Further, the provisional and / or final allotment of the Space is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
26. In case the "Intending Allottee" is NRI/PIO the "Intending Allottee" agree that the "Intending Allottee" itself shall be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc., and provide the Developer with such permissions, approvals. The "Intending Allottee" agree that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, FEMA or any other law(s), the "Intending Allottee" shall along be liable for any action under the provisions of relevant Act, Regulations etc. The Developer accepts no responsibility and liability in this regard and the "Intending Allottee" shall keep the Developer fully indemnified and harmless in this regard.
27. That the failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
28. The Intending Allottee(s) hereby authorizes and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of his / her / their respective Space or the receivables, if any, accruing or likely to accrue there from, subject to the Space being made free of any encumbrances at the time of execution of sale deed in favor of the Intending Allottee(s) or his / her / their nominee. The Intending Allottee(s) further understands that in case of the Intending Allottee(s) who has / have opted for long-term payment plan arrangement with any financial institutions / banks the conveyance of the Space in favor of the Intending Allottee(s) shall be executed only upon the Company receiving no objection certificate from such financial institutions / banks.

29. The Intending Allottee(s) hereby covenants with the Company to pay from time to time and at all times, the amounts which the Intending Allottee(s) is liable to pay as agreed between them and to observe and perform all the covenants and conditions of Application for sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of nonpayment, non-observance or non-performance of the said covenants & conditions by the Intending Allottee(s).
30. The Company shall not be responsible towards any third party making payment / remittances on behalf of the Intending Allottee(s) and such third party shall not have right in the Application / allotment of the said Space applied for herein in any way. The Company shall issue receipts for payment in favor of the Intending Allottee(s) only.
31. The Intending Allottee(s) shall use and occupy the Space in such manner and mode as may be provided in the Unit Buyer's Agreement.
32. The Company reserves the right to transfer ownership of the Project "Imperia Mindspace" in whole or in parts to any other entity such as a partnership firm, corporate, whether incorporated or not, association or agency, by way of sale / disposal or any other arrangement whatsoever, as may be determined by the Company in its sole discretion and the Intending Allottee(s) undertakes that he / she / they shall not raise any objection in this regard.
33. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.
34. That any notice, letter or communication to be made, served or communicated unto any party under these presents will be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the party at the address shown above or changed address as may be intimated by the Party in this behalf and sent by Registered Post AD.
35. That if any provision of this Agreement is prohibited or determined to be void, illegal or unenforceable under applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonable inconsistent with purpose of this Agreement and to the extent necessary to conform to applicable laws and remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.
36. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, failing which the same shall be settled through reference to a sole Arbitrator to be appointed by the Developer, whose decision shall be final and binding upon the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof and shall be held at a location designated by the said Sole Arbitrator in New Delhi. The language of the arbitration proceedings and the Award shall be in English. The Award of the Sole Arbitrator shall be final and binding on the Parties. Both the Parties will share the fees of the Arbitrator in equal proportion.
37. This Agreement supersedes and has overriding effect on all prior discussion and correspondence between the parties or any other agreement and understanding that the parties may have in respect of the Said Unit and/or the "Said Project" to the extent those agreements and understandings affect the subject matter contained in this Agreement.
38. That no change, Modification or alteration in this Agreement shall be done without the written consent of the parties.
39. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the courts at Delhi alone shall, have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement.

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

I / we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I / we understand that the terms and conditions given above are of indicative nature with a view to acquaint me / us with the terms and conditions as shall be comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this Application if contrary.

Signature of First Applicant
(with rubber seal, in case of Company / Firm
Society / other legal entity)
Name of Signatory _____
Designation _____
Date _____ Place _____

Signature of Second Applicant
(with rubber seal, in case of Company / Firm
Society / other legal entity)
Name of Signatory _____
Designation _____
Date _____ Place _____

Documents to be submitted along with the Application Form

Resident of India:

- Copy of PAN card.

Photograph in all cases.

Partnership Firm:

- Copy of PAN card of the partnership firm.
- Copy of partnership deed.
- 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.

Private Limited & Limited Company:

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

Hindu Undivided Family (HUF):

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

NRI / Foreign National of Indian Origin:

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

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

Annexure A
Payment Plan for Unit/ Space at “Imperia Mindspace”
Price List

Basic Sale Price Rs. _____/-

A. Down Payment Plan with 11% A.R

Particulars	Payment Amount
1. On Booking	Rs. 2,00,000/-
2. Within 60 Days	100% of BSP minus Rs 2 Lacs paid at the time of Booking
	Rs. _____/-

*On Offer of Possession :- Registration Charges + Stamp Duty + Other Charges.

That the Developer will pay the Intending Allottee Rs. _____/- (Rupees _____ only) per month subject to withholding tax as an Assured Return @ 11% to the Intending Allottee on receipt of 100% of BSP as mentioned above, till date of Notice of Offer of Possession of the Unit/ Space.

Terms & Conditions.

1. External Electrification Charges (EEC) as per actual on Possession.
2. Club Membership shall be Optional.
3. The return shall be inclusive of all taxes whatsoever payable or due on the return.
4. All Cheques/ Demand Drafts to be drawn in favor of "Imperia Structures Limited payable at New Delhi.
5. * Terms and conditions apply. All images are conceptual only and subject to change without prior notice.
1sq.mtr. =10.764 sq.ft.

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

Layout Plan /Site Plan

x Signature of Sole/First Applicant

x Signature of Second Applicant (if any)

*Terms and conditions apply. All images are conceptual only and subject to change without prior notice. 1 sq.mt r. = 1 0.764 sq. ft. | valid from 2nd February, 2016.



Imperia Structures Ltd.

A-25, Mohan Co-operative Industrial Estate, New Delhi-110044 | T: (+91) 11 4646 9999 | F: (+91) 11 4646 9900
E: care@imperiastructures.com | W: www.imperiastructures.com

Site Office: Golf Course Extension Road, Sector-62, Gurgaon