

ELVEDOR

Commercial Development At Sec 37C, Gurgaon

APPLICATION FORM



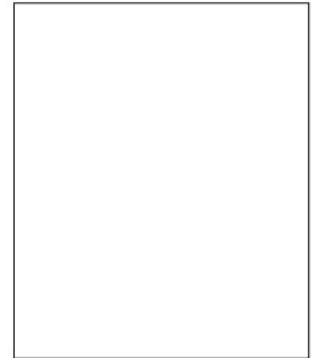
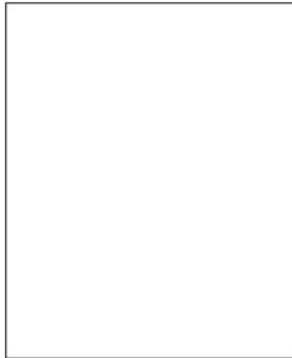


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IMPERIA WISHFIELD PVT. LTD.

Registered Office at
A-25, Mohan Co-operative Industrial Estate,
New Delhi-110044 (India)



APPLICATION FORM

Dear Sir,

I/We hereby apply for allotment of Commercial Retail Unit/ Studio Apartment (hereinafter referred to as "said Unit") in the Tower..... in the Complex, known as "ESFERA ELVEDOR" situated at sector 37C, 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/MOU /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..... Nationality.....
S/W/D.....

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:.....

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

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

2. Second Applicant

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

3. Details of Space:

Type: Commercial Retail [] / Studio Apartment [] Unit No.:.....
 Floor..... Block:..... Super Area
 Sq.Ft. Sq.Mtrs.

4. Payment Plan :

Construction linked [] / Down Payment []

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): _____

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

Note:

- (i) Cheques/Demand Drafts to be made in favor of "IMPERIA WISHFIELD PVT. 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 Commercial Unit /Studio Apartment 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 'ESFERA ELVEDOR' project at sec 37 C, Gurgaon is being developed by M/s IMPERIA WISHFIELD PVT. 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 Studio Apartments. In the event if all the Service Apartment owners reach consensus and select an operator, a separate service agreement between the operator and the owners will be signed.

For Office Use Only.

1. Application: Accepted [] or Rejected []
2. Details of Commercial Unit / Studio Apartment registered for Allotment.
Type : Retail [] / Studio Apartment [] Unit No.: Floor.....
Block : Super Area.....
Sq.Ft. Sq.Mtrs.
3. Rate (B.S.P).....per Sq. Ft. Super Area or _____ Per Sq. Meter Super Area.
4. Registration Amount Received vide Receipt No. Dated.
Rs.....(Rupees.....Only)
5. No. of Joint Holders: One [] / Two []
6. Mode of Booking: By Cheque [] / Demand Draft [] / Pay Order []
7. PLC:..... per Sq.ft. Super Area or _____ Per Sq. Meter super Area.
8. EDC:..... per Sq.ft. Super Area or _____ Per Sq. Meter super Area.
9. IDC:..... per Sq.ft. Super Area or _____ Per Sq. Meter super Area.
10. Car Parking:..... per Car Park
11. Payment Plan : Construction linked [] / Down Payment []

Authorized Signatory.....

Name of the Broker/ Property Consultant

Address of the Broker/ Property Consultant

Contact Details of the Broker/ Property Consultant

(Please affix your Company Stamp/Seal)

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

**TERMS AND CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF COMMERCIAL SPACE - RETAIL []
STUDIO APARTMENT [] AT “ESFERA ELVEDOR”, SECTOR 37 C, GURGAON (HARYANA)**

1. The Intending Allottee(s) has /have applied before IMPERIA WISHFIELD PVT. LTD. (herein after referred to as the Developer) for the registration of Commercial Space / Studio in Tower..... Apartment in future upcoming project “ESFERA ELVEDOR” Sector 37 C, Gurgaon (Haryana) with full knowledge and subject to all laws notifications and rules applicable to the land.
2. The Intending Allottee(s) has /have fully satisfied himself/herself about the interest and the title of the Developer in the Said Land/Commercial Complex where the project ‘Esfera Elvedor’ is being developed.
3. The Developer shall have the right to effect suitable and necessary alteration in the layout plan, if and when found necessary, which alteration may involve all or any of the changes, namely, change in the position of the Commercial Space/Unit, change in its number or change in its dimension area to the extent of Plus/Minus 15%. Price will be calculated on the basis of Super Area actually delivered. To implement any such change in the Area and if considered necessary a supplementary agreement may be executed with the Intending Allottee (s). If for any reason the Developer is not in a position to allot the property, the Developer shall refund amount deposited by the Intending Allottee (s) with simple interest at the rate of 8% Per Annum. It is understood by the Allottee (s) that the Developer is not liable to pay any compensation in any eventuality as aforesaid.
4. Studio Apartment Units will be finished as per specifications being given by the Developer. Intending Allottee(s) of the Studio Apartment may opt for the installation of upgraded services/finishes upon payment of extra charges to be decided by Developer.
5. The Intending Allottee(s) is /are entitled to get the name of his/her nominee (s) substituted in his /her place with the prior written approval from the Developer, who may permit the same on such conditions as it may deem fit and proper in accordance with directions, if any, laid down by government or any statutory authorities in this behalf.
6. The Intending Allottee(s) agree that he/she shall pay the price of Commercial Space/Unit or Studio Apartment and other charges on the basis of Super Area, which will be calculated on the basis of the Covered Area of his/her Commercial Unit / Studio Apartment and pro-rata share of Common Areas of Space.
7. EDC, IDC, PLC, Car parking, applicable statutory Taxes will be charged over and above Basic Sale Price. If there is any increase in the Govt. charges and levies in future, the same shall be payable by the Intending Allottee(s) on pro-rata basis as and when demanded by the Developer.
8. The Intending Allottee(s) agrees to pay the total cost of Commercial Unit / Studio Apartment as per the Payment Plan enclosed.
9. The time of payment of installments as per the Payment Plan is the essence of this Agreement. It shall be incumbent on the Intending Allottee(s) to comply with the Payment Plan and other Terms and Conditions of the Allotment and sale. In case the installments are delayed the Intending Allottee (s) shall be liable to pay interest, calculated from the due date of outstanding amount @21% per annum compounded quarterly. However if the Intending Allottee(s) fails to pay the installments within 3 months from the due date of outstanding amount, the Developer shall forfeit the entire amount of Earnest Money deposited by him/her and the Allotment shall stand cancelled and he/she shall left with no right , lien, claim on the Said Commercial Space/Unit.
10. All taxes, including VAT, Service Tax, levies, charges, Cess, assessments, whether levied now or in future on the land and or the Building/Commercial Space/Unit (as the case may be) shall be borne by the Intending Allottee(s).
11. The Intending Allottee(s) agrees that the maintenance of the common services /facilities pertaining to the Said Commercial Space/Unit shall be carried out by the Developer or by its nominated agency and even after the formation of association /Society of apartment owners, the maintenance of the project building and provision of common services shall vest with the Developer or its nominated agency. The Intending Allottee(s) shall pay requisite charges for the maintenance of various common services in advance at the time of offer of possession, as determined by the Developer, or its nominated agency, from time to time. For this purpose, the Intending Allottee(s) agrees to sign a Maintenance Agreement for the up-keep of various services /facilities which shall be detailed in the said Maintenance Agreement. However, internal maintenance of the individual Commercial Unit / Studio Apartment shall be the responsibility of Intending Allottee(s).

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

12. The Intending Allottee(s) shall, in addition to payment of maintenance charges, contribute to the "SINKING FUND" established by the Developer for the purpose of replacement of the capital assets installed by the Developer in the project building, at the rates prescribed by the Developer from time to time.
13. The conveyance deed shall be executed and registered in favor of the Intending Allottee(s) after the Commercial Unit / Studio Apartment has been finally constructed at the site and after the Developer has received full Sale consideration with all the charges along with the applicable stamp duty and registration charges from the Intending Allottee(s).
14. The Intending Allottee(s) undertakes to abide by the laws, rules and regulation applicable to the Said Commercial Space/ Unit / Studio Apartment.
15. If there is any breach of contract on the part of Intending Allottee(s) or if the Intending Allottee(s) is unable to perform his/her part of the contract, the Earnest Money paid by him/her to the Developer shall be forfeited and balance amount if any, shall be refunded without interest to the Intending Allottee(s). For this purpose, fifteen percent (15%) of the total consideration shall constitute the Earnest Money.
16. That the Developer shall give written notice to the Intending Allotted(s) about the date of handing over the Possession and the Allottee(s) shall himself/herself or through his/her attorney take possession of the Premises. The Parties agree that in the event the Allottee(s) fails to accept and /or take over possession of the Unit on the date indicated in the Notice for possession, the possession of the Unit shall be deemed to be taken over by the Allottee(s) on the date specified therein.
17. Since it is a large project, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases, as such the applicant(s) must take the possession of his/her/ their own units as soon as it is made available to him/her/them for possession. The applicant(s) should not be having any concern/issue/objection if the developer constructing or continuing with the construction of the remaining structures of the project or other buildings adjoining the unit sold to the applicant(s) and whether all the common facilities have been completed or not.
18. That the possession of the Commercial Space / Unit / Studio Apartment shall be handed over to the Allottee(s) upon Final Notice for Possession being given by the Developer , provided all amount due & payable by the Allottee(s) as provided herein have been paid to the Vendor.
19. If the Intending Allottee(s) is residing outside India, he/she/they shall obtain all necessary approval from the concerned authorities for entering into this transaction. However, the Developer shall not be responsible for any wrong/false/inadequate information provided by the Intending Allottee(s).
20. The size and place of external and internal signages will be controlled by the Developer and will be as per the specifications provided by the Developer's Architect.
21. That the Intending Allottee(s) shall get his/her complete address registered with the Developer at the time of booking and it shall be his/her responsibility to inform Developer by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letter posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach at such address and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
22. All or any disputes arisen between the parties shall be referred to the sole arbitrator to be appointed by the Developer. Place of arbitration shall be New Delhi and language shall be English.
23. Courts at New Delhi alone shall have jurisdiction in all matters arising out of or concerning this transaction.

I/We have read and fully understood the above mentioned Terms and Conditions and agree to abide by the same.

Date: _____

Place: _____

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

Sector 37 C, Gurgaon
IMPERIA WISHFIELD PVT. LTD.
 Registered Office at
A-25, Mohan Co-operative Industrial Estate,
New Delhi-110044 (India)

UNIT DETAIL “ESFERA ELVEDOR” Sec 37 C, Gurgaon

Allotment No. _____ ESFERA ELVEDOR _____

Allotment Date ____/____/____ Customer Code _____

Customer Name 1. _____

2. _____

Basic Price Rs. _____ PLC. Rs. _____ Other Charges Rs. _____

EDC Charges Rs. _____ IDC Charges Rs. _____ Car Parking Price Rs. _____

NET PRICE Rs. _____

Property Type : Retail [] / Studio Apartment [] Commercial Space No. _____

Pref. Code : Floor No. _____ Super Area _____ Sq.Ft.

Payment Plan for ESFERA ELVEDOR

Construction Link Plan

Sr.No.	Particulars	Payment
1	On Booking	10% of Basic Sale Price
2	Within 45 Days booking	15% of Basic Sale Price
3	At Start Of Excavation	10% of Basic Sale Price
4	At casting of basement slab	7.5% of BSP + 50% of DC
5	On casting of 1st Floor	7.5% of BSP + 50% of PLC
6	On casting of 3rd Floor	7.5% of BSP + 50% of DC
7	On casting of 5th Floor	7.5% of BSP + 50% of PLC
8	On casting of 7th Floor	7.5% of BSP

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

9	On casting of 9th Floor	7.5% of BSP + 50% of Car Park
10	At start of internal plaster	7.5% of BSP + 50% of Car Park
11	At start of Flooring	7.5% of BSP
12	On offer of possession	5% of BSP + IFMS + Registration + Stamp Duty + Other Charges

Down Payment IMPERIA WISHFIELD PVT. LTD.

- 1 On Booking 10% of Basic Sale Price.
- 2 Within 30 days from date of booking 85% of Basic Sale Price + EDC + IDC + PLC + Car Park.
- 3 Notice of Possession 5% of Basic Sale Price + Registration+ Stamp Duty + IFMS Down Payment Rebate 10% on (85% of Basic Sale Price + 100% PLC +100% Car Park).

PRICE LIST

Basic Sale Price	As Per Company
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OTHER CHARGES

Development Charges(DC)**	474/- Sq.ft.* /As Per Actual
PLC (Preferential location charges)	
Corner	3%
Road/Green Facing	3%
Corner & Road Facing	5%
Floor PLC	
3rd	Rs.250/- Per Sq.ft. or Rs. 2691/- Per Sq. Meter

(Signature of First/Sole Applicant)

(Signature of Second Applicant, if any)

4th	Rs.250/- Per Sq.ft. or Rs. 2691/- Per Sq. Meter
5th	Rs.235/- Per Sq.ft. or Rs. 2530/- Per Sq. Meter
6th	Rs.220/- Per Sq.ft. or Rs. 2368/- Per Sq. Meter
10th	Rs.200/- Per Sq.ft. or Rs. 2153/- Per Sq. Meter
11th	Rs.220/- Per Sq.ft. or Rs. 2368/- Per Sq. Meter
Reserved Cover Parking	Rs. 350000/- Per slot
IFMS (Interest Free Maintenance Security)	Rs.100/- Per Sq.ft. or Rs. 1076/- Per Sq. Meter

Terms & Conditions:

1. All Cheques/DD to be drawn in favour of Imperia Wishfield Pvt. Ltd. Payable at New Delhi.
2. Registration, Stamp Duty/Service Tax / Vat or any kind of taxes, duties, levies (if any) etc. will be payable by the allottee/Buyer/Owner as per Govt. norms as applicable from time to time.
3. The Intending Allottee shall enter into a maintenance agreement to be executed separately with the maintenance Agency for the maintenance of common areas and shall pay the charges/deposits directly to the maintenance agency.
4. At present the DC is approx Rs. 474/- Per Sq.ft. Any escalation in the same shall be borne by the Allottee.