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INTERNATIONAL LAND DEVELOPERS

International Land Developers

ILD Trade Centre, 9th Floor, Sector - 47, Sohna Road, Gurgaon - 122001

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APPLICATION FORM

Applicant Name _____

Unit No. _____

design: triverse advertising

INTERNATIONAL LAND DEVELOPERS

Documents to be Submitted Along with The Application Form by Applicant(s)

It is mandatory to affix passport size photograph in designated areas in the Application Form:

Resident of India

- Copy of PAN Card
- Photograph in all cases
- Address Proof
- Any other document/certificate as may be required by the Company.

Partnership Firm:

- Copy of PAN Card of the Partnership Firm
- Copy of Partnership Deed
- Address Proof
- In case of one of the Partners signing the document on behalf of other Partners an authority letter from other Partners authorizing the said person to act on behalf of the Firm.

Limited Company / Private Limited Company

- Copy of PAN Card of the Company
- Memorandum of Association(MOA) and Articles of Association(AOA) 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.

Hindu Undivided Family (HUF)

- Copy of PAN card of HUF
- Authority letter from all co-parcenor's of HUF authorizing the Karta to act on behalf of HUF NRI/PIO
- Copy of Individual's Passport/PIO Card
- Address Proof
- 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 cheque all payments should be received from the NRE/NRO/FCNR account of the Applicant only on foreign exchange remittance from abroad and not from the account of any third party.

NRI / FOREIGN NATIONAL OF INDIAN ORIGIN

- Copy of the individual's passport.
- In case of demand draft (DD), the confirmation form from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant(s)
- 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

APPLICATION FOR PROVISIONAL ALLOTMENT

International Land Developers Pvt. Ltd.

Registered Office:

B-418, New Friends Colony,
New Delhi-110025,

Head Office:

ILD Trade Centre,
Sector-47, Sohna Road,
Gurgaon, Haryana-122001

Dear Sir(s),

I/We hereby apply for the allotment of a residential apartment in the Group Housing Complex, known as "ARETE" (hereinafter referred to as "said Unit") located at Village Dhunela, Sector-33, Tehsil Sohna, Distt. Gurgaon, Haryana proposed to be developed in terms of Licence No. 44 of 2013 Dated 04-06-2013.

Upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the company, the Buyer Agreement (as per Performa attached herewith), containing detailed terms and conditions of allotment and/or such other corresponding documents as prescribed on Company's standard formats.

Prior to execution of a formal Buyer Agreement, I/We also agree to abide by the General Terms & Conditions of booking as enclosed hereto.

I/We remit herewith a sum of ₹
(Rupees
.....) by Bank Draft/Cheque No.
..... dated drawn on towards the booking
amount of the said Unit.

I/We have perused the "Price List-cum-Payment Plan" and agree to pay as per the Payment Plan annexed hereto.

.....
First Applicant

.....
Second Applicant

.....
Third Applicant

MY / OUR PARTICULARS ARE GIVEN BELOW FOR
YOUR REFERENCE AND RECORD

SOLE / FIRST APPLICANT

Photograph of 1st Applicant
(Application will not be accepted without photographs).
Please Sign across the Photograph.

(Compulsory to fill all the details along with a passport size photograph)

Mr. / Mrs. / Ms.		
S/W/D of		
Guardian's Name (if minor)		
Date of Birth	Anniversary	Nationality
PAN	Ward/Circle/Range (Where assessed)	
Occupation: Service <input type="checkbox"/>	Professional <input type="checkbox"/>	Business <input type="checkbox"/>
Student <input type="checkbox"/>	House Wife <input type="checkbox"/>	Any Other <input type="checkbox"/> Please Specify
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin / Others (Please Specify)		
Correspondence Address		
City	State	
Country	Pin Code	
Permanent Address		
City	State	
Country	Pin Code	
Tel. No.	Mobile	Fax No.
Office Address		Pin Code
Tel. No.	Fax No.	Email ID

First Applicant

Second Applicant

Third Applicant

MY / OUR PARTICULARS ARE GIVEN BELOW FOR
YOUR REFERENCE AND RECORD

SOLE / SECOND APPLICANT

Photograph of 2nd Applicant (If any).
Please Sign across the Photograph.

(Compulsory to fill all the details along with a passport size photograph)

Mr. / Mrs. / Ms.		
S/W/D of		
Guardian's Name (if minor)		
Date of Birth	Anniversary	Nationality
PAN	Ward/Circle/Range (Where assessed)	
Occupation: Service <input type="checkbox"/>	Professional <input type="checkbox"/>	Business <input type="checkbox"/>
Student <input type="checkbox"/>	House Wife <input type="checkbox"/>	Any Other <input type="checkbox"/> Please Specify
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin / Others (Please Specify)		
Correspondence Address		
City	State	
Country	Pin Code	
Permanent Address		
City	State	
Country	Pin Code	
Tel. No.	Mobile	Fax No.
Office Address		Pin Code
Tel. No.	Fax No.	Email ID

First Applicant

Second Applicant

Third Applicant

MY / OUR PARTICULARS ARE GIVEN BELOW FOR
YOUR REFERENCE AND RECORD

SOLE / THIRD APPLICANT

Photograph of 3rd Applicant, if any, (Application will not be accepted without photographs). Please Sign across the Photograph.

(Compulsory to fill all the details along with a passport size photograph)

Mr. / Mrs. / Ms.		
S/W/D of		
Guardian's Name (if minor)		
Date of Birth	Anniversary	Nationality
PAN	Ward/Circle/Range (Where assessed)	
Occupation: Service <input type="checkbox"/>	Professional <input type="checkbox"/>	Business <input type="checkbox"/>
Student <input type="checkbox"/>	House Wife <input type="checkbox"/>	Any Other <input type="checkbox"/> Please Specify
Residential Status: Resident / Non-Resident / Foreign National of Indian Origin / Others (Please Specify)		
Correspondence Address		
City	State	
Country	Pin Code	
Permanent Address		
City	State	
Country	Pin Code	
Tel. No.	Mobile	Fax No.
Office Address		Pin Code
Tel. No.	Fax No.	Email ID

*In case of more applicants please use additional sheet.

First Applicant

Second Applicant

Third Applicant

MY / OUR PARTICULARS ARE GIVEN BELOW FOR
YOUR REFERENCE AND RECORD

PROPERTY APPLIED FOR

Flat	(i) 2 BHK <input type="checkbox"/>	(ii) 3 BHK <input type="checkbox"/>
Parking Slots (One covered mandatory)	(i) Lower Basement <input type="checkbox"/>	(ii) Upper Basement <input type="checkbox"/>
No. of Parking Slots:		

UNIT DETAILS

Unit No.	Block No.		
Type	Super Area	Sq. Ft. (approx.) Equivalent to	Sq. meters
Payment Plan:	Construction Linked Plan <input type="checkbox"/>	Possession Linked Plan <input type="checkbox"/>	Down Payment Plan <input type="checkbox"/>
Source of Booking:	Business Associate <input type="checkbox"/>	Employee Reference <input type="checkbox"/>	Direct <input type="checkbox"/>
Details of Associate or Employee			
Net BSP			
Remarks			

Stamp

First Applicant

Second Applicant

Third Applicant

AMOUNT PAYABLE

PARTICULARS	DETAILS	AMOUNT (in ₹)
A Basic Sale Price (Super area)	@ ₹ per sq. ft.	
B EDC & IDC* (Super area)	@ ₹ per sq. ft.	
C Preferential Location Charges, if any (Super area)	@ ₹	
D Specification / Utility Charges	@ ₹ per sq. ft.	
E EEC/FFC/Electrical & Water Securities	@ ₹	
F Club Membership Charges	@ ₹ per sq. ft.	
G Interest Free Maintenance Security (Super area)	@ ₹ per sq. ft.	
H Power Backup Charges (Super area)	@ ₹ per sq. ft.	
Total		

Additional Consideration Amount (not calculated as on date):

I Registration & Stamp Duty Charges	As Applicable	As Applicable
J Other charges, if any as per this agreement	As Applicable	As Applicable
K Service Tax (extra)	As Applicable	As Applicable
L Escalation as per various price indexes	As Applicable	As Applicable
M Other Taxes/Cess/WCT/VAT	As Applicable	As Applicable

Amounts from Sr. No. A to M constitutes the total sales consideration for the purpose of this Agreement.

*Presently, levy of EDC /IDC/IAC is governed by the guidelines of relevant authorities. In case of any revision at a later date by the authorities, the same shall have to be paid by the Applicant(s).

I/we, the above applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and no material has been concealed therefrom.

All Cheques/Drafts to be made in favour of "International Land Developers Pvt. Ltd." payable at New Delhi/Delhi only. All amounts received from Applicant(s) other than Resident Indian shall be from NRE/NRO/Foreign Currency Account Only.

NOTE: The aforesaid price is exclusive of any applicable taxes, Cess, VAT, WCT, Service Tax (defined below) on the sale/purchase, Allotment, Buyer Agreement or in relation to the project or any component thereof which shall be paid by the Applicant in the manner set forth herein below/Buyer Agreement.

TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS FOR BOOKING OF "FLAT" IN "ARETE" (HEREINAFTER REFERRED TO AS "SAID UNIT") SITUATED AT VILLAGE DHUNELA, SECTOR-33, TEHSIL SOHNA, DISTT. GURGAON, HARYANA.

1. THAT the Applicant(s) has applied for allotment of "said Unit" in "ARETE" to be developed at Village Dhunela, Sector-33, Tehsil Sohna, Distt. Gurgaon, Haryana, being developed by the Company in terms of Licence No. 44 of 2013 Dated 04-06-2013 in collaboration with other land owners/associates.
2. THAT the Company has provided to the Applicant(s) the foregoing documents and information (i) copy of License No.44 of 2013 issued by DGTC, Chandigarh Haryana in the name of Sh. Brijesh, Sh. Sanjeev both sons of Sh. Satbir, Mridul Dhanuka (HUF), International Land Developers Pvt. Ltd. C/o International Land Developers Pvt. Ltd.; (ii) copy of the Land schedule admeasuring 11.6125 Acres comprised in the project and fully detailed out in the schedule attached with the copy of license; (iii) copy of all the title deeds of the land comprised in project land; (iv) copy of the collaboration/development agreements, power of attorneys etc. executed among the land owners & the company; (v) copy of the building plan/s of the proposed project; (vi) copies of all the approvals obtained as on the date of application; (vii) lay-out plan of the Apartment/Unit applied for; (viii) specification of the constructions and the unit; (ix) schedule of payment based on which the future installments shall be paid by the Applicant(s); (x) completion schedule with delivery timelines; (xi) items specifically excluded from computation of present Basic Sale Price i.e. additional liability of the Applicant(s) for payment of escalated price based on price index, payment of WCT, VAT, Labourcess, Education Cess, Surcharge and all other taxes in addition to EDC, IDC, IAC, electrical substation charges, STP Charges etc. which charges shall be paid in addition to the BSP and items disclosed above as and when demanded by the company and such additional price/consideration shall be deemed to form part of the total sales consideration of the unit applied by the Applicant(s); and (xii) Draft copy of the Buyer's Agreement which shall be executed upon acceptance of the application the terms and conditions of which shall become applicable upon formal allotment of the Unit.
3. The Applicant(s) has fully verified about the rights, interest and title of the Company in the land where the project "ARETE" is being developed and is satisfied with the same prior to filing/submission of the present application to the company.
4. THAT the allotment of the said unit is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. If accepted, the Applicant(s) shall pay to the Company the entire consideration as per agreed Payment Plan annexed hereto. The Applicant(s) shall make the payment to the Company after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount shall be credited to the account of the Applicant(s) on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and submission of TDS certificate by the Applicant(s) in Form-16B.
5. THAT the Applicant(s) shall pay the Basic Sale Price, Specification Charges and other charges on the basis of "Super Area" which shall mean and include the covered area, inclusive of the area under periphery walls, area under the columns and walls, area utilized for the services viz. area under staircases, STP, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas.
6. THAT it is clarified and the Applicant(s) understands, accepts, and agrees that the Basic Sale Price of the Unit has been calculated keeping in view the prices of various construction materials, labours, currency rates and commodities prevailing at/around 31/12/2013. The Applicant(s) further recognizes that due to variation in cost of such construction materials, labours, currency rates and commodities, the actual cost of the unit may experience and undergo escalation and as such it is specifically agreed that the Basic Sale Price of the "said unit" shall always remain subject to "escalation" based on WHOLESAL PRICE INDEX/OTHER INDEXES of the various construction materials, labours, currency rates and commodities and be computed finally at the time of possession of the Unit and payable by the Applicant(s) as the total consideration of the Unit at the time of possession.
For the purpose of calculation of the variation/escalation, 50% of the BSP shall be considered as the cost of construction. For the purpose of currency rates, cost of imported material component as on date of project planning has been taken at conversion rate of INR 55.00=1 USD and escalation shall be calculated by reference to actual cost and conversion rate as on date of import, which shall be borne by the Applicant(s).
It is further clarified that only the escalation till 54 months as agreed for possession under Buyer Agreement shall be taken into consideration and any escalation beyond 54 months shall be to the sole account of the Company and the Applicant shall not be responsible to pay any escalated amount unless such delay is on account of force-majure conditions.
7. THAT the Company, apart from basic sale price shall fix Preferential Location Charges (PLC) for certain Unit in the "ARETE" and if Applicant(s) opts for booking of any such unit, he/she/it shall be liable to pay such charges as fixed & demanded by the company.
8. THAT the timely payment of installments as indicated in the Payment Plan/Schedule of Payments is the essence of the Allotment. If any installment is delayed / not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay, however, if the same remains in arrears for more than two consecutive installments (In case of Installment Plan) or it remains in arrear for more than 30 days (In case of Down Payment Plan), the allotment will automatically stand cancelled without any further intimation to the Applicant(s) and the Applicant(s) will have no right or lien whatsoever on the said Unit. In such case, the amount deposited up to 15% of the total Sale Consideration of the said Unit, constituting the Earnest Money shall stand forfeited and the balance amount, if any, will be refunded without any interest. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @ 18% per annum and restore the allotment (subject to withdrawal of down payment discount, if any) in case it has not been allotted to someone else. In a situation where the Unit has been allotted to someone else, an alternate Unit, if available, may be offered in lieu of the earlier Unit at the sole discretion of the Company on the prevailing market price of the Company. However, in case of return of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Applicant(s) and no right shall accrue to such Applicant(s) by virtue of this Application.
9. THAT the Company shall have the right, at its own option, to adjust all payments made by the Applicant(s) under any head(s) of outstanding dues, if any, of the Applicant(s) and the Applicant(s) undertakes not to object demand/direct the Company to adjust such payments in any particular manner whatsoever.
10. THAT the "Earnest Money" shall be deemed to be 15% of the total Sales Consideration of the said Unit which is liable to be forfeited by the Company in case of default/breach/cancellation of Booking by the Applicant(s) for any reason whatsoever.

First Applicant

Second Applicant

Third Applicant

First Applicant

Second Applicant

Third Applicant

TERMS & CONDITIONS

11. THAT all taxes and statutory levies presently payable in relation to land (as on the date of license) comprised in "ARETE" have been included in the price of the said Unit. However, it is clarified that all taxes, service tax, charge, cess, duty, levy including EDC, IDC, IAC, WCT, VAT, Education cess, Labour cess, surcharge etc. on the project land, construction, construction/project cost, work contracts, booking, sale purchase of the Unit which may be imposed by the Government or other Statutory Authorities, shall be payable by the Applicant(s) on pro-rata basis extra over and above the price of the said Unit.
For the purposes of the booking/ allotment/ agreement, "Tax", "Taxes" or "Taxation" shall also include, in addition to the above & clause 11, all forms of taxation, charges, duties, levies, cess, fees, value added tax, customs and excise duties, capital tax, turnover tax, service tax, labour cess and other legal transaction taxes, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
12. THAT the External Development Charges (EDC), Infrastructure Development Charges (IDC) and Infrastructure Augmentation Charges (IAC), electrical substation charges, electricity connection charges are not included in the basic sale price of the Unit and would be charged extra as demanded by the company. Any increase (whether with prospective or retrospective effect) in EDC, IDC, IAC and other levies, taxes, cess, surcharge etc. shall be to the sole account of the Applicant(s) only.
13. THAT, subject to clause 13, the possession of said unit shall be delivered by the Company to the Applicant(s) within 48 months from the date of execution of Buyers Agreement, with additional grace period of 6 months (with no delay penalty), provided that all amounts due and payable by the Applicant(s) have been paid to the Company in timely manner. The Company shall be entitled to reasonable extension in delivery to the Applicant(s) of the possession of the said unit in the event of any default or negligence attributable to the Applicant(s)'s fulfillment of terms & conditions of Allotment/Buyer Agreement.
14. THAT the development of the said unit is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim or objection from the Applicant(s).
15. THAT in case the Applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the said unit, the Company shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Applicant(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause 7 as above.
16. THAT if for any reason the Company is not in a position to allot the unit applied for, the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited along with simple interest @ 10% simple interest per annum. However, it is specifically agreed that the Company shall not be liable for any other damages/compensation/penalty on this account.
17. THAT Allotment made to the Applicant(s) shall be provisional till the execution of conveyance deed, and the Company shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the Area, Layout Plan, Floor, Block and number of the said unit, and increase/decrease in the area of said unit. That the opinion of Company's Architects on such changes will be final and binding on the Applicant(s). To implement any such change and if considered necessary a supplementary document, may be executed with the Applicant(s). Further, if there is any increase/decrease in the Super Area of the said unit, price will be payable/adjustable at the original rate at which the said unit has been booked for allotment.
18. The Applicant(s) acknowledge, agrees and understands that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive rights and ownership on such additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings/floors in the Project by use of additional FAR and such additional construction shall be the sole property of the Company. The Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant/s. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Applicant(s) acknowledges that he/she/it/theyhas/havenot made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the Tower (in which the Apartment is located) or anywhere in the Project/complex.
19. THAT the specifications of the said unit are subject to change as necessitated during construction. In such an event, material of equally good quality shall be used.
20. THAT after completion of said unit and receipt of full consideration and other charges, if any, payable by the Applicant(s). Conveyance documents as per the policy of the company shall be executed in favor of the Applicant(s) on the format approved by the Company. All expenses towards execution of Conveyance document shall be borne by Applicant(s). That the Applicant(s) shall remain present before the Authority at the time of registration of such documents.
21. THAT the actual physical possession of the said unit shall be taken by the Applicant(s) after clearance of total consideration and other charges including the Stamp Duty Charges.
22. THAT the Company would pay to the original Applicant(s) and not to anyone else viz. transferee(s) etc., a penalty/compensation calculated @ ₹ 5/- per sq. ft. of Super Area per month for any delay on offering possession of the said unit beyond the period stipulated in the Buyer Agreement subject to Force Majeure events as laid down in clause 13 herein above. For removal of doubt, it is made clear that no such compensation shall be paid in case the delay is on account of non-receipt/delay in receipt of full/part occupation certificate or due to any reason beyond the control of the Developer.

First Applicant

Second Applicant

Third Applicant

TERMS & CONDITIONS

- It is further made clear by the Company, and fully understood by the Applicant(s) that in case the Company has given any concession in the rate or in the payment schedule or the waiver of interest accumulated on delayed payment of installments, then the Applicant(s) shall not be entitled to claim any compensation, penalty, damages of whatsoever nature on account of delay in completion of construction or offer of possession of the said Unit.
- The adjustment of such compensation/penalty/damages, if any, shall be done only at the time of settling the final accounts for handing over the possession / conveyancing the said Unit to the Applicant(s) in this Application and not earlier.
23. THAT the Applicant(s) shall take possession of the said unit within 30 days from the date of issuance of final notice of possession failing which the Applicant(s) shall be deemed to have taken possession of the said unit. In such case the Company shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the said unit occasioned due to failure of the Applicant(s) to take possession within the stipulated time. Besides, holding charges @ ₹ 5/- per sq. ft. of Super Area per month, the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the Applicant(s).
 24. THAT the Applicant(s) shall also sign and execute a separate document/agreement with the Company/Maintenance Agency nominated by the Company for upkeep and maintenance of the common areas, services, facilities and installations of the complex, more specifically described in the Maintenance Agreement. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the said unit.
 25. THAT the Applicant(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said unit) in the Complex, as determined by the Company or its nominated agency.
 26. THAT it is clarified that the Applicant(s) or any RWA, or any association shall not have any ownership rights over school, club (including any facilities therein), swimming pool, business lounges, shops, shopping center, if any, and all other such facilities shall not be transferred to such body or association or society, RWA and the same shall always remain in the ownership, management and control of the Company. It is made specific that such areas have not been calculated in the super area and/or the Applicant(s) has not paid any sale consideration for such areas. However, the Applicant(s) shall paid club membership charges for accessing the club and its facilities which shall always be allowed by the management of the Club/Company subject to payment of monthly club membership charges/fees by the Applicant(s) to the management of the Club/Company.
 27. THAT the Company shall provide Fire Safety measures as per existing Fire Safety Code/Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further Fire Safety means are required to be provided, Applicant(s) shall pay for the same, on pro-rata basis.
 28. COMPANY'S RIGHT TO CREATE CHARGE: Notwithstanding, anything contained in this Application, the Company shall be entitled to raise loans from financial institutions and banks, in relation to the Project/Unit, and further, that for the purposes of such loans, the Company shall be entitled to encumber the Project together with all units/apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. including receivables from the Project. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Applicant, the Unit/Apartment shall be delivered to the Applicant free of all charges and encumbrances, as on the date of the execution of the Conveyance Deed.
 29. COMPANY'S RIGHT TO TRANSFER / ASSIGN THE PROJECT: Notwithstanding, anything contained in this Application, the Applicant hereby authorizes and permits the Company to sell, transfer, assign all its rights in the Project or any part thereof either in part or full including the rights, responsibilities, obligations under the booking/Allotment/Agreement in favour of any third Party(ies) and under that eventuality, the Applicant shall be directly responsible to such third Party(ies) / entity(ies) as the case may be.
 30. THAT the Applicant(s) shall get his/her complete address registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notice and letters posted at the earlier registered address shall be deemed to have been received by him/her at the time when those should ordinarily reach such address. The Applicant(s) shall be responsible for any default in payment and/or other consequences that might occur there from.
 31. THAT in case there are joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by him in this application, shall for all purpose be considered as served on all the Applicant(s) and no separate communication shall be necessary to the other named Applicant(s).
 32. THAT the Applicant(s) undertakes to abide by all laws, rules, regulations and orders law as may be made applicable to the said unit.
 33. THAT the Applicant(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Buyers Agreement and sign all requisite applications, forms, affidavits, undertakings etc. as required for the purpose.
 34. THAT the Applicant(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the company with such permissions, approvals which would enable the Company to fulfill its obligations under the booking application and the buyer agreement. Any refund, transfer of security, if provided in terms of the Application/Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Applicant(s) shall keep the company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible

First Applicant

Second Applicant

Third Applicant

TERMS & CONDITIONS

towards any third party making payment/remittances on behalf of any Applicant(s) and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Applicant(s) only.

35. The Applicant(s) have confirmed and assured the Company prior to submitting this application that he/she/they have read and understood the Haryana Apartment Ownership Act, 1983, rules framed thereunder and its implications thereof in relation to the various provisions of this application Form and Buyers Agreement and shall comply, as and when applicable and from time to time, with the provisions of Haryana Apartment Ownership Act, 1983, rules or any statutory amendment(s) or modification(s) thereof or the provision(s) of any other law(s) dealing with the matter. The common areas and facilities and the undivided interest of each Apartment 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, rules shall be binding upon the Apartment owners and Applicant(s)/Buyer's right, title and interest in the said Unit shall be governed by what is specified in the said declaration, which will be in consonance with the Buyers Agreement.
36. THAT the allotment of the said unit is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason.
37. THAT the Applicant(s) shall not be entitled to transfer the said unit and/or get the name of his/her nominee(s) substituted in his/her place without prior approval of the company and the Company, in its sole discretion, allow or refuse the same on such terms and conditions as it may deem fit and proper.
38. THAT all or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyers Agreement, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by, the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Company alone, in New Delhi by a Sole Arbitrator who shall be appointed by the Managing Director of the company.
39. THAT Delhi Courts shall have the jurisdiction in all matters arising out of and/or concerning this transaction.
40. EFFECT OF NON-EXECUTION OF THE BUYER AGREEMENT IN THE FORMAT ATTACHED: If the Applicant(s) fails to execute and deliver, to the Company, all copies of the Buyers Agreement within fifteen (15) days from the date of its dispatch by the Company, then the Application of the Applicant(s) may be treated as cancelled and the Earnest Money/Booking Amount, as the case may be, paid by the Applicant(s) shall stand forfeited. If the Applicant(s)'s copy of the Buyer Agreement is not executed by the Company and dispatched to the Applicant(s) within thirty (30) days after receiving the same from the Applicant(s), then this Agreement shall automatically be deemed to have been rejected and cancelled and all sums deposited by the Applicant(s) in connection therewith shall be returned to the Applicant(s) within 90 days, by the Company without any interest or compensation whatsoever. Upon such refund being made, neither Party shall have any further rights, obligations or liabilities against the other.
41. CONDITION PRESIDENT: It is the condition president of this application and proposed allotment that the Applicant(s) shall execute the Buyers Agreement as per the format attached, the contents of which has been read and understood by the Applicant(s) with the necessary help of his/her advocate and after fully understanding the effect/consequences of the same, the Applicant(s) has submitted this Application along with the first booking cheque.

LUXURY PARK RESIDENCES

In case the Applicant(s) has to pay commission or brokerage to any person for services rendered by such person to the Applicant(s), whether in or outside India, for acquiring the said Unit, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Company for the said Unit.
42. In case the Applicant(s) has to pay commission or brokerage to any person for services rendered by such person to the Applicant(s), whether in or outside India, for acquiring the said Unit, the Company shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Company for the said Unit.

Declaration: I/We declare that the above terms and conditions and the draft Buyer's Agreement (attached herewith) have been read/understood by me/us and the same are acceptable to me/us. I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the advance registration charges for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our Application for allotment either by way of forfeiture or refund of my/our money or in any manner whatsoever, including but not limited to as set out in the terms and conditions provided in this Application, I/We shall be left with no right, title, interest or lien under this Application.

Date _____

Signature of Applicant/Buyer(s)

1.

Place _____

2.

3.

Additional Enclosure: Form of Apartment Buyer Agreement read by Applicant(s).

SCHEDULE OF PAYMENTS

Sale Price	As applicable	
External Development Charges (EDC)	₹ 424/- per sq. ft.	
Infrastructure Development Charges (IDC)	₹ 49/- per sq .ft.	
Club Membership	₹ 200, 000/- per unit	
Utility charges (Lower Basement)	₹ 300, 000/- per slot	} Either one is mandatory
Utility charges (Upper Basement)	₹ 400, 000/- per slot	
Preferential Location Charges		
Park Facing	₹ 50/Sq.ft.,	
Two Side Open	₹ 50/Sq.ft.,	
Three Side Open	₹ 50/Sq.ft.,	
Sports Facing	₹ 25/Sq.ft.	

Please refer to the payment plan applicable for your booking which has been provided to you. In case you wish to avail another copy, the same may be asked from our customer relationship management (CRM) department at crm@ild.co.in or may directly be downloaded from our website (www.ild.co.in).



First Applicant

Second Applicant

Third Applicant

First Applicant

Second Applicant

Third Applicant

FOR OFFICE USE ONLY

Application Status Accepted Rejected

2. Unit Details (strike off whichever is not applicable)

Unit No.	Type	Block No.	Floor
Super Area	sq. mtr.	sq. ft.	

Amounts Payable

DESCRIPTION OF CHARGES	RATE	AMOUNT (in ₹)
A Basic Sale Price* (Super area)	@ ₹ per sq. ft.	
B EDC & IDC** (Super area)	@ ₹ per sq. ft.	
C Preferential Location Charges, if any (Super area)	@ ₹ per sq. ft.	
D Specification/Utility Charges	@ ₹	
E EEC/FFC/Electrical & Water Securities	@ ₹	
F Club Membership Charges	@ ₹	
G Interest Free Maintenance Security (Super area)	@ ₹ per sq. ft.	
H Power Backup Charges (Super area)	@ ₹	
Total		

Additional Consideration Amount (not calculated as on date):

I Registration & Stamp Duty Charges	As Applicable	As Applicable
J Other charges, if any as per this agreement	As Applicable	As Applicable
K Service Tax (extra)	As Applicable	As Applicable
L Escalation as per various price indexes	As Applicable	As Applicable
M Other Taxes/Cess/WCT/VAT	As Applicable	As Applicable

Amounts from Sr. No. A to M constitutes the total sales consideration for the purpose of this Agreement.

*Subject to escalation as per wholesale price index/other indexes.

**Presently, levy of EDC/IDC/IAC is governed by the guidelines of relevant authorities. In case of any revision at a later date by the authorities, the same shall have to be paid by the Applicant(s).

FOR OFFICE USE ONLY

PAYMENT PLAN

Construction Linked Plan Installment Plan Cash Down Payment Plan

Type of Account: SB / CA / NRE / NRO

Booking Amount Received vide Rt. No. Dated

For ₹ (Rupees)

Special Instructions/Remarks

Source of Booking: Broker Direct Employee Reference

(If Broker/Employee: Name & Address with Stamp, if applicable)

Details of Broker or Employee

Net BSP

Remarks/Incentive (if any)

Verified By:

Date _____

Place _____



Marketing

Customer Relationship Manager