



IG INFRAVENTURES





APPLICATION FORM

To,
M/s Imperial Green Infra Ventures
534/27/1 KA, Tatarpur, Aliganj,
Lucknow UP 226024

Sub: Application for Booking of Residential Plot (s) at Aishbagh Gardens, Aishbagh Lucknow

Dear Sir/Madam,

I/We understand that you are developing Freehold Residential Plots in the residential plotted project at No.148A, Industrial Area, Aishbagh, (Pandey Ka Talab) Lucknow- U.P. (hereinafter referred as the said "Residential Plots"]. has obtained a license for developing a Residential Plotted, being permit no. Plotted Resi development / Plotted Housing/13533/LDA/LD/23-24/4655/09102024 dated 13/12/2024 from the office of LDA Lucknow. I/We understand that all the mandatory approvals including Layout Plan, Demarcation Plan & Zoning Plan approvals have also been obtained, which I/We have perused.

I/We also understand that you are fully authorized to sell/transfer/convey/lease/assign and/or agree to sell the said Freehold Residential Plots to any third party and further I/we am/are fully satisfied with the marketable title of the Freehold Residential Plots. I/ we understand and have taken legal opinion for the laws pertaining to the development, sale and purchase of residential plots as per the applicable laws of Haryana and are making this application after taking due cognizance of all applicable laws and notifications with regard to the purchase of Freehold Residential Plots in Haryana.

I/We request you to book one Freehold Residential Plots under the agreed Schedule of Payments/Payment Plan. I/We have read and understood the terms and conditions of this application form, stated hereinafter and am/are agreeable to the same.

Applicant

Co-Applicant



I/We enclose herewith a sum of Rs (Rupees only)
by Bank Draft/Cheque no dated drawn on in favouring
“M/s Imperial Green Infra ventures.” payable at Lucknow as booking amount forming part of earnest money along with ap-
plicable taxes for the allotment of the plot.

I/We agree that in case of allotment of a residential Plot [hereinafter referred to as ‘Plot’], I/ We agree to pay the Sales Price of the Plot as stated hereinafter and all other amounts, charges and dues as per the payment plan/Schedule of Payment opted by me/us and/or as and when demanded by you. I/We agree unconditionally to sign and execute the Plot Buyers Agreement, containing the terms of sale within 15 [fifteen days] of the sale agreement being presented to me/us.

I/We have clearly understood that by submitting this Application Form, I/We have not become entitled to allotment of the said Plot in the said Freehold Residential Plotted Colony as the application form only constitute an offer to purchase notwithstanding the fact that you may have issued receipt(s) in acknowledgement of the money tendered with/in pursuance to this application form.

I/We further understand that I/We have absolute and unconditional right to cancel the said offer of booking within 30 days of date of application form and obtain 100% refund of booking amount without deduction of earnest money. The notice of cancellation/withdrawal shall only be made by registered post at the registered address of the company mentioned herein above.

I/We further understand that it is only after issuance of the allotment letter i.e. the acceptance of your offer and subject to terms and conditions stipulated in said Allotment Letter, the allotment of said Plot shall be deemed to have been made in my/ our favour. If I/We fail to execute and return the Buyers Agreement within the 15 [fifteen] days from the date of dispatch, then you will have the discretion to treat this Application Form and the Allotment made, if any, as cancelled. Upon such cancellation the earnest money as defined in the terms and conditions of the application form, along with all accrued/applicable taxes/charges, rates, cesses, levies paid/payable by me/us shall stand forfeited, irrespective of the fact allotment has been made or not.

I/We further understand and agree that I/We shall always be responsible and liable to make payment as statutory and mandatory towards all taxes, cesses, levies or any other charge(s) paid/payable by the company to State Agencies by whatsoever name, as applicable on the date of booking/application/Plot Buyers Agreement/Conveyance Deed or imposed retrospectively or prospectively on the said plot/residential plots/project/plot, which have not been accounted for in the Sales price and non-payment of same shall result in cancellation of the allotment/purchase at any stage including after execution of conveyance deed.

I/We further agree to abide by the terms and conditions of this application form including those pertaining to payment of Sales Price and forfeiture of earnest money as laid down herein and/or in the Agreement and other charges, rates, taxes, cesses, levies etc. as are applicable.



RESIDENTIAL PLOTS

THE PARTICULARS OF THE APPLICANT[S]

FIRST APPLICANT

Mr./Ms./Mrs.:

S/o, D/o, W/o Mr./Mrs.:

Date of Birth:

Profession:

Nationality:

PAN No.:

(Copy Enclosed)

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.

Residential Address:

Pin Code:

Phone

Mobile

Fax

E-Mail

Correspondence Address:

Pin Code:

Phone

Mobile

Fax

E-Mail

RECENT (COLOR)
PASPORT SIZE PHOTO-
GRAPH OF THE
1ST APPLICANT



RESIDENTIAL PLOTS

THE PARTICULARS OF THE APPLICANT[S]

SECOND APPLICANT

Mr./Ms./Mrs.:

S/o, D/o, W/o Mr./Mrs.:

Date of Birth:

Profession:

Nationality:

PAN No. :

(Copy Enclosed)

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin.

Residential Address:

Pin Code:

Phone

Mobile

Fax

E-Mail

Correspondence Address:

Pin Code:

Phone

Mobile

Fax

E-Mail

RECENT (COLOR)
PASPORT SIZE PHOTO-
GRAPH OF THE
2nd APPLICANT



DETAILS OF PLOT/UNIT

Plot/Unit No. - _____

Required Plot Area - _____ (in sq.meter.) _____ (in sq.ft.)

*Though company will try to allot a plot as per preferences opted hereinabove, however the discretion of allotment remains with the Company and shall be final and binding.

I/we shall be liable to make payment of the following charges in addition to the Sale Price at the time of offer of possession;

- EDC- External Development Charges
- EEC- External Electrification Charges
- Maintenance and Security
- Recurring Maintenance Charges
- Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Plot in favour of the Applicant(s) to be communicated at the time of offer of possession of the Plot, as applicable at that relevant time.
- Any other tax/cess/levy/penalty/charge(s)/IAC/ statutory charge(s)/charge(s) incurred for making compliance with any subsequent law/notification or any current law/notification made applicable to the project/plot/building etc., and/or incurred in any way and not charged from allottee, shall be charged extra and will be communicated.
- Service Tax and Value Added Tax if any, shall be applicable as per rates notified by the government. Service tax shall be subject to change and Payable along with respective instalment and is mandatory.



PAYMENT PLAN OPTED FOR

Please tick()your preference

Down Payment Plan (with a rebate of 10% on BSP + PLC)

STAGE	BSP	EDC/IDC & PLC (IF ANY)
At the time of Booking	10%	-
Within 3 months of booking	85%	100%
On offer of Possession	5% + All other charges as detailed in the Application form/Buyer Agreement	-

Note

1. In case of delay in any of the payments, interest @ 15% p.a. shall be paid on the delayed payment of any of the instalment.
2. All other charges as detailed in the application form/buyer agreement shall be payable at the time of offer of possession or as and when demanded by the company.

Declaration:

I/We do hereby declare that I/we shall abide by the terms and conditions of this Application Form and that the above particulars/information given by me/us are true and correct and nothing material has been concealed therefrom. I/We have read, understood, accepted and signed all pages of this Application Form including Payment Plan and Terms and Conditions.

Yours Faithfully

Signature of the Applicant (s).

1.
2.
3.

Date:

Place:



Check List as per KYC norms:

Tick()here

- | | | |
|----|--|--------------------------|
| 1. | Booking amount cheques / DD | <input type="checkbox"/> |
| 2. | Each Applicant's signature on all pages of the application form and payment plan. | <input type="checkbox"/> |
| 3. | Copy of PAN card / Form 60 / Undertaking of each applicant. | <input type="checkbox"/> |
| 4. | Address proof of each applicant. | <input type="checkbox"/> |
| 5. | One passport size colour photograph of each applicant. | <input type="checkbox"/> |
| 6. | For Companies: Certified copy of Board Resolution, Memorandum & Article of Association and Certificate of Incorporation Copy of PAN Card/ Address proof. | <input type="checkbox"/> |
| 7. | For Partnership Firm: Partnership Deed, Copy of PAN Card, Address proof and authorization by all partners in favour of the applicant to purchase | <input type="checkbox"/> |
| 8. | For NRI: Passport copy & payment is to be through NRE/NRO A/c., Address proof Email ID and Mobile number of the applicant(s). | <input type="checkbox"/> |



FOR OFFICE USE ONLY

(Not to be filled by applicant)

Plot No. Allotted :

BSP :

EDC / IDC :

PLC Type (as applicable) A non-preferential location 12 meter road view (Front/Back/Side)
 Corner Plot Park Facing

Development Charges: Rs [] /- per sq. feet

Booking done by (Tick [] as applicable)

Direct: [] Name and sign with date & time of the Company official who has booked the Plot:

Through Agent: [] Agent's Name & Address

Name and sign. with date& time of the Company official who has booked the Plot:

Number/Details of Plot Allotted

New Client Existing Client Existing property details

Remarks.....

Checklist for Receiving Sales Executive

Table with 4 columns: Item, YES, NO, YES, NO. Rows include: 1. Plot cost Details-Checked & confirmed, 2. Duly Filled Application with date and time, 3. Application Money Details duly filled in, 4. Applicant's signatures taken on all pages, 5. PAN Copy [of all applicants] received, 6. Address Proof [of all applicants] received, 7. Documents related to NRI/PIO received, 8. Documents related to Co./HUF/Firm/Trust received, 9. Opted payment plan, 10. Remarks/Exception, if any, 11. Broker Stamp/Signature/Card taken, 12. Passport Size photograph affixed.

Applicant

Co-Applicant



RESIDENTIAL PLOTS

TERMS AND CONDITIONS

AGREED/APPLICABLE TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM FOR BOOKING OF A PLOT IN PROJECT IMPERIAL ASHIYANA

(The terms and conditions given below shall be more comprehensively set out in the Plot Buyers Agreement which upon execution shall supersede the same. For all intents and purposes and for the purpose of the terms and conditions set out in this Application form, singular includes plural and masculine includes feminine gender)

1. DEFINITIONS:

"Agreement" means the Plot Buyers Agreement to be executed between the Applicant and the Company, draft of which is available on the website of the company.

"Applicant" means person(s)/entity, applying for booking of the said Plot, whose particulars are set out in this Application Form and who has appended his signature in acknowledgement of having agreed to the terms and conditions set out in this Application Form.

"Application Form" means whole of this Application Form including all annexures, schedules, terms and conditions for allotment of the said Plot in the said Residential Plotted colony.

"Company" means the company to which this application form is addressed above and/or Imperial Green Infratech Pvt. Ltd.

"Earnest Money" Means 10% of the Sales Price of the said Plot including Preferential Location Charges.

"Non Refundable Amounts" means the interest paid or payable by customer on delayed payments, brokerage paid/payable by the Company, service tax deposited/to be deposited by the Company, if any, etc.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and/or which adversely affects the Company's ability to perform obligations under this Application form, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- (c) strikes or lock outs, industrial disputes;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh, act of act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or



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- (g) any legislation, order, rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Residential Plots 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 reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

"said Plot" shall mean the specific Plot applied for by the applicant in the said plotting project, details of which has been set out in the application form and includes any alternative Plot, if allotted to the Applicant in lieu of the one applied for.

"Plot Area" for the purpose of calculating the Sale Price in respect of the Said plot shall be the area of the plot allotted, with minor variations due to physical site conditions/demarcation, beyond the control of the company.

It is further clarified that the Plot Area mentioned in the Application Form is tentative may vary up to + 10% and for the purpose of computing Sale Price in respect of Said plot only.

The plot area mentioned in the Buyer Agreement shall not undergo any change, except minor variations due to physical site conditions/demarcation, beyond the control of the company.

"Taxes" shall mean any and all taxes payable by the Company byway of property tax, fire tax, value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/ fund, service tax, VAT, cess, educational cess or any other taxes, charges, surcharges, levies by whatever name called, in connection with the development of the said Residential Plots/said Plot.

"Development Charges" shall mean and include External Development Charges [EDC] as applicable.

"Statutory Charges" – Infrastructure Augmentation Charges, External electrification charge / License Renewal fee / Statutory Charges are charges payable to Govt. Of U.P. / HUDA/Any other competent Authority/Agency in connection with the development of the plotting project. The applicant expressly waives off his right to raise any dispute with reference to his liability to pay for all such mandatory or statutory liabilities.

Electrification Charges "or "EC" shall mean the cost of creation of Main Electric Substation, Distribution Substations, cost of land, Feeding arrangements along with the electrical infrastructure cost comprising of the distribution networks, Cables and trenches, electrical transformers, electrical switchgears, electrical panels, feeder panels etc.

The Applicant shall pay the total Sales Price of the said Plot in accordance with the payment plan opted for by the applicant and in addition, the Applicant shall also be liable to pay all other amounts, charges and dues mentioned in this application form and/or in the Agreement in accordance with the demand raised by the Company from time to time.

- 2. (a) The Applicant agrees that cancellation/withdrawal of this Application Form is not permitted after expiry of 30 days from the date of application form and if after expiry of period of 30 days such cancellation or withdrawal is sought then the earnest money as mentioned above shall stand forfeited, irrespective of the fact Buyer Agreement has been executed or not.
- (b) Consequent to cancellation/withdrawal the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature with regard to the said plot
- 3. Subject to the terms and conditions of this Application Form/ Plot Buyers Agreement, on and after the payment of the Total Sale Price and other charges and dues as per the Application Form/Plot Buyers Agreement, the Applicant shall have the ownership of the said Plot

Applicant

Co-Applicant



4. The Applicant agrees that time is the essence of the agreement for all payments to be made by the Applicant including the Total Sale Price and all other amounts, charges and dues, as mentioned in this application form/Plot Buyers Agreement and any delay in making instalments shall be construed as material breach of the agreed terms and conditions of Application Form and/or Agreement and delay of 30 days from the due date of making payment of instalment shall invoke cancellation clause and the allotment shall be cancelled without any notice and earnest money shall stand forfeited and balance, if any, shall be refunded only after re-sale of such plot, without any interest.
5. The applicant understands that though the layout plan, demarcation and zoning plans, building plans for the plotting project have been approved by the competent authorities and he has seen and accepted the plans and has applied for the allotment of the said Plot with the specific knowledge that the building plans, designs, specifications, measurements, dimensions, location and number of the said Plot, and all other terms and conditions are tentative and are liable to change, alteration, modification, revision, addition, deletion, substitution or recast due to changes/modification required by the competent / various statutory authorities / changes in law. The Applicant hereby agrees that the Company is fully entitled to make such changes as required by the statutory authorities and the applicant waives his right to object to the same.
6. The Applicant agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, service tax, fire tax, VAT, fees, labour cess, surcharge or levies of all and any kind by whatever name called, whether levied or leviable now or in future, retrospectively or prospectively by the Government, municipal authority or any other governmental authority on the said Residential Plots/said Plot, as the case may be, as assessable or applicable from the date of the Application Form and thereafter. The Applicant shall be liable to pay all the levies and fees on pro-rata basis as determined by the Company and the determination of the share and demand shall be final and binding on the applicant till the said Plot is assessed separately.
7. The applicant agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its discretion put the construction of the complete or part of the project in abeyance and terminate/ alter/vary the terms and conditions of this Application Form/Agreement and in case of termination, the Applicant shall be entitled to refund of the amounts deposited by the Applicant, without any interest or compensation whatsoever, provided the Applicant is not in breach of any of the terms of this Application Form/Agreement.
8. Subject to other terms of this Application Form and/or the Agreement including but not limited to clauses mentioned above and timely payment of the Total Price and other amounts, charges and dues as mentioned in the Application Form/Agreement, the Company shall endeavor to complete the development of residential plotted plotting project and apply for completion of services from the competent authority within (36) months from the date of application form and upon receiving the requisite approvals the Company shall offer the possession of the said Plot to the applicant. Any delay by the company in completing the development/applying for Occupation/Completion of Services Certificate within stipulated period shall attract penal simple interest calculated at the rate of 15% per annum and any delay in making payment of demanded instalments shall also attract the same penalty of penal simple interest calculated at the rate of 15% per annum, if the Company choose not to condone the delay. The adjustment of such compensation after deducting any waiver of interest, shall be done at the time of execution of the conveyance deed which will be executed and got registered in favour of the Applicant within reasonable period of time after the requisite approval for delivery of possession of said Plot has been obtained from the competent authority and it is specifically made clear that conveyance deed would be executed only after complete payment of total sale consideration and all other sums/charges by the Applicant. The cost

Applicant

Co-Applicant



9. of stamp duty, registration charges etc., as applicable, shall be borne by the Applicant subject to other terms and conditions of the Agreement. After the possession of the plot is offered, the applicant shall be liable to make payment of balance instalments as per payment plan opted by him. Further at the time of offer of possession the applicant shall execute requisite documents viz. mortgage deed etc. favouring the company for securing the payment of balance instalments and also the applicant shall deposit the cheques and documents in favour of the company for the balance instalments In case the applicant chooses to raise construction of building on the said plot after delivery of possession, the applicant shall get the requisite building plans sanctioned through the company from the competent authorities, at his cost or expense and/or to re-imburse the company for all such costs incurred by the company and in such scenario the applicant shall be liable to make payment of requisite/applicable stamp duty and registration charges and legal expenses on the plot area as well as constructed portion at the time of execution of conveyance deed. The applicant shall not violate the norms and provisions of the approved zoning plan/applicable building plans. The company shall have unrestricted and unfettered right to resume the said plot, in case of non-payment of balance instalments and also for any violation of any plan or applicable laws, by the applicant within 30 days of notice to the said effect. That the applicant agrees that unless a sale/conveyance deed is executed in his/their favour, the Land Owners/company shall continue to be the owner of the Said Plot and the Company as a developer shall have the exclusive possession of the Said Plotting project and this Agreement shall not give any right, title or interest in the Said Plot to the applicant.
10. The Applicant shall be liable to pay all fees, duties expenses, costs, etc., including but not limited to stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the agreement/conveyance deed of the said Plot/constructed building, as and when demanded by the Company, within the stipulated period as mentioned in the demand letter of the Company. In case, Applicant fails to deposit such amounts demanded within the period mentioned in the demand letter or in case of dishonour of cheques paid by the Applicant, the Company shall have the right to cancel the allotment of the Said Plot and forfeit the Earnest Money and refund the balance amount, if any, to the Applicant, without any interest and resume the said plot, if required.
11. The applicant agrees that the Company shall be entitled to forfeit the Earnest Money or any amount of payment/amount received towards Earnest Money, by whatever name called, , in case of non- fulfilment/breach of the terms and conditions of the Application Form and/or the Agreement including withdrawal of the Application Form, as detailed above, and also in the event of the failure by the applicant to sign and return to the Company the Agreement within the stipulated period of the allotment or booking or agreement is cancelled/terminated for any reason whatsoever. If the applicant causes disrepute to the project/Company, in any way then the Company shall be entitled to terminate the allotment/ agreement by refunding the amounts received from the applicant without any interest, as per opinion or discretion of the Company. Thereafter the Applicant shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Company shall thereafter be free to resell and/or deal with the Said Plot in any manner whatsoever. The amount(s), if any, paid over and above the Earnest Money, would be refunded to the Applicant by the Company without any interest or compensation of whatsoever nature only after re- sale/fresh booking of the said residential plot to other allottee and after realization of the sales price from the new allottee. The Company shall at all times have the first lien and charge on the Said Plot for all its dues payable by the Applicant to the Company. If the amount deposited/ paid by the applicant is less than the Earnest Money then the Applicant agrees and undertakes to make the payment of the difference amount forthwith at the first written request from the Company. Timely payment of installments as per the Payment Plan shall be the essence of this transaction. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and failure to make full/complete payments shall invoke the cancellation of the allotment/booking and forfeiture of the earnest money along with other amounts as mentioned hereinabove.

Applicant

Co-Applicant



11. That the Applicant(s) understands and agrees that the Company shall not entertain any transfer / nomination / assignment request until and unless the Applicant(s) has paid at least 25% of Sales Price to the Company and the same shall be at the sole discretion of the Company, upon payment of charges as applicable from time to time, who may grant or refuse permission and also subject to the conditions/compliances as may be required to be fulfilled by the Applicant(s) as a pre-condition for such permission. The first transfer of property shall not attract any administrative charges.
12. That the Applicant(s) understands, agrees and undertakes that, if required by the Company, the Applicant(s) shall on his own apply directly to State Electricity Boards ("SEBs") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement in respect to the Plot. The Applicant(s) shall be liable to make payment of Taxes, Development Charges, Statutory Charges, Electrification Charges, Electricity Connection Charges, Electrical supply line charges, as defined in the definitions mentioned hereinabove, to the Developer. Further the applicant(s) shall also be liable to make payment of Water connection charges, sewer connection charge and storm water connection charges, road cutting charges are collectively called as Utility Connection Charges ("UCC") which shall be charged extra. The applicant(s) shall also be liable to make payment of Cost of installing Sewerage Treatment Plant (STP)/ effluent treatment plant, Solar Water Plant [as applicable], solar photovoltaic power plant [as applicable]/Water Treatment Plant/Underground Water Tank and any other infrastructure or services that are made mandatory. The applicant(s) shall also be liable to make payment of requisite Stamp Duty, Registration, any other incidental or ancillary charges and legal expenses for execution and registration of the conveyance/sale deed of the Plot/constructed building in favour of the Applicant(s). The applicant(s) shall also be liable to make payment of other charge (s) which the Company / Maintenance Service Provider may demand for providing any additional service/ amenity/ facility etc. or for up gradation of any existing service/ amenity/ facility etc., as applicable at that relevant time. The applicant(s) shall also be liable to make payment of tax/cess/levy/penalty/charge(s)/IAC/ statutory charge(s)/charge(s) incurred for making compliance with any subsequent law/notification or any current law/notification made applicable to the project/floor/building/plot etc., and/or incurred in any way and not charged from allottee. The applicant(s) shall be liable to make payment of all above applicable charges as and when demanded by the Company, irrespective of fact whether conveyance deed has been executed or not.
13. The Company may, at its discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the applicant to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Applicant that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination / transfer/ assignment of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Application Form to restrict nomination/transfer/assignment of the Said Plot by any authority, the Company will have to comply with the same and the Applicant has specifically agreed to the same.
14. The applicant agrees that the Company shall have the right to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables of the Said Plot/project/land subject to the Said Plot being free of any encumbrances at the time of execution of sale deed. The Company shall always have the first lien/ charge on the Said Plot for all its dues and other sums payable by the Applicant.
15. The Applicant may obtain finance from any financial institution / bank or any other source but the Applicant's obligation to purchase the said Plot pursuant to this Agreement shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant will remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the said Plot. In that event all the matters of accounting, including payment of interest on the loan amount, shall be settled by the Applicant with the financial institution/ bank without recourse to or



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involving the Company. The company shall not be liable for refusal by any financial institution to advance any loan/finance to the applicant, for any reason whatsoever.

16. The Applicant agrees that in case the Applicant is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company then all remittances, acquisition/ transfer of the said Plot, any refund, transfer of security etc., 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 and it shall be the sole responsibility of non- resident/foreign national of Indian origin/foreign nationals/foreign companies to abide by the same. The Company accepts no responsibility in this regard.
17. The Applicant agrees to inform the Company in writing any change in the mailing address mentioned in this Application Form, failing which all letters by the Company shall be mailed to the address given in this Application Form and deemed to have been received by the Applicant. In case of joint applicant's communication sent to the first named Applicant in this Application Form shall be deemed to have been sent to all applicants.
18. The Applicant hereby covenants with the Company to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant. The applicant shall make payment(s) of all such amounts as demanded by the Company pertaining to any statutory charge(s)/tax/cess/levy etc. which has not been accounted for and which has not been paid by the applicant.
19. The Company is not required to send reminders/notices to the Applicant in respect of the obligations of the Applicant as set out in this Application Form and/or the Agreement and the Applicant is required to comply with all its obligations on its own.
20. The Applicant(s) declares and affirms that in case of joint applicant's failure to pay by anyone shall be deemed as failure to pay by both/all and the joint applicants shall be treated as one single person for the purpose of this application form and both/all shall be liable for the consequences jointly as well severally. Any notice/ communication to the first applicant shall be deemed as notice to both/all the applicants.
21. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form/Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be adjudicated upon and settled through Arbitration by the sole Arbitrator. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Faridabad by a Sole Arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the Parties. The applicant shall not raise any objection on the appointment of sole Arbitrator by the Company. The applicant hereby confirms and agrees that he/she /it shall have no objection to this appointment even if the person so appointed as the sole Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the applicant confirms that notwithstanding such relationship/connection, the applicant shall have no doubts or objections to the independence or impartiality of the said sole Arbitrator.
22. The Applicant has fully read and understood the above-mentioned terms and conditions and agrees to abide by the same.

Applicant

Co-Applicant