

APPLICATION FORM FOR PROJECT 'THE SEPHYRA'

Photograph of
First/sole
Applicant/
Allottee

Photograph of
Second
Applicant/
Allottee

Photograph of
Third
Applicant/
Allottee

To,
Imperia Structures Limited,
A-25, Mohan Co-operative Industrial Estate,
New Delhi-110044
RERA Registration No.: [●]

Dear Sir,

I/We wish to register my/our expression of interest for the provisional booking of a Unit (particulars of which are given herein-below) in your project under the name and style '**THE SEPHYRA**' (hereinafter referred to as "**Project**") situated at **GH-A4, Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority, District- Gautam Budh Nagar, Uttar Pradesh** by virtue of this application form (hereinafter referred to as "**Application Form**")

Particulars of Applicant(s)/ Allottee(s)

[If the Applicant/ Allottee is an Individual]

(First Applicant/Sole Applicant)

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

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

(Second Applicant/Co-Applicant)

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

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

(Third Applicant/Co-Applicant)

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

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

[OR]

[If the Applicant/ Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____

_____, (PAN _____), represented by its authorized signatory _____, (Aadhaar

No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Applicant/Allottee" (which expression shall unless repugnant to the context or meaning hereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the Applicant/ Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____, (PAN _____), represented by its authorized partner, _____, (Aadhaar

No. _____) authorized vide _____, hereinafter referred to as the "Applicant/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If an Allottee is a Sole Proprietorship]

_____, a sole proprietorship firm owned by _____,

having its principal place of business at _____

_____, (PAN _____),

represented by the said owner Mr

/ Ms

(Aadhaar

"Applicant/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART;

[OR]

[If the Applicant/Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of
_____ Aged about _____ for self and as the Karta of the Hindu
Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____

(PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

Particulars of Authorized Signatory (if applicable)

Name: _____ Designation: _____

Address: _____

Mobile No.: _____ Aadhaar No.: _____

Email: _____

PARTICULARS OF BOOKING

<u>PARTICULARS OF BOOKING</u>	
1.	Particulars of Unit:
(a)	Type of Unit: <ul style="list-style-type: none">• 4 BHK []• PENTHOUSE []• 2 BHK (TYPE 1) []• 2 BHK (TYPE 2) []• 1 BHK []
(b)	Location : []
(c)	Floor []
(d)	Parking Type: Covered [] Stilt [] Basement [] No. of Parking Slot []
(e)	Parking Area : [] sq. mtr. [] sq. ft.
(f)	Size of Unit Super Area [] sq. mtr. [] sq. ft. Carpet Area [] sq. mtr. [] sq. ft. Covered Area [] sq. mtr. [] sq. ft.
(g)	Mode of Booking Direct [] Broker []
(h)	Broker RERA Registration No. []

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

Note:

(i) In the event of any increase or decrease in the rate of any existing tax, charge, levy, or compensation payable to farmers (including any penalty and/or interest levied thereon), as may be levied, imposed, modified, or revised by the Government or any competent authority, or in the event any new tax, charge, levy, or compensation payable to the farmers (including any penalty and/or interest levied thereon), is imposed by such authority in relation to the Project, the Total Sale Price payable by the Applicant(s)/Allottee(s) towards the transfer of the Unit (hereinafter referred to as the '**Total Sale Price**') shall be adjusted proportionately to reflect such variation. The Applicant(s)/Allottee(s) shall be liable to pay any such additional amounts as and when demanded by Imperia Structures Limited (hereinafter referred to as "**Developer**") and such amounts shall form an integral part of the Total Sale Price. The Total Sale Price comprises of two components i.e., basic sale price (hereinafter referred to as the "**Basic Sale Price**") and all other charges as detailed in the aforementioned tabular format (hereinafter referred to as the "**All Other Charges**").

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

(iii) Total Sale Price of the Unit is calculated on Carpet Area (*defined hereinafter*) basis. The super area is indicative and provided for reference purposes only.

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

1. Payment Plan:

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

- a. 10% of Basic Sale Price at the time of booking;
- b. 40% of Basic Sale Price at the time of execution of the Agreement for Sub-Lease;
- c. 50% of Basic Sale Price along with 100% of All Other Charges at the time of filing an application for obtaining occupation certificate.

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

Only)

(hereinafter referred to as "**Booking Amount**").

3. Details of Payment of Booking Amount

Cheque No.	Date	Drawn on	Amount (Rs.)

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

Resident of India:

- Copy of PAN card;
- Proof of address (copy of Passport or Voter's ID card or Bank Pass Book or Electricity Bill); and
- Copy of Aadhaar card.

Partnership Firm:

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

Private Limited & Limited Company:

- Copy of PAN card of the company;
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director of the Company;
- Board resolution authorizing the signatory of the Application Form to buy property on behalf of the company duly authenticated by any other Director of the Company; and
- PAN card and Adhaar card of the authorized signatory.

Hindu Undivided Family (HUF):

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

NRI / Foreign National of Indian Origin:

- Copy of the individual's Passport;
- In case of Foreign National, copy of OCI/PIO card (as applicable);
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant;
- In case of NRI, Applicant(s)/Allottee(s) shall submit the copy of a duly filled NRI Declaration as annexed herewith as **Annexure A**;
- In case of cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party;

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

I/We have understood the Specifications/Particulars of Unit (*which are more particularly detailed in **Annexure B***) and Layout Plan of Unit (*which are more particularly detailed in **Annexure C***). I/We declare that the particulars given hereinabove are true and correct to my/our knowledge.

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

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

Date: [_____]

Place: Signature of First Applicant

[_____]

Name of First Applicant

Contact No.

[_____]

Signature of Second Applicant

[_____]

Name of Second Applicant

Contact No.

[_____]

Signature of Third Applicant

[_____]

Name of Third Applicant

Contact No.

TERMS AND CONDITIONS

The conditions mentioned hereinbelow form a part of the Application Form. This Application Form merely represents the Applicant(s)/Allottee(s) intention to acquire the Unit and shall not construe any acceptance of the application by the Developer. Further, the undertakings contained in this Application Form also form part of these Standard Terms and Conditions mentioned hereunder.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- a) "**Act**" shall mean the Real Estate (Regulation and Development) Act, 2016.
- b) "**Applicant(s)/Allottee(s)**" shall mean and include an individual applicant and all joint applicants, jointly and severally, as the case may be who has/ have applied to the Developer for allotment of the Unit by signing and submitting the Application Form and agreeing to abide by the Standard Terms and Conditions (*as defined below*). The term "Applicant(s)/Allottee(s)" shall, unless it is repugnant to the context or meaning thereof, be construed to mean and include his/her/their/its representatives, legal heirs, executors, administrators, successors-in-interest and permitted assigns, etc.
- c) "**Applicable Law(s)**" shall mean and include any central, state or local statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of the Application Form or thereafter.
- d) "**Application Form**" shall mean this application form for Provisional Allotment (*defined hereinafter*) of a Unit submitted by the Applicant(s).
- e) "**Authority**" means the Uttar Pradesh Real Estate Regulatory Authority.
- f) "**Common Area**" means the area under the common staircases and the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, common pantries, machine room, meter room, electric sub-station, common toilets and the like related to the Unit.
- g) "**Common Facilities**" means the facilities under D.G. sets/ D.G. rooms, water storage tanks its pumping and supply system, sewerage & drainage systems, electric sub-station / transformers / electric panels / distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & firefighting system etc. and all such facilities and areas for common use and excluded from the computation of the Unit.
- h) "**Developer**" means Imperia Structures Limited incorporated under the provisions of Companies Act, 1956, and having its registered office at A - 25, Mohan Co - Operative Industrial Estate Mathura Road, New Delhi - 110044, and shall be construed to mean and

include its successor-in-interest and permitted assigns.

- i) **"Force Majeure Event"** any event or combination of events or circumstances beyond the reasonable control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measure, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform or the regular development of the Project, including but not limited to the following:
- non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/ or electric power; and/or
 - slow down, strike and/or due to a dispute with the construction agency employed by the Developer; and/or
 - lock out or lockdown or or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Applicable Law or as a result of any restrictions imposed by a Government Authority or any order passed by any court including the National Green Tribunal and/or any delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Government Authority and/or Graded Response Action Plan; and/or
 - Orders issued by the Commission for Air Quality Management in National Capital Region and Adjoining Areas; and/or
 - Delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities; and/or
 - Delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Developer.
 - Legal proceedings or any other order, rule or notification issued by Competent Authorities, including but not limited to National Green Tribunal, effecting the development of the Project;
 - Any mandatory holidays declared by the Central Government, State Government, local authorities, or any other competent authority, which directly impacts or restricts the Developer's ability to carry out development of the Project. The duration of such government-mandated holidays shall be excluded from the timelines for completion of the Project and shall not be considered a default or delay on the part of the Developer;
- j) **"Government Authority"** or **"Statutory Authority"** means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction.
- k) **"Non-Refundable Amount"** shall collectively mean (i) interest on any overdue payments at such rate as maybe prescribed under the Rules; and (ii) brokerage paid by the Developer to the channel partner/ broker in case the booking is made by the Applicant(s)/Allottee(s) through a channel partner/ broker and (iii) all taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Applicant(s)/Allottee(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (v) administrative charges as per Developer policy; (vi) any other taxes, charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges.

- l) **"Pass Through Charges"** shall mean to all charges, fees, taxes/duties, impositions as may be levied by the competent authority, such as, lease rent, interest free maintenance security, meter charges, Goods and services tax (**GST**), property tax, land under construction tax, or any future increase thereof or imposition by competent authority.
- m) **"Provisional Allotment"** shall mean the provisional allotment of the Unit to the Applicant(s)/Allottee(s) and which shall be governed by the terms and conditions of the terms contained herein and the Definitive Agreement.
- n) **"Rules"** shall mean the rules framed under the provisions of the Act [i.e., Real Estate (Regulation and Development) Act, 2016].
- o) **"Terms and Conditions"** shall mean these terms and conditions governing the provisional allotment of the Unit to the Applicant(s)/Allottee(s).

1.2 **Certain Rules of Interpretation:** With respect to the provisions herein:

- (a) The descriptive headings are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof.
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any person or persons or circumstances except as the context otherwise requires.
- (c) Unless otherwise specified, the damages payable by any party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the party entitled to receive the same.
- (d) The Annexures annexed to this Application Form forms an integral part hereof.

2. SCOPE OF THE TERMS AND CONDITIONS

- 2.1 Mere acceptance of the Terms and Conditions do not vest any right, title, and interest in the Unit and/or the Project to the Applicant(s)/Allottee(s) or to any other person.
- 2.2 The Applicant(s)/Allottee(s) shall have no right, title or interest whatsoever on the Unit either during its construction/development or after its completion till the execution of Sub Lease Deed by the Developer in favor of the Applicant(s)/Allottee(s).
- 2.3 The Terms and Conditions are indicative in nature with a view to acquaint Applicant(s)/Allottee(s) with the terms and conditions and are not exhaustive and Applicant(s)/Allottee(s) shall be handed over a copy of the Agreement for Sub-Lease, recording the obligations, rights and liabilities of the Developer and Applicant(s)/Allottee(s). The Applicant(s)/Allottee(s) understands, acknowledges and agrees that the terms and conditions laid down in the draft Agreement for Sub-Lease and the Sub-Lease Deed shall be binding upon the Applicant(s)/Allottee(s) and he/she/they/it agree to abide by the said terms and conditions and the legal implications thereof.

3. PROJECT DETAILS

- 3.1 The Project is duly registered with the Uttar Pradesh Real Estate Regulatory Authority vide project registration certificate no. [●] dated [●] under the provisions of the Act and Rules.
- 3.2 The government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697/ 77 – 04 – 2001 – 3 (N) / 2001 dated 24.04.2001 (name changed to *Yamuna Expressway Industrial Development Authority*) (hereinafter referred to as the “**YEIDA**”) vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11.07.2008, under the U.P. Industrial Area Developmental Act 1976.
- 3.3 YEIDA formulated a scheme to develop Mega Projects in Special Development Zones (hereinafter referred to as “**SDZs**”) along the Taj Expressway (renamed as *Yamuna Expressway* vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11.07.2008) between Greater Noida and Agra and invited applications for allotment of SDZs.
- 3.4 JPSK Sports Private Limited, a private limited company incorporated under the Companies Act, 1956, on 20.10.2007 applied to YEIDA for allotment of 1 (One) SDZ admeasuring approximately 1,000 (One Thousand) hectares for development of the area with sports as its core activity. JPSK Sports Private Limited was subsequently changed from a private limited company to a public limited company and a fresh certificate of incorporation in the name of *Jaypee Sports International Limited* was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010. Subsequently, Jaypee Sports International Limited got amalgamated with Jaiprakash Associates Limited (hereinafter referred to as “**JAL**”), pursuant to the order dated 14.09.2015, passed by the Hon’ble High Court of Allahabad.
- 3.5 YEIDA thereafter allotted a SDZ with an area of approximately 1,000 hectare at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the “**Leased Land**”) to JAL for development of the Leased Land with sports as the core activity thereof and granted lease of the Leased Land in various lots in favour of JAL through various lease deeds (hereinafter referred to as the “**Principal Lease Deeds**”) as per the terms and conditions specified therein, which inter-alia include use of minimum 35% (Thirty Five Percent) of the Leased Land (hereinafter referred to as the “**Core Area**”) for sports (hereinafter referred to as the “**Core Activity**”) including roads and open spaces, while the remaining Leased Land (hereinafter referred to as the “**Non Core Area**”) could be used for other specified activities.
- 3.6 JAL had prepared land use plan, layout plan and other relevant plans for the development of the Leased Land in the name of “*Jaypee Greens Sports City*” which were duly approved by YEIDA vide letter dated 21.02.2014 bearing Memo No. PLG/SDZ-01/855/2014. The said plans were revised and approved by YEIDA vide letter dated 11.07.2018, bearing No. YEA/PLG/SDZ-01/62542/2018 (The said revised plans as approved by YEIDA or the subsequently revised plans, as the case may be, are hereinafter referred to as the “**Relevant Plans**”).
- 3.7 Based on the Relevant Plans, JAL has sub-leased to the Developer, a land admeasuring 19,039 square meters (approximately 4.7 acres), being plot no- GH-A4, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority District- Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the “**Said Land**”), for a period upto 23.09.2099, for developing a group housing project thereon on mutually agreed terms and

conditions, by virtue of a sub-lease deed dated 29.01.2020, duly registered with Sub-Registrar Gautam Budh Nagar, Uttar Pradesh as document bearing No. 3576, in Book No. 1, Volume No. 35873, on pages 267 to 312, on 29.01.2020 (hereinafter referred to as "**Imperia Sub-Lease Deed**").

- 3.8 The Said Land has been earmarked to the Developer for setting up of a group housing as per duly approved and sanctioned building plans *vide* letter dated 25.06.2025 bearing Memo No. YEA/Planning/809/2025. The Said Land is earmarked for the purpose of group housing development in the name and style of " *THE SEPHYRA* " which shall have 06 (six) towers and others amenities. The name of the individual towers of the Project and/or the name of the Project may be changed/amended at the sole discretion of the Developer and the Applicant(s)/Allottee(s) shall not be entitled to object on the same.
- 3.9 The Applicant(s)/Allottee(s) acknowledge that he/she/they/it have perused and verified all the title documents including the Principal Lease Deeds and the Imperia Sub-Lease Deed. Further, the Applicant(s)/Allottee(s) accept, undertake and acknowledge to abide all the terms and conditions of the Principal Lease Deeds and Imperia Sub-Lease Deed. The Applicant(s)/Allottee(s) further undertakes that he/she/they/it is/are fully satisfied with Developer's authority and entitlements to develop and market Project on the Said Land.
- 3.10 That the Applicant(s)/Allottee(s) have applied for the booking of the Unit in the Project, after being fully and completely satisfied. Further, the Applicant(s)/Allottee(s) have perused and understood the scheme of development, tentative plans/other documents at the office of Developer and Applicant(s)/Allottee(s) also agree to abide by all the terms and conditions of YEIDA or any other statutory or civic authority to which JAL, or the Developer, and consequently the Applicant(s)/Allottee(s), is subject to or any other condition which the Developer may prescribe.
- 3.11 The Applicant(s)/Allottee(s) agree that he/she/they/it has/have taken all information about the Project from the website of the Authority/website of Developer. The Applicant(s)/Allottee(s) has understood the contents of all materials/documents/plans, stage wise time schedule for completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity, title documents, commencement certificates and other Project related documents. The Applicant(s)/Allottee(s) has inspected the location of the Project and has perused and reviewed all the details, approvals, documents, title deeds, unit specifications, completion timelines etc. pertaining to the Project to his/her/their/its satisfaction and has thereafter executed this Application Form towards the provisional allotment of the Unit.
- 3.12 The Applicant(s)/Allottee(s) hereby confirms that the registration under the Act granted with respect to the Project is valid till [●]. In view thereof, the Applicant(s)/Allottee(s) shall have no objection if the Developer approaches the Authority to obtain a further extension of the registration till the completion of the Project.

4. EXECUTION OF THE AGREEMENT FOR SUB-LEASE

- 4.1 It shall be incumbent on the Applicant(s)/Allottee(s) to execute the Agreement for Sub-Lease within 30 (Thirty) days from the date of remittance of the Booking Amount/earnest money and appear for registration of the same before the concerned sub-registrar as and when intimated by the Developer.

- 4.2 The Applicant(s)/Allottee(s) have clearly understood that the Agreement for Sub-Lease, upon its execution shall supersede the terms and conditions set out in this Application Form. All the unit allottees/purchasers in the Project shall be governed by the terms and conditions of the respective Agreement for Sub-Lease entered into between the parties, and no details mentioned in this Application Form shall in any way govern such transactions unless as may be otherwise expressly provided in the Agreement for Sub-Lease by the Developer.
- 4.3 The Applicant(s)/Allottee(s) further confirms that in the event the Agreement for Sub-Lease is not executed by the Applicant(s)/Allottee(s) within a period of 30 (Thirty) days from the date of payment of the Booking Amount/earnest money, and the Applicant(s)/Allottee(s) further fails to rectify such default within a period of 30 (Thirty) days of receipt of a cure notice from the Developer to such effect, the Developer shall have the right to cancel the allotment of the Unit by forfeiting the Booking Amount/earnest money under this Application Form upon such cancellation, without any Interest (*defined hereinafter*). In event of such cancellation, the Applicant(s)/Allottee(s) shall not raise any objection whatsoever and shall surrender the original Application Form along with any other document issued by the Developer within 15 (Fifteen) days from the date of such cancellation. Upon such cancellation, the Applicant(s)/Allottee(s) shall cease to have any right, title, interest in the Unit.

For the purposes of this clause, "**Interest**" shall mean interest calculated at the rate equivalent to the State Bank of India (SBI) Marginal Cost of Funds based Lending Rate (MCLR) plus 1% (One Percent), applicable for lending to the general public. In the event the SBI MCLR is no longer in use, it shall be replaced by such other benchmark lending rate as may be prescribed by SBI from time to time for general public lending.

5. AMOUNTS PAYABLE BY THE APPLICANT(S)/ALLOTTEE(S)

- 5.1 The Applicant(s)/Allottee(s) shall be liable to pay the Total Sale Price as per the Payment Plan specified in this Application Form, time being of all essence. All payments by the Applicant(s)/Allottee(s) are required to be made by demand drafts or by cheques in the name of Imperia Structures Limited or by internet banking to the designated bank account of Imperia Structures Limited.
- 5.2 The allotment shall be valid only upon realization of amounts tendered by the Applicant(s)/Allottee(s) under this Application Form and subject to timely future payments of all amounts as listed under this Application Form, Agreement for Sub-Lease, and Sub-Lease Deed.
- 5.3 The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Applicant(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Applicant(s)/Allottee(s) only.
- 5.4 That the Applicant(s)/Allottee(s) agrees that he/she/they/it has understood the Total Sale Price payable by Applicant(s)/Allottee(s) and each component comprising in the Total Sale Price. The Applicant(s)/Allottee(s) has understood that in case of any increase/decrease in rate of any tax/charge/levy/discount (as may be granted by the Developer)/compensation to be paid to farmers, amounting to INR 150/- (Indian Rupees One Hundred Fifty Only) per square feet of the

Carpet Area, or any revised/increased amount, which is levied/imposed by Government/competent authority or in case of levy of any fresh tax/charge/levy/compensation to be paid to farmers, amounting to INR 150/- (Indian Rupees One Hundred Fifty Only) per square feet of the Carpet Area, or any revised/increased amount,, which is levied/imposed by Government/competent authority, the Total Sale Price payable by Applicant(s)/Allottee(s) shall increase/decrease and he/she/they/it has no objection to the same. The Applicant(s)/Allottee(s) agrees that the Total Sale Price shall be subject to Goods and Services Tax (GST), at the rate applicable on the date of supply as prescribed under the applicable GST laws, and confirms that he/she/they/it shall have no objection in this regard. The Applicant(s)/Allottee(s) further understands that stamp duty, registration charges and expenses involved in registration of Sub-Lease Deed and Agreement for Sub-Lease shall be borne by Applicant(s)/Allottee(s) separately.

- 5.5 That the Applicant(s)/Allottee(s) agrees, accepts and acknowledges that the price of the Unit and other charges calculated by the Developer are on the basis of Carpet Area and the super area is for reference only. For the purposes of this Application Form, "*Carpet Area*" shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Applicant(s)/Allottee(s), but includes the area covered by the internal partition walls of the Unit.
- 5.6 The Applicant(s)/Allottee(s) is aware that the Project layout, building plans, specifications of the units in the Project including the Unit are subject to minor variation as permitted under Section 14 of the Act. The Applicant(s)/Allottee(s) is also aware that the common areas and Carpet Area of the Unit specified hereinabove are tentative and subject to variation. If there is variation in the Carpet Area of the Unit, which shall not be +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the Rules), of the Carpet Area specified hereinabove, then the Developer shall recalculate the Total Sale Price for the Unit and in such event only recourse should be pro-rata adjustment in the last installment payable by the Applicant(s)/Allottee(s) towards the Total Sale Price. The Applicant(s)/ Allottee(s) is aware that the variation in the Carpet Area of the Unit/other units may also lead to variation in the total common area of the Project and accordingly, the calculation of the proportionate common area in the Project shall be finalized at the time of completion of the Project. All consequent monetary adjustments shall be made at the same rate per square feet as agreed under the Agreement for Sub-Lease. The Applicant(s)/Allottee(s) agrees that such variation is acceptable and binding upon him/her/them and he/she/they/it shall not object to such variation at any time.

In the event, due to any reason the Developer is unable to provide the details of the pro-rata adjustment in the last installment and wherein the Applicant(s)/Allottee(s) has paid an excess amount towards the Total Sale Price then the Developer shall refund the excess money paid by the Applicant(s)/ Allottee(s) within 45 (Forty Five) days with Interest.

- 5.7 The Applicant(s)/Allottee(s) further agrees that the Developer is under no obligation to send demand/ reminders for payments, however, the Developer may send any letter/demand/notice through e-mail and/or SMS to the Applicant(s)/Allottee(s) and it will be treated as duly served upon the Applicant(s)/Allottee(s) in any case. In case the Applicant(s)/Allottee(s) makes the payment vide cheque/Demand Draft, then, Applicant(s)/Allottee(s) shall mention his/her/their/its name, customer ID, and Unit no. applied for, behind the cheques/demand drafts. Furthermore, if the Applicant(s)/Allottee(s) fails/ defaults in making payment of due amount within stipulated period

or the tendered cheque(s) or draft get dishonored by his/her/their/its banker then the Applicant(s)/Allottee(s) shall be liable to pay Interest to the Developer on the amount of such dishonored cheque. In the case of cheque dishonor, the Developer shall collect cheque dishonor charges amounting to Rs. 1,500/- (Rupees One Thousand Five Hundred Only), forthwith via DD, NEFT or RTGS. Further, the Developer shall have the right to collect the bank charges as imposed by the respective bank upon such dishonor of cheque.

- 5.8 In case of dishonor of cheque, the Applicant(s)/Allottee(s) shall make the payment of the cheque amount by way of DD/ NEFT/RTGS within next 7(Seven) days of sending the intimation of such dishonor of cheque to the Applicant(s)/Allottee(s). In case the Applicant(s)/ Allottee(s) fails to do so, in that event Developer may, at its sole discretion, terminate the allotment in accordance with the provisions of Clause 6 of this Application Form. In the event of dishonor of any payment cheque, the Developer has no obligation to return the original dishonored cheque.
- 5.9 Pursuant to Section 194-IA of the Income Tax Act 1961, the Applicant(s)/Allottee(s) is required to deposit 1% (One Percent) of Total Sale Price, wherever applicable, as tax deducted at source (TDS) by Government of Inida. The Applicant(s)/Allottee(s) shall pay the entire TDS within 30 (Thirty) days from the date of each instalment payment as per the Payment Plan set out herein. The copy of the TDS certificate shall be submitted by the Applicant(s)/Allottee(s) to the Developer within 30 (Thirty) days from the date of making payment of entire TDS or from the payment of each instalment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as an event of default. In addition to the above, the Applicant(s)/Allottee(s) agrees to sign the TDS declaration attached herewith as **Annexure D**.
- 5.10 If the Applicant(s)/Allottee(s) fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under the Payment Plan, then, the Applicant(s)/Allottee(s) shall be liable to pay Interest to the Developer, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the Interest.

6. SURRENDER, EVENT OF DEFAULT(S), TERMINATION, CONSEQUENCES OF TERMINATION

6.1. Cancellation/ Surrender of the Allotment

Subject to Applicable Laws, the Applicant(s)/Allottee(s) shall have the right to cancel/withdraw his/her/their/its allotment in the Project provided that where the Applicant(s)/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Developer the following shall apply:

- 6.1.1. If the Agreement for Sub-Lease has not been executed, then the Developer herein is entitled to forfeit the Booking Amount; and
- 6.1.2. If the Agreement for Sub-Lease has been executed, then the Developer shall be entitled to forfeit the Booking Amount and the Non-Refundable Amount. After the aforementioned deductions, the Developer shall refund 50% of the balance amount of the money paid by the Applicant(s)/Allottee(s) within 45 (forty-five) days of such

cancellation/withdrawal and the remaining 50% (fifty-percent) of the remaining amount on reallocation of the Unit or at the end of 1 (one) year from the date of cancellation/ withdrawal by the Applicant(s)/Allottee(s) whichever is earlier.

6.2. Subject to the Force Majeure Event, the Developer shall be considered under a condition of default, in the following events:

6.2.1. Subject to Clause 9, if the Developer fails to provide the offer of possession of the Unit to the Applicant(s)/Allottee(s).

6.2.2. Discontinuance of the Developer's business as a developer on account of suspension or revocation of registration under the provisions of the Act or the Rules.

6.3. In case of default by Developer under the conditions listed above a non-defaulting Applicant(s)/Allottee(s) shall be entitled to the following:

6.3.1. Stop making further payments to Developer as demanded by the Developer. If the Applicant(s)/Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Applicant(s)/Allottee(s) be required to make the next payment without any interest; or

6.3.2. The Applicant(s)/Allottee(s) shall have the option of terminating the Agreement for Sub-Lease in which case the Developer shall be liable to refund the entire money paid by the Applicant(s)/Allottee(s) under any head whatsoever towards the purchase of the Unit, along with Interest within the time period prescribed in the Rules.

Provided that where the Applicant(s)/Allottee(s) does not intend to withdraw from the Project or terminate the Agreement for Sub-Lease, he/she/they/it shall be paid, by the Developer, interest, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Applicant(s)/Allottee(s) within the time period prescribed under the Act and Rules.

6.4. The Applicant(s)/Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

6.4.1. In the event that the Applicant(s)/Allottee(s) fails or neglects to make the payment of 2 (two) consecutive demands for an installment of the Total Sale Price as per the payment plan (as mentioned above) on the relevant due dates, despite having being issued notice in this regard, the Applicant(s)/Allottee(s) shall be liable to pay Interest on the unpaid amount from the time the first demand fell due.

6.4.2. In case the default of the Applicant(s)/Allottee(s) mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Applicant(s)/Allottee(s) in that regard, the Developer shall be entitled, at its sole option, to terminate this allotment and forfeit the Booking Amount along with the Non-Refundable Amount and refund the balance amount to the Applicant(s)/Allottee(s) without any Interest.

- 6.4.3. In the event if the Applicant(s)/Allottee(s) fails to comply with its obligations, terms, conditions as set out in the Application Form and/or the Agreement for Sub-Lease and/or the Sub-Lease Deed and fails to rectify the default within the aforesaid period of 15 (fifteen) days except for Clause 6.4.1., then the Developer shall be entitled, at its sole option, to terminate this allotment and forfeit the Booking Amount along with the Non-Refundable Amount.
- 6.5. The Developer shall intimate the Applicant(s)/Allottee(s) about the termination of the allotment at least 30 (thirty) days prior to such termination of the allotment.
- 6.6. Where Applicant(s)/Allottee(s) is under an event of default under Clause 6.4. (above), the Developer may without prejudice to any other legal remedies which the Developer may have in law, equity, or contract, in its sole discretion, cancel the allotment in accordance with the provisions or may decide to condone the default by levying such damages, charges, fee, etc. as the Developer may decide at its sole discretion.
- 6.7. In the event the Developer decides to cancel the allotment, then Applicant(s)/Allottee(s) agrees not to do anything to obstruct, prevent, injunct, or restrain the Developer from canceling the allotment and understands that pursuant to such cancellation the Applicant(s)/Allottee(s) shall have no lien or any other right on the Applicant(s)/Allottee(s) and the Developer shall be at the liberty to make a fresh allotment of the Unit to any third party.
- 6.8. In the event the Developer is unable to deliver the Unit to Applicant(s)/Allottee(s) because of the reason of absolute elimination of the Unit on account of reduction in the overall number of units or floors in the Project, due to any regulatory/ legal reasons or any reasons beyond the control of the Developer whatsoever, the payments made towards the Total Sale Price received will be refunded to the Applicant(s)/Allottee(s) along with Interest within 120 (One Twenty) days from the date of such impossibility and no other compensation of any nature whatsoever shall be payable by the Developer to the Applicant(s)/Allottee(s).
- 6.9. Subject to Clause 6.8 above, in case of absolute elimination of the Unit on account of reduction of overall number of units or floors in the Project due to any regulatory/ legal reasons or any reasons beyond the control of the Developer whatsoever or if the building in which the Unit is allotted is not being constructed due to any Force Majure Event(s) or for any other regulatory/ legal reasons or any other reasons beyond the control of the Developer whatsoever, then the Developer may allot another unit in any other building of the Project, subject to the availability of an alternative unit, and the Applicant(s)/Allottee(s) shall be liable to pay difference in the sale price, if any. However in the event the Applicant(s)/Allottee(s) does not accept the alternative unit allotted, the payments made towards the Total Sale Price received from the Applicant(s)/Allottee(s) will be refunded along with Interest from the date of receipt of such consideration in the manner as detailed in Clause 6.8 and no other compensation of any nature whatsoever shall be payable by the Developer to the Applicant(s)/Allottee(s).

7. TRANSFER OF THE UNIT

- 7.1 All assignments of the provisional allotment by the Applicant(s)/Allottee(s) to any proposed transferee shall require the prior written consent of the Developer, which the Developer may give on such terms and conditions as contained in this Application Form and Agreement for

Sub-Lease, including but not limited to payment of all the outstandings which have become due and payable and are not paid and subject to the payment of prevailing administrative charges as may be specified by the Developer from time to time for permitting such transfer.

- 7.2 No administrative charges shall, however, be payable in the case of succession of the legal heirs of the Applicant(s)/Allottee(s) (*in case of individuals*).
- 7.3 In the event if YEIDA levies any transfer charges on such transfer then in addition to the administration charges or any other charges as may be levied by the Developer, the Applicant(s)/Allottee(s) shall be required to pay such transfer charges as may be levied by YEIDA.
- 7.4 The proposed transferee pursuant to such transfer shall be bound by the terms of the Application Form and/or Agreement for Sub-Lease and/or Sub-Lease Deed and shall furnish an undertaking to that effect.

8. MAINTENANCE OF THE COMMON AREAS AND COMMON FACILITIES

- 8.1 Prior to taking possession of the Unit, the Applicant(s)/Allottee(s) shall enter into a separate maintenance agreement (hereinafter referred to as "**Maintenance Agreement**") with the Developer or such maintenance agency as may be appointed by the Developer/association of allottees in this regard (hereinafter referred to as "**Maintenance Agency**") for maintenance of Common Area and Common Facilities. The Applicant(s)/Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement. It is further made clear that Applicant(s)/Allottee(s) shall not have any interest, right or title in the Common Areas and Common Facilities in any manner whatsoever.
- 8.2 Pending execution of the said Maintenance Agreement the Applicant(s)/Allottee(s) agrees to pay a one-time interest free maintenance deposit (IFMS) and advance maintenance charges for the first year upon offer of possession of the Unit.
- 8.3 In addition to the maintenance deposit, the Allottee(s) shall be liable to pay a sum of INR 50/- (Indian Rupees Fifty only) towards the sinking fund, which shall be utilized for major repairs, replacements, or any other capital expenditure in relation to the maintenance of the Project.
- 8.4 Upon timely and due payment of regular Maintenance Charges, the Applicant(s)/Allottee(s) shall have the right to use the Common Area and Common Facilities for the Unit. It is clarified that the Applicant(s)/Allottee(s) shall not have the right to use the Common Area and the Common Facilities till such time the possession of the Unit has been taken by the Applicant(s)/Allottee(s) in accordance with the terms contained under this Application Form, the Agreement for Sub-Lease, and Sub-Lease Deed.
- 8.5 It is agreed that, for the purpose of providing maintenance services, the Maintenance Agency may engage third person/ vendors as may be required for efficient and effective provision of the Common Areas and Common Facilities.
- 8.6 The Applicant(s)/Allottee(s) agree to pay such amount as payable to the Maintenance Agency as maintenance charges and such other amounts as may be agreed, in consideration of the

services agreed to be provided by the Maintenance Agency under Maintenance Agreement and in accordance with the invoices raised on the Applicant(s)/Allottee(s) as per the terms of the Maintenance Agreement.

8.7 The Applicant(s)/Allottee(s) agrees and confirms that it shall not dispute the appointment of Maintenance Agency by the Developer and/or association of allottees and provision of services by the Maintenance Agency in relation to maintenance of the Common Areas and Common Facilities and/or payment in lieu thereof.

8.8 The Applicant(s)/Allottee(s) agrees and confirms that the maintenance of the Common Areas and Common Facilities shall be provided by the Maintenance Agency in the Project in accordance with the Applicable Laws and that the same is not subject to change based on independent requirement of each resident.

9. POSSESSION OF THE UNIT

9.1 The Developer shall make its best efforts to deliver possession of the Unit to the Applicant(s)/Allottee(s) on or before [●], subject always to Force Majeure Event(s) with a further grace period of 6 (Six) months and subject to the Applicant(s)/Allottee(s) making timely payments of installments to the Developer.

9.2 If the completion of the Unit is delayed by reason of an Force Majeure Event(s) then in such an event the Developer shall be entitled to reasonable extension of time for which the Applicant(s)/Allottee(s) shall not be entitled for any claim or compensation/loss of profit/consequential losses of any nature whatsoever for the period of delay on the part of Developer and/or for any other reason beyond the control of the Developer.

9.3 In the event that a Force Majeure Event(s) occurs, the Developer may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Developer hereunder.

9.4 The Developer shall be the sole judge of the existence of a Force Majeure Event(s), which decision shall be communicated immediately and such judgment shall not be unreasonably exercised.

9.5 The Applicant(s)/Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except the right of ingress/egress over or in respect of the Said Land, open spaces and all or any of the Common Area and Common Facilities. The Applicant(s)/Allottee(s) shall not be entitled to claim any separate exclusive demarcation or partition or any share or right to use any of the Common Area and/or Common Facilities and to any area which is not specifically sold or allotted or transferred to the Applicant(s)/Allottee(s).

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

9.7 Subject to the terms and conditions of the Principal Lease Deeds and Imperia Sub-Lease Deed,

the Developer has the right to hold the Said Land with its appurtenances for such term as is specified in the Principal Lease Deeds and Imperia Sub-Lease Deed.

- 9.8 The Applicant(s)/Allottee(s) agree that the possession of the Unit will be transferred to him/her/them/it, only on complete payment of the Total Sale Price in accordance with the terms of the Agreement for Sub-Lease and Sub-Lease Deed. Handing over possession of the Unit to him/her/them/it shall further be subject to the execution of all documents of assurance, indemnities, no objection letters by me/us as may be prescribed by the Developer including affidavits, undertakings, indemnity bonds, Maintenance Agreement etc.
- 9.9 The Applicant(s)/Allottee(s) shall be liable to take physical possession of the Unit within 30 (thirty) days from the date of dispatch of the notice of possession by the Developer.
- 9.10 If, for any reason, the Applicant(s)/Allottee(s) fails and neglects or delays or is not ready or willing to take possession of the Unit, the Applicant(s)/Allottee(s) shall be deemed to have taken possession of the Unit at the expiry of 30 (thirty) days from the date of dispatch of the notice of possession by the Developer. In this event the Unit shall be at the risk and cost of the Applicant(s)/Allottee(s) and the Applicant(s)/Allottee(s) shall be further liable to pay holding charges @ INR [●]/- (Indian Rupees [●] Only) per square feet per month calculated on the Carpet Area of the Unit (hereinafter referred to as "**Holding Charges**") and maintenance charges as levied by Maintenance Agency.

10. COVENANTS, REPRESENTATIONS, UNDERTAKINGS AND DECLARATIONS OF THE APPLICANT(S)/ALLOTTEE(S)

- 10.1 The timely payment of Total Sale Price and other dues, as more particularly described in the Application Form, these Terms and Conditions, and Agreement for Sub-Lease is an essential prerequisite to the execution of the Sub-Lease Deed.
- 10.2 The Applicant(s)/Allottee(s) shall abide by all Applicable Laws as may be applicable to the Unit including inter alia all regulations, bye-laws, directions and guidelines etc. of the YEIDA and the rules made thereunder and the provisions of the Sub-Lease Deed / Agreement For Sub Lease and shall keep the Developer indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- 10.3 The Applicant(s)/Allottee(s) shall:
- a) do all such acts as are more particularly notified by the Developer or the Maintenance Agency from time to time;
 - b) use the Unit only for the purpose sanctioned by YEIDA and for no other purpose;
 - c) pay, as and when required under Applicable Law or demanded by the Developer, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Sub-Lease Deed and Agreement for Sub-Lease; and
 - d) sign all such applications, papers and documents and do all such acts, deeds and things as the Developer may reasonably require for safeguarding the interest of the provisional allotment of the Unit or for securing the interests of the Applicant(s)/Allottee(s) and/or the Developer, as the case may be.

- 10.4 The Applicant(s)/Allottee(s) hereby covenants with the Developer to pay from time to time the amounts which the Applicant(s)/Allottee(s) is liable to pay as per the Application Form and Agreement for Sub-Lease and to observe and perform all the covenants and conditions contained herein and to keep to the Developer and its representatives indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, amounts paid in settlement and expenses (including without limitation attorney's fees and reasonable out of pocket expenses) relating to or arising out of:
- a) any inaccuracy in or breach of the representations, undertakings, warranties, covenants or agreements made by the Applicant(s)/Allottee(s) herein;
 - b) any other conduct by the Applicant(s)/Allottee(s) or any of its representatives as a result of which, in whole or in part, the Developer or any of its representatives are made a party to or otherwise incur any loss or damages pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
 - c) any action undertaken by the Applicant(s)/Allottee(s) or any failure to act by the Applicant(s)/Allottee(s) when such action or failure to act is a breach of the Application Form; and
 - d) any action or proceedings taken against the Developer in connection with any such contravention or alleged contravention by the Applicant(s)/Allottee(s).
- 10.5 The Applicant(s)/Allottee(s) has applied for provisional allotment of the Unit after satisfying himself/herself/themselves/itself that he/she/they/it has understood and appreciated the contents and the implications of the Applicable Laws to the Unit and the Project known as THE SEPHYRA and the same shall be handed over to the Applicant(s)/Allottee(s) on or before [●] subject always to Force Majeure Event(s).
- 10.6 The Applicant(s)/Allottee(s) has all the necessary power, authority and capacity to bind itself to this Application Form and to perform his/her/their/its obligations herein.
- 10.7 The Developer is and shall continue to be entitled to construct and / or install such other things as may be required for the development, operation and maintenance of the Project including but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements as may from time to time be deemed necessary by the Developer and/or the Maintenance Agency.
- 10.8 The Applicant(s)/Allottee(s) understands that subject to the right/interest of the Applicant(s)/Allottee(s) hereunder, the Developer has the right to raise finance from any bank, financial institution, body corporate or any other source and for this purpose it can create mortgage or charge or hypothecation on the Said Land in favour of one or more such lenders. However, the Developer will ensure that any such charge, if created, is vacated before execution of the Sub-Lease Deed of the Unit in favour of the Applicant(s)/Allottee(s).
- 10.9 It is hereby understood by the Applicant(s)/Allottee(s) that it has a right to apply for a loan for the purchase of the Unit and for that purpose the Applicant(s)/Allottee(s) can approach any

bank, financial institution, body corporate or any other source. In this regard, such loan shall be the personal liability and responsibility of the Applicant(s)/Allottee(s) to ensure that the loan is processed and payment is released to the Developer within the stipulated period as provided in the schedule of Payment Plan, failing which it shall be considered as a case of delayed payment and an event of default and the Developer shall do all acts, deeds as per Clause 6.

- 10.10 Foreign Applicant(s)/Allottee(s) and/or Applicant(s)/Allottee(s) having NRI/PIO status shall himself/herself/themselves be exclusively responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934, and/or any other law governing this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of Applicant(s)/Allottee(s) to ensure that payment is remitted only through authorized accounts/channels. The Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of Applicant(s)/Allottee(s). All financial and penal consequences (if any) for violation of any law or rule shall be borne exclusively by Applicant(s)/Allottee(s) himself/herself/themselves. In case it is ever found that any provision of any applicable law is not complied with, allotment of Unit shall be liable to be cancelled and in such a situation the Developer shall be entitled to forfeit earnest money and shall refund, without any Interest, the remaining amount (if any) paid by the Applicant(s)/Allottee(s) to the Developer for said Unit deducting broker's commissions/discounts and Interest (if any).
- 10.11 The Applicant(s)/Allottee(s) confirms and agrees that the car parking (if any) is inseparable from and forms an integral part of the Unit. The Applicant(s)/Allottee(s) confirms that the he/she/they/it has no right to sell/transfer or deal with the car parking(s) independent of the Unit.
- 10.12 The Developer shall have the exclusive and unfettered right to allot, sell, transfer, or otherwise deal with the car parking spaces within the Project in the manner it deems fit, subject to Applicable Laws. The association of allottees shall not, at any time, object to or interfere with, or create any hindrance in the exercise of such rights by the Developer. It is further clarified that such car parking spaces do not form part of the Common Areas and facilities handed over to the association of allottees, and the Developer shall remain entitled to deal with the same independently.
- 10.13 The Applicant(s)/Allottee(s) shall not, in any manner, object to, interfere with, or restrict the rights of the Developer to undertake, carry out, or complete any development works, construction, repairs, maintenance, installation of utilities, or related activities within the Project, including any unsold, retained, or future phases of the Project, or any other adjoining or related property owned and/or developed by the Developer. The Developer shall have an unrestricted right of access to the Project for the aforesaid purposes and the Applicant(s)/Allottee(s) shall provide all necessary cooperation to enable the Developer to complete such works without obstruction, delay, or hindrance.
- 10.14 The Applicant(s)/Allottee(s) confirms that any requests for shifting of the Unit across building(s)/ floor(s) shall not be entertained.
- 10.15 The Applicant(s)/Allottee(s) hereby understands and agrees that the terms and conditions as provided in this Application Form are subject to change as per the Applicable Laws including but not limited to any amendment in the Act from time to time and the Rules. Therefore, notwithstanding anything contained in this Application Form, Agreement for Sub-Lease, Sub-

Lease Deed, the Applicant(s)/Allottee(s) herewith agree that he/she/they/it shall be bound by such change and co-operate with the Developer and Maintenance Agency to carry out and implement such change.

- 10.16 The Applicant(s)/Allottee(s) agrees and understands that the fire safety and other measures have been agreed to be provided as per the Applicable Laws, regulations of YEIDA, as on the date hereof. If any further fire safety or other measures are undertaken, as are deemed necessary by the Developer or pursuant to the requirements of Applicable Law / regulations of YEIDA, the proportionate increase in consideration / charges in respect thereof shall also be payable by the Applicant(s)/Allottee(s) on demand.
- 10.17 The Applicant(s)/Allottee(s) understands that, under the Integrated Goods and Services Tax Act, 2017 and Central Goods and Services Tax Act, 2017, along with all related ancillary legislations, rules, notifications, circulars, statutory orders, etc., a notified class of registered persons have to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on invoice to be issued by such registered person to the registered buyer. In relation thereto Applicant(s)/Allottee(s) is providing declaration as annexed hereto as **Annexure E**.
- 10.18 That the Applicant(s)/Allottee(s) hereby confirms that he/she/they/it is aware of the applicability of Government levies, all taxes, including but not limited to GST and surcharges levied on the Unit under development or construction, the Applicant(s)/Allottee(s) hereby agrees to pay to the Developer, government levies, taxes, fees, GST, charges, compensation to be paid to farmers, amounting to INR 150/- (Indian Rupees One Hundred Fifty Only) per square feet of the Carpet Area, or any revised/increased amount, etc. as applicable with retrospective effect or in future in proportion to the Carpet Area of his/her/their/its Unit to the total Carpet Area of all units in the Project as determined by the Developer.
- 10.19 Any discount, rebate, or price reduction offered by the Developer—whether at the time of application or subject to the occurrence of any specified event, condition, or performance—shall be adjusted against the Total Sale Price and/or the relevant charge heads (as the case maybe). The GST shall be calculated on the net consideration after giving effect to such adjustment or through the issuance of a credit note, as applicable, in accordance with the provisions of the prevailing GST laws.
- 10.20 That the Applicant(s)/Allottee(s) undertakes to abide by the laws, rules and regulations and terms and conditions of the YEIDA or the U.P. Government or the local bodies of the U.P. Industrial Area Development Act 1976, and the rules and regulations framed thereunder, RERA Act and UP RERA Rules, and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other applicable law and shall be responsible/liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable after taking possession of the Unit. The Applicant(s)/Allottee(s) accepts and acknowledges and further agrees and undertakes that if the applicable laws demand submission of any declaration relating to the super area/common area/Carpet Area of the premises to the competent authority, then the Developer would have sole right to file such declaration without any objection from the Allottee and also submit necessary details to the competent authority.

- 10.21 The Applicant(s)/Allottee(s) understands and agrees that all letters/notices and communications, sent by the Developer shall be issued only to the sole/first Applicant/Allottee at his/her/their/its address provided in the Application Form through registered/speed post or through courier. All such letters/notices and communications so sent to the first Applicant/Allottee shall be deemed to have been duly received by all Applicant(s)/Allottee(s) [in case there are more than one Applicant(s)/Allottee(s)] within 5 (Five) days from the date of dispatch. The Developer shall in no case be liable to send separate communication, reminders, letters and notices to the second/rest of the Applicant(s)/Allottee(s).
- 10.22 The Applicant(s)/Allottee(s) agrees & undertakes to pay further installments without any formal demand by the Developer in accordance with the schedule of payments attached herewith or with Agreement for Sub-Lease. If due to any change in the layout/building plan, the Unit becomes preferentially located, then Applicant(s)/Allottee(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Developer as per prevailing rates.
- 10.23 The Applicant(s)/Allottee(s) further agrees that in case Applicant(s)/Allottee(s) makes any payment towards the Unit from any third party account, then Applicant(s)/Allottee(s) shall ensure that there would be no claim by such third party in the Unit against the payment made from third party account. The Applicant(s)/Allottee(s) further agrees that the Developer shall not be liable or responsible for any *inter-se* transaction between such third party and Applicant(s)/Allottee(s) in any manner whatsoever. In the event, Applicant(s)/Allottee(s) makes any payment through any third party account then Applicant(s)/Allottee(s) hereby agrees to submit a declaration signed by such third party to the Developer providing that the said payment is duly authorized by the Applicant(s)/Allottee(ss) and is being made on their behalf and only upon receipt of such declaration from the third party and realization of payment, the Developer shall proceed to issue receipt of such payment made by Applicant(s)/Allottee(s) from third party account.
- 10.24 The Applicant(s)/Allottee(s) understand and confirm that no one (including any broker/dealer or even any employee of the Developer) is authorized to make any concession in any of the terms and conditions contained herein. The Developer shall not be bound by any oral or written commitments beyond the scope of these Terms and Conditions made by any person including any broker or employee of the Developer.
- 10.25 That the Applicant(s)/Allottee(s) agrees and undertakes that, the Developer reserves all its right to assign all or any of its rights/obligations towards development and construction of the Project in favour of any group company or associate company or a subsidiary company or a special purpose vehicle (hereinafter referred to as "**SPV**") to be formed or any other entity under joint venture/development agreement (hereinafter referred to as "**Assignee Developer**") for the purpose of development/construction of the Project. That the Applicant(s)/Allottee(s) further understands that, with effect from such date of assignment, all the letters and correspondence exchanged with the Applicant(s)/Allottee(s) including the monies paid there under shall automatically stand transferred in the name of such new company/SPV without any alterations in the original terms and conditions of allotment of Unit. In such an event, allotment letter /Agreement for Sub-Lease/Sub-Lease Deed or other necessary documents will be executed by the Assignee Developer with the Applicant(s)/Allottee(s). That the Applicant(s)/Allottee(s) shall continue to perform all his/her/their/its obligations towards such Assignee Developer in accordance with terms and conditions mentioned hereof.

- 10.26 That the Applicant(s)/Allottee(s) agrees and undertakes that Applicant(s)/Allottee(s) shall have the instrument for transfer of rights, title and interest in the Unit from the Developer in the favor of Applicant(s)/Allottee(s) in the form, substance and manner and within such period as prescribed by the Developer and the same shall be required to be registered as per applicable laws.
- 10.27 That the Applicant(s)/Allottee(s) agrees and undertakes to provide his/her/their/its complete coordinates including but not limited to address, email-address, contact information of the Applicant(s)/Allottee(s)/ their authorized representatives to the Developer at the time of booking and it shall be his/her/their/its responsibility to inform the Developer through letter by Registered A.D. about all subsequent changes in his/her/their/its address and e-mail ID, failing which, all demand, notices and letters shall be posted at the first registered address of the Applicant(s)/Allottee(s) provided at the time of booking or sent via E-mail or via SMS on the contact information provided at the time of booking by the Developer, and the same shall be deemed to have been received by him/her/them/it and the Applicant(s)/Allottee(s) shall be responsible for any default in making payment and other consequences that might occur therefrom. That the Applicant(s)/Allottee(s) hereby agrees that the Developer shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Developer. Further, any oral communication by anyone to the Developer shall not be considered valid form of communication.
- 10.28 The Applicant(s)/Allottee(s) shall indemnify and keep the Developer, its agents, representatives, estates and effects completely indemnified and harmless from and against all actions, claims, losses, damages, suits, proceedings, costs, charges and expenses which the Developer may suffer or incur or be subjected to for non-payment, non-observance or non-performance of the said covenants and conditions to be observed and/or performed by the Applicant(s)/Allottee(s) as mentioned in this Application Form.

11. MISCELLANEOUS

- 11.1 Notice: All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one party to the other by registered post at the address(es) specified hereinabove.

If there are joint Applicant(s)/Allottee(s), all communications and notices shall be sent by the Developer to the first applicant at the address given by him/her/it in this Application Form, which shall for all purposes be considered as served on all the Applicant(s)/Allottee(s) and no separate communication shall be necessary to the other named Applicant(s)/Allottee(s). All notices and other communication required to be sent by the Applicant(s)/Allottee(s) to the Developer shall be sent by him/her/them/it to the registered office of the Developer.

- 11.2 This Application Form constitutes the entire terms and conditions with respect to the provisional allotment of the Unit to the Applicant(s)/Allottee(s) and supersedes all prior discussions and arrangements whether written or oral, if any, between the Developer and the Applicant(s)/Allottee(s) relating to the terms covered herein. No amendment to the Application Form shall be valid or binding unless set forth in writing and duly executed by the Developer and the Applicant(s)/Allottee(s). No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the

Developer or the Applicant(s)/Allottee(s) purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

- 11.3 Governing Law and Jurisdiction: The Application Form shall be governed and interpreted by and construed in accordance with the Laws of India. Subject to arbitration mentioned below, the Courts at Gautam Budh Nagar, Uttar Pradesh, shall have jurisdiction over all matters arising out of or relating to this Application Form.
- 11.4 Severability: If any provision of this Application Form is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be applicable only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect, and the parties agree on such provision to be substituted.
- 11.5 Dispute Resolution: In case of any disputes between the parties hereto (including their successors-in-interest) concerning terms and conditions of Application Form or matters arising there from, the same shall be settled amicably. In case of failure to settle the dispute amicably within a period of 90 (Ninety) days from the date on which the dispute arose, the dispute shall be referred to the Authority as per the provisions of the Act and the Rules.
- 11.6 That the Applicant(s)/Allottee(s) declares that the above terms and conditions have been read/ understood and the same are acceptable to the Applicant(s)/Allottee(s). That the Applicant(s)/Allottee(s) have sought detailed explanations and clarifications from the Developer and the Developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, the Applicant(s)/Allottee(s) have signed this Application Form and paid the booking amount/earnest money for allotment of Unit. That the Applicant(s)/Allottee(s) further undertakes and assures the Developer that in the event of rejection of the provisional allotment under this Application Form for reasons including but not limited to non-compliance of the terms by the Applicant(s)/Allottee(s) as set out in the terms and conditions provided in this Application Form, the Applicant(s)/Allottee(s) shall be left with no right, title, interest or lien under this Application Form or against any unit in relation to the Unit. If any other person has signed this Application Form on behalf Applicant(s)/Allottee(s), then he/she/they shall be presumed to be duly authorized by the Applicant(s)/Allottee(s) through proper authorization/power of attorney/ resolution etc. Further, the Applicant(s)/Allottee(s) do hereby agrees and confirms that the Developer may send any letter/demand/notice through e-mail or SMS or make calls to the Applicant(s)/Allottee(s) on the contact information provided in the Application Form with regard to any promotion, events, new launch of projects, start of existing projects, reminder of any payment or any other suitable information from time to time and the Applicant(s)/Allottee(s) shall have no objection to the same. That the Applicant(s)/Allottee(s) do hereby further undertakes not to make any complaint against the Developer even if the provided contact information is registered under National 'Do Not Call' Category and National Consumer Preference Registry (NCPR).
- 11.7 The Applicant(s)/Allottee(s) is required to sign all pages of this Application Form as a token of his/her/their/its acceptance of the same.
- 11.8 The contents of this Application Form, including the terms and conditions contained herein and the Total Sale Price and Payment Plan, have been explained to the Applicant(s)/Allottee(s) and

he/she/they/it hereby solemnly agrees to be bound by them.

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ANNEXURE-A

(NRI Declaration)

To,
IMPERIA STRUCTURES LIMITED,
A-25, Mohan Co-Operative Industrial Estate,
New Delhi –110044

Dear Sir,

Reference Unit No. _____ in the Project.

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

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

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

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

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

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

Yours truly

ANNEXURE-B**(Unit Specification)**

S.no.	Items	Dwelling unit Specifications
1.	Flooring details of various parts of the house	Somany/Kajaria/ISI Tiles
2.	Internal Wall/Ceiling finishing details	Oil Bound Distemper
3.	Kitchen details	Oil Bound Distemper/Dado tile 2' above counter
4.	Bathrooms fittings	ISI Marked CP fittings, W.C & washbasin
5.	Internal Door frames (mention material to be used for finishing)	Internal polished/painted wooden door frame.
6.	Glass works	4-5mm annealed glass
7.	Electrical fittings	ISI marked switches & sockets
8.	Conduiting and wiring details	Copper/Al. wiring in concealed conduits
9.	Water storage	Over Head Tanks/Under ground tanks
10.	Lift details	As per ISI standards
11.	External glazing	AI powder coated/UPVC with 4-5mm annealed ISI marked glass
12.	Door/Windows glazing	AI powder coated/aluminium/upvc with 4-5mm annealed ISI marked glass
13.	Internal Doors shutters	Internal Flush doors (Painted both side)/laminated shutter both side
14.	Main door	Both side laminated flush door
15.	External finishing / Color scheme	External Grade Paint/ISI standard

ANNEXURE-C
(Layout Plan of the Unit)

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ANNEXURE-D

(TDS Declaration Letter)

To,
IMPERIA STRUCTURES LIMITED,
A-25, Mohan Co-Operative Industrial Estate,
New Delhi –110044

Subject: Declaration about TDS awareness

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

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

I have been familiarized with the Section 194 IA of the Income Tax Act, 1961 under which with effect from June 01, 2013 every property buyer needs to deduct 1% (One Percent) TDS while making instalment payment for the property. This 1% (One Percent) TDS needs to be credited with the central government by filling form 26QB either using online payment option or over the counter payment option.

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

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

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Applicant/Allottee:

ANNEXURE-E
(GST Declaration)

To,
IMPERIA STRUCTURES LIMITED,
A-25, Mohan Co-Operative Industrial Estate,
New Delhi –110044

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

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

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

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

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

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

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

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

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

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

I/We accept the above in all respects.

Thanking you,

Name & Signature of the Applicant/Allottee:

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