

APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT

To,

IREO Pvt. Ltd.
Ireo Campus, Sector-59,
Gurgaon, Haryana ,India

Sub: APPLICATION FOR BOOKING OF UNFINISHED RESIDENTIAL APARTMENT IN BARE SHELL CONDITION IN YOUR 'IREO GURGAON HILLS' PROJECT AT GURGAON-FARIDABAD ROAD, GURGAON, HARYANA ("IREO GURGAON HILLS").

Dear Sir,

I/we (also referred to as the "**Applicant**") wish to apply for an unfinished residential apartment in bare shell condition in your aforesaid IREO Gurgaon Hills project as per the tentative super area, size and the tentative payment plan opted by me/us as per details mentioned in Annexure-A (hereinafter the said "**Apartment**"):

I/we am/ are enclosing herewith cheque /Draft/Pay order No._____ dated_____ for Rs._____ (Rupees_____ only) drawn on _____ (Bank & Branch) in favour of _____ payable at _____, which may please be treated as the non-refundable booking amount ("**Booking Amount**") for the said Apartment.

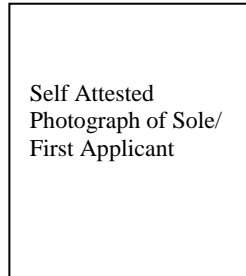
My/Our Particulars are as under:¹

11. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth _____ Nationality _____



Occupation:

Service () Professional () Business ()
Student () Housewife () Any other _____

Residential Status:

() Resident () Non-Resident Indian (NRI) () Person of Indian Origin(PIO)
() Overseas Citizen of India(OCI) () Others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Correspondence Address in India:

_____ State _____ Country _____
PIN _____ Email _____

Applicant(s)

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Organisation: _____

Designation: _____ **Address:** _____

_____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

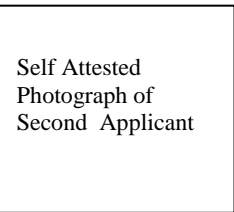
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2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth _____ Nationality _____



Occupation:

Service ()

Professional ()

Business ()

Student ()

Housewife ()

Any other _____

Residential Status:

() Resident () Non-Resident Indian (NRI) () Person of Indian Origin (PIO)
() Overseas Citizen of India(OCI) () Others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Correspondence Address:

_____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Organisation: _____

Designation: _____ **Address:** _____

_____ State _____ Country _____

PIN _____ Email _____

Tel. No. (with STD/ISD Code) _____ Mobile No. _____

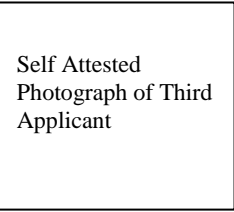
Fax No _____

3. THIRD/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth _____ Nationality _____



Applicant(s)

Occupation:

Service () Professional () Business ()
 Student () Housewife () Any other _____

Residential Status:

Resident () Non-Resident Indian (NRI) () Person of Indian Origin(PIO)
 () Overseas Citizen of India (OCI) () Others (please specify) _____

Marital Status: _____ Name of Spouse: _____

Permanent Account Number _____

(In case of Resident Citizen only, for others, please attach copy of passport/PIO Card)

Correspondence Address:

 _____ State _____ Country _____
 PIN _____ Email _____
 Tel. No. (with STD/ISD Code) _____ Mobile No. _____

Name of the Organisation: _____

Designation: _____ **Address:** _____

 _____ State _____ Country _____
 PIN _____ Email _____
 Tel. No. (with STD/ISD Code) _____ Mobile No. _____
 Fax No _____

Address for Communication:

 _____ State _____ Country _____
 PIN _____ Email _____
 Tel. No. (with STD/ISD Code) _____ Mobile No. _____

I/We understand and agree that this Application for booking of the said Apartment is subject, inter alia to the following amongst other terms and obligations to be observed by me/us, and I/we further agree and undertake to abide by all these terms, conditions and obligations:

01. I/We have clearly understood that submission of this signed Application and payment by me/us of the Booking Amount shall not constitute a right to allotment of the aforesaid Apartment and nor shall it create or result in any obligations on the Company towards me/us. I/We understand that the Company may at any time and at its sole discretion reject my/our Application without assigning any reasons whatsoever therefor.
02. I/We acknowledge and declare that the Company has readily provided me/us with all the information/clarifications as required by me/us and I/we have not relied upon and nor been influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, promises or any other information except what is stated specifically in this Application and I/we have relied solely on my/our own estimation in deciding to make the present Application for the prospective purchase of the aforesaid Apartment.
03. I/We declare that I/we have fully satisfied myself/ourselves about the right, title and interest of the Company and its Associate/Group Companies with respect to the land on

 Applicant(s)

which the proposed Ireo Gurgaon Hills project is to be constructed as well as the approvals/consents/sanctions/license granted by the DTCP and/or any other government authority as required and the competency of the Company and its Associate/Group Companies to develop and sell the aforesaid Apartment. I/We have understood all the limitations and obligations of the Company with respect to the same. I/We have satisfied myself/ourselves with regard to the authority and appropriate powers vested by the Associate/Group Companies with the Company inter alia to undertake development, construction, marketing, sale and administration of all the constructed units whatsoever in Ireo Gurgaon Hills project. I/We are further acknowledge that the said Associate/Group Companies shall be joining as Confirming Parties in the Apartment Buyer's Agreement.

04. I/We have also gone through and read the draft Apartment Buyer's Agreement available on the Company's website <http://www.ireoworld.com/Gurgaonhills/>. I/We have fully understood all the terms and conditions contained in the Apartment Buyer's Agreement. I/We agree to sign and execute the Apartment Buyer's Agreement with the Company in its entirety and undertake to abide by all the terms and conditions contained therein.
05. I/We understand that the Total Sale Consideration as set out in Annexure-A inter alia includes the Development Charges, comprising amongst others, the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges, other charges for executing the external infrastructure work/facilities/services, in addition to the EDC, on account of the acquisition/development of a 24 meter or other external road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations (66 KVA capacity and above), or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the Director General Town and Country Planning (**DTCP**) or other government authority, may in the future, assign to the Company/recover charges for etc. as also the interest/carrying cost thereon . In addition to the above I/we agree that I/we shall also be liable to pay all third party charges including the applicable registration amount and stamp duty demanded by the Company as well as all Taxes and Other Costs in accordance with the Apartment Buyer's Agreement. I/We understand and acknowledge that Taxes shall mean taxes, cesses, fees and/or surcharges paid or payable by the Company to the Government or any other statutory authority and/or designated agency if any prescribed by the Government by way of VAT, State Sales Tax, Central Sales Tax, Works Contract Tax, G.S.T., Service Tax, Labour Cess, Education Cess or any other taxes and/or cesses by whatever name called as may be applicable, levied or charged or to be levied or charged in connection with the construction of the Ireo Gurgaon Hills project now or in future or any increase thereof. I/We further understand that Other Costs shall mean taxes, cesses, fees and/or surcharges statutorily or contractually reimbursed or reimbursable by the Company to its contractors, vendors, consultants and/or service providers against payment of Value Added Tax (VAT), State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, G.S.T., Labour Cess, Education Cess or any other taxes or cesses by whatever name called, by such contractors, vendors, consultants and/or service providers and shall include any other amount paid or payable by the Company to the Government or any other statutory authority and/or designated agency if any prescribed by the Government, not elsewhere specified in the Apartment Buyer's Agreement, in connection with the construction of Ireo Gurgaon Hills project now or in future and/or any increase thereof and the incidence of which is borne as cost for Ireo Gurgaon Hills project by the Company.
06. I/We acknowledge and understand that this booking and/or the Apartment Buyer's Agreement to be executed in due course is concerned solely with the conditions for transfer of the Apartment for the consideration agreed. All the amounts payable by me/us in accordance with the payment plan are solely in lieu of the consideration for the transfer of an immovable property i.e., the said Apartment and no part of it is being charged as a fee for any kind of service whatsoever or such as may be implied or alleged to be due thereunder or may be deemed to be rendered by the Company.

07. I/We also acknowledge and understand that since the successful consummation of this booking and/or the Apartment Buyer's Agreement resulting in conveyance of the Apartment is not automatic and guaranteed result of entering into the this booking and/or the Apartment Buyer's Agreement or payment of the sale consideration, therefore I/we shall not derive any right, title or interest whatsoever in any immovable property or the Apartment until its final completion and successful conveyance thereof.
08. I/We have been explained by the Company and I/we acknowledge that the process of development of Ireo Gurgaon Hills project from its launch till handover, is subject to various internal projections, Government directions, compliances, clearances and restrictions under multiple statutes as well as uncertainties, continuous cascading dependencies upon diverse contractors, vendors, consultants and as such the Company does not have any unwavering control or ironclad guarantees for the timelines committed herein except the obligations and exit options contained in the Agreement, in the event of delay. Furthermore, the Company has invested a large amount of capital even prior to start of excavation and delays in completion of Ireo Gurgaon Hills project shall adversely impact the Company's profitability and therefore the Company does not derive any advantage whatsoever from delay in handing over of possession, much less at my/our cost.

However, notwithstanding its sincere commitment to deliver according to the committed timelines, the Company has provided for the Delay Compensation and also offers construction linked Payment Plan so as to provide maximum flexibility to me/us for the allocation of my/our funds against the Sale Consideration of the Apartment. No other claim whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by me/us. I/We also understand and acknowledge that delay in arriving at any stage for payment of the respective installment under the construction linked Payment Plan has no relevance to the overall project schedule, since the rationale for such payment is independent of a shift, if any, in the project timelines.

09. I/We confirm and declare that I/we are making the booking of the Apartment at this stage to take the benefit of having the allotment at the current pricing keeping in view the extended period for proposed completion and delivery time for the Apartment. I/We further declare that such an act shall not constitute or deemed to imply that Ireo Gurgaon Hills Project or the Apartment has been commissioned by me/us individually or collectively with other applicants.
10. I/We understand and agree that the concept of Super Area of the said Apartment as used herein, is a mechanism only for the purpose of deriving the consideration payable for the said Apartment and it is not a physical area or a measurable component. In fact what will be transferred pursuant to the Apartment Buyer's Agreement will only be the Specific Area of the said Apartment, which shall be 75% of the Super Area.
11. I/We further understand and agree that 20% (Twenty Percent) of the Basic Sale Price of the Apartment shall be deemed to constitute the "**Earnest Money**".
12. I/We agree that subject to force majeure and further subject to me/us having complied with all my/our obligations under the terms and conditions contained herein as also in the Apartment Buyer's Agreement and not having defaulted under any provision(s) thereof including but not limited to the timely payment of all dues and charges including the Total Sale Consideration, registration charges, stamp duty and other charges and also subject to me/us having complied with all formalities or documentation as prescribed by the Company, the Company proposes to apply for the grant of the occupation certificate within a period of 36(Thirty Six) months from the date of execution of the Apartment Buyer's Agreement ("**Commitment Period**"). I/We further agree and understand that the Company shall additionally be entitled to a period of 180 (One Hundred Eighty) days ("**Grace Period**"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond the reasonable control of the Company.

13. I/We further understand and agree that subject to above and where no transfer/nomination has taken place since the original booking of the said Apartment, if the Company fails to apply for the grant of the Occupation Certificate by the end of the Grace Period, it shall be liable to pay to me/us compensation calculated at the rate of Rs. 10/- (Rupees Ten Only) per sq. ft. of the Super Area ("**Delay Compensation**") for every month of delay until the actual date of submitting the application for obtaining the occupation certificate. I/We shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of payment of the final installment.
14. I/We also agree that subject to above, in the event of delay by the Company in applying for obtaining the Occupation Certificate beyond a period of 12 months from the end of the Grace Period (such 12-month period hereinafter referred to as the "**Extended Delay Period**"), then the I/we shall become entitled to opt for termination of the Allotment/Apartment Buyer's Agreement and refund of the actual paid up installment(s) paid by me/us against the said Apartment after adjusting the interest on delayed payments along with Delay Compensation for 12 months. Such refund shall be made by the Company within 90 days of receipt of intimation to this effect from me/us, without any interest thereon. The Delay Compensation shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which I/we actually exercised the option for termination. This option may be exercised by me/us only up till the date of submission of the application for obtaining the occupation certificate by the Company whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Company nor be raised otherwise or in any other manner by me/us.
15. I/We understand that the Booking Amount is non-refundable and in the event I/we withdraw our Application or if I/we do not accept the allotment made by the Company on my/our Application or I/we do not execute the Apartment Buyer's Agreement within the time stipulated by the Company for this purpose or I/we fail to make the payment of the due installment as per the Payment Plan, then my/our entire Booking Amount shall be forfeited to the Company and I/we shall be left with no right, interest, claim or lien on the said proposed Apartment or its booking or otherwise on the Company in any other manner whatsoever.
16. I/We confirm that all correspondence to me/us should be made in the name of the First Applicant at the address given above and any notices /letters sent by the Company to the above address shall be valid intimation to all of us regarding the contents therein.
17. In case my/our Application for booking of the said Apartment is accepted and the Company makes an allotment, then I/we undertake to execute all documents/agreements as per the Company's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Company in due course.
18. I/We have sought detailed explanations and clarifications from the Company prior to making this Application and the Company has readily provided such explanations and clarifications to us and after giving careful consideration to all the facts, terms and conditions, I/we have signed this Application and paid the Booking Amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our Application for booking by the Company, or in the eventuality of forfeiture of my/our Earnest Money in accordance herewith, I/we shall be left with no right, title, interest or lien under this Application or against any apartment in relation to Ireo Gurgaon Hills project.
19. I/We understand and agree that if I/we fail to execute the Apartment Buyer's Agreement or fail to return all the copies duly executed to the Company within 30 days from the date of the communication by the Company in this regard, then this Application is liable to be treated as cancelled/terminated at the sole discretion of the Company and the Earnest Money shall stand forfeited and I/we shall be left with no rights or interest or

claims in the said Application/Apartment. No compensation or interest or any charges shall be paid by the Company to me/us.

20. I/We hereby agree that all or any disputes arising out of or touching upon or in relation to the terms of this booking and/or Apartment Buyer's Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties herein shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon all the parties. I/We hereby confirm that I/we shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Company or is otherwise connected to the Company and I/we hereby accept and agree that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator in Gurgaon. The language of the arbitration proceedings and the Award shall be in English. The expenses for the arbitration including Arbitrator's fee, counsel fee, connected legal and administrative expenses shall be to the account of the unsuccessful party to the arbitration. The obligations of both the Parties for the period of such arbitration and further legal proceedings thereupon, if any, shall remain suspended and unless ordered otherwise, each Party shall be exempted from the performance of its obligations during such period.
21. I/We also agree that the rights and obligations under or arising out of this booking and/or the Apartment Buyer's Agreement shall be construed and enforced in accordance with the laws of India.
22. Subject to the Arbitration clause, the Courts at Gurgaon and the Punjab & Haryana High Court at Chandigarh alone shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this booking and/or the Apartment Buyer's Agreement, to the exclusion of all other locations, regardless of the place of execution or subject matter of this booking and/or the Apartment Buyer's Agreement.

DECLARATION:

I/We confirm and declare that the particulars provided by me/us are true to my/our knowledge and correct to the best of my/our belief. No part of it is false and nothing material has been concealed or withheld by me/us therefrom. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Channel Partner, (if any), Name: (Sign and put rubber stamp)
Telephone / Mobile Number:
Permanent Account No. _____ Service Tax No. _____

Thanking you,
Yours faithfully,

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

Applicant(s)

Date:
Place:

Note:

- 1) All payments to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide a demand draft/banker's cheque/ordinary cheque payable at par at Gurgaon in favour of Ireo Pvt. Ltd.- Gurgaon Hills current account no. 0411182845 at Kotak Mahindra Bank Ltd, Ground Floor, Ambadeep,14, Kasturba Gandhi Marg, Connaught Place, New Delhi - 110 001. All payments shall be subject to their actual realization in the above mentioned account. The date of credit into the above account shall be deemed to be the date of payment and exchange rates prevailing on such date shall be applicable for payments made in foreign currency.
- 2) In case the cheque comprising Booking Amount/registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
- 3) Applications not accompanied by photographs and the particulars mentioned hereinabove of the Applicant(s) shall be considered as incomplete and may be rejected by the Company at its sole discretion.
- 4) Documents required at the time of Booking:²
 - a. Booking amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum of Articles of Association and certified copy of Board Resolution.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.
 - e. For Foreign Nationals of Indian Origin: Passport photocopy and funds from their own NRE/FCNR A/c.
 - f. For NRI: Copy of passport and payment through their own NRE/NRO A/c/FCNR A/c.
 - g. One photograph of each Applicant.
 - h. Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Ration Card/Driving Licence/ PIO Card/OCI Card etc.
 - i. Specimen signatures duly verified by bankers (in original).
 - j. If the first applicant is a minor, then proof of age and address of natural guardian to be furnished.

²All copies of documents wherever required, should be self-attested.

ANNEXURE-A

PROVISIONAL DETAILS OF THE APARTMENT

- (1) Apartment No. _____
- (2) Floor _____
- (3) Tower _____
- (4) Type _____
- (5) Super Area _____ sq.ft.* (approx) [_____ sq. mtr. (approx)]
- (6) **Exclusive right of use**-Terrace Area (if applicable) _____ sq.ft.* (approx)
[_____ sq. mtr. (approx)]
- (7) **Exclusive right of use**-Lawn Area (if applicable) _____ sq.ft.* (approx)
[_____ sq. mtr. (approx)]
- (8) PLC (if applicable) _____

PAYMENT PLAN: (Please tick appropriate)

Down Payment Plan [] **Construction Linked Plan** [] **Time Linked Plan** []

AMOUNT PAYABLE

- i. Basic Sale Price (BSP) : Rs. _____ per sq. ft. of Super Area
- ii. Preferential Location Charges (PLC) : Rs. _____ per sq. ft. of Super Area
- iii. Estimated Development Charges (EDC, IDC, Infrastructure Augmentation Charges etc.,) : Rs. _____ per sq. ft. of Super Area
- iv. Interest Free Maintenance Security (IFMS) : Rs. _____ per sq. ft. of Super Area
- v. Maintenance Charges (advance for one year) : Rs. _____ per sq. ft. of Super Area
- vi. Club Membership Charges : Rs. _____ Aggregate
- vii. Other Charges, if any, for _____ : Rs. _____

*1 sq.ft. = 0.0929 sq. mtr.

Note: All other amounts including Taxes, Other Costs, stamp duty, registration charges, revised Development Charges, as applicable or as indicated in the Apartment Buyer's Agreement shall be extra and payable by the Applicant(s) as and when demanded by the Company for the said Apartment. The Development Charges mentioned above are based on the estimated rates which shall be determined/reconciled/finalized later and the same shall be payable by the Applicant as and when demanded by the Company. Development Charges shall also include the interest paid on EDC/IDC to the government and carrying cost on the fund deployed by the Company at the rate of 15% per annum.

Signatures of: **Sole/First Applicant** **Second Applicant** **Third Applicant**

Applicant(s)

FOR OFFICE USE ONLY

1. Application received by _____ on _____ (date)
2. Documents: Complete/Incomplete. (To be completed by _____)
3. Details of Apartment proposed to be allotted:
Apartment No. _____
Floor _____
Tower _____
Type _____
Super Area _____ sq.ft.* (approx) [_____ sq. mtr. (approx)]
Exclusive right of use-Terrace Area (if applicable) _____ sq.ft.* (approx) [_____ sq. mtr. (approx)]
Exclusive right of use-Lawn Area (if applicable) _____ sq.ft.* (approx) [_____ sq. mtr. (approx)]
PLC (if applicable) _____
4. PAYMENT PLAN: (Please tick appropriate)
Down Payment Plan [] **Construction Linked Plan** [] **Time Linked Plan** []
5. AMOUNT PAYABLE/RATE APPLICABLE
 - i. Basic Sale Price (BSP) : Rs. _____ per sq. ft. of Super Area
 - ii. Preferential Location Charges (PLC) : Rs. _____ per sq. ft. of Super Area
 - iii. Estimated Development Charges (EDC, IDC, Infrastructure Augmentation Charges etc.,) : Rs. _____ per sq. ft. of Super Area
 - iv. Interest Free Maintenance Security (IFMS) : Rs. _____ per sq. ft. of Super Area
 - v. Maintenance Charges (advance for one year) : Rs. _____ per sq. ft. of Super Area
 - vi. Club Membership Charges : Rs. _____ Aggregate
 - vii. Other Charges, if any, for _____ : Rs. _____

* 1 sq.ft.= 0.0929 sq.mtr.
6. Allied charges as per the terms and conditions of the Application/Apartment Buyer's Agreement as applicable
7. Mode of Booking:
 - i) Direct _____ (Ref. if any) _____
 - ii) Channel Partner Name: _____
8. Application: Accepted / Rejected

(Concerned Team Member/Authorized Signatory)
**** (Sales Team)**

**** (SALES HEAD)**

**if Application is rejected, then please give brief reason and follow up action below:

Applicant(s)

FOR CRM/SALES ADMINISTRATION OFFICE USE

Check List

1. **Application date** _____
2. **Dealing Executive(s)** _____
3. **Documents completion status:**
 - a. Booking Amount cheque for Rs. _____ cleared on _____
[] Less than prescribed amount [] Excess to prescribed amount
[] Equivalent to prescribed amount
Type of Account: [] Domestic [] NRE [] NRO [] Foreign
 - b. Identity Proof : []
 - c. Address Proof : []
 - d. Photographs : []
 - e. Signatures : []
4. **Payment Plan**
Down Payment Plan [] Construction Linked Plan [] Time Linked Plan []
5. **Charges**
 - a. BSP. _____
 - b. PLC _____
Attributes _____
 - c. Estimated Development Charges _____
 - d. IFMS _____
 - e. Club Membership Charges _____
 - f. Other charges _____
6. **Booking:**
Direct : [] _____
Channel : [] _____
Reference : [] _____
7. **Fit for sending Allotment letter [] and Agreement []**

Payment Plan