

APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT

To,

M/s. IREO VICTORY VALLEY PVT. LTD.

Ireo Campus,

Archview Drive, Ireo City,

Golf Course Extension Road,

Gurgaon, Haryana

Sub: **APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT IN YOUR "IREO VICTORY VALLEY" AT GOLF COURSE EXTENSION ROAD, SECTOR-67, GURGAON ("IREO VICTORY VALLEY" PROJECT)**

Dear Sir,

I/We (also referred to as the "**Applicant**") wish to apply for a residential apartment in your aforesaid IREO Victory Valley 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 New Delhi, which may please be treated as the non-refundable booking amount ("**Booking Amount**") for the said Apartment.

My/Our Particulars are as under:¹

1. SOLE/FIRST APPLICANT

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested Photograph of Sole/ First Applicant

¹ *It is mandatory to fill in the requisite information in all the columns for all applicants.*

Applicant(s)

Occupation:

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

Residential Status:

Resident () Non-Resident ()* Person of Indian Origin ()
 Overseas Citizen of India () Others (please specify)

Marital Status: Married () Unmarried ()

Permanent Account No. _____

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

CIN No. _____

(If applicable)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

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

Name of the Company: _____

Designation: _____ **Address:** _____

City _____ State _____ Country _____

PIN _____ Email _____

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

Fax No _____

 Applicant(s)

2. SECOND/JOINT APPLICANT (if applicable)

Mr./Ms./M/s. _____

s/w/d of _____

Date of Birth/Incorporation _____ Nationality _____

Self Attested
 Photograph of
 Second Applicant

Occupation:

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

Residential Status:

Resident () Non-Resident ()* Person of Indian Origin ()
 Overseas Citizen of India () Others (please specify)

Marital Status: Married () Unmarried ()**Permanent Account No.** _____

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

CIN No. _____

(If applicable)

Correspondence/Registered Address:

City _____ State _____ Country _____

PIN _____ Email _____

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

Name of the Company: _____**Designation:** _____ **Address:** _____

Applicant(s)

City _____ 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/Incorporation _____ Nationality _____

Self Attested
Photograph of Third
Applicant

Occupation:

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

Residential Status:

Resident () Non-Resident () * Person of Indian Origin ()
Overseas Citizen of India () * Others (please specify)

Marital Status: Married () Unmarried ()

Permanent Account No. _____

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

CIN No. _____

(If applicable)

Applicant(s)

Correspondence/Registered Address:

City_____ State_____ Country_____

PIN_____ Email_____

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

Name of the Company: _____

Designation: _____ **Address:** _____

City_____ State_____ Country_____

PIN_____ Email_____

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

Fax No _____

Address for communication:

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 declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Apartment and there is no legal, regulatory or statutory impediment or restriction on my/our making this Application or the payment tendered hereunder.
02. 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.
03. 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.
04. 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 which the proposed Ireo Victory Valley 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.

Applicant(s)

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 the IREO-Victory Valley project. I/We are further acknowledge that the said Associate/Group Companies shall be joining as Confirming Parties in the Apartment Buyer's Agreement.

05. I/We have also gone through and read the draft Apartment Buyer's Agreement available on the Company's website <http://www.ireoworld.com/victoryvalley/>. 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.
06. 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-Victory Valley 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-Victory Valley project now or in future and/or any increase thereof and the incidence of which is borne as cost for IREO-Victory Valley project by the Company.
07. 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 a finished 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.
08. 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.

09. I/We have been explained by the Company and I/we acknowledge that the process of development of Ireo Victory Valley project from its launch till handover, is subject to various internal projections, Government directions, compliances, clearances and restrictions under multiple statutes as well as continuous cascading dependencies upon diverse contractors, vendors, consultants and as such the Company does not have any absolute control or ironclad guarantees for the timelines committed herein, except the obligations and exit options contained in the Apartment Buyer's 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 Victory Valley 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. 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.

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 77% of the Super Area.
11. I/We further understand and agree that 20% (Twenty Percent) of the Total Sale Consideration 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 offer possession of the said Apartment to me/us within a period of 24 (Twenty Four) months from the date of execution of the 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 offer the possession of the said Apartment by the end of the Grace Period, it shall be liable to pay to me/us compensation calculated at the rate of Rs. 7.50/- (Rupees Seven and Fifty Paise Only) per sq. ft. of the Super Area ("**Delay Compensation**") for every month of delay until the actual date fixed by the Company for handing over of possession of the said Apartment to me/us. 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 offering possession of the said Apartment 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 dispatch of the Notice of Possession by the Company to me/us 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 Victory Valley 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.

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.
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Thanking you,
 Yours faithfully,

Date:

Place:

Note:

- 1) All payments (except for the Club Membership Charges) 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 New Delhi in favour of "**IREO Victory Valley Pvt. Ltd. – Victory Valley Escrow Account**" or an interbank electronic transfer to the Company's current account for Escrow Arrangement bearing No. 916020051630618, IFSC Code UTIB0000131, Swift Code: AXISINBN131 at Axis Bank Ltd., DLF Gurgaon. 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 booking²:
 - a. Booking Amount cheque/draft.
 - b. PAN No. & Copy of PAN Card/Undertaking.
 - c. For Companies: Copy of Memorandum and Articles of Association, certified copy of Board Resolution, Form 18 and Form 32.
 - d. For Partnership Firm: Copy of partnership deed, firm registration certificate, consent/authorization from all the partners.

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

 Applicant(s)

- 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/NROA/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.

ANNEXURE-A

PROVISIONAL DETAILS OF THE APARTMENT

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

PAYMENT PLAN (Attached): (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
		:	(Rs.		per sq. mts. of Super Area)
ii.	Preferential Location Charges (PLC)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
iii.	Development Charges (EDC, IDC, Infrastructure Augmentation Charges, etc.)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
iv.	Club Membership Charges	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
v.	Replacement Fund-cum- Maintenance Security (RFMS)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
vi.	Other Charges, if any, for	:	Rs.		

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**

³ 1 sq.ft. = 0.0829 sq.mtr.

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. _____
 Type _____
 Super Area _____ sq.ft. (approx) [_____ sq. mtr. (approx)]
Exclusive right to use-Terrace Area (if applicable) _____ sq.ft. (approx) [
 _____ sq. mtr. (approx.)]
Exclusive right to use- Lawn Area (if applicable) _____ sq.ft. (approx.)
 [_____ sq. mtr. (approx.)]
4. **PAYMENT PLAN (attached):** (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
		:	(Rs.		per sq. mts. of Super Area)
ii.	Preferential Location Charges (PLC)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
iii.	Development Charges (EDC, IDC, Infrastructure Augmentation Charges, etc.)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
iv.	Club Membership Charges	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
v.	Replacement Fund-cum- Maintenance Security (RFMS)	:	Rs.		per sq. ft. of Super Area
		:	(Rs.		per sq. mtr. of Super Area)
vi.	Other Charges, if any, for	:	Rs.		

6. Allied charges as per the terms and conditions of the Application/Apartment Buyers 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)**

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

**** (SALES HEAD)**

 Applicant(s)

Payment Plan

Applicant(s)