

ERA LANDMARKS (India) Ltd.

B-24, SECTOR – 3,
NOIDA 201301
UTTAR PRADESH

Dear Sirs,

I/we request that I/we may be provisionally allotted a Unit in "ERA DIVINE COURT" Complex, Sector 68, Sohna Road, Gurgaon comprising of multistoried apartments under your Down Payment / Instalments Payment Plan

I/we remit herewith a sum of Rs (Rupees Only) by Cheque/Bank Draft/Pay Order No Dated drawn on Bank as booking amount.

In the event of the Developer accepting this application to provisionally allot a Residential Apartment and Exclusive right to use parking space(s), I/we agree to pay further instalments of sale price and all other dues as stipulated in the payment plan along with this application and the Buyer's Agreement as may be intimated by the company from time to time and in the manner set out in the payment plan opted by me/we which shall form part of the buyer's agreement that shall be executed by me/we and company ,on the company's standard format .

I/we have clearly understood that this application does not constitute any offer of allotment or allotment or any Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a Unit notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and executes the Buyers Agreement on the Developer's standard format agreeing to abide by the terms and conditions laid down therein and that the allotment shall become final and binding upon the Developer. If, however, I/we fail to execute and return the Buyers Agreement within thirty (30) days from the date of its despatch by the Developer, then the allotment shall stand cancelled, and the earnest money paid by me/us shall stand forfeited.

I/we have clearly understood that the building plans for the said complex in which the said apartment shall be located are not yet sanctioned by the Director Town & Country Planning (DTCP), Haryana. I/we also understood that if for any reasons, including non-sanction of the License / Building plans, the company is not in a position to allot the said unit within a period of one year from the date of this application, the company shall refund the booking amount deposited with simple interest @6% p.a. calculated for the period the booking amount has been lying with the company for which the applicant will give notice to the company. The company shall refund the booking amount within 30 days from the date of receipt of notice from applicant.

My/our particulars are given below for your reference and record.

1. SOLE OR FIRST APPLICANT

Mr/Ms/M/s.....

S/w/d of

Age years, Profession

No. of years in Service/Business

Marital Status If married, no. of children Nationality

Residential status - Resident/Non Resident/Foreign National of Indian Origin

Income Tax Permanent Account No Ward/Circle/Special Range and place where assessed to Income Tax

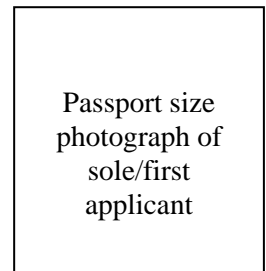
Mailing address

Tel No, Fax No

Office Name & Address

Tel Nos

Email ID



Signature.....

2. **SECOND APPLICANT**

Mr/Ms

S/w/d of

Age years, Profession

No. of years in Service/Business

Marital Status If married, no. of children Nationality

Residential status - Resident/Non Resident/Foreign National of Indian Origin

Income Tax Permanent Account No Ward/Circle/Special Range and place where assessed to Income Tax

Mailing address

Tel No, Fax No

Office Name & Address

Tel Nos

Email ID

NOTE: All remittances, acquisition/transfer of the said unit shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments



3. **DETAILS OF UNIT REQUIRED**

Type
[.....]

Super Area....., Tentative Unit No (Will be allotted by the Developer)

Parking Space(s) Nos

4. **BASIC SALE PRICE (Super Area)**

BSP @ Rs per sft aggregating to Rs. (RupeesOnly),

Parking space charges Rs. (Rupees Only)

EDC & IDC @ Rs. psf aggregating to Rs. (Rupees only)

Preferred Location Charges @ Rs. aggregating to Rs. (Rupeesonly)

5. **PAYMENT PLAN:**

DOWN PAYMENT / INSTALMENT

- Note: 1. Payment to be made by Demand Draft(s)/ Pay Order in favour of 'Era Landmarks (India) Ltd.' payable at New Delhi.
- 2. Allotment to Non Resident and National of Indian Origin shall be subject Indian Laws.

Signature.....

6. DECLARATION

I/we the applicant(s) do hereby declare that my/our application for allotment by the Developer is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from.

Yours faithfully,

Date

Place

Signature of Sole / First Applicant

Signature of Second Applicant

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A RESIDENTIAL FLAT IN "ERA DIVINE COURT" COMPLEX, SECTOR 68, SOHNA ROAD, GURGAON, HARYANA

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms and conditions as comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application.

1. The Applicant has made this application for allotment of a Unit with full knowledge of and subject to all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Developer and understood by the Applicant.
2. The Applicant has satisfied himself/herself about the interest and right of the Developer in the land on which the said units are being constructed and has understood all limitations and obligations in respect thereof. The Applicant agrees that there will not be any further investigations or objections by him/her in this respect.
3. The Applicants has seen and accepted the plans, designs, specifications which are tentative and the Applicants is making application with the full knowledge about the building plans, proposed specifications, location of the unit/buildings, floor plans and other terms and conditions as stated in this proposal. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the Developer may consider necessary or as directed by the competent authority and or Architect at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate. The Applicant has also seen the specifications and information as to the material to be used for the construction of the unit as set out in the brochure, which are also tentative and the Developer may make such variations and modifications therein as it may deem fit and proper or as may be done by any competent authority and the Applicant hereby gives his consent to such variations and modifications.
4. The Applicant has made this application with full knowledge that the plans for the Building in which the unit applied for will be located are sanctioned by the competent authority and that in case for any reason(s) the same are cancelled or revoked at any point of time during the construction the Developer shall refund all amounts received and that upon such refund by registered post, the Applicant shall not have any further rights, claims etc. against the Developer and/or the Scheduled Property Owners and that the Developer and/or the Scheduled Property Owners shall be released and discharged from all its obligations and liabilities.
5. The Developer shall have the right to effect suitable necessary alterations in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of unit, change in the no. of the unit/or change in its dimensions or change in the height of the building or change in its area. To implement any or all of the above changes, supplementary agreement(s), if necessary, will be executed. If there is any increase/decrease in the super area, the rate per sq. ft. and other charges will be applicable to the changed area i.e. at the same rate at which the unit was booked and as a consequence of such reduction or increase in the super area, the Developer shall be liable to refund without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
6. The Applicant agree that he/she shall pay the price of the unit and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas in "ERA DIVINE COURT" Condominium Complex and proportionate share of the other common facilities, as specifically provided in the Buyer's Agreement, which may be located anywhere in the said "DIVINE COURT" Complex at the sole discretion of the Developer. It is further understood by the Applicant that the calculation of super area of the Unit shall be more clearly defined in the Buyer's Agreement and upon execution of that agreement, the method of definition of super area stated therein shall become binding on both the parties.
7. That the Developer has made it specifically clear to the Applicant and after having satisfied himself/herself, the Applicant has understood and agreed that the computation of the price of the said Unit does not include any element of recovery or payments towards land, construction, running and operation of common amenities/common areas as well as recovery of payment towards maintenance charges of any kind by the Developer from the Applicant in any manner. As regards payment of maintenance charges, the Applicant shall enter into a separate Agreement.

8. That the Applicant shall pay directly, or if paid by the Developer then reimburse to the Developer, on demand Government rates, taxes or cesses, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Scheduled Property or the Condominium Complex and/or the Project(s) constructed on the Scheduled Property and/or Condominium Complex or the said Unit, as the case may be, as assessable/applicable from the date of application of the Applicant and the same shall be borne and paid by the Applicant.
9. The Applicant agrees that out of the amount(s) paid/payable by him/her towards the Sale Price, the Developer shall treat 15% of the Sale Price as earnest money to ensure fulfilment, by the Applicant of the terms and conditions as contained in this application and the Buyer's Agreement.

The Developer and the Applicant hereby agree that the earnest money for the purpose of this application and Buyer's Agreement shall be per unit. The Applicant hereby authorises the Developer to forfeit this earnest money along with the interest paid, due or payable along with any other amounts of non-refundable nature in case of non-fulfilment of the terms and conditions herein contained and those of the Buyer's Agreement as also in the event of failure by the Applicant to sign and return to the Developer the Buyer's Agreement within thirty (30) days of its despatch by the Developer.

The Applicant shall use and occupy the Unit for the purposes, mode and manner as provided in the Buyer's Agreement
10. The Applicant shall enter into a separate Maintenance Service Agreement on the terms and conditions as provided in Buyer's Agreement.
11. The Developer shall make all efforts to apply for the Occupation Certificate of the Complex within thirty three (33) months from the date of signing of the Buyer's Agreement, subject to certain limitations as provided in the Buyer's Agreement and the timely compliance of the provisions of the Buyer's Agreement by the Applicant. The Buyer agrees and understands that the Developer shall be entitled to a grace period of 90 days, after the expiry of thirty three (33) months, for applying and obtaining the Occupation Certificate in respect of the said Complex.

The Developer on obtaining the Occupation Certificate and subject to the Applicant having complied with all the terms and conditions of the Buyer's Agreement, the Developer shall hand over the Unit to the Applicant for his/her/their occupation and use or as provided in Buyer's Agreement. In the event the Developer fails to deliver the possession of the Unit to the Applicant within the stipulated time period and as per the terms and conditions of the Buyer's Agreement then the Developer shall pay to the Applicant compensation @ Rs. 5/- Rupees Five per sq ft. of the super area of the said Unit per month for a period of one year (12 months) or till handing over of the possession, subject to the Applicant having fulfilled his part of the obligations as per the terms of allotment/ Buyer's Agreement, whichever is earlier. However, in case the Developer fails to deliver possession of the Unit within a period of 48 (forty eight) months after of the date of signing of the Buyer's Agreement then in such case the Applicant shall give notice to the Developer, within ninety (90) days from the expiry of the said period of 48 (forty eight) months stating the its intention to terminate this Agreement. On receipt of such notice from the Applicant, the Developer shall be at liberty to sell and/or dispose of the said Unit along with the interiors and utilities and the allotted parking space to any other party at such price and upon such terms and conditions as the Developer may deem fit without accounting for the sale proceeds thereof to the Applicant. Thereafter, the Developer shall within ninety (90) days from the date of sale of said Unit along with the interiors and utilities, the parking space and after full realisation of the Sale Price, refund to the Applicant, all the monies received from the Applicant during the term of this Agreement. In case the Developer fails to refund the Sale Price, the Developer shall pay interest to the Applicant @ 15% for any period beyond the said period of 90 days. The Applicant shall have no other claim against the Developer in respect of the said Unit along with the Interiors and Utilities and the parking space under this Agreement. If the Applicant fails to exercise his/her right of termination within the time limit as aforesaid, by delivery to the Developer of a written notice acknowledged by the Developer in this regard, then he/she shall not be entitled to terminate the Agreement thereafter and he/she shall continue to be bound by the provisions of the Agreement, provided that in such case, the Developer shall continue to pay the compensation provided herein.
12. The Applicant shall pay, as and when demanded by the Developer, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the Unit and additional parking space in favour of the Applicant which shall be executed and got registered upon receipt of the full sale price, other dues and the said charges and expenses as may be payable or demanded from the Applicant in respect of the Unit and additional parking space(s) allotted to him/her/them.
13. The Applicant undertakes that he/she shall become a member of any Association/society of said Condominium Complex as may be formed by the Developer on behalf of Unit Buyers As and when asked to do so.
14. Time is the essence with respect to the Applicant's obligations to pay the Sale Price as provided in the Payment Schedule along with other payments such as applicable stamp duty, registration fee and other charges stipulated in the Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also to perform or observe all the other obligations of the Applicant under the Buyer's Agreement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Developer to send demand notices/reminders regarding the payments to be made by the Applicant as per the Schedule of Payments or obligations to be performed by the Applicant.

In case of delay of 60 days in making payment by the Applicant to the Developer as per the Schedule of Payments, the Developer shall have the right to terminate the Allotment/Agreement and forfeit the Earnest Money. The Developer shall also be entitled to charge interest @ 18% p.a. from the due date of instalment, as per the Schedule of Payments, till the date of payment. However, the Developer may in its sole discretion, waive its right to terminate the Allotment/ Agreement, and enforce all the payments and seek specific performance of this Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant to the satisfaction of the Developer.
15. The Applicant hereby authorises and permits the Developer to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitisation of receivables of his/her/their unit subject to the Unit being free of any encumbrances at the time of execution of sale deed. The Developer/Financial Institution/Bank shall always have the first lien/charge on the said Unit for all its dues and other sums payable by the Applicant or in respect of the loan granted for the purpose of the construction of the said Building/Condominium Complex. In case of the Applicant who has opted for long-term payment plan arrangement with any financial institutions/banks; the conveyance of the Unit in favour of the Applicant shall be executed only upon the Developer receiving No Objection Certificate from such financial institutions/banks.

16. The Applicant hereby covenants with the developer to pay from time to time and at all times, the amounts which the Applicant is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant.
17. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or another applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Application or Buyer's Agreement. Any refund, transfer of security if provided in terms of the Buyer's Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on, his/her/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Applicant shall keep the Developer fully indemnified and harmless in this regard. The Developer accepts no responsibility in this regard.
18. The Applicant has specifically agreed with the Developer that the allotment of the Unit shall be subject to strict compliance of a Code of Conduct and House Rules that may be determined by the Developer for occupation and use of the Unit and such other conditions as per the applicable laws.
19. The Applicant shall inform the Developer in writing any change in the mailing address mentioned in this application failing which all demands, notices etc. by the Developer shall be mailed to the address given in this application and deemed to have been received by the Applicant. In case of Joint Applicants all communication shall be sent to the first named Applicants in this application.
20. It is specifically agreed and understood by the Applicant that the Developer may at its sole discretion decide not to allot any or all unit to anybody or altogether decide to put at abeyance the project itself for which the Applicant shall not raise any dispute or claim any right, title or interest on the acceptance of this proposal and receipt of initial token money being received by the Developer with this proposal from the Applicant. Further, this provisional and/or final allotment of the Unit is entirely at the discretion of the Developer and the Developer has a right to reject any provisional and/or final allotment without assigning any reasons thereof.
The Developer reserves the right to transfer ownership of the said "ERA DIVINE COURT" Complex in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the Developer in its sole discretion and the Applicant agrees that he/she shall not raise any objection in this regard.
In consequence of the Developer abandoning the scheme, the Developer's liability shall be limited to the refund of the amount paid by the Applicant without any interest or compensation whatsoever.
21. The Applicant specifically understands that upon execution, the terms and conditions, as set out in the Buyer's Agreement shall supersede the terms and conditions as set out in this application.
22. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.
23. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's Agreement, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the registered office of the Developer alone in New Delhi by a Sole Arbitrator who shall be the Developer's Secretary. The Applicant hereby confirms that he/she shall have no objection to this appointment. The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement.
I/we have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Buyer's Agreement which ~ shall supersede the terms and conditions set out in this application.

Date

Place

Signature of the Intending Allottee(s)

..... FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name:

Signature:

Date:

1. ACCEPTED/REJECTED

2. Unit Type[.....]
Allotted Unit No Bldg Block Floor Super Area sq. Mt.(approx.) sq.ft.(approx.)
Parking Space(s) No

3. Sale Price (super area) @ Rs per sq.ft. aggregating to Rs. /- (Rupees Only)
Parking Space Charges Rs /- (Rupees Only) [Applicable in case of additional parking space]

Total price payable for the unit together with the parking space(s) Rs (under allotment as a single indivisible unit for all purposes including but not limited to Haryana Apartment Ownership Act, 1983).

4. Payment Plan Down Payment / Instalment Payment Plan.

5. Payments received vide DD/Pay Order No dated For Rs. out of NRE/NRO/FC/SB/CUR/CA Acct

6. Provisional booking receipt no. dated

7. BOOKING: Direct/Sales Organiser

8. Sales Organiser's Name & Address, Stamp with signature

9. Remarks

Date

Place

Name.....
Sr. G M Marketing & Sales